

STATE OF DELAWARE

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ONLY. YOU MUST REQUEST
THE PROPOSAL FROM THE
DEPARTMENT IN ORDER TO
SUBMIT A BID.



DEPARTMENT OF TRANSPORTATION

BID PROPOSAL

for

CONTRACT T201303401.01

FEDERAL AID PROJECT NO. ESTP-2013(10)

INTERSTATE MAINTENANCE DRAINAGE REPAIR, NORTH
DISTRICT, OPEN END

NEW CASTLE COUNTY

ADVERTISEMENT DATE: July 8, 2013

Completion Date 1,095 Calendar Days

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

Bids will be received in the Bidder's Room, Transportation Administration Center, 800 Bay Road, Dover, Delaware until 2:00 P.M. local time Tuesday, August 6, 2013

Contract No. T201303401.01
Federal Aid Project No. ESTP-2013(10)

INTERSTATE MAINTENANCE DRAINAGE REPAIR, NORTH DISTRICT, OPEN END
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 MAINTENANCE AND REPAIR OF STORM DRAINAGE SYSTEMS. THE LOCATION OF WORK INCLUDES INTERSTATE I-95 IN THE STATE OF DELAWARE, FROM MARYLAND STATE LINE TO PENNSYLVANIA STATE LINE. THE LOCATION OF WORK ALSO INCLUDES THE ENTIRE LENGTH OF INTERSTATE I-495 AND I-295 WITHIN THE STATE OF DELAWARE. LOCATIONS OF WORK WILL INCLUDE UNPAVED AREAS ADJACENT TO ROADWAY (WITHIN STATE RIGHT-OF-WAY), AND REPAIRS TO PIPE CROSSINGS BENEATH PAVED ROADWAY SURFACES OF THE INTERSTATE, AND OTHER INCIDENTAL CONSTRUCTION IN ACCORDANCE WITH THE LOCATION, NOTES AND DETAILS SHOWN ON THE PLANS AND AS DIRECTED BY THE ENGINEER.

COMPLETION DATE

All work on this contract must be complete within 1,095 Calendar Days . It is the Department's intent to issue a Notice to Proceed such that work starts on or about September 10, 2013.

PROSPECTIVE BIDDERS NOTES:

1. No retainage will be withheld on this contract.
2. The Department's External Complaint Procedure can be viewed on our Website at; <http://www.deldot.gov/information/business/>, or you may request a copy by calling (302) 760-2555.
3. This project incorporates the electronic bidding system **Expedite, version 5.9a.**. Bidders wishing to use the electronic bidding option will find the installation file on the plan holders bid file disk. The installation file and instructions are also available on our Website at: http://www.deldot.gov/information/business/bids/const_proj_bid_info.shtml.
4. BIDDERS MUST REQUEST A CD OF THE OFFICIAL PLANS AND SPECIFICATIONS FROM THE DEPARTMENT IN ORDER TO SUBMIT A BID.
5. Please note the Special Provision titled **Changes to Project Documents During Advertisement**. The Department is using an alternative method of providing bid documents for this contract.

Contract No. T201303401.01
CONSTRUCTION ITEMS UNITS OF MEASURE

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

*Not used for units of measurement for payment.

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GENERAL NOTICES

SPECIFICATIONS:

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

CLARIFICATIONS:

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

ATTESTING TO NON-COLLUSION:

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

QUANTITIES:

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

PREFERENCE FOR DELAWARE LABOR:

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

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

EQUALITY OF EMPLOYMENT OPPORTUNITY ON PUBLIC WORKS:

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

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

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

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

2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex or national origin.'

TAX CLEARANCE:

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

LICENSE:

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

DIFFERING SITE CONDITIONS,

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

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

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

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

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

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

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

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

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

Significant changes in the character of work: The engineer reserves the right to make, in writing, at any time during the work, such changes in quantities and such alterations in the work as are necessary to satisfactorily

complete the project. Such changes in quantities and alterations shall not invalidate the contract nor release the surety, and the contractor agrees to perform the work as altered.

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

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

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

CONFLICT WITH FEDERAL STATUTES OR REGULATIONS:

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

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

FEDERAL LABOR AND EMPLOYMENT REQUIREMENTS

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

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

CONVICT PRODUCED MATERIALS:

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

TO REPORT BID RIGGING ACTIVITIES:

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

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

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

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

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

Goals for Minority Participation In
Each Trade

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

Goals for Female Participation In
Each Trade

6.9% (Entire State)

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

The Contractor's compliance with the Executive Order and the 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 0. In the event the contractor subcontracts a portion of the contract work, he shall determine how many, if any, of the trainees are to be trained by the subcontractor, provided however, that the contractor shall retain the primary responsibility for meeting the training requirements imposed by this special provision. The contractor shall also insure that this Training Special Provision is made applicable to such subcontract. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year apprenticeship or training.

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

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

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

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

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

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

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

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

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

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

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

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INTERMODAL SURFACE TRANSPORTATION EFFICIENCY ACT
& TRANSPORTATION EQUITY ACT

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

DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM SPECIFICATION

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

The following definitions apply to this subpart:

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

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

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

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

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

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

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

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

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

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

The specific contract goals for this contract are:

Disadvantaged Business Enterprise 12 % Percent

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

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

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

No contract work shall be performed by a DBE subcontractor until the executed DBE subcontract is approved in writing by DeIDOT 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 DeIDOT for approval, must contain all DBE subcontractor information, the requirements contained in this contract, and must be fully executed by the contractor and DBE subcontractor.

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

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

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CRITICAL DBE REQUIREMENTS

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

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

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

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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 Administration, DelDOT, P. O. Box 778, Dover, Delaware 19903. The reconsideration official will not have played any role in the original determination that the bidder did not document sufficient good faith efforts.

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

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

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

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

I. GENERAL

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

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

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

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

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

II. NONDISCRIMINATION

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

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order

11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

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

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

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

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

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

welfare assistance in accordance with 23 U.S.C. 140(a).

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

contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

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

III. NONSEGREGATED FACILITIES

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

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

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

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

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

1. Minimum wages

- a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits

(or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

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

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

as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding

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

3. Payrolls and basic records

- a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.
- b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g. , the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..
- (2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

- (i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;
 - (ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;
 - (iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
- (3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.
- (4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.
- c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.
4. Apprentices and trainees
- a.. Apprentices (programs of the USDOL).

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

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

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the

provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

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

b. Trainees (programs of the USDOL).

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

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

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

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

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

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

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

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.
9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.
10. Certification of eligibility.
 - a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
 - b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
 - c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

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

VI. SUBLETTING OR ASSIGNING THE CONTRACT

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

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).
 - a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:
 - (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
 - (2) the prime contractor remains responsible for the quality of the work of the leased employees;
 - (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
 - (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.
 - b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.
2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.
3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.
4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.
5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

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

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards,

safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).
3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

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

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

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

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

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

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

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

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

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

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

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean

Air Act.

2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

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

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

1. Instructions for Certification – First Tier Participants:

- a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.
- b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.
- c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.
- d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).
- f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
- g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.
- h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in

covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

- i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

* * * * *

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

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

2. Instructions for Certification - Lower Tier Participants:

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

- a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.
- b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.
- d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person,"

"principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

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

* * * * *

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

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

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

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

- 1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
 - b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
 3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

* * * * *

PREVAILING WAGES

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

REQUIREMENT BY DEPARTMENT OF LABOR FOR SWORN PAYROLL INFORMATION

Title 29 Del.C. §6960 stipulates;

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

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

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

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

PREVAILING WAGE REQUIREMENTS

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

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

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

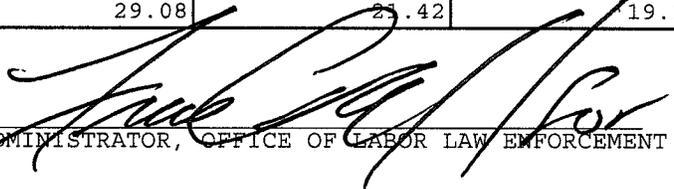
Mailing Address:
 225 CORPORATE BOULEVARD
 SUITE 104
 NEWARK, DE 19702

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

PREVAILING WAGES FOR HIGHWAY CONSTRUCTION EFFECTIVE MARCH 15, 2013

CLASSIFICATION	NEW CASTLE	KENT	SUSSEX
BRICKLAYERS	46.83	46.83	14.51
CARPENTERS	42.64	50.06	39.82
CEMENT FINISHERS	28.79	26.13	23.29
ELECTRICAL LINE WORKERS	22.50	43.42	21.25
ELECTRICIANS	60.60	60.60	60.60
IRON WORKERS	42.20	23.87	25.35
LABORERS	28.95	26.97	26.82
MILLWRIGHTS	16.11	15.63	13.49
PAINTERS	58.07	58.07	58.07
PILEDRIVERS	66.42	23.75	26.95
POWER EQUIPMENT OPERATORS	37.00	29.47	27.16
SHEET METAL WORKERS	22.75	20.31	18.40
TRUCK DRIVERS	29.08	23.42	19.13

CERTIFIED: 6/7/13

BY: 
 ADMINISTRATOR, OFFICE OF LABOR LAW ENFORCEMENT

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

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

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

PROJECT: T201303401.01 Interstate Maintenance Drainage Repair, North District, New Castle County

State: DELAWARE

Construction Type: HIGHWAY

COUNTY: New Castle County in Delaware

HIGHWAY CONSTRUCTION PROJECTS

Modification Number	Publication Date	
0 05/24/2013		

SUDE2013-001	04/15/2012	
	Rates	Fringes
Bricklayer	46.83	
Carpenter	42.64	
Cement Finisher	28.79	
ELECTRICIAN		
Electrician	60.60	
Line Worker	22.50	
Ironworker	42.20	
Laborer	28.95	
Millwright	16.11	
Power Equipment Operator: Piledriver	66.42	
Painter	58.07	
Power Equipment Operator	37.00	
Sheet Metal Worker	22.75	
Truck Driver	29.08	

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

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

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

Union Identifiers

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

negotiated rate/collective bargaining agreement which would be July 1, 2011 in the above example.

