

STATE OF DELAWARE

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DEPARTMENT OF TRANSPORTATION

BID PROPOSAL

for

CONTRACT T201409001.01

FEDERAL AID PROJECT NO. ENHS-2014(17)

LIGHTING REPLACEMENT, INTERSTATE/EXPRESSWAYS,  
OPEN END

NEW CASTLE COUNTY

ADVERTISEMENT DATE: July 7, 2014

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 August 5, 2014

**Contract No.T201409001.01**  
**Federal Aid Project No. ENHS-2014(17)**

**LIGHTING REPLACEMENT, INTERSTATE/EXPRESSWAYS, 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 THIS CONTRACT AND TO PROVIDE THE MATERIAL, EQUIPMENT, AND LABOR FOR THE INSTALLATION AND/OR MODIFICATION OF ROADWAY LIGHTING SYSTEMS ALONG INTERSTATES/EXPRESSWAYS OF I-95, I-495, I-295, AND ROUTE 1. , 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 1, 2014.

PROSPECTIVE BIDDERS NOTES:

1. No retainage will be withheld on this contract.
2. The Department's External Complaint Procedure can be viewed on our Website at; <http://www.deldot.gov/information/business/>, or you may request a copy by calling (302) 760-2555.
3. This project incorporates the electronic bidding system **Expedite, version 5.9a.**. Bidders wishing to use the electronic bidding option will find the installation file on the plan holders bid file disk. The installation file and instructions are also available on our Website at: [http://www.deldot.gov/information/business/bids/const\\_proj\\_bid\\_info.shtml](http://www.deldot.gov/information/business/bids/const_proj_bid_info.shtml).
4. BIDDERS MUST REQUEST A CD OF THE OFFICIAL PLANS AND SPECIFICATIONS FROM THE DEPARTMENT IN ORDER TO SUBMIT A BID.
5. Please note the Special Provision titled **Changes to Project Documents During Advertisement**. The Department is using an alternative method of providing bid documents for this contract.
6. The contractor is required to have an American Traffic Safety Services Association (ATSSA) certified Traffic Control Supervisor on this project. Please provide a copy of the ATSSA certifications to the Department with the bid package. The responsibilities of the ATSSA certified Supervisor shall be for the duration of the Open End Contract.
7. The duration of this open-end contract shall be for a period of three (3) years from the date of initial Notice to Proceed. The contract time can be extended for up to one (1) year. If it is determined that a contract extension is needed and agreed upon by both parties, unit prices for all pay items during the extension shall remain the same as bid in the original contract.

Contract No.T201409001.01  
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 <sup>3</sup>	Cubic Meter	M3
C.Y.	Cubic Yard	0.7646	m <sup>3</sup>	Cubic Meter	M3
EA-DY	Each Day	N/A	EA-DY	Each Day	EA-DY
EA-MO	Each Month	N/A	EA-MO	Each Month	EA-MO
EA/NT	Each Night	N/A	EA-NT	Each Night	EA/NT
EACH	Each	N/A	EA	Each	EACH
GAL	Gallon	3.785	L	Liter	L
HOUR	Hour	N/A	h	Hour	HOUR
INCH	Inch	25.4	mm	Millimeter	MM
L.F.	Linear Foot	0.3048	m	Linear Meter	L.M.
L.S.	Lump Sum	N/A	L.S.	Lump Sum	L.S.
LA-MI	Lane Mile	1.609	LA-km	Lane-Kilometer	LA-KM
LB	Pound	0.4536	kg	Kilogram	KG
MFBM	Thousand Feet of Board Measure	2.3597	m <sup>3</sup>	Cubic Meter	M3
MGAL	Thousand Gallons	3.785	kL	Kiloliter	KL
MILE	Mile	1.609	km	Kilometer	KM
S.F.	Square Foot	0.0929	m <sup>2</sup>	Square Meter	M2
S.Y.	Square Yard	0.8361	m <sup>2</sup>	Square Meter	M2
SY-IN	Square Yard-Inch	0.8495	m <sup>2</sup> -25 mm	Square Meter-25 Millimeter	M2-25 MM
TON	Ton	.9072	t	Metric Ton (1000kg)	TON
N.A.*	Kip	4.448	kN	Kilonewton	N.A.*
N.A.*	Thousand Pounds per Square Inch	6.895	MPa	Megapascal	N.A.*

\*Not used for units of measurement for payment.

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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 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 non-working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

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

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

understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

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

\* \* \* \* \*

#### TRAINING SPECIAL PROVISIONS

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

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

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

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

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

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

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

the intention of these provisions that the training is to be provided in the construction crafts rather than clerks, 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 9 % 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 DelDOT Programs (49 CFR Part 26) and the Delaware Department of Transportation Disadvantaged Business Enterprise Program Plan; each of which is hereby incorporated and made part of this specification. Bidders are also reminded that they must be responsible and responsive bidders in all other aspects aside from the DBE Program in order to be awarded the contract.

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#### GUIDANCE FOR GOOD FAITH EFFORT

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

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

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

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

1. Failure to contract with a DBE solely because the DBE was unable to provide performance and/or payment bonds.
2. Rejection of a DBE bid or quotation based on price alone.

3. Rejection of a DBE because of its union or non-union status.
4. Failure to contract with a DBE because the contractor normally would perform all or most of the work in the contract.

Administrative reconsideration:

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

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

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**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

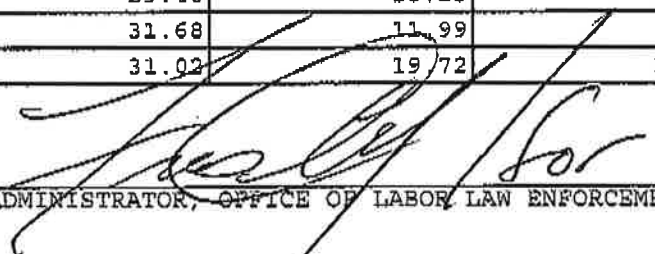
Mailing Address:  
225 CORPORATE BOULEVARD  
SUITE 104  
NEWARK, DE 19702

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

PREVAILING WAGES FOR HEAVY CONSTRUCTION EFFECTIVE MARCH 14, 2014

CLASSIFICATION	NEW CASTLE	KENT	SUSSEX
ASBESTOS WORKERS	21.14	18.60	40.43
BOILERMAKERS	71.87	30.73	56.37
BRICKLAYERS	44.98	22.19	23.83
CARPENTERS	50.91	50.91	40.47
CEMENT FINISHERS	27.30	23.30	16.00
ELECTRICAL LINE WORKERS	62.75	26.30	62.75
ELECTRICIANS	62.10	62.10	62.10
GLAZIERS	19.54	16.96	11.48
INSULATORS	51.48	51.48	51.48
IRON WORKERS	58.70	25.54	55.78
LABORERS	39.75	39.75	39.75
MILLWRIGHTS	63.53	63.53	50.10
PAINTERS	60.64	60.64	60.64
PILEDRIVERS	69.32	37.64	29.30
PLASTERERS	18.40	15.97	10.80
PLUMBERS/PIPEFITTERS/STEAMFITTERS	74.03	21.62	17.12
POWER EQUIPMENT OPERATORS	58.31	58.31	58.31
SHEET METAL WORKERS	29.40	18.23	17.13
SPRINKLER FITTERS	31.68	11.99	9.93
TRUCK DRIVERS	31.02	19.72	21.36

CERTIFIED: 6/25/14

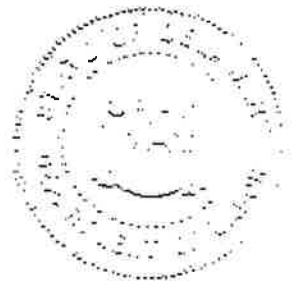
BY:   
ADMINISTRATOR, OFFICE OF LABOR LAW ENFORCEMENT

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: T201409001.01 Lighting Replacement, Interstate/ Expressways, Open End, Multiple Counties



GENERAL DECISION: DE140009 06/20/2014 DE9

Superseded General Decision Number: DE20130009

State: DELAWARE

Construction Type: HEAVY

County: New Castle County in Delaware

Modification Number	Publication Date
0	01/03/2014
1	02/21/2014
2	06/20/2014

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BRDE0001-003 05/01/2013

	Rates	Fringes
Bricklayer	28.90	18.48

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CARP0454-005 05/01/2013

	Rates	Fringes
Piledriverman	39.65	29.57

FOOTNOTE: PAID HOLIDAYS: Washington's Birthday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day (provided the employee works the day before the holiday and the day after the holiday).

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CARP0626-002 05/01/2013

	Rates	Fringes
Carpenter:		
Carpenter	30.57	20.09
Scaffold Building	31.32	20.09

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CARP1906-007 05/01/2014

	Rates	Fringes
Millwright	34.95	30.13

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ELEC0313-001 06/01/2013

	Rates	Fringes
Electrician	36.44	69.33%

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ENGI0542-006 05/01/2014

	Rates	Fringes
Operating Engineers:		
Bulldozer and Forklift	36.02	23.79

FOOTNOTE A: PAID HOLIDAY: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, and Election Day provided that the employee works the scheduled work day before and after the holiday.

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 IRON0451-002 07/01/2013

	Rates	Fringes
Ironworkers: Ornamental, Reinforcing, Rigger and Strutral	33.60	25.90

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 LABO0199-004 05/01/2013

	Rates	Fringes
LABORER Brick Mason Tender	23.00	16.25
Common or General	22.75	16.25

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 PAIN0021-027 02/01/2014

	Rates	Fringes
PAINTER, BRIDGE	42.12	17.40

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 SUDE2007-005 08/16/2007

	Rates	Fringes
Cement Mason/Concrete Finisher	22.92	2.88
Laborer: Pipelayer	17.43	4.51
OPERATOR: Backhoe	24.58	9.87
OPERATOR: Crane	23.83	12.13
OPERATOR: Excavator	24.99	3.85
OPERATOR: Loader	21.83	7.30
OPERATOR: Roller	18.94	3.25
Truck Driver: Dump Truck	16.11	1.68

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

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

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 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.

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 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 07/01/2012. 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 I the above example.

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

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

#### Non-Union Identifiers

Classifications listed under an "SU" identifier were derived from survey data by computing average rates and are not union rates; however, the data used in computing these rates may include both union and non-union data. Example: SULA2004-007 5/13/2010. SU indicates the rates are not union majority rates, LA indicates the State of Louisiana; 2004 is the year of the survey; and 07 is an internal number used in producing the wage determination. A 1993 or later data, 5/13/2010, indicates the classifications and rates under that identifier were issued as a General Wage Determination on that date.

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

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### 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.  
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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



GENERAL DECISION: DE140008 06/20/2014 DE8

Superseded General Decision Number: DE20120008

State: DELAWARE

Construction Type: HEAVY

County: Kent County in Delaware

Modification Number	Publication Date
0	01/03/2014
1	02/21/2014
2	06/20/2014

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 CARP0454-005 05/01/2013

	Rates	Fringes
Piledriverman	39.65	29.57

FOOTNOTE: PAID HOLIDAYS: Washington's Birthday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day (provided the employee works the day before the holiday and the day after the holiday).

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 CARP0626-002 05/01/2013

	Rates	Fringes
Carpenter:		
Carpenter	30.57	20.09
Scaffold Building	31.32	20.09

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 CARP1906-007 05/01/2014

	Rates	Fringes
Millwright	34.95	30.13

-----  
 ELEC0313-001 06/01/2013

	Rates	Fringes
Electrician	36.44	69.33%

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 ENGI0542-026 05/01/2014

	Rates	Fringes
Operating Engineer:		
Bulldozers and Forklifts	36.02	23.79+A

FOOTNOTE A: PAID HOLIDAY: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, and Election Day provided that the employee works the scheduled work day before and after the holiday.

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 IRON0451-002 07/01/2013

	Rates	Fringes
Ironworkers: Ornamental, Reinforcing Rigger and Structural	33.60	25.90

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 LABO0199-003 05/01/2013

	Rates	Fringes
LABORER Brick Mason Tender	23.00	16.25

-----  
 PAIN0021-027 02/01/2014

	Rates	Fringes
PAINTER, Bridge	42.12	17.40

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 SUDE2007-004 08/16/2007

	Rates	Fringes
Bricklayer	23.00	8.73
Cement Mason/Concrete Finisher	22.92	2.88
Laborer: Common or General including Pipelaying	14.09	3.51
OPERATOR: Backhoe	22.03	12.39
OPERATOR: Crane	23.83	12.13
OPERATOR: Excavator	24.99	3.85
OPERATOR: Loader	20.22	0.00
OPERATOR: Roller	18.94	3.25
Truck Driver: Dump Truck	21.54	0.00

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

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

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 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

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

END OF GENERAL DECISION

APPLICABILITY OF DAVIS-BACON LABOR STANDARD PROVISIONS TO FLAGGERS

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

\* \* \* \* \*

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

GUIDELINES

HIGHWAY CONSTRUCTION

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

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

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

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

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

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

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

To access the Website;

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

The full Website Link is;

[http://www.deldot.gov/information/pubs\\_forms/manuals/standard\\_specifications/index.shtml](http://www.deldot.gov/information/pubs_forms/manuals/standard_specifications/index.shtml)

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

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

# **SPECIAL PROVISIONS**

**CHANGES TO PROJECT DOCUMENTS DURING ADVERTISEMENT**

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

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

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

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

**2. QUESTIONS AND ANSWERS**

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

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

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

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

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

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

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

**3. ADDENDA**

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

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



**CONSTRUCTION ITEM NUMBERS**

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

**Standard Item Number:**

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

**Special Provisions Item Number:**

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

Examples

**Standard Item Number - 202000 Excavation and Embankment**

202 Indicates Section Number

000 Indicates Sequential Number

**Special Provision Item Number - 202500 Grading and Reshaping Roadway**

202 Indicates Section Number

500 Indicates Sequential Number

**401502 - ASPHALT CEMENT COST ADJUSTMENT**

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

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

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

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

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

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

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

The Asphalt cement cost adjustment will be calculated on grade PG 64-22 asphalt regardless of the actual grade of asphalt used. The Project Asphalt Cement Base Price for the project will be \$561.67 per ton (\$619.13 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 Assurance Testing for supplying bituminous asphalt plant materials and constructing bituminous asphalt pavements and the calculation for incentives and disincentives for materials and construction. The Engineer will evaluate all materials and construction for acceptance. The procedures for acceptance are described in this Section. Include the costs for all materials, labor, equipment, tools, and incidentals necessary to meet the requirements of this specification in the bid price per ton for the bituminous asphalt. Payment to the Contractor for the bituminous asphalt item(s) will be based on the Contract price per ton and the pay adjustments described in this specification.