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

Non-Union Identifiers

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

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

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

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

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

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

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

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

END OF GENERAL DECISION

APPLICABILITY OF DAVIS-BACON LABOR STANDARD PROVISIONS TO FLAGGERS

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

* * * * *

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

GUIDELINES

HIGHWAY CONSTRUCTION

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

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

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

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

**SUPPLEMENTAL SPECIFICATIONS
TO THE
AUGUST 2001
STANDARD SPECIFICATIONS**

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

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

To access the Website;

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

The full Website Link is;

http://www.deldot.gov/information/pubs_forms/manuals/standard_specifications/index.shtml

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

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

SPECIAL PROVISIONS

Contract No. T201303401.01

CHANGES TO PROJECT DOCUMENTS DURING ADVERTISEMENT

1. PRINTED PLANS AND SPECIFICATIONS NOT AVAILABLE FROM DELDOT.

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

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

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

2. QUESTIONS AND ANSWERS

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

dot-ask@state.de.us

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

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

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

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

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

3. ADDENDA

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

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

CONSTRUCTION ITEM NUMBERS

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

Standard Item Number:

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

Special Provisions Item Number:

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

Examples

Standard Item Number - 202000 Excavation and Embankment

202 Indicates Section Number

000 Indicates Sequential Number

Special Provision Item Number - 202500 Grading and Reshaping Roadway

202 Indicates Section Number

500 Indicates Sequential Number

401502 - ASPHALT CEMENT COST ADJUSTMENT

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

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

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

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

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

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

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

The Asphalt cement cost adjustment will be calculated on grade PG 64-22 asphalt regardless of the actual grade of asphalt used. The Project Asphalt Cement Base Price for the project will be \$600.00 per ton (\$661.39 per metric ton).

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

NOTE

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

401699 - QUALITY CONTROL/QUALITY ASSURANCE OF BITUMINOUS CONCRETE

.01 Description.

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

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

.02 Definitions.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

.03 Equipment.

(a) Material Production Test Equipment.

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

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

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

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

(b) Pavement Construction Test Equipment.

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

.04 Quality Control (QC) Plan.

(a) Material Production QC.

(1) Job Mix Formula – Material Production.

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

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

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

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

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

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

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

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

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

Table 1 - Aggregate Gradation - JMF and Control Point Information

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

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

(2) Process Control – Material Production.

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

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

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

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

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

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

- Production Plant – make, type, capacity, and location.
- Production Plant Calibration – components and schedule; address documentation.
- Personnel – include name and telephone number for the following individuals:
 - Person responsible for quality control.
 - Qualified technician(s) responsible for performing the inspection, sampling, and testing.
 - Person who has the authority to make corrective actions on behalf of the Contractor.
- Testing Laboratory – state the frequency of accuracy checks and calibrations of the equipment used for testing; address documentation.

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

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

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

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

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

Gradation analysis of non-payment sieves

Dust to effective asphalt calculation

Moisture content analysis of aggregates – daily.

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

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

Ignition Oven calibration – one per year per mixture.

Hot-Bins: one per year per mixture.

Others, as appropriate.

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

Procedures for dealing with non-compliant material or work.

Presentation of control charts. The Contractor shall plot the results of testing on individual control charts for each characteristic. The control charts shall be updated within one working day as test results for each subplot become available. The control charts shall be easily and readily accessible at the plant laboratory. The following parameters shall be plotted from the testing:

Asphalt cement content.

Volumetrics (air voids, voids in mineral aggregates [VMA])

Gradation values for the following sieves:

- 4.75 mm (#4).

- 2.36 mm (#8).

- 0.075 mm (#200).

Operational guidelines (trigger points) to address times when the following actions would be considered:

Increased frequency of sampling and testing.

Plant control/settings/operations change.

JMF adjustment.

JMF change (See Section .04(a)(1)).

Change in the source of the component materials.

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

Rejection of material.

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

(b) Pavement Construction – Process Control.

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

.05 Acceptance Plan.

(a) Material Production – Tests and Evaluations.

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

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

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

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

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

If the Engineer is present, and the quantity exceeds 25 tons, a statistically random sample will be used for analysis. When the anticipated production is less than 100 tons and greater than 25 tons, and the Engineer is not present, the contractor shall randomly select a sample using the Engineer's random location program. The captured sample shall be placed in a suitable box, marked to the attention of the Engineer, and submitted to the Engineer for testing. A box sample shall also be obtained by the contractor at the same time and will be used as the Dispute Resolution sample if requested by the Engineer. The contractor shall also obtain one liquid asphalt sample (1 pint) per grade of asphalt used per day and properly label it with all pertinent information.

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

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

(b) Pavement Construction – Tests and Evaluations.

The Engineer will directly base acceptance on the compaction acceptance test results, and on the inspection of the construction, the Contractor's QC Plan work, ride smoothness as referenced in the contract documents,

lift thickness as referenced in the contract documents, joint quality as referenced in the contract documents, surface texture as referenced in the contract documents, and possibly the comparisons of the acceptance test results to the independent test results. For the compaction acceptance testing, the Engineer will sample the work on a statistically random basis, and will test and evaluate the work using lots.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

.06 Payment and Pay Adjustment Factors.

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

(a) Material Production – Pay Adjustment.

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

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

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

1. For each parameter, calculate the mean value and the standard deviation of the test values for the lot to the nearest 0.1 unit.
2. For each parameter, calculate the Upper Quality Index (QU):
$$QU = ((JMF \text{ target}) + (\text{single test tolerance}) - (\text{mean value})) / (\text{standard deviation}).$$
3. For each parameter, calculate the Lower Quality Index (QL):

- QL = ((mean value) - (JMF target) + (single test tolerance)) / (standard deviation).
4. For each parameter, locate the values for the Upper Payment Limit (PU) and the Lower Payment Limit (PL) from Table 2 – Quality Level Analysis by the Standard Deviation Method. (Use the column for “n” representing the number of sublots in the lot. Use the closest value on the table when the exact value is not listed).
 5. Calculate the PWL for each parameter from the values located in the previous step:

$$PWL = PU + PL - 100.$$
 6. Calculate each parameter’s contribution to the payment adjustment by multiplying its PWL by the weight factor shown in Table 3 for that parameter.
 7. Add the calculated adjustments of all the parameters together to determine the Composite PWL for the lot.
 8. From Table 4, locate the value of the Pay Adjustment Factor corresponding to the calculated PWL.
 9. For each lot, determine the final material price adjustment:

Final Pay Adjustment =

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

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

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

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

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

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

Table 2 – Quality Level Analysis by the Standard Deviation Method							
PU or PL	QU and QL for “n” Samples						
	n = 3	n = 4	n = 5	n = 6	n = 7	n = 8	n = 9
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
61	0.39	0.33	0.31	0.30	0.30	0.29	0.29

Table 2 – Quality Level Analysis by the Standard Deviation Method							
PU or PL	QU and QL for “n” Samples						
	n = 3	n = 4	n = 5	n = 6	n = 7	n = 8	n = 9
60	0.36	0.30	0.28	0.27	0.27	0.27	0.26
59	0.32	0.27	0.25	0.25	0.24	0.24	0.24

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

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

(b) Pavement Construction – Pay Adjustments.

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

Degree of compaction of the in-place material

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

1. Calculate the average density values from the subplot tests values, to the nearest 0.1 unit.
2. Calculate the Degree of Compaction:
 Degree of Compaction =
 ((Core Bulk Specific Gravity) / (Theoretical Maximum Specific Gravity)) x 100%.

3. The average compaction for the sublots shall be averaged together for the compaction level of the lot. The lots compaction test level shall be averaged to the whole percent.
4. Locate the value of the Payment Adjustment Factor corresponding to the calculated degree of compaction from Table 5 or Table 5a.
5. Determine the pavement construction price adjustment by using the following formula:

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

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

* or remove and replace it at Engineer's discretion

Table 5a: Compaction Price Adjustment Other¹ Locations	
Degree of Compaction (%)	Pay Adjustment Factor (%)
>96	-100*
95	-2
94	0
93	+3
92	0
91	0
90	0
89	-1
88	-5
87	-15
86	-25
85	-30
84	-100*

* or remove and replace at Engineer's discretion

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

.07 Dispute Resolution.

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

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

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

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

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

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

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

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

7/28/11

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

Description.

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

Materials and Equipment.

The following material shall be available to complete this work:

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

The following equipment shall be available to complete this work:

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

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

Construction Method.

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

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

Performance Requirements.

The Engineer will judge the patch on the following basis:

The patch shall be well compacted

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

Basis of Payment.

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

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

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

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

Structural Number Calculations

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

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

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

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

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

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

Example:

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

Calculation:

For the Type B lift the calculation would be:

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

For the Type C lift the calculation would be:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Description:

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

WMA may be produced by one or a combination of several technologies involving asphalt foaming processes and equipment or additives that facilitate the reduction of the temperature at which the mix can be placed and satisfactorily compacted thereby permitting the mix to be produced at reduced temperatures from a comparable mix without the Warm Mix Technology.

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

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

Materials:

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

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

Asphalt Binder:

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

TEST PROCEDURE	AASHTO REFERENCE	SPECIFICATION LIMITS
Temperature, °C	M 320	Per Grade
Original DSR, G*/sin (δ)	T 315	1.00 - 2.20 kPa
RTFO DSR, G*/sin (δ)	T 315	>/= 2.20 kPa
PAV DSR, G* sin (δ)	T 315	</=5000 kPa
BBR Creep Stiffness, S	T 313	</= 300.0 kPa
BBR <i>m</i> -value	T 313	>/=0.300

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

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

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

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

Recycled Materials:

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

No recycled asphalt shingles shall be used in WMA.

Mineral Aggregate:

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

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

¹Coarse Aggregate Angularity is tested according to D5821.

²Fine Aggregate Angularity is tested according to TP33.

³Clay Content is tested according to T176.

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

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

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

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

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

Mineral Filler:

Conform to M17.

Warm Mix Additives:

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

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

The contractor shall follow the manufacturer's recommendation for incorporating additives and WMA technologies into the mix. The contractor shall also comply with the manufacturer's recommendation regarding receiving, storage, and delivery of additives.

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

Mixture Requirements:

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

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

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

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

Superpave Gyratory Compactive (SGC) Effort:

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

Superpave Gyratory Compactive (SGC) Effort:

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

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

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

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

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

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

Gradation Control Points:

The combined aggregates shall conform to the gradation requirement specified in the following table when tested according to T11 and T27.

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

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

Gradation Classification:

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

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

Plant Production Tolerances:

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

Design Evaluation:

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

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

The proposed JMF shall include the following:

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

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

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

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

Summary of the consensus property standards test results for the design aggregate structure, summary of the source property standards test results for the individual aggregates in the design aggregate structure, target

value of the asphalt binder content, and a table of G_{mm} of the asphalt mixture for the four trial asphalt binder contents determined according to T209.

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

Construction:

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

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

The minimum ambient temperature shall be 32 degrees F.

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

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

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

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

Compaction:

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

Method of Measurement and Basis of Payment:

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

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

9/6/11

406507 - CRACK SEALING

Description:

The work covered by these specifications consists of furnishing all labor, equipment, and materials necessary to perform all operations in connection with the cleaning and sealing of construction joints and random cracks in bituminous concrete surfaces with hot poured asphaltic materials.

Materials:

The sealant shall consist of selected blends of paving grade asphalt and vulcanized granulated crumb rubber. During heating in the melting unit, the asphalt and rubber must react to form a flexible adhesive compound, which when properly applied will effectively seal cracks in either asphalt or concrete pavements. The mixture shall be a blend of paving grade asphalt cement, 21% +/- 2% (by weight of mixture) recycled/reclaimed crumb rubber as shown below and other ingredients necessary to meet the following requirements.

The material furnished under these specifications shall have been tested and found acceptable as determined by the qualification tests in accordance with the requirements under these specifications. A certified copy of the test results shall be submitted to the Materials & Research Laboratory to show that the material is duly qualified.

Physical Requirements:

The specification for asphalt rubber sealants after reaction at 350 F (177 C) for one (1) hour shall be as follows:

Test:

Penetration, Cone, 77 F (25 C); .004 in (1/10 mm), .33 lb (150 g), 5 sec	70 maximum
Softening Point, F (C)	150 F (65.6 C) minimum
Resilience, 77 F (25 C); %	30% minimum
Ductility, 39.2 F (4 C); in (cm)	2.8 in (7 cm) minimum
Viscosity at 350 F (177 C); lb/ft-sec (C Poise), ASTM D3236	26.8 - 167.7 lb/ft-s (40 - 250 C Poise)
Unit Weight	8.5 lbs/gal (1.0 kg/l)
Coverage; 1/2" x 1/2" (13 mm x 13 mm) crack	11.0 lbs per 100 ft. (5.0 kg per 30 m)

Mixture Requirements:

The pour point of the mixture shall be at least 20 F (-6.7 C) lower than the safe heating temperature, which is the maximum temperature to which the material mixture may be heated without exceeding the permitted flow.

Asphalt Compatibility:

Requirements of ASTM D3405 shall be met by the sealant as tested in accordance with ASTM D3407.

Safety Precautions:

Asphalt rubber sealants must be non-toxic and contain no carcinogenic materials.

Crumb Rubber:

The recycled/reclaimed crumb rubber used in mixture shall meet the following requirements:

- A. Shall be produced from an ambient grinding process (crushes, tears, grinds, and/or abrades the used rubber at or above ordinary room temperature) which produces rubber particles with a very ragged, sponge-like surface. Cryogenically ground rubbers are prohibited.
- B. Shall contain recycled, vulcanized crumb rubber and/or reclaimed (devulcanized) rubber.
- C. Shall contain no more than a trace of fabric.
- D. Shall be free of wire and other contaminating materials, except that up to 4% calcium carbonate or talc may be included to prevent the rubber particles from sticking together.
- E. Shall have no rubber particles greater than 1/4 inch (6.4 mm) in length.

In addition to the certified copy of the test results, the Contractor shall provide a sample, 2 lbs. (.91 kg) minimum, of the sealant to the Department's Materials and Research Section for approval.

Construction Methods:

The equipment used for heating and applying the sealant shall meet the requirements of the sealant manufacturer. The kettle shall be an oil-jacketed double wall kettle equipped with an agitator and a 2 inch (50 mm) hot asphalt pump. The equipment shall have a pump for circulating the transfer oil bath and thermometers in both the oil bath and melting chamber. The equipment used for application of the sealant material shall be equipped with a volumetric measuring device to measure the quantity of sealant material applied. The wand applicator shall utilize metal tips. Plastic tips will not be allowed.

The sealant material shall be heated as recommended by the manufacturer.

All construction and random cracks with a crack width greater than 1/4 inch (6.4 mm) are to be sealed in accordance to these specifications. All construction and random cracks with a crack width less than 1/4 inch (6.4 mm) are not to be sealed.

No crack sealant shall be applied in wet cracks or when ambient temperature is below the temperature as recommended by the product manufacturer unless a heat lance is utilized to adequately dry the crack, and as directed by the engineer.

All cracks shall be cleaned of loose dirt and debris by using compressed air of at least 100 psi (7.03 kg/cm²), measured at the source, prior to sealing. The compressor shall be equipped with traps that will maintain the compressed air free of oil and water. Any vegetation shall be removed prior to sealing utilizing a motorized wire brush.

Fill joints and cracks in such a manner to provide a band of 2 inches (50 mm) to 4 inches (100 mm), centered over the joint. The thickness of the material shall be approximately 1/16 inch (1.6 mm) not to exceed 1/8 inch (3.2 mm) above the pavement surface. Material shall be leveled by means of a squeegee or a dish mounted on the delivery wand.

Method of Measurement:

The quantity of sealant material will be measured as the number of linear feet (meters) of sealant material applied which shall be checked immediately prior to application in order to determine the actual linear feet (meters) of cracks injected and accepted.

Basis of Payment:

The quantity of crack sealant material will be paid for at the Contract unit price per linear feet (meters). Price and payment will constitute full compensation for cleaning cracks/joints, for furnishing, heating, and applying crack sealant and for all labor, equipment, tools, and incidentals required to complete the work.

6/22/2012

503501 - CRACK AND JOINT SEALING LESS THAN 3/4" WIDE
503502 - CRACK AND JOINT SEALING 3/4" to 1 3/4" WIDE

Description:

The item shall consist of cleaning and sealing the existing P.C.C. pavement transverse and longitudinal joints, and pavement cracks in accordance with these specifications, plans, and as directed by the Engineer.

Materials:

Pourable Sealant: The Sealant shall meet the requirements of ASTM D 3405, Hot-Poured Joint Sealants. The Appendix of that specification shall be considered as part of this specification. Application for approval of joint sealant material by the manufacturer shall be submitted to the Department's Materials and Research Section.

Backup Material/Bondbreaker: The backup material/bondbreaker shall be stitched cotton piping cord, polyethylene backer rod, or approved equal material that is compatible with the sealant to be used and capable of withstanding the required sealant application temperature without melting. Back-up material shall be 25% wider than the nominal width of the joints.

The diameter of the backup material/bondbreaker shall be such that when placed in the joint it will support the sealant at its design depth, allowing the sealant to achieve the design shape, prevent the sealant from leaking around and underneath it, and allow the sealant to deform freely when the joint expands and contracts.

The backer rod shall not be stretched during insertion in the joint. When the bottom of the joint opening to be sealed is formed by previously installed expansion joint material (such as at concrete patch locations), a nonreactive adhesive-backed tape shall be inserted in lieu of the backer rod. The tape shall be 1/8 inch (3 mm) wider than the nominal width of the joints.

Sealant Equipment: Proper sealing equipment shall be used for the specific material listed in accordance with the manufacturers recommendations. The equipment for hot applied sealing compounds shall be a melting kettle of a double boiler, indirect heating type, using oil as a heat-transfer medium. The kettle shall have an effective mechanically operated agitator and shall be equipped with a positive thermostatic temperature control which shall be checked for calibration before commencing. Overheating shall not be permitted. The hoses and applicator wand shall be insulated. The nozzle of the mechanical device shall be shaped to fit inside the joint and introduce the sealant between the joint faces.

Construction Methods:

Removal of existing joint sealant, sawing and/or refacing of joints, cleaning, shape factor dimensions, backup material and sealant installation shall be in accordance with these specifications.

Existing Sealant Removal: Any in-place sealant shall be removed from the joint using a vertical cutting edge tool; however, V-shape plow tools will not be permitted. A power driven concrete high pressure water blasting will be permitted.

The sealant shall be removed to the depth required to accommodate any separating and/or backup material used, and to provide the specified depth for the new sealant material to be installed.

Refacing of Joints: Joints shall be sawed or refaced using a power driven concrete saw with diamond or abrasive blades to remove all old sealant from the joint faces to expose new clean concrete and, if required, to cut the joint to the width and depth necessary to provide for an effective shape factor in the joint sealant.

Cleaning Prior to Resealing: Following all sawing, resawing, or refacing operations, the joint faces and opening shall be thoroughly cleaned by sandblasting followed by an oil-free air jet to remove all cuttings or debris remaining on the faces or in the joint opening. The newly exposed joint faces shall be cleaned by sandblasting. The sandblast joint cleaning operation shall be such that when completed the concrete joint surface which is to receive the new joint sealant shall be free of all tar and asphalt, all old sealant, all discoloration and stain, as well as any and all other forms of contamination of the pore structure--leaving a clean, dry, newly exposed concrete surface.

Immediately prior to the placement of the backup material and the sealant, the joints shall be cleaned with a compressed air stream of at least 100 psi (690 kPa) measured at the source.

The air compressors used for the purpose described above must be equipped with traps capable of removing moisture and oil from the air. Work shall be stopped when there is oil or moisture in the compressed air. Work shall not resume until suitable adjustments are made and the air stream is found to be free of such contaminants.

Under no conditions will the Contractor be permitted to place the sealant if there is dust, moisture, oil, or any other contaminants on that portion of the concrete which is to receive the joint sealant.

The Contractor shall be responsible for protecting the public from hazard or damage during the sandblasting and joint cleaning operations. Rigidly supported plywood sheeting or other suitable material and method used for this purpose shall be subject to the approval of the Engineer.

During all operations, care shall be taken not to damage the subbase, curbs, shoulders, load transfer devices, or pavement. In the event that such damage occurs, it shall be repaired to the satisfaction of the Engineer at no expense to the State.

Limits of Joint Preparation: The work required for the removal of existing joint sealant, widening and/or deepening of the joint openings, if required, refacing of joint faces, and sandblasting of the joint faces should proceed at reasonable production rates. The final stages of joint preparation which includes air pressure cleaning of joints, and placement of separating and/or backup material shall be limited to only that length of joint that can be resealed during a day's production.

Installation of Pourable Sealant: A copy of the manufacturer's recommendations pertaining to the heating and application of the sealant shall be submitted to the Engineer prior to the commencement of work and these recommendations shall be adhered to and followed by the Contractor, with such exceptions as this specification may require.

At the start of the day's operations special procedures may be necessary in order to achieve a sealant temperature consistent with this specification. The Contractor shall ascertain from the manufacturer of the apparatus he is using, the procedures necessary and be able to so execute these procedures prior to his commencement of joint sealing operations.

The recommended pouring temperature shall be 10 degrees (5.5 degrees) below the manufacturer's designated Safe Heating Temperature. The allowable variance from the recommended pouring temperature shall be ± 10 degrees (± 5 degrees).

The first gallon (4 liters) of material to flow out of the applicator wand at the beginning of the day shall be considered spoil and as such be discarded into a container for proper disposal.

The applicator wand shall be returned to the machine and the material recirculated immediately upon the completion of each joint sealing.