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

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

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

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

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

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

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

The target size of sub-lots within each lot, except for the first sample of the production day, is equal-sized 500 ton sub lots and will be based upon anticipated production, however, more or fewer sublots, with differing sizes, may result due to the production schedule and conditions. If the actual production is less than anticipated, and it's determined a sample will not be obtained (based upon the

anticipated tonnage), a new sample location will be determined on a statistically random, unbiased basis based upon the new actual production. If the actual production is going to be 50 tons or greater over the anticipated sub lot production, a new sample location will be determined on a statistically random, unbiased basis based upon the new actual production. The Engineer will combine the evaluation and test results for all of the applicable sublots in order to evaluate each individual lot.

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

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

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

**(b) Pavement Construction - Tests and Evaluations.**

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

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

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

The Engineer will evaluate and accept the compaction work on a daily basis. Payment for the

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

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

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

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

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

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

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

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

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

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

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

The Engineer will use the average of the last five test values of the same JMF (mixture ID) material at the production plant in order to calculate the average theoretical maximum specific gravity of the cores. The average will be based on the production days test results and as many test results needed

from previous days production to have an average of five samples. If there are less than five values available, the Engineer will use the JMF design value in addition to the available values to calculate the average theoretical maximum specific gravity.

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

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

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

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

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

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

Table 2

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

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

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

of a single test is outside of the Single Test Tolerance parameters defined in Table 2, the Material Pay Adjustment factor shall be determined by Column C.

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

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

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

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

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

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

PU or PL	QU and QL for “n” Samples						
	n = 3	n = 4	n = 5	n = 6	n = 7	n = 8	n = 9
100	1.16	1.50	1.79	2.03	2.23	2.39	2.53
99		1.47	1.67	1.80	1.89	1.95	2.00
98	1.15	1.44	1.60	1.70	1.76	1.81	1.84
97		1.41	1.54	1.62	1.67	1.70	1.72
96	1.14	1.38	1.49	1.55	1.59	1.61	1.63
95		1.35	1.44	1.49	1.52	1.54	1.55
94	1.13	1.32	1.39	1.43	1.46	1.47	1.48
93		1.29	1.35	1.38	1.40	1.41	1.42
92	1.12	1.26	1.31	1.33	1.35	1.36	1.36
91	1.11	1.23	1.27	1.29	1.30	1.30	1.31
90	1.10	1.20	1.23	1.24	1.25	1.25	1.26
89	1.09	1.17	1.19	1.20	1.20	1.21	1.21

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

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



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

**(b) Pavement Construction - Pay Adjustments.**

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

- Degree of compaction of the in-place material

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

1. Calculate the core bulk specific gravity values from the subplot tests values, to the nearest 0.001 unit. Obtain the Theoretical maximum Specific Gravity values from the corresponding laboratory subplot tests.
2. Calculate the Degree of Compaction:  
Degree of Compaction =  
((Core Bulk Specific Gravity) / (Theoretical Maximum Specific Gravity)) x 100%  
recorded to the nearest 0.1%.
3. The average compaction for the sublots shall be averaged together for the compaction level of the lot. The lots compaction test level shall be averaged and recorded to the nearest whole percent.
4. Locate the value of the Payment Adjustment Factor corresponding to the calculated degree of compaction from Table 5 or Table 5a.
5. Determine the pavement construction price adjustment by using the following formula:  
Construction Pay adjustment = (Lot Quantity) x (Bid Price) x (Pay Adjustment Factor) x 30%.

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

92.5	92.26 – 92.74	3
92.0	91.75 – 92.25	0
91.5	91.26 – 91.74	0
91.0	90.75 – 91.25	-5
90.5	90.26 – 90.74	-15
90.0	89.75 – 90.25	-20
89.5	89.26 – 89.74	-25
89.0	88.75 – 89.25	-30
88.5	88.26 – 88.74	-50
$\leq 88.0$	$\leq 88.25$	-100*

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

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

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

\* or remove and replace at Engineer's discretion

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

**.04 Dispute Resolution.**

Disputes or questions about any test result shall be brought to the attention of the Contractor and the Engineer within two operational days of reported test results. The following dispute resolution procedures will be used.

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

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

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

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

If there is a discrepancy between the Engineer’s acceptance test result and the Contractor’s test result, the Contractor may ask for the Dispute Resolution sample to be tested. The Contractor may request up to two dispute resolution samples be tested per calendar year without charge. Any additional Dispute Resolution samples run at the Contractors request where the results substantiate the acceptance test result will be assessed a fee of \$125. Any additional Dispute Resolution samples that substantiate the Contractors test result will not be assessed the fee.

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

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

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

**Description.**

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

**Materials and Equipment.**

The following material shall be available to complete this work:

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

The following equipment shall be available to complete this work:

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

**Construction Method.**

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

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

**Performance Requirements.**

The Engineer will judge the patch on the following basis:

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

**Basis of Payment.**

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

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

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

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

**Structural Number Calculations**

Each pavement box material is assigned a structural coefficient based upon AASHTO design guides. The structural coefficient is used to determine the total strength of the pavement section. Materials used in older pavement sections are assigned lower structural coefficients to compensate for aging of the materials. The coefficients used to determine the structural number of an existing pavement are:

<b>Existing Material</b>	<b>Structural Coefficient</b>
HMA	0.32
Asphalt Treated Base	0.26
Soil Cement	0.16
Surface Treatment (Tar & Chip)	0.10

Existing Material	Structural Coefficient
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:

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

For the Type C lift the calculation would be:

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

06/05/14

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 (CARBONATE

- STONE)**  
**401836 – THIN WMA, SUPERPAVE, TYPE C, 160 GYRATIONS, PG 64-22 (CARBONATE STONE)**
- 401837 – THIN WMA, SUPERPAVE, TYPE C, 115 GYRATIONS, PG 70-22 (CARBONATE STONE)**
- 401838 – THIN WMA, SUPERPAVE, TYPE C, 160 GYRATIONS, PG 70-22 (CARBONATE STONE)**
- 401839 – THIN WMA, SUPERPAVE, TYPE C, 115 GYRATIONS, PG 76-22 (CARBONATE STONE)**
- 401840 – THIN WMA, SUPERPAVE, TYPE C, 160 GYRATIONS, PG 76-22 (CARBONATE STONE)**
- 401841 – THIN WMA, SUPERPAVE, TYPE C, 115 GYRATIONS, PG 64-22, (NON-CARBONATE STONE)**
- 401842 – THIN WMA, SUPERPAVE, TYPE C, 160 GYRATIONS, PG 64-22, (NON-CARBONATE STONE)**
- 401843 – THIN WMA, SUPERPAVE, TYPE C, 115 GYRATIONS, PG 70-22, (NON-CARBONATE STONE)**
- 401844 – THIN WMA, SUPERPAVE, TYPE C, 160 GYRATIONS, PG 70-22, (NON-CARBONATE STONE)**
- 401845 – THIN WMA, SUPERPAVE, TYPE C, 115 GYRATIONS, PG 76-22, (NON-CARBONATE STONE)**
- 401846 – THIN WMA, SUPERPAVE, TYPE C, 160 GYRATIONS, PG 76-22, (NON-CARBONATE STONE)**

**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 of several WMA technologies.

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 bituminous concrete payments to determine the bonus or penalty for the item.

**Materials:**

WMA may be produced by one or a combination of several technologies involving plant foaming processes and equipment, mineral additives, or chemicals that allow the reduction of mix production temperatures to within 185°F to 275°F.

Materials for hot-mix, hot-laid bituminous concrete shall conform to the requirements of Subsections 823.01, 823.05- 823.17, and 823.25 - 823.28 of the Standard Specifications and the following.

**Asphalt Binder:**

The asphalt binder shall meet the requirements of Superpave PG 64-22, PG 70-22, or PG 76-22 performance grade asphalt, as referenced in the Plans, according to M-320, Table 1 and tested according to AASHTO PP6 with the following test ranges:



TEST PROCEDURE	AASHTO REFERENCE	SPECIFICATION LIMITS
Temperature, C	M-320	Per Grade
Original DSR, $G^*/\sin(\delta)$	T-315	1.00 - 2.00 kPa
RTFO DSR, $G^*/\sin(\delta)$	T-315	2.20 - 5.00 kPa
PAV DSR, $G^*/\sin(\delta)$	T-315	1400 - 5000 kPa
BBR Creep Stiffness	T-313	90.0 - 300.0 kPa
BBR — value	T-313	0.300 - 0.440

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

### **Recycled Materials:**

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

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

### **Mineral Aggregate:**

The mineral aggregate employed in the target gradation of the job mix formula (JMF) shall conform to Section 805 and the following criteria. These criteria apply to the combined aggregate blend.

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

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

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

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

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

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

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

TEST METHOD	SPECIFICATION LIMITS
<b>Toughness</b> , AASHTO T96 Percent Loss, Maximum	40
<b>Soundness</b> , AASHTO T104 Percent Loss, Maximum for five cycles	20

TEST METHOD	SPECIFICATION LIMITS
<b>Deleterious Materials</b> , AASHTO T112 Percent, Maximum	10
<b>Moisture Sensitivity</b> , AASHTO T283 Percent, Minimum	80

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

**Mineral Filler:** The mineral filler shall conform to AASHTO M17.

**Mixture Requirements:**

**Mix Design.** Develop and submit a job mix formula for each mixture according to AASHTO R35. Each mix design shall be capable of being produced, placed, and compacted as specified. Apply all mix design requirements for Superpave to the development of the WMA mix design. The contractor shall submit a written mix design formula for review and approval at least 30 calendar days before production. The following information shall be submitted:

1. WMA technology and/or additive information.
2. WMA technology manufacturer’s recommendation for usage.
3. WMA technology manufacturer’s established target rate for water and additives, the acceptable variation for production, and documentation showing the impact of excessive production variation.
4. WMA technology manufacturer’s material safety data sheets (MSDS).
5. Documentation of past WMA technology field application including points of contact.
6. Temperature range for mixing and compacting.
7. Asphalt binder performance grade test data over the range of WMA additive percentages proposed for use.
8. 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.

**Gradation:** The FHWA Superpave 0.45 Power Chart with the recommended restricted zone shall be used to define permissible gradations for the specified mixture. Type C shall be a No.4 (4.75 mm) Nominal Maximum Aggregate Size Hot-Mix. 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 AASHTO T11.

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

**Superpave Gyratory Compactive (SGC) Effort:**

The Superpave Gyratory Compaction effort employed throughout mixture design, field quality control, or field quality assurance shall be as indicated below. All mixture specimens tested in the SGC shall be compacted to  $N_M$  Height data provided by the SGC shall be employed to calculate volumetric properties at  $N_1$ ,  $N_D$ , and  $N_M$

**Superpave Gyratory Compactive (SGC) Effort:**

DESIGN TRAFFIC LEVEL (MILLION ESAL'S)	N <sub>INITIAL</sub>	N <sub>DESIGN</sub>	N <sub>MAXIMUM</sub>
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 <sub>INITIAL</sub>	N <sub>DESIGN</sub>	N <sub>MAX</sub>	25.0	19.0	9.5	12.5	4.75	
0.3 to < 3	90.5	96.0	98.0	12.5	13.5	15.5	14.5	16.5	65.0 - 78.0
3 to < 10	89.0								65.0 - 75.0 <sup>1</sup>
10 < 30									
30									

Air voids (V<sub>a</sub>) at N<sub>design</sub> shall be 4.0% for all ESAL designs. Air voids (V<sub>a</sub>) at N<sub>max</sub> shall be a minimum of 2.0% for all ESAL designs

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

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

**Gradation Control Points:**

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

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

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

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

**Gradation Classification:**

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

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

**Plant Production Tolerances:**

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

**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 +/- 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  $N_p$ ,  $N_d$ , and  $N_m$ .

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

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

Summary of the consensus property standards test results for the design aggregate structure, summary of the source property standards test results for the individual aggregates in the design aggregate structure, target value of the asphalt binder content, and a table of  $G_{mm}$  of the asphalt mixture for the four trial asphalt binder contents determined according to AASHTO T209.

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 their production plant as required by the manufacturer to introduce the WMA technology. Plant modifications may include additional plant instrumentation, the installation of asphalt binder foaming systems and/or WMA technology delivery systems, tuning the plant burner and adjusting the flights in order to operate at lower production temperatures and/or reduced tonnage

**Weather Limitations.** Place mix only on dry, unfrozen surfaces and only when weather conditions allow for proper production, placement, handling, and compacting. Even with WMA technologies, the ambient paving temperature shall be above freezing.

**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.

8/22/11

**503001 - PATCHING P.C.C. PAVEMENT, 6' TO 15', TYPE A**  
**503002 - PATCHING P.C.C. PAVEMENT, GREATER THAN 15' TO 100', TYPE B**  
**503006 - DOWEL BARS**

Section 503 of the Standard Specification is replaced with the following:

**503.01 Description.** This work consists of removing and disposing of existing Portland cement concrete pavement and replacing it with new Portland cement concrete pavement. The Engineer will designate the boundaries of each repair. This work is not intended for repairing newly constructed Portland cement concrete pavement or for repairing continuously reinforced concrete pavement. This work shall be completed after any planned partial depth patching. It shall also be completed before any diamond grinding, and before any overlay.

**Materials**

**503.02 Portland Cement Concrete.** Portland cement concrete shall conform to Class A, Section 812 and have a minimum compressive strength of 2000 psi in six hours as measured by Sure-Cure Mold test cylinders. The Sure-Cure Mold test cylinders and all associated equipment shall be provided by the Contractor. The concrete will be sampled and tested by the Engineer. The Engineer may also use the concrete maturity meter in accordance with AASHTO T325 to determine compressive strength.

This concrete shall also have material present in the mixture to mitigate alkali-silica reactivity (ASR) as per Section 812. The following parameters shall be adhered to by the contractor-submitted mix design for the Portland cement concrete:

CONCRETE PROPERTY	SPECIFICATION
Water/Cementitious Material Ratio	0.40 (Max.)
Air Content (%)	4 - 7
Slump*	2 - 5"
Synthetic Fibers **	1.5 lb/yd <sup>3</sup> min. or as per manufacturer's recommendation

\*Slump may be increased up to 8" if a Type F Admixture is utilized. All admixtures utilized in the mixture shall be non-chloride based materials.

\*\* Synthetic fibers shall be alkali resistant polypropylene, polyethylene, or nylon fibers with a minimum length of ½" and meet the requirements of ASTM C1116, Type III.

The Contractor, in order to accomplish 2000 psi compressive strength in six hours, shall establish actual combination of weights and proportion of admixtures as required by the field conditions, ambient temperature, humidity, and wind conditions. If the Contractor, due to unfavorable conditions, is unable to accomplish the desired strength in six hours, they may reschedule to the proper timing for performing the patching work.

**503.03 Load Transfer Device.** Dowel bars shall conform to AASHTO M 227/M 227M grade 65 (grade 450). The entire length of the dowel shall be pre-coated to conform to AASHTO M254. If the slab is less than 10" thick, the dowels shall be 18" long with a diameter of 1 ¼". If the slab is greater than or equal to 10" thick, the dowels shall be 20" long, with a diameter of 1 ½".