Sealant compound shall not be placed unless the face of the joint is completely dry, clean and free of dust, and backup material installed at the required depth to provide a uniform, specified sealant thickness. Manufacturer's recommendations for application temperature shall be followed, however, the atmospheric and pavement temperature shall both be at least 50 degrees F (10 degrees C) but not greater than 90 degrees F (32 degrees C) at the time of application of the sealant. Installation of the sealant shall be such that the in-place sealant shall be well bonded to the concrete and free of voids or entrapped air. The joints shall be uniformly sealed in a neat and workmanlike manner, so that upon completion of the work, the surface of the sealant material shall be $1/4$ in. $\pm 1/16$ in (6 mm ± 1.5 mm) below the adjacent pavement surface. The Contractor shall "spot up" or refill all low joints before final acceptance. Any excess material on the surface of the pavement shall be removed and the pavement surface shall be left in a clean condition. Unless otherwise specified, the period of cure shall be in accordance with the manufacturer's recommendations. Vehicular or heavy equipment traffic shall not be permitted on the pavement in the area of the joints during the curing period.

The sealant shall be placed to conform with the dimensions and shape shown on the Plans and as specified herein. Any failure of the sealed joint due to lack of adhesion or cohesion of joint material; improper or

unsatisfactory workmanship by the Contractor; or damage by the Contractor's operations or traffic will be cause for rejection. The joint(s) shall be repaired to the Engineer's satisfaction at no additional cost to the Department.

After a joint has been sealed, all excess sealant or other residue on the pavement surface shall be removed. Traffic shall not be permitted over sealed joints until the sealant is tackfree and until debris from traffic does not imbed into the sealant.

Method of Measurement:

The quantity of crack and joint sealing will be measured as the actual number of linear feet (meters) of cracks and joints sealed and accepted measured along the crack and/or joint, end to end.

Basis of Payment:

The quantity of transverse and longitudinal cracks and joints cleaned and resealed, measured from end-to-end shall be paid for at the Contract unit price per linear foot (meter) for "Crack and Joint Sealing Less than 3/4 in. (19 mm) Wide, and "Crack and Joint Sealing, 3/4 in. to 1 3/4 in. (19 mm to 44 mm) Wide. Price and payment will constitute full compensation for furnishing and placing hot poured joint sealer as specified on the Plans or as directed, backup material, for removal and disposal of existing joint sealer, for all joint resawing and refacing, for sandblast cleaning, airblast cleaning, for all labor, tools, equipment, and incidentals necessary to complete the item.

11/8/01

602572 - REPAIRING EXISTING P.C.C. STRUCTURES

Description:

This work consists of furnishing all materials, and repairing the existing concrete structure with an approved patch mortar in accordance with notes and details on the Plans, and as directed by the Engineer.

Materials:

The material for the grout shall be MARK 194 PATCH MORTAR manufactured by POLY-CARB, 33095 Bainbridge Road, Cleveland, Ohio 44139, (telephone 1-800-225-5649 or 1-216-248-1223); EMACO R320 CI manufactured by Master Builders, Inc., 23700 Chagrin Boulevard, Cleveland, Ohio 44122 (telephone 1-216-831-5500 or 1-800-227-3350); SIKATOP 123 Plus manufactured by Sika Corporation, P. O. Box 297, Lyndhurst, NJ 07071, telephone 1-201-933-8800; or approved equal.

The patch mortar shall match the color and texture of the existing concrete surface as closely as possible. The Contractor shall submit to the Engineer all technical data relating to the product for approval.

Construction Methods:

All deteriorated, loose and honeycombed concrete as determined by the Engineer shall be removed from the surface areas to be repaired with a pneumatic hammer. Unless specified otherwise on the Plans, the size of the hammer shall be 15 lbs. (7 kg) max. for superstructure repair and 30 lbs. (14 kg) max for substructure repairs.

All prepared surfaces shall be cleaned by shot or grit blasting to remove dust, oil, grease, and other contaminants as determined by the Engineer. The surface areas shall be cleaned with water under high pressure and the excess water shall be removed by high air pressure or high-powered vacuum to render a dry surface area prior to the application of the mortar.

The patch mortar shall be applied in lifts of no more than 2" (50 mm) or as recommended by the manufacturer. After the top application of patch mortar, the material shall be hand troweled to obtain a smooth final surface.

The Contractor shall follow the manufacturer's recommendations for surface preparation, mixing of patch mortar, applications, and time limitations. If a conflict exists between these specifications and the manufacturer's recommendations, the latter will prevail.

Method of Measurement:

The quantity of mortar will be measured as the actual pounds (kilograms) of mortar placed and accepted. The pounds (kilograms) of mortar used will be calculated by multiplying the number of powder bags used by the weight of the bag. The liquid component will be considered incidental to the item.

Basis of Payment:

The quantity of mortar will be paid for at the Contract unit price per pound (kilogram). Price and payment shall be full compensation for furnishing all materials, removal and disposal of deteriorated concrete, surface preparation, application, shot or grit blasting and air blasting, for all tools, equipment, labor, and all necessary incidentals to complete the work.

01/17/01

602580 - PARTIAL REMOVAL OF PCC MASONRY

Description:

Removal of portion of existing portland cement concrete structure shall consist of removing portions or all of the portland cement concrete curbs, parapets, deck at the joints, concrete beams, diaphragms, abutment backwalls, etc., as specifically indicated on the Plans and as directed by the Engineer.

Construction Methods:

The method of removal employed must meet the approval of the Engineer. The technique chosen must not be detrimental to the remaining structure. Pneumatic hammers, if used, shall not exceed 16 lb (7 kg) unless specified otherwise on the Plans.

During removal operations, the Contractor shall make full provisions for maintenance and protection of vehicular traffic. All removed material shall become the property of the Contractor and shall be removed from the site and disposed of on spoil areas approved by the Engineer.

All bar reinforcement, exposed during the removal of the concrete and intended for re-use in the new construction, shall be thoroughly cleaned of rust and other foreign material by shot or grit blasting to the satisfaction of the Engineer. There shall be no separate payment for such work, and the cost shall be included in the item. After removal of all concrete as required, the remaining concrete surface shall be thoroughly cleaned with oil-free compressed air.

The use of explosives is not permitted.

Method of Measurement:

The quantity of removed existing portland cement concrete will be measured as the number of cubic yards (meters) of concrete removed as directed on the Plans or by the Engineer.

Basis of Payment:

The quantity of removed existing portland cement concrete will be paid for at the Contract unit price per cubic yard (meter). Price and payment shall constitute full compensation for removal and disposal of portions of existing concrete structures as applicable and required above, surface preparation including airblast cleaning, shot or grit blast cleaning of reinforcement bars for protection of traffic if applicable during removal operation, for all labor, equipment, tools, and incidentals necessary to complete the work.

3/14/02

602586 - REHABILITATION OF CONCRETE STRUCTURE

Description:

This work consists of preparation and furnishing all materials, and repairing portions of the existing concrete substructure and/or superstructure in accordance with the notes and details on the Plans and as directed by the Engineer.

All applicable requirements of Section 602 of the Standard Specification for performing the work under this item shall be applicable except as modified herein.

Materials:

Concrete for repair work shall consist of a mixture of Portland Cement, aggregate, water, and other admixtures to provide a workable concrete. The Contractor has the option of using either Class A Concrete, Micro-Silica Modified Concrete, or Latex Modified Concrete for this item. The minimum concrete temperature at the time of placement shall be 75 F (24 C). The mix shall have a minimum compressive strength of 2000 psi (15 MPa) in 6 hours, if required in the Plans, and 4500 psi (30 MPa) in 28-days. The following shall be included in the Portland Cement Concrete mixture composition supplied by the Contractor:

Coarse Aggregate - Del. No. 8 Stone meeting the grading requirements of Section 813

Coarse Aggregate/Sand Ratio - 50 to 60%

Portland Cement Type I - 705 lb/yd³ (418 kg/m³) [Min.]

Water/Cement ratio - 0.45 (Max.)

Slump - 3" - 6 (75 to 150 mm)

Air - 5 % to 8%

Admixture - The quantity and AASHTO type or combination of AASHTO types of admixtures shall be determined by the Contractor.

If the Contractor chooses to use Class A concrete, the concrete shall have materials present in the mixture to mitigate alkali-silica reactivity (ASR) as per Section 812. Also, accelerators, if used, shall be non-chloride based.

If the Contractor chooses to use Micro-Silica Modified Concrete, the Micro-Silica shall conform to the requirements of AASHTO M307. If the Contractor chooses Latex Modified Concrete, the Latex Modifier shall be non-toxic, film forming, polymeric emulsion to which all stabilizers have been added at the point of manufacture, and shall be homogeneous and uniform in composition.

The Contractor shall be responsible for the quality of the concrete placed in any weather or atmospheric conditions. A smooth, durable riding surface of uniform texture, true to the required grade and cross-section, shall be obtained.

If Class A Concrete is utilized, prior to concrete placement, an approved bonding agent shall be applied to the existing concrete to ensure proper bond. If either the Micro-Silica Modified Concrete or the Latex Modified Concrete are utilized, the bonding agent shall be the rehabilitation concrete grout, placed and brushed into the rehabilitation areas. The grout shall be scrubbed onto the rehabilitation areas with enough care to ensure that all surfaces are evenly covered and that excess grout will not collect in low area.

Reinforcement, if required, shall be as indicated on the Plans.

Construction Methods:

All deteriorated, loose, and honeycombed concrete, as determined by the Engineer, shall be removed from the surface areas to be repaired with a pneumatic hammer. Unless specified otherwise on the Plans, the size of the hammer shall be 15 lb (7 kg). maximum for superstructure repair and 30 lb (14 kg). maximum for substructure repair.

All bar reinforcement exposed during the removal of the concrete shall be thoroughly cleaned of rust and other foreign material by abrasive grit (use non silica, low dusting abrasive) blasting and then cleaned with a stream of compressed air before starting any repair work. In the case of damaged bar, it shall be cut and mechanically spliced or replaced with a new bar of the same size and lapped or field-welded to the ends of

the existing bar to the satisfaction of the Engineer. There shall be no separate payment for such work, and the cost shall be included in the item except that the new reinforcing bar will be paid for separately under a separate item in this Contract.

The Contractor shall submit to the Engineer a drawing showing details of forms and support system with appropriate dimensions for approval prior to the placing of concrete to repair the structure.

Concrete shall not be allowed to drop from the top of the forms which could otherwise result in the separation of the mix. Only approved mixing and placing equipment shall be used in preparation and handling of the concrete. Oil and other rust inhibitors shall be removed from all equipment in contact with the concrete before the mixes are used.