Load transfer assemblies shall be fabricated from corrosion-resistant, coated dowel bars conforming to AASHTO M254. Dowel support baskets shall conform to the requirements of Standard Construction Details or details in the Plans.

**503.04 Grout.** Epoxy grout, when used for anchoring the dowels in place, shall conform to AASHTO M235. Concrete grout, when used for anchoring the dowels in place, shall be non-shrink grout conforming to the Corps of Engineers "Specification for Non-Shrink Grout," CRD-C621.

The maximum allowable expansion shall be 0.4 percent. The grout shall have a compressive strength no less than 3000 psi at 24 hours when tested according to ASTM C109. The initial set shall be less than 60 minutes when tested under the Corps of Engineers "Method of Test for Time of Setting of Grout Mixtures," CRD-C82.

**503.05 Joint Sealants.** Hot-poured joint sealant shall conform to the requirements of AASHTO M301 or AASHTO M282.

**503.06 Curing Materials.** Curing materials shall be as follows:

- (1) *Liquid Membrane Compounds.* The material shall conform to the requirements of AASHTO M 148, for Type 2, Class A or B white-pigmented liquid curing compound.
- (2) *Polyethylene Sheeting.* Polyethylene sheeting shall conform to the requirements of AASHTO M 171.
- (3) *Waterproof Paper.* Waterproof paper shall conform to the requirements of AASHTO M 171.
- (4) *Water Cure.* The water shall conform to Section 803.

**503.07 Insulating Blankets.** Insulation blankets shall be a minimum of 2" thick of fiberglass, rock wool, or other approved commercial insulation material.

### **CONSTRUCTION METHODS**

**503.08 Patching Limits.** The areas of old pavement to be patched will be indicated on the Plans, or identified by the Engineer.

The limits of the area where the pavement is to be removed and patched will be painted on the existing pavement by the Engineer.

Patches can be either Type 'A' or Type 'B'. A Type 'A' patch is 15' or less in length. A Type 'B' patch is greater than 15' and less than 100' in length and contains load transfer assemblies spaced at a maximum of 15'.

Pavement replacement greater than 100' in length shall be constructed under **Section 501 Portland Cement Concrete Pavement.**

**503.09 Patching Pavement.** The Engineer will designate the boundaries of the concrete patch. The ends of the patch shall either match or offset by at least 2' the existing joints, any cracks, or patch ends in the immediate adjacent lanes. Transverse boundaries of the concrete patch shall be at least 2' from the existing joint line.

Patch lengths shall be at least 6' and no more than 15' without a load-transfer device. The patch shall be the full width of the existing slab or as noted on the Plans. The patch depth shall be no less than the existing slab.

The entire perimeter of the patch that is adjacent to concrete shall be sawed full depth by a concrete saw equipped with a diamond blade or approved equal of sufficient size to cut the concrete slabs to the required depth along straight and plumb lines. All perimeter cuts shall be plumb and parallel to or normal to the centerline of the roadway. Cutting, removing, and replacing existing hot-mix overlays up to 8" on the concrete shall be considered incidental to this item. Any over cut into the remaining slabs shall be kept to a minimum and shall be sealed (incidental to the sealing of the patch if not overlaid; if overlay is planned, no sealing will be required.). Any existing tie-steel across the patch perimeter line shall be cut. The Contractor may make additional cuts (such as diagonal and slanted cuts) to facilitate the removal of the concrete within the patch boundaries. The additional cuts to facilitate removal shall be incidental to the saw cutting item and will not be measured or paid. Cutting shall not precede the removal operations by more than two days.

The concrete in the repair area shall be removed by the lift-out technique without damaging the remaining concrete slabs or disturbing the base and subgrade. The lift out technique involves drilling holes into the patch to insert lifting hooks, pins, or chains. Improper actions (such as dropping the removed slab on adjacent concrete pavement, damaging the pavement edge due to Contractors methods, or other actions deemed damaging by the Engineer) leading to slab damage, shall be repaired by the Contractor, by an approved method, at no cost to the Department.

When the lift-out technique is not feasible, concrete in the patch area shall be broken by an approved mechanical pavement breaker or jackhammers and removed. The removal of the existing concrete and hot-mix overlay shall be executed with minimal disturbance to the remaining concrete or foundation. Any damage beyond the limits of the patch, caused by the improper actions of the Contractor shall be repaired to the satisfaction of the Engineer at no cost to the Department.

Where the patch is next to the shoulder and removal of the concrete results in a clean, uniform shoulder edge, the Engineer may allow the Contractor to use the shoulder edge as the form for the new concrete. Any portion of the shoulder pavement structure removed or disturbed by the patching operation shall be repaired in kind by the Contractor and the cost shall be incidental to the patching item(s). Saw cutting the joint between the concrete pavement and shoulder may assist in maintaining a clean, uniform shoulder edge. If the adjacent shoulder is concrete, the saw cut will be measured and paid for. If the adjacent shoulder is hot-mix asphalt, no measurement or payment will be made.

**503.10 Patch Preparation.** After removal of the concrete, the repair area shall be cleaned out with hand tools. Particular attention shall be given to existing longitudinal joint areas due to the possibility of loose concrete where the joint cracked away from the plumb line during the original construction. All vertical faces shall be cleaned of loose and deleterious material, prior to the placement of concrete.

Any base or subgrade that is unstable shall be removed to a maximum depth of 6" as directed by the Engineer. No new base material shall be placed; the excavated area will be filled with the concrete when the patch concrete is placed. The excavation is to be paid for under Item 212001 - Undercut, Excavation, Patching, with the replacement material to be concrete SY-IN paid for under Item 503503 - Patching Concrete.

After the old concrete is removed, the patch areas shall be protected from water intrusion when precipitation is forecast.

Dowels shall be placed to provide load transfer at mid-depth  $\pm 1"$  of the ends of the patch along the transverse joint at  $12" \pm 1"$  on-center spacing, at least 6" from the slab edge. The dowel holes shall be drilled parallel to the profile and centerline of the pavement to an embedment depth of half the dowel bar length. The equipment for drilling holes in the face of the remaining concrete slabs must be capable of producing holes of proper size, depth, and angle. The drill must not crack or spall the remaining concrete. A drill support system shall be used to ensure proper hole alignment.

Dowel holes shall be drilled to a diameter of  $1 \frac{3}{4}$  for cementitious grout and  $1 \frac{9}{16}$ " for epoxy grout. If the existing concrete breaks during drilling, cut away more concrete or relocate the hole to provide a solid support for the dowel. Fill any unused hole with cement grout or epoxy grout. Any damage caused by the Contractor's technique shall be repaired at no added cost to the Department.

The holes shall be blown clean with compressed air prior to placing the anchoring epoxy or grout material. The anchoring material shall be injected into the back of the hole to provide complete coverage around the dowels without any voids. The dowels, each with a grout retention disk, shall be inserted into the holes with a twisting motion and seated into place by tapping. The disk shall be flush to the face of the existing concrete. The dowels shall be solidly held in proper alignment before placement of the patch concrete.

Dowel placement and joint construction details for contraction joints within the patch area shall conform to the requirements of Standard Construction Details or details in the Plans.

The following are the allowable dowel translations and rotations: Vertical rotation - the difference in depth (vertical position) between the midpoint and the exposed end of the dowel; the allowable tolerance is  $\frac{1}{4}$ " of vertical deviation from the true longitudinal axis of the pavement. Horizontal rotation - the difference in lateral position between the midpoint and the exposed end of the dowel; the allowable tolerance is  $\frac{1}{4}$ " of horizontal deviation from the true longitudinal axis of the pavement. Longitudinal translation - the longitudinal distance between the exposed end of the dowel and the edge of the patch is 10" with an allowable tolerance of  $\pm 1"$ .

The dowels at the end of each patch will be paid for under Item 503006-Dowels. Side forms may be required when the patch is adjacent to a hot mix shoulder and the shoulder is damaged during concrete removal.



Bonding of the transverse and longitudinal sides of the patch to the adjacent concrete slabs shall be prevented by an approved bond-breaking material such as a sheet of plastic over the vertical face or a light coating of a wax based curing compound covering the vertical face.

For existing composite pavements (hot-mix over concrete) that will not be overlaid, a 2" lift of hot-mix shall be placed over the concrete after the concrete has reached strength sufficient to allow opening to traffic.

**503.11 Placing Concrete.** Portland cement concrete shall be placed according to the requirements of Subsection 501.07. The concrete shall be deposited directly on the foundation and shall be uniformly distributed and spread over the entire foundation. Each patch area shall be cast in one continuous operation.

**503.12 Consolidating and Finishing Concrete.** The concrete shall be consolidated with an internal vibrator, particularly near the edges, corners, and around the dowels. The vibrator must be capable of visibly affecting the concrete from a distance of 1' from the vibrator head.

Except when a hot-mix surface is required or when an overlay will be placed, the surface of the patch concrete shall be struck off flush with the existing pavement. For patches up to 10' long, the screed shall be placed parallel to the centerline of the roadway. For longer patches, the screed may be placed perpendicular to the centerline of the roadway. The surface of the concrete patch shall be textured to match the surrounding pavement (tining, grooves, etc.), except when an overlay will be placed or diamond grinding will be performed.

The riding surface texture, profile, and cross section of the concrete patches shall meet the following requirements:

When the patch surface will be overlaid with Hot-Mix Asphalt as part of this Contract, the patch shall be broom finished or tined, with the texture applied in a direction perpendicular to the traffic flow. The profile and cross slope shall match the adjacent pavement surface. If the profile in the finished patch area contains excessive surface deviations, the patch is unacceptable. Excessive deviations are surface deviations greater than 1/8" from a reference line between points not greater than 10' apart along the direction of traffic.

When the patch surface will be part of the final surface of the roadway, the patch surface shall be finished to match the texture of the adjacent pavement. The patch surface cross section shall match the preceding and following pavement surfaces. The Engineer may test for excessive deviations with a straightedge, a California-type profilometer, or other surface measuring devices. When tested with a straightedge, excessive deviations are surface deviations greater than 1/8" from a reference line between points not greater than 10' apart along the direction of traffic. When tested with a profilograph, excessive deviations are surface deviations greater than 0.3" above or below a reference line between points not greater than 25' apart along the direction of traffic, when the pavement will not be diamond ground end-to-end after patching. When the pavement will be diamond ground end-to-end after patching, excessive deviations are defined as surface deviations greater than 0.4" above or below a reference line between points not greater than 25' apart along the direction of traffic and less than 0.3" after grinding. The Contractor shall correct unacceptable deviations in the patch areas before starting the end-to-end grinding.

**503.13 Curing and Protecting.** Curing shall conform to the requirements of Subsections 501.11 and 501.12 and the following:

The patch shall be cured and protected with either a liquid membrane curing compound and polyethylene sheeting or wet burlap and polyethylene sheeting.

When liquid membrane curing compound is used, it shall be applied uniformly upon completion of the patch texturing at a rate of 150 ft<sup>2</sup>/gallon and then covered with polyethylene sheeting.

When burlap/polyethylene sheeting is used, the patch shall be covered with a layer of wet burlap immediately after the concrete has achieved initial set, and the wet burlap shall be covered with a polyethylene sheet.

After the curing compound/polyethylene sheeting or burlap/polyethylene sheeting is applied, the patch shall be covered with an approved insulation blanket, and it shall remain in place until the concrete has achieved the design strength. Edges and seams in the insulation shall be secured to prevent penetration of the wind.

**503.14 Joints.** The transverse and longitudinal joints shall be formed or sawed as shown on the Standard Construction Details Transverse joints within the patch area shall be sawed at the proper time to assure proper cracking at the transverse crack. Cleaning and sealing of the joints with hot poured sealant material shall be completed within 5 days after concrete placement if no overlay is planned.

The non-repaired transverse joints on each side of the patched area shall also be cleaned and resealed. Joints shall be cleaned by mechanical wire brushing or by light sandblasting. Immediately prior to resealing, the joint groove shall receive a final cleaning with compressed air having a minimum pressure of 90 psi .

Repairs to damaged concrete or hot-mix shoulder shall be completed before the patch area is subjected to any traffic loading.

**503.15 Defective Work.** Concrete which fails to reach the full design strength in the specified 6-hours may be considered defective concrete based upon its structural adequacy.

If the concrete is determined to not be structurally adequate by the Engineer, it is considered defective and it shall be removed and replaced at no additional cost to the Department. If the concrete is determined to be structurally adequate by the Engineer and the concrete can remain in place, the Contractor may accept a prorated payment for the below-specified concrete as referenced below. If the Contractor does not wish to accept the prorated payment, the below-specified concrete shall be removed and replaced at no cost to the Department.

**503.16 Method of Measurement.** The quantity of Portland cement concrete pavement patch will be measured as the actual number of square yards of concrete patch placed and accepted. The width of measurement will be the full width from outside of the completed patches as constructed, measured parallel to the transverse saw cuts. The length will be the actual length measured parallel to the centerline of the pavement.

The quantity of dowel bars will be measured as the actual number of dowel bars installed and accepted at the ends of each patch. Dowel bars and support assemblies (load transfer assemblies) installed at internal joints in Type B Patches will not be measured but will be considered as incidental to the Contract price per square yard for Item 503002 - Patching P.C.C. Pavement, greater than 15' to 100', Type B.

**503.17 Basis of Payment.** The quantity of Portland cement concrete pavement patch will be paid for at the Contract unit price per square yard . Price and payment will constitute full compensation for furnishing, hauling, and placing all materials, including high-early strength concrete; load transfer assembly, and joint filler (where applicable).; for removing, and disposing of existing concrete; for preparing the foundation; for tooling, finishing, curing, sealing of over cuts in non-overlay areas, and protecting the new concrete; for disposing of excess material; and for all labor, equipment, tools, and incidentals required to complete the work. In addition, the price and applicable payment(s) will be based on Type A or Type B Patches.

*Price Adjustment for Low Strength Concrete.* Prorated payment for concrete as specified in Subsection 503.15 shall be calculated as shown in the following equation:

$$\text{Prorated Payment} = \frac{\text{Actual 6-hour Compressive Strength}}{\text{Specified 6-hour Compressive Strength}} \times (\text{Quantity of Concrete}^*) \times (\text{Bid Price}^{**})$$

\* The quantity for which the low compressive strength results represent.

\*\* Item bid price; not material cost.

**NOTE:**

**If the Engineer directs the Contractor (in writing) to place Portland cement concrete which is in violation to any applicable Specifications, or if any other Department Specification is violated, this**

**Prorated Payment will not be enforced.**

The quantity of dowel bars will be paid for at the Contract unit price per each. Price and payment will constitute full compensation for drilling holes, furnishing and installing grout and dowel bars with grout retention disk and for all labor, equipment, tools, and incidentals required to complete the work.

Saw cutting the perimeter of the patch that is adjacent to concrete (including shoulder if applicable) will be measured and paid for under item 762002 - Saw Cutting, Concrete, Full Depth. All other saw cutting, including the joint between the concrete and hot-mix asphalt shoulder, will be incidental to the patching item(s).