Method of Measurement:

The quantity of rehabilitation of concrete structure will be measured as the number of cubic feet (cubic meters) of concrete placed for the purpose of structure rehabilitation and accepted.

Basis of Payment:

The quantity of rehabilitation of concrete structure will be paid for at the Contract unit price per cubic feet (cubic meter). Price and payment will constitute full compensation for furnishing and placing all materials including concrete, abrasive grit blast cleaning of reinforcement bars, splicing and/or replacement of existing reinforcement bars, removal and disposal of deteriorated concrete, placement and removal of formings, surface preparation, for submission of working drawings, and all other work as described herein and on the Plans, for all labor, tools, equipment, and necessary incidentals to complete the work but shall not constitute payment for new bar reinforcement which shall be paid for under a separate item of this Contract.

3/14/02

602603 - HIGH EARLY STRENGTH CONCRETE

Description:

Work under this item shall conform to the requirements of Section 602.01 of the Standard Specifications and these Special Provisions.

This item shall include concrete for cast-in-place slabs as shown on the plans or as directed by the Engineer.

Materials:

High early strength concrete shall be air-entrained concrete composed of portland cement, fine and coarse aggregate, admixtures, and water. The air-entraining feature may be obtained by the use of either air-entraining portland cement or an approved air-entraining admixture. The entrained air content shall be not less than 4 percent or more than 7 percent.

The Contractor shall design and submit to the Engineer a concrete mix which shall attain a 24 hour strength (f'c) of 4,500 psi. The Contractor shall further provide a certificate stating that the mix submitted shall meet the requirements.

1. Coarse aggregate shall consist of broken stone, having a maximum size of 3/4 inches, conforming to the requirements of Section 812 of the Standard Specifications.
2. Fine aggregate shall conform to the requirements of Section 812 of the Standard Specifications.
3. Cement shall conform to the requirements of Section 812 of the Standard Specifications except that all portland cement shall conform to the requirements of AASHTO M85.
4. Water shall conform to the requirements of Section 812 of the Standard Specifications.
5. Admixtures shall conform to the requirements of Section 812 of the Standard Specifications.
6. Joint seal at abutments shall conform to the details shown on the plans.

Construction Methods:

Construction methods shall conform to the requirements in Section 602 of the Standard Specifications and these Special Provisions.

Curing: Amend the second sentence of Section 602.34 of the Standard Specifications as follows:

All concrete shall be kept constantly moist and protected against any drying action and cured until the strength of the concrete reaches 4,500 psi or until just prior to opening to traffic. All exposed surfaces shall be cured by the Water Method as specified in Section 602.34 of the Standard Specifications.

Method of Measurement:

The number of cubic yards of High Early Strength Concrete to be paid for under this section is the number of concrete complete in place and accepted. In computing the concrete yardage for payment, the dimensions used shall be those shown on the plans, or as ordered in writing.

Basis of Payment:

This material will be paid for at the contract unit price per Cubic Yard for "High Early Strength Concrete," complete in place, which price shall include all materials, equipment, tools, labor, and work incidental thereto. Steel bar reinforcement, expansion joint assembly, and compression seal are paid separately.

602626 - ROUT AND SEAL CRACKS

Description:

This work consists of furnishing of all materials and necessary labor to rout and seal cracks as detailed and located on the plans and in accordance with these specifications.

Materials:

Sealant shall meet or exceed the requirements of ASTM C920 and may or may not require a primer for bonding to concrete. The sealant shall be used only in non-traffic vertical and horizontal applications.

Low or Medium Modulus, Neutral Curing, Silicone Sealant: Where joint sealants in exterior vertical surfaces and non-traffic horizontal surfaces are indicated, provide products complying with the following:

Products: Available products include the following:

- A. 888; Dow Corning.
- B. 795; Dow Corning.
- C. HiFlex 393; NUCO Industries, Inc.
- D. PSI-631 Polymeric Systems, Inc.
- E. SM5731 Poly-Glaze; Schnee-Morehead, Inc.
- F. SM5733 Poly-Glaze; Schnee-Morehead, Inc.
- G. Sectrem 2; Tremco.
- H. Tremsil 600; Tremco.

Type and Grade: S (single component) and NS (nonsag).

Class: 25.

Use Related to Exposure: NT (nontraffic).

Uses Related to Joint Substrates: M, G, and A.

Color: Federal Standard 595 No. 26440

Primer: Material recommended by joint sealant manufacturer where required for adhesion of sealant to joint substrates indicated, as determined from preconstruction joint-sealant-substrate tests and field tests.

Cleaners for Nonporous Surfaces: Chemical cleaners acceptable to manufacturers of sealant, free of oily residues or substances capable of staining or harming joint substrate and adjacent nonporous surfaces in any way, and formulated to promote optimum adhesion of sealants with joint substrates.

Masking Tape: Nonstaining, nonabsorbent material compatible with joint sealant and surfaces adjacent to joints.

Compatibility: Provide joint sealants, and other related materials that are compatible with one another and with joint substrates under conditions of service and application, as demonstrated by sealant manufacturer based on testing and field experience.

NOTE: Insure compatibility of joint sealant with “Waterproofing for Portland Cement Concrete Masonry” item where applicable.

Provide elastomeric joint sealants that establish and maintain watertight and airtight continuous joint seals without staining or deteriorating joint substrates.

Submittals

- A. Product Data: For each joint-sealant product indicated.

- B. Samples for Verification: For each type and color of joint sealant required. Install joint sealants in 1/2 (13 mm) wide joints formed between two 6 (150 mm) long strips of material matching the appearance of exposed surfaces adjacent to joint sealants.
- C. Product Certificates: Signed by manufacturers of joint sealants certifying that products furnished comply with requirements and are suitable for the use indicated.
- D. SWRI Validation Certificate: For each elastomeric sealant specified to be validated by SWRI's Sealant Validation Program.
- E. Preconstruction Field Test Reports: Indicate which sealants and joint preparation methods resulted in optimum adhesion to joint substrates based on preconstruction testing specified in "Quality Assurance" section.
- F. Field Test Report Log: For each elastomeric sealant application. Include information specified in "Field Quality Control" section.
- G. Compatibility and Adhesion Test Reports: From sealant manufacturer indicating the following:
 - 1. Materials forming joint substrates and joint-sealant backing have been tested for compatibility and adhesion with joint sealants.
 - 2. Interpretation of test results and written recommendations for primers and substrate preparation needed for adhesion.
- H. Product Test Reports: From a qualified testing agency indicating sealants comply with requirements, based on comprehensive testing of current product formulations.

Quality Assurance

Source Limitations: Obtain each type of joint sealant through one source from a single manufacturer.

Preconstruction Compatibility and Adhesion Testing: Submit to joint sealant manufacturers, for testing indicated below, samples of materials that will contact or affect joint sealants.

- 1. Use manufacturer's standard test methods to determine whether priming and other specific joint preparation techniques are required to obtain rapid, optimum adhesion of joint sealants to joint substrates.
 - a. Perform test under environmental conditions replicating those that will exist during installation.
- 2. Schedule sufficient time for testing and analyzing results to prevent delaying the work.
- 3. For materials failing tests, obtain joint sealant manufacturer's written instructions for corrective measures, including the use of specially formulated primers.
- 4. Testing will not be required if joint sealant manufacturers submit joint preparation data that are based on previous testing of current sealant products for adhesion to, and compatibility with, joint substrates and other materials matching those submitted.

Product Testing: Obtain test results for "Product Test Reports" Paragraph in "Submittals" section from a qualified testing agency based on testing current sealant formulations within a 36-month period.

- 1. Testing Agency Qualifications: An independent testing agency qualified according to ASTM C1021 to conduct the testing indicated, as documented according to ASTM E548.
- 2. Test elastomeric joint sealants for compliance with requirements specified by reference to ASTM C920, and where applicable, to other standard test methods.
- 3. Test elastomeric joint sealants according to SWRI's Sealant Validation Program for compliance with requirements specified by reference to ASTM C920 for adhesion and cohesion under cyclic movement, adhesion-in peel, and indentation hardness.

Preconstruction Field Adhesion Testing: Before installing elastomeric sealants, field test their adhesion to joint substrates as follows:

- 1. Locate test joints where indicated or, if not indicated, as directed by Engineer.
- 2. Conduct field tests for each application indicated below:
 - a. Each type of elastomeric sealant and joint substrate indicated.
- 3. Notify Engineer seven days in advance of dates and times when test joints will be installed.
- 4. Arrange for tests to take place with joint sealant manufacturer's technical representative present.
- 5. Test Method: Test joint sealants by hand-pull method described below:
 - a. Install joint sealants in 60 (1500 mm) long joints using same materials and methods for joint preparation and joint sealant installation required for the completed work. Allow sealant to cure fully before testing.
 - b. Make knife cuts from one side of joint to the other, followed by two cuts approximately 2 (50 mm) long at sides of joint and meeting cross cut at one end. Place a mark 1 (25 mm) from crosscut end of 2 (50 mm) piece.

- c. Use fingers to grasp 2 (50 mm) piece of sealant between crosscut end and 1 (25 mm) mark; pull firmly at a 90-degree angle or more in direction of side cuts while holding a ruler along side of sealant. Pull sealant out of joint to the distance recommended by sealant manufacturer for testing adhesive capability, but not less than that equaling specified maximum movement capability in extension; hold this position for 10 seconds.
6. Report whether sealant in joint connected to pulled out portion failed to adhere to joint substrates or tore cohesively. Include data on pull distance used to test each type of product and joint substrate. For sealants that fail adhesively, retest until satisfactory adhesion is obtained.
7. Evaluation of Preconstruction Field Adhesion Test Results: Sealants not evidencing adhesive failure from testing, in absence of other indications of noncompliance with requirements, will be considered satisfactory. Do not use sealants that fail to adhere to joint substrates during testing.

Mockups: Before installing joint sealants, apply elastomeric sealants as follows to verify selections made under sample Submittals and to demonstrate aesthetic effects and qualities of materials and execution:

1. Joints in mockups of assemblies specified in other Sections that are indicated to receive elastomeric joint sealants, which are specified by reference to this Section.

Delivery, Storage, and Handling

Deliver materials to Project site in original unopened containers or bundles with labels indicating manufacturer, product name and designation, color, expiration date, pot life, curing time, and mixing instructions for multicomponent materials.

Store and handle materials in compliance with manufacturer's written instructions to prevent their deterioration or damage due to moisture, high or low temperatures, contaminants, or other causes.

Project Conditions

Environmental Limitations: Do not proceed with installation of joint sealants under the following conditions:

1. When ambient and substrate temperature conditions are outside limits permitted by joint sealant manufacturer.
2. When ambient and substrate temperature conditions are outside limits permitted by joint sealant manufacturer or are below 40 F (4.4 C).
3. When joint substrates are wet.