Hot-pour sealant, if applicable, will be measure and paid for under item 503501 .

Any damage caused by the lift-out technique of the Contractor, shall be repaired by the Contractor at no cost to the Department.

10/4/06

**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 6690 (Classification-Type II). The Appendix of that specification shall be considered as part of this specification. Application for approval of joint and crack 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  $\pm 10$  degrees ( $\pm 5$  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  $\pm 1.5$  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.

6/12/14

**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

**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/yd<sup>3</sup> (418 kg/m<sup>3</sup>) [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

**605653 - CLOSED CELL JOINT SEAL**

**Description:**

This work consists of removal and disposal of existing joint materials and furnishing all materials, including joint angles, straps, plates, studs, bolts, joint material, etc., and installing new joint materials in accordance with this Special Provisions, notes and details on the Plans as applicable to the contract and as directed by the Engineer.

**Materials:**

The joint material shall be an impermeable closed-cell, cross-linked, ethylene vinyl acetate, low density polyethylene copolymer, nitrogen blown material. The material should contain ultra violet stabilizers which afford the Joint Material excellent resistance to ultraviolet rays.

The material shall operate within the range of 60% compression and 30% tension or more. The Joint Material shall be unaffected by road salts and petroleum products, such as gas, oil and grease. It's elasticity will reject stones and similar objects typically absorbed by conventional joining materials.

The physical and chemical properties of the Joint Material should not alter significantly within the recommended temperature range of -99 F to 160 F (-70 C to 71 C).

**JOINT MATERIAL PHYSICAL REQUIREMENTS:**

Meets ASTM D1056-91, Type 2, Class-B, Grade 2. AASHTO T-42-84. Modified.

- Compression Set: Based on 1/4 (25.4mm) thick samples. Set is dependent on time under compression, degree of temperature and recovery time. 50% compression for 22 hours at 73 F (23 C); 2 hour recovery; 11% set. 50% compression for 22 hours at 73 F (23 C); 24 hour recovery; 9% set (ASTM D3575-91, Suffix: B).
- Extrusion: Compressed to 60% of its original thickness with three restrained edges, the amount of extrusion on the free edge does not exceed 1/4 (6.4 mm) / (ASTM D545-84).
- Expansion: 30% beyond its original dimension.
- Elongation: A maximum of 195% ± 20% elongation before breaking (ASTM D3575-91, Suffix:T).
- Density: Not less than 42 kg/m<sup>3</sup> nor greater than 51 kg/m<sup>3</sup>. (ASTM D3575-9 1, Suffix: W, Method A).
- Water Absorption: 0.098 gm/m<sup>2</sup> average of specimens tested (ASTM D3575-91, Suffix: L).
- Weather Test: Federal specification HH-F-341a, Type 1, Standard, Class A, test specimens show no degradation.
- Tensile Strength: 115 psi (793 KPa) (ASTM D3575-91, Suffix T).
- Recovery: 98.9 %(ASTM D545-84).

**JOINT MATERIAL DIMENSIONS AND PERMISSIBLE VARIATIONS**

The preformed Joint Material tolerance of depth +10% to -5%; width +2% to -1%.

**ADHESIVE:**

The adhesive shall be a two component, elastomeric epoxy adhesive designed for bonding to the previously mentioned joint material as an expansion contraction joint, system to asphalt, concrete, steel and most other construction materials without primer. This adhesive shall have excellent resistance to moisture, abrasion, solvents, chemicals, ultra violet rays and oxidation resistance. In addition, the adhesive material shall be very flexible and resist thermal shock. Traffic must be able to be resumed in one hour.

**ADHESIVE TECHNICAL DATA:**

	<b>Part A</b>	<b>Part B</b>	<b>Mixed</b>
Viscosity, cps @ 77 (25C)			5,000-10,000
Density, kg/liter.			0.928- 0.949
Mixing ratio by Vol.	1 vol.	1 vol.	1:1
Gel time @ 77F (25C).			15-25 mins.

**ADHESIVE PHYSICAL PROPERTIES:**

Bond Strength	375 - 400 psi (2.585-2.758 MPa)
Slant shear @ 77F (25C)	600 psi (4.14 MPa)
Slant Shear @ 0F (-18C)	1800 psi (12.41 MPa)
Tensile Strength @ 77F (25C)	750 - 800 (5.17-5.52 MPa)
Shear @ 77F (25C) (2 days, steel plates)	500 - 600 psi (3.45-4.14 MPa)
Tensile shear 7 days	800 - 1099 psi (5.52-7.58 MPa)
Maximum Control Joint Opening	1" (25.4 mm)

**Construction Methods:**

Surface preparation of the concrete/steel substrates prior to receiving the joint material and installation of the joint material shall be strictly followed in accordance with manufacturer's recommendations and installation procedures. The Contractor shall furnish to the Department brochures and technical data relating to the joint material, patching mortar, primer and other related materials.

Prior to ordering the joint material the contractor will measure the joint opening to confirm the required size of the joint material. If the required size conflicts with the plans, the Department should be notified immediately.

The Joint Material should be installed under a compression of 25%. The manufacturer's recommended bonding agent shall be used. Bond strength shall be greater than the Joint Material's tensile strength, which is 115 psi (793 kPa). (ASTM D3575-91, Suffix T).

All directional changes in Joint Material must be done using the heatwelding method. This is done by placing the Joint Material ends against a teflon heating iron at 350 for 10-20 seconds. Then place the ends together tightly. DO NOT test the weld until the material has completely cooled. The material can be heatwelded at the site to increase lengths, but not to increase depth or width. However, the material may be cut down and have grooves applied by a factory representative upon written permission from the manufacturer. During installation and surface preparation, a "Manufacturer Representative" shall oversee and direct the operation for conformance with manufacturer's specifications.

Heatwelds are not necessary for turns from vertical to horizontal or horizontal to vertical unless it is necessary to keep the material flush at these locations. In those areas where the material must remain flush, the material may bend to conform to these turns. For vertical turns, the maximum angle is 115 without having to cut and heatweld the directional turn. For horizontal turns, the maximum angle is 135.

**Method of Measurement:**

The quantity of Closed Cell Joint Seal will be measured as the number of linear feet (meters) of Closed Cell Joint Seal installed and accepted.

**Basis of Payment:**

The quantity of Closed Cell Joint Seal will be paid for at the Contract unit price per foot (meter). Price and payment shall constitute full compensation for premeasuring, furnishing and placing all materials, cleaning and preparing the joint as per manufacturer's recommendations, for all labor, equipment, tools, and incidentals necessary to complete the work.

8/5/04

**605692 – SILICONE JOINT SEAL**

**Description:**

This work consists of removal and disposal of existing joint materials and furnishing and installing all new joint materials in accordance with this Special Provision, notes and details on the Plans as applicable to the contract and as directed by the Engineer.

**Materials:**

**Sealant:**

The material for the two-part silicone sealer shall be DOW CORNING 902 RCS JOINT SEALANT as manufactured by Dow Corning Corporation, P.O. Box 994, Midland, MI 48686-0994 (Telephone 517-496-6000) or ROYSTON FLEX-FLO as manufactured by Royston Laboratories, 128 First Street, Pittsburgh, PA 15238 (Telephone 412-828-1500) or WABO SILICONE SEAL as manufactured by Watson Bowman Acme Corporation, 95 Pineview Drive, Amherst, NY 14228 (Telephone 716-691-7566 or 1-800-677-4922) or approved equal.