Joint Width Conditions: Do not proceed with installation of joint sealants where joint widths are less than those allowed by joint sealant manufacturer for applications indicated.

Joint Substrate Conditions: Do not proceed with installation of joint sealants until contaminants capable of interfering with adhesion are removed from joint substrates.

Construction Methods:

Examine joints indicated to receive sealant, with installer present, for compliance with requirements for joint configuration, profile, and other conditions affecting joint-sealant performance. Proceed with installation only after unsatisfactory conditions have been corrected.

After routing operations are complete and immediately prior to installing joint sealant clean out joints to comply with joint sealant manufacturer's written instructions and the following requirements:

Remove all foreign material from joint substrate that could interfere with adhesion of joint sealant, including dust, paints (except for permanent, protective coatings tested and approved for sealant adhesion and compatibility by sealant manufacturer), oil, grease, waterproofing, water repellants, water, surface dirt, and frost.

Clean porous joint substrate surfaces by brushing, grinding, blast cleaning, mechanical abrading, or a combination of these methods to produce a clean, sound substrate capable of developing optimum bond with joint sealants. Remove loose particles from the above cleaning operations by vacuuming or blowing out joints with oil-free compressed air.

NOTE: Routing and sealing of cracks must be coordinated with activities necessary for application of Item 602521 - "Waterproofing Portland Cement Concrete Masonry."

Joint Priming: Prime joint substrates where recommended in writing by the joint sealant manufacturer; based on preconstruction joint sealant substrate tests or prior experience. Apply a primer to comply with joint sealant manufacturer's written instructions. Confine primers to areas of joint sealant bond; do not allow spillage or migration onto adjoining surfaces.

Installation of Joint Sealants

General: Comply with joint sealant manufacturer's written installation instructions for products and applications indicated, unless requirements that are more stringent apply.

Sealant Installation Standard: Comply with recommendations of ASTM C1193 for use of joint sealants as applicable to materials, applications, and conditions indicated.

Install sealants by proven techniques to comply with the following:

1. Place sealants so they directly contact and fully wet joint substrates.
2. Completely fill recesses provided for each joint configuration.
3. Produce uniform, cross-sectional shapes and depths relative to joint widths that allow optimum sealant movement capability.

Tooling of Nonsag Sealants: Immediately after sealant application and before skinning or curing begins, tool sealant according to requirements specified below to form smooth, uniform beads of configuration indicated; to eliminate air pockets; and to ensure contact and adhesion of sealant with sides of joint.

1. Remove excess sealants from surfaces adjacent to joint.
2. Use tooling agents that are approved in writing by sealant manufacturer and that do not discolor sealants or adjacent surfaces.
3. Provide concave joint configuration per Figure 5A in ASTM C1193, unless otherwise indicated.

Field Quality Control

Field Adhesion Testing: Field test joint sealant adhesion to joint substrates as follows:

1. **Extent of Testing:** Test completed elastomeric sealant joints as follows:
 - a. Perform 10 tests for the first 1000' (300 m) of joint length.
 - b. Perform one test for each 1000' (300 m) of joint length thereafter.
2. **Test Method:** Test joint sealants by hand pull method described below:
 - a. Make knife cuts from one side of joint to the other, followed by two cuts approximately 2" (50 mm) long at sides of joint and meeting cross cut at one end. Place a mark 1" (25 mm) from crosscut end of 2" (50 mm) piece.
 - b. Use fingers to grasp 2" (50 mm) piece of sealant between crosscut end and 1" (25 mm) mark; pull firmly at a 90-degree angle or more in direction of side cuts while holding a ruler along side of sealant. Pull sealant out of joint to the distance recommended by sealant manufacturer for testing adhesive capability, but not less than that equaling specified maximum movement capability in extension; hold this position for 10 seconds.
3. Inspect joints for complete fill, for absence of voids, and for joint configuration complying with specified requirements. Record results in a field adhesion test log.
4. Inspect tested joints and report on the following:
 - a. Whether sealants in joints connected to pulled out portion failed to adhere to joint substrates or tore cohesively. Include data on pull distance used to test each type of product and joint substrate. Compare these results to determine if adhesion passes sealant manufacturer's field adhesion hand pull test criteria.
 - b. Whether sealants filled joint cavities and are free from voids.
 - c. Whether sealant dimensions and configurations comply with specified requirements.
5. Record test results in a field adhesion test log. Include dates when sealants were installed, names of persons who installed sealants, test dates, test locations, whether joints were primed, adhesion results and percent elongations, sealant fill, sealant configuration, and sealant dimensions.
Repair sealants pulled from test area by applying new sealants following same procedures used to originally seal joints. Ensure that original sealant surfaces are clean and new sealant contacts original sealant.

6. Evaluation of Field Test Results: Sealants not evidencing adhesive failure from testing or noncompliance with other indicated requirements, will be considered satisfactory. Remove sealants that fail to adhere to joint substrates during testing or to comply with other requirements. Retest failed applications until test results prove sealants comply with indicated requirements.

Cleaning: Clean off excess sealants or sealant smears adjacent to joints as the work progresses by methods and with cleaning materials approved in writing by manufacturers of joint sealants and of products in which joints occur.

Protection: Protect joint sealants during and after curing period from contact with contaminating substances and from damage resulting from construction operations or other causes so sealants are without deterioration or damage at time of Substantial Completion. If, despite such protection, damage or deterioration occurs, cut out and remove damaged or deteriorated joint sealants immediately so installations with repaired areas are indistinguishable from the original work.

Method of Measurement:

The quantity of "Rout and Seal Cracks" will be measured as the number of linear feet (linear meters) of "Rout and Seal Cracks" installed and accepted.

Basis of Payment:

The quantity of "Rout and Seal Cracks" will be paid for at the Contract unit price per linear foot (linear meter) of crack that its routed and sealed as indicated and detailed on the plans and in accordance with this special provision. Price and payment will constitute full compensation for furnishing and placing all materials, routing of crack, removal of surplus material, dewatering and lighting as may be required, and all labor, equipment, tools and incidentals required to complete the work.

11/14/02

602646 - SILICONE ACRYLIC CONCRETE SEALER

Description:

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

Materials:

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

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

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

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

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

Surface Preparation:

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

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

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

Construction Methods:

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

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

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

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

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

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

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

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

Method of Measurement:

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

Basis of Payment:

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

2/1/07

605573 - STEEL PLATES, 4'x 6' x 3/4"

Description:

This work consists of furnishing, placing and maintaining steel plates within the limits delineated on the plans, or as directed by the Engineer. After the steel plates are no longer required, the steel plates shall become the property of the Contractor.

Materials:

Plates shall be ASTM-A36 and be 4 feet (1.2 m) by 6 feet (1.8 m) by 3/4 inches (19 mm) thick.

Construction Methods:

The Contractor shall place the steel plates as required prior to any clearing and grubbing, excavation or demolition. The exact location of the utility shall be determined by the Engineer and verified by a representative of the utility before placing any plates. All necessary precautions shall be taken not to disturb the utilities facility while placing the plates and under no circumstances shall any construction vehicles be allowed to run overtop of the facility prior to placement of the plates. The 4 foot side of the plate shall be placed along the length of the facility (i.e., the 6 foot (1.8 m) side would cross the width).

Method of Measurement:

The work shall be measured by the number of steel plates placed over the facility.

Basis of Payment:

The number of steel plates as provided above shall be paid for at the contract unit price per Each for "Steel Plates, 4' x 6' x 3/4"," which price and payment shall constitute full compensation for furnishing, placing, maintaining and removing the plates, for all labor, tools, equipment, and necessary incidentals to complete the job.

9/25/02

- 612520 - CORRUGATED POLYETHYLENE PIPE, TYPE S, 15"
- 612522 - CORRUGATED POLYETHYLENE PIPE, TYPE S, 12"
- 612523 - CORRUGATED POLYETHYLENE PIPE, TYPE S, 18"
- 612524 - CORRUGATED POLYETHYLENE PIPE, TYPE S, 24"
- 612525 - CORRUGATED POLYETHYLENE PIPE, TYPE S, 30"
- 612526 - CORRUGATED POLYETHYLENE PIPE, TYPE S, 36"
- 612530 - CORRUGATED POLYETHYLENE PIPE, TYPE S OR D, 42"
- 612531 - CORRUGATED POLYETHYLENE PIPE, TYPE S OR D, 48"
- 612534 - CORRUGATED POLYETHYLENE PIPE, TYPE S, 8"
- 612544 - CORRUGATED POLYETHYLENE PIPE, TYPE S, 60"

Description:

This work consists of furnishing and installing corrugated polyethylene pipe with a smooth interior in a reasonably close conformity with lines and grades indicated on the Plans, and as directed by the Engineer.

Materials:

Pipes, couplings and fittings shall be made of polyethylene compounds, and shall meet all applicable requirements of AASHTO M294 current edition Type S or Type D for pipe sizes 12" (300 mm) and larger. Polyethylene pipes, couplings and fittings less than 12" (300 mm) in diameter shall meet the requirements of AASHTO M252 current edition. The pipes and fittings shall be free of foreign inclusions and visible defects and pipe shall be cut squarely and cleanly so as to not adversely affect joining or connecting. Visible defects such as cracks, creases, unpigmented or nonuniformly pigmented pipe are not permissible in the pipe as furnished.

Joints for all pipe and fittings shall use gasketed watertight bell/spigot or bell/bell couplers. The gaskets shall meet the requirements of ASTM F477 and the joint system shall be certified to meet a 10.8 psi (74 kPa) laboratory test per ASTM D3212. In addition, the joint system shall provide sufficient longitudinal strength to preserve pipe alignment and prevent separation at the joint.

The Contractor shall provide a manufacturer's certificate signed by the manufacturer's representative stating the product was manufactured, tested and supplied in accordance with all the applicable requirements of AASHTO M-294 (or ASSHTO M252 as applicable), ASTM F477 and ASTM D3212. The manufacturer shall verify compliance with AASHTO M294 through the National Transportation Product Evaluation Program.

Construction Methods:

General. The pipe shall be installed per the notes and details shown on the plans and in accordance with the requirements of ASTM D2321 or the manufactures published guidelines whichever is more stringent. The manufactures representative must be present at the beginning of the installation unless the engineer is confident in the contractors work. Having a representative on the site or not does not dismiss the contractor's liability.

Excavation. The trench in which the pipe is laid shall be excavated in accordance with Section 208 and The Standard Construction Details to the required depth. The width of the trench shall provide a minimum clearance of 18" (450 mm) between the trench wall and the O.D. of the pipe. If flowable fill is used, trench width shall provide 6" (150 mm) between the trench wall and O.D. of the pipe. Floating of pipe must be controlled. When multiple pipes are place side by side, a minimum of 18" (450 mm) shall be allowed between pipes or 6" (150 mm) if flowable fill is used.

Minimum cover for pipe under pavement, including local roads, subdivision roads and non-residential driveways, shall be 1' measured from the top of pipe to bottom of pavement. The minimum cover for pipe under the travel way of roads with higher classifications shall be 2' measured from the top of pipe to the bottom of pavement. Otherwise, the cover shall be 1' measured from the top of pipe to top of grade unless otherwise recommended by the manufacturer to prevent pipe flotation.

Bedding of Pipe. Unless noted otherwise, all pipes shall be placed on Class C bedding as shown on The Standard Construction Details. The outside thirds of the bedding material shall be compacted. The areas

around the joints shall be hand excavated to accommodate the bell when the outside diameter of the bell is greater than the pipe.

Joints. The spigot of the pipe shall be fully inserted into the bell to ensure a tight joint.

Laying Pipe. All pipe shall be laid in an upgrade direction unless otherwise directed. The pipe shall be laid with the lowest point of the inside diameter conforming to the flow line shown on the Plans. All pipe shall be carefully laid with the bell ends upgrade, with the spigot ends fully entered into the adjoining bell, and true to the lines and grades shown on the Plans, or as directed. Any pipe which is not in true alignment, or which shows any settlement after laying, shall be taken up and re-laid. Unsuitable material encountered below the flow line of the pipe shall be removed to a depth and replaced, as directed.

Backfill. Placement of backfill shall conform to Section 208 except as follows:

The initial backfill lift shall not exceed 12" (300 mm) of loose material or be higher than the spring line of the pipe. The material shall be sliced into the haunches of the pipe using a shovel. A maximum of 8" (200 mm) of loose material shall be placed for each remaining lift. Caution shall be taken not to hit the pipe with any mechanical compaction equipment. Caution shall also be taken not to disturb the pipes alignment.

Where heavy construction equipment is expected to travel over the shallow buried pipe the pipe shall be protected by temporarily placing a cover of material as recommended by the manufacturer.

Method of Measurement:

The quantity of polyethylene pipe will be measured as the actual number of linear feet (linear meters) of each type of pipe placed and accepted, measured from end to end of pipe, including structure wall thickness, but excluding structure interior.

Basis of Payment:

The quantity of polyethylene pipe will be paid for at the Contract unit price per linear foot (linear meter) for each type of pipe. Price and payment will constitute full compensation for furnishing, hauling, and installing pipe; for excavation and backfill, for furnishing and placing Type C Borrow, (#57 stone may be substituted under roadway), for all cribbing or foundation treatment (Class C bedding) necessary to prevent settlement; for all shoring and sheeting; for the replacement of any pipe which is not true in alignment or which shows any settlement after laying; for verifying and correcting deflection, for protection of shallow buried pipe and for all material, labor, equipment, tools, and incidentals required to complete the work. Payment for excavation and replacement of unsuitable material encountered below the Class C bedding will be provided for under Section 208.

For round pipe under 24" (600 mm) nominal inside diameter, the excavation (excluding rock), backfill, and backfilling will be included in the price for this work. For pipe of nominal inside diameter or horizontal dimension of 24" (600 mm) and over, payment for excavation and backfill will be in accordance with Section 208. Furnishing of Borrow Type C for pipe of nominal inside diameter or horizontal dimension of 24" (600 mm) and over, will be paid for under Section 210.

Payment for excavation and replacement of unsuitable material encountered below the flow line of pipe will be provided for under Section 208.

612535 - CLEANING DRAINAGE PIPE, 15" - 24" DIA.
612536 - CLEANING DRAINAGE PIPE, GREATER THAN 24" DIA.

Description:

This work consists of cleaning existing drainage pipe. It is the intent that equipment and cleaning methods used to perform this work conform to Specification Guidelines prepared by the National Association of Sewer Service Companies (NASSCO) hereinafter referred to as the NASSCO Specifications.

Materials and Construction Methods:

Water used for cleaning shall be safe for all downstream environments. The source for the cleaning water shall be approved by the Engineer.

Equipment and construction methods shall be in accordance with the requirements under Sewer Line Cleaning, High-Velocity Jet (Hydrocleaning) found in the NASSCO Specifications. Equipment shall be operated in accordance with the manufacturer's instructions. The cleaning operation shall consist of up to three passes of the hydrocleaning equipment. If three passes do not adequately clean the pipe, the Engineer may direct the Contractor to use other procedures covered by other item(s) of work.

Material removed during the pipe cleaning operation shall be disposed by the Contractor at a site approved by the Engineer.

Method of Measurement:

The quantity of drainage pipe cleaned will be measured as the actual number of linear feet (linear meters) of pipe cleaned and accepted measured from end to end.

Basis of Payment:

The quantity of pipe cleaned will be paid for at the Contract unit price per linear foot (linear meter). Price and payment will constitute full compensation for furnishing equipment and water, disposing of removed material and for all labor, equipment, tools and incidentals to complete the work.

12/8/09

612537 - HEAVY CLEANING OF DRAINAGE PIPE

Description:

This work consists of cleaning existing drainage pipe that is blocked by deposits, roots, etc. that cannot be removed by normal hydrocleaning procedures. It is the intent that equipment and methods used to perform this work conform to the Specification Guidelines prepared by the National Association of Sewer Service Companies (NASSCO) hereinafter referred to as the NASSCO Specifications.

Materials and Construction Methods:

Equipment and construction methods shall be in accordance with the guidelines under Sewer Line Cleaning found in the NASSCO Specifications. The method(s) to be employed under this item of work shall address the situation encountered and shall be approved by the Engineer before starting work.

Method of Measurement:

The quantity of heavy pipe cleaning will be measured as the actual number of hours the Contractor is actively engaged in heavy pipe cleaning work.

Basis of Payment:

The quantity of heavy pipe cleaning will be paid for at the Contract price per hour. Price and payment will constitute full compensation for furnishing all labor, equipment, tools and incidentals required to complete the work.

9/25/02

612539 - PRESSURE GROUTING PIPE JOINTS 15" - 24" DIA.
612540 - PRESSURE GROUTING PIPE JOINTS GREATER THAN 24" DIA.

Description:

This work consists of furnishing and placing chemical sealants (grout) in existing storm sewer pipes to stop infiltration. Generally, this work will be performed at pipe joints and circular cracks that are groutable. It is the intent that materials supplied and work performed under this item conform to Specification Guidelines prepared by the National Association of Sewer Service Companies (NASSCO) hereinafter referred to as the NASSCO Specifications.

Materials:

The chemical sealing (grouting) materials shall be in conformance with the NASSCO Specifications and shall be submitted to the Engineer for approval. When requested by the Engineer the grouting mix shall include an anti-shrink additive and/or a root inhibitor as approved by the Engineer. All materials shall be mixed, handled and applied in accordance with the manufacturer's recommendations.

Construction Methods:

Equipment and construction methods shall be in accordance with the requirements under Sewer Pipe Joint Sealing, Main Sewers (Packer Method) found in the NASSCO Specifications. Alternate methods and/or equipment shall be submitted to the Engineer for approval.

After successful testing and final cleaning, the Contractor shall do a television inspection of the repaired joint and submit a labelled video tape for each joint.

Method of Measurement:

The quantity of pipe joints pressure grouted will be measured as the actual number of joints grouted and accepted.

Basis of Payment:

The quantity of pipe joints pressure grouted will be paid for at the Contract unit price per each. Price and payment will constitute full compensation for furnishing and placing all materials, pressure testing the joint, removing excess sealant material in the pipe, final video inspection and for all labor, equipment, tools and incidentals required to complete the work.

9/25/02

708583 - PERSONAL GRATE FOR PIPE INLET

Description:

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

Materials:

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

Working drawings shall be submitted in accordance with Subsection 105.04.

Construction Methods:

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

Method of Measurement:

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

Basis of Payment:

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

8/23/10

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

Description:

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

Materials:

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

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

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

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

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

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

Types of Soil Retention Blanket Mulch Application

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

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

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

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

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

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

Method of Measurement:

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

Basis of Payment:

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

1/29/2013

BID PROPOSAL FORMS
CONTRACT T201303401.01
FEDERAL AID PROJECT ESTP-2013(10)
CANNOT BE USED FOR BIDDING

CONTRACT ID: T201303401.01 PROJECT(S): ESTP-2013(10)

All figures must be typewritten.

CONTRACTOR : _____

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
SECTION 0001 INTERSTATE DRAINAGE REPAIR ITEM						
0010	202000 EXCAVATION AND EMBANKMENT	CY	2000.000			
0020	206000 ROCK EXCAVATION FOR STRUCTURES AND TRENCHES	CY	100.000			
0030	208000 EXCAVATION AND BACKFILLING FOR PIPE TRENCHES	CY	500.000			
0040	209001 BORROW, TYPE A	CY	100.000			
0050	209002 BORROW, TYPE B	CY	100.000			
0060	209003 BORROW, TYPE C	CY	200.000			
0070	209006 BORROW, TYPE F	CY	400.000			
0080	210000 FURNISHING BORROW TYPE "C" FOR PIPE, UTILITY TRENCH, AND STRUCTURE BACKFILL	CY	500.000			
0090	211004 REMOVAL OF STRUCTURES AND OBSTRUCTIONS (PIPE)	LF	425.000			

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DELAWARE DEPARTMENT OF TRANSPORTATION
SCHEDULE OF ITEMS

PAGE: 2
DATE:

CONTRACT ID: T201303401.01 PROJECT(S): ESTP-2013(10)

All figures must be typewritten.

CONTRACTOR : _____

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0100	251000 SILT FENCE	1000.000 LF				
0110	268000 STABILIZED CONSTRUCTION ENTRANCE	150.000 TON				
0120	302007 GRADED AGGREGATE BASE COURSE, TYPE B	125.000 CY				
0130	302008 GRADED AGGREGATE BASE COURSE, TYPE B, PATCHING	50.000 CY				
0140	302011 DELAWARE NO. 3 STONE	1250.000 TON				
0150	302012 DELAWARE NO. 57 STONE	1750.000 TON				
0160	401821 WMA, SUPERPAVE, TYPE C, 160 GYRATIONS, PG 64-22, PATCHING	15.000 TON				
0170	401822 WMA, SUPERPAVE, TYPE B, 160 GYRATIONS, PG 64-22, PATCHING	5.000 TON				
0180	401823 WMA, SUPERPAVE, BITUMINOUS CONCRETE BASE COURSE, 160 GYRATIONS, PG 64-22, PATCHING	5.000 TON				
0190	406507 CRACK SEALING	125.000 LF				

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CONTRACTOR : _____

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0200	503501 CRACK AND JOINT SEALING LESS THAN 3/4" WIDE	15000.000 LF				
0210	503502 CRACK AND JOINT SEALING 3/4" TO 1 3/4" WIDE	750.000 LF				
0220	602001 PORTLAND CEMENT CONCRETE MASONRY, CLASS A	5.000 CY				
0230	602002 PORTLAND CEMENT CONCRETE MASONRY, CLASS B	5.000 CY				
0240	602572 REPAIRING EXISTING P.C.C. STRUCTURES	1500.000 LB				
0250	602580 PARTIAL REMOVAL OF P.C.C. MASONRY	3.000 CY				
0260	602586 REHABILITATION OF CONCRETE STRUCTURE	10.000 CF				
0270	602603 HIGH EARLY STRENGTH CONCRETE	3.000 CY				
0280	602626 ROUT AND SEAL CRACKS	50.000 LF				
0290	602646 SILICONE ACRYLIC CONCRETE SEALER	750.000 SF				

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DELAWARE DEPARTMENT OF TRANSPORTATION
SCHEDULE OF ITEMS

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CONTRACTOR : _____

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0300	605573 STEEL PLATES, 4'X6'X3/4"	15.000 EACH				
0310	612021 REINFORCED CONCRETE PIPE, 15", CLASS IV	250.000 LF				
0320	612022 REINFORCED CONCRETE PIPE, 18", CLASS IV	300.000 LF				
0330	612023 REINFORCED CONCRETE PIPE, 24", CLASS IV	400.000 LF				
0340	612025 REINFORCED CONCRETE PIPE, 30", CLASS IV	250.000 LF				
0350	612027 REINFORCED CONCRETE PIPE, 42", CLASS IV	40.000 LF				
0360	612028 REINFORCED CONCRETE PIPE, 48", CLASS IV	40.000 LF				
0370	612029 REINFORCED CONCRETE PIPE, 54", CLASS IV	40.000 LF				
0380	612034 REINFORCED CONCRETE PIPE, 36", CLASS IV	40.000 LF				
0390	612520 CORRUGATED POLYETHYLENE PIPE, TYPE S, 15"	200.000 LF				

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CONTRACTOR : _____

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0400	612524 CORRUGATED POLYETHYLENE PIPE, TYPE S, 24"	200.000 LF				
0420	612535 CLEANING DRAINAGE PIPE, 15"-24" DIA	150.000 LF				
0430	612536 CLEANING DRAINAGE PIPE, GREATER THAN 24" DIA	200.000 LF				
0440	612537 HEAVY CLEANING OF DRAINAGE PIPE	50.000 HOUR				
0450	612539 PRESSURE GROUTING PIPE JOINTS, 15"-24" DIA	50.000 EACH				
0460	612540 PRESSURE GROUTING PIPE JOINTS, GREATER THAN 24" DIA	50.000 EACH				
0470	701002 PORTLAND CEMENT CONCRETE GUTTER, 6"	7500.000 SY				
0480	701003 PORTLAND CEMENT CONCRETE GUTTER, 8"	500.000 SY				
0490	708050 DRAINAGE INLET, 34" X 18"	10.000 EACH				
0500	708051 DRAINAGE INLET, 34" X 24"	10.000 EACH				

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CONTRACTOR : _____

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0510	708052 DRAINAGE INLET, 48" X 30"	10.000 EACH				
0520	708053 DRAINAGE INLET, 48" X 48"	10.000 EACH				
0530	708054 DRAINAGE INLET, 66" X 30"	5.000 EACH				
0540	708060 REPLACE DRAINAGE INLET GRATE(S)	20.000 EACH				
0550	708061 REPLACE DRAINAGE INLET FRAME(S)	20.000 EACH				
0560	708583 PERSONAL GRATE FOR PIPE INLET	5.000 EACH				
0570	710001 ADJUSTING AND REPAIRING EXISTING DRAINAGE INLET	50.000 EACH				
0580	710002 ADJUSTING AND REPAIRING EXISTING MANHOLE	10.000 EACH				
0590	712005 RIPRAP, R-4	800.000 SY				
0600	712006 RIPRAP, R-5	400.000 SY				

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DELAWARE DEPARTMENT OF TRANSPORTATION
SCHEDULE OF ITEMS

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CONTRACT ID: T201303401.01 PROJECT(S): ESTP-2013(10)

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CONTRACTOR : _____

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0610	713001 GEOTEXTILES, STABILIZATION	2000.000 SY				
0620	713003 GEOTEXTILES, RIPRAP	3000.000 SY				
0630	714000 LATERAL OR LONGITUDINAL DITCHING	25000.000 LF				
0640	715001 PERFORATED PIPE UNDERDRAINS, 6"	200.000 LF				
0650	732002 TOPSOIL, 6" DEPTH	18000.000 SY				
0660	734013 PERMANENT GRASS SEEDING, DRY GROUND	30000.000 SY				
0670	734015 PERMANENT GRASS SEEDING, WET GROUND	5000.000 SY				
0680	735535 SOIL RETENTION BLANKET MULCH, TYPE 5	18000.000 SY				
0690	735536 SOIL RETENTION BLANKET MULCH, TYPE 6	500.000 SY				
0700	735537 SOIL RETENTION BLANKET MULCH, TYPE 7	500.000 SY				

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DELAWARE DEPARTMENT OF TRANSPORTATION
SCHEDULE OF ITEMS

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DATE:

CONTRACT ID: T201303401.01 PROJECT(S): ESTP-2013(10)

All figures must be typewritten.

CONTRACTOR : _____

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0710	741001 TREE REMOVAL 6" TO 10.9"	200.000 EACH				
0720	741002 TREE REMOVAL 11" TO 14.9"	50.000 EACH				
0730	741003 TREE REMOVAL 15" TO 18.9"	15.000 EACH				
0740	743000 MAINTENANCE OF TRAFFIC	LUMP		LUMP		
0750	743003 ARROWPANELS, TYPE C	150.000 EADY				
0760	743004 FURNISH AND MAINTAIN PORTABLE CHANGEABLE MESSAGE SIGN	100.000 EADY				
0770	743005 FURNISH AND MAINTAIN PORTABLE LIGHT ASSEMBLY	50.000 EADY				
0780	743006 PLASTIC DRUMS	7000.000 EADY				
0790	743007 TRAFFIC OFFICERS	100.000 HOUR		75.00000		7500.00
0800	743010 FURNISH AND MAINTAIN TRUCK MOUNTED ATTENUATOR, TYPE II	150.000 EADY				

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DELAWARE DEPARTMENT OF TRANSPORTATION
SCHEDULE OF ITEMS

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CONTRACT ID: T201303401.01 PROJECT(S): ESTP-2013(10)

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CONTRACTOR : _____

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0810	743023 TEMPORARY BARRICADES, TYPE III	25.000 LFDY				
0820	743024 TEMPORARY WARNING SIGNS AND PLAQUES	800.000 EADY				
0830	743056 FLAGGER, NEW CASTLE COUNTY, FEDERAL	100.000 HOUR	50.66000		5066.00	
0840	743065 FLAGGER, NEW CASTLE COUNTY, FEDERAL, OVERTIME	10.000 HOUR	73.46000		734.60	
0850	758000 REMOVAL OF EXISTING PORTLAND CEMENT CONCRETE PAVEMENT, CURB, SIDEWALK, ETC.	5000.000 SY				
0860	762001 SAW CUTTING, HOT MIX	650.000 LF				
0870	762002 SAW CUTTING, CONCRETE, FULL DEPTH	650.000 LF				
0880	763000 INITIAL EXPENSE	LUMP	LUMP			
	SECTION 0001 TOTAL					
	TOTAL BID					

CANNOT BE
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BIDDING

CERTIFICATION

Contract No. T201303401.01
Federal Aid Project No. ESTP-2013(10)

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

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

Bidder's Certification Statement [US DOT Suspension and Debarment Regulation (49 CFR 29)]:

NOTICE: All contractors who hold prime contracts (Federal Aid) with DelDOT are advised that the prime contractor and subcontractors are required to submit to DelDOT a signed and notary attested copy of the Bidder Certification Statement for each and every subcontract that will be utilized by the prime contractor. This Certification **must** be filed with DelDOT prior to written approval being granted for each and every subcontractor. Copies of the Certification Form are available from the appropriate District Construction Office.

Under penalty of perjury under the laws of the United States, that I/We, or any person associated therewith in the capacity of (owner, partner, director, officer, principal, investigator, project director, manager, auditor, or any position involving the administration federal funds):

- a. am/are not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
- b. have not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past 3 years;
- c. do not have a proposed debarment pending; and,
- d. have not been indicted, convicted, or had a civil judgement rendered against (it) by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted, indicate below to whom it applies, initiating agency, and dates of action. Providing false information may result in criminal prosecution or administrative sanctions.

(Insert Exceptions)

DBE Program Assurance:

NOTICE: In accordance with 49 CFR Part 26 the undersigned, a legally authorized representative of the bidder listed below, must complete this assurance.

By its signature affixed hereto, assures the Department that it will attain DBE participation as indicated:

Disadvantaged Business Enterprise _____ percent (blank to be filled in by bidder)

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

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

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

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

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

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

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

BIDDERS MUST ACKNOWLEDGE RECEIPT OF ALL ADDENDA AND FINAL QUESTIONS AND ANSWERS.

MUST INSERT DATE OF FINAL QUESTIONS AND ANSWERS ON WEBSITE: _____



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

Name of Bidder (Organization)

Corporate
Seal

By: _____
Authorized Signature

Attest _____

Title

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

Notary
Seal

Notary

BID BOND

TO ACCOMPANY PROPOSAL
(Not necessary if security is used)

KNOW ALL MEN BY THESE PRESENTS That: _____
of _____ in the County of _____ and State of _____ as
Principal, and _____ of _____ in the County of
_____ and State of _____ as **Surety**, legally authorized to do business in the State of
Delaware ("**State**"), are held and firmly unto the **State** in the sum of _____
Dollars (\$ _____), or _____ percent not to exceed _____
Dollars (\$ _____) of amount of bid on Contract
No. T201303401.01, to be paid to the **State** for the use and benefit of its Department of Transportation
("**DelDOT**") for which payment well and truly to be made, we do bind ourselves, our and each of our heirs,
executors, administrators, and successors, jointly and severally for and in the whole firmly by these presents.

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

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

SEALED, AND DELIVERED IN THE
presence of

Name of Bidder (Organization)
Corporate Seal By: _____
Authorized Signature

Attest _____
Title

Name of **Surety**

Witness: _____ By: _____

Title