**Backer Rod:**

The backer rod used to maintain sealant depth shall be expanded closed cell polyethylene foam. Paper rope, open cell foam rod or other back-up materials will not be acceptable. The backer rod shall be sized according to the manufacturer's recommendations for the size of the joint to be sealed as measured by the Contractor.

**Construction Methods:**

After the removal and disposal of the existing joint materials is completed, the joint shall be sand blasted clean to remove all traces of contaminants from the joint faces. Immediately prior to backer rod installation, all joints shall be blown clean with compressed air. The joint must be thoroughly dry and clean. The backer rod may be installed by hand, but a roller device shall be used to insure a consistent, uniform placement at the proper depth below the bridge deck surface.

The installation of the silicone sealant is to be done as soon after cleaning and backer rod placement as reasonably possible to insure the joints are still clean and dry. In the event the joint does become contaminated, damp, or wet, the backer rod shall be removed, the joint cleaned and dried, and a new backer rod installed. The silicone sealant shall be placed according to the manufacturer's recommendations and to the shape and dimensions shown in the plans. 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 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 bridge deck surface shall be removed. Traffic shall not be permitted over sealed joints until the sealant is tack-free and until debris from traffic does not imbed into the sealant.

**Method of Measurement:**

The quantity of Silicone Joint Seal will be measured in the field by the number of linear feet (meters) placed and accepted.

**Basis of Payment:**

The quantity of Silicone Joint Seal will be paid for at the Contract unit price per linear foot (meter). Price and payment shall constitute full compensation for furnishing and placing all materials, cleaning and preparing the joint, for all labor, equipment, tools and incidentals necessary to complete the work.

9/9/02

**720603 - REMOVE AND RESET GALVANIZED STEEL POST AND OFFSET BLOCK**

**Description:**

This work consists of removing and resetting existing dislocated galvanized steel guardrail posts and offset blocks in accordance with notes and details on the Plans, these specifications and directions by the Engineer.

**Material and Construction Materials:**

All damaged and/or rusted nuts, bolts, washers, and other hardware shall be replaced with new conforming to the requirements of Section 720 of the Standard Specifications. If a new steel rail element is required because the existing is damaged, it will be paid under item 720005 of this contract for furnishing and installing. Determination for such replacement shall be made by the Engineer.

The Contractor shall remove the guardrail post and offset block exercising every precaution to avoid and/or minimize damage to the rail element. If, in the opinion of the Engineer, damage was caused due to the negligence of the Contractor, the Contractor shall make the replacement at his own expenses.

The guardrail post and offset block shall be reinstalled in accordance with Section 720 of the Standard Specifications. Where necessary the surrounding soil shall be compacted to provide adequate support for the post.

**Method of Measurement:**

The quantity of guardrail post and offset blocks removed and reset will be measured as the actual number of guardrail post and offset blocks removed, reset, and accepted.

**Basis of Payment:**

The quantity of guardrail post and offset blocks removed and reset will be paid for at the Contract unit price per each. Price and payment will constitute full compensation for removing, resetting and reattaching the guardrail post and offset blocks, for replacing hardware (new rail with hardware shall be paid under separate item of this Contract), for all labor, tools, equipment and necessary incidentals to complete the work.

6/19/03

**720624 - REMOVE AND REINSTALL W-BEAM FOR GUARDRAIL**

**Description:**

This work consists of removing and re-attaching existing galvanized steel W-beam for guardrail in accordance with this specification, and directions from the Engineer.

**Material and Construction Materials:**

All damaged and/or rusted nuts, bolts, washers, and other hardware shall be replaced with new conforming to the requirements of Section 720 of the Standard Specifications.

The Contractor shall remove the W-beam exercising every precaution to avoid and/or minimize damage to the rail element. If, in the opinion of the Engineer, damage was caused due the negligence of the Contractor, the Contractor shall make the replacement at his own expenses.

The W-beam for guardrail shall be reinstalled in accordance with Section 720 of the Standard Specifications, and in accordance with applicable DeIDOT Standard Construction Details.

**Method of Measurement:**

The quantity of W-beams removed and reset will be measured as the actual number of guardrail W-beam sections removed, re-attached, and accepted.

**Basis of Payment:**

The quantity of W-beam guardrail sections removed and re-attached will be paid for at the Contract unit price per each. Price and payment will constitute full compensation for removing and re-attaching the W-beam guardrail section, for replacing hardware, for all labor, tools, equipment and necessary incidentals to complete the work.

12/11/08

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

**Description:**

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

**Materials:**

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

Castings shall conform to Section 708.05 of the Standard Specifications.

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

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

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

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

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

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

**Construction Methods:**

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

**Method of Measurement:**

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

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

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

**Basis of Payment:**

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

2/29/12



**744519 - RELOCATION OF EXISTING JUNCTION WELL**

**Description:**

This work consists of relocating an existing Type 1, Type 4, Type 5, Type 6, Type 7, Type 8, or Type 10 junction well to clear utilities or other construction work. This item may consist of moving a junction well from a few inches (centimeters) to no more than six feet (1.8 m) in any direction in sodded or dirt areas only. Moves of more than six feet (1.8 m) shall be paid under other items in this contract.

**Construction Methods:**

The junction well shall be relocated in a manner so as not to damage the junction well, frame and lid, or precast polymer concrete cover. Any conduit or cables that need to be removed or installed shall be paid under separate items in this contract.

If the conduit that is connected to the junction well needs to be moved with the junction well, the conduit is to be exposed to the distance necessary to move the junction well, caution is to be used as not to place excessive stress on the conduit or its couplings.

The entire work area where the junction well and conduits are relocated shall be backfilled and tamped as directed by the Engineer. Any extra fill needed to complete the backfill shall be considered part of this item.

**Method of Measurement:**

The quantity of relocated junction wells to be measured under this item shall be the actual number of junction wells relocated complete, in place, and accepted.

Any conduits that need to be added to extend into the junction well shall be paid for under "Supply of Conduit".

**Basis of Payment:**

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

01/15/03

- 744533 - FURNISH & INSTALL FRAME AND LID FOR JUNCTION WELL, TYPE 1
- 744534 - FURNISH & INSTALL FRAME AND LID FOR JUNCTION WELL, TYPE 4
- 744535 - FURNISH & INSTALL FRAME AND LID FOR JUNCTION WELL, TYPE 5
- 744536 - FURNISH & INSTALL PRECAST POLYMER COVER FOR JUNCTION WELL, TYPE  
6
- 744537 - FURNISH & INSTALL PRECAST POLYMER COVER FOR JUNCTION WELL, TYPE  
7
- 744538 - FURNISH & INSTALL PRECAST POLYMER COVER FOR JUNCTION WELL, TYPE  
8
- 744539 - FURNISH & INSTALL PRECAST POLYMER COVER FOR JUNCTION WELL, TYPE  
9
- 744540 - FURNISH & INSTALL PRECAST POLYMER COVER FOR JUNCTION WELL, TYPE  
10
- 744541 - FURNISH & INSTALL FRAME AND LID FOR JUNCTION WELL, TYPE 11
- 744542 - FURNISH & INSTALL FRAME AND LID FOR JUNCTION WELL, TYPE 14
- 744543 - FURNISH & INSTALL FRAME AND LID FOR JUNCTION WELL, TYPE 15

**Description:**

This work consists of furnishing and installing cast iron frames and lids or precast polymer concrete covers for existing junction wells only. The item shall not be used when furnishing new junction wells as the frames and lids are included in the price for the new units. The frames and lids are as shown on the Standard Construction or applicable Plan Details. The work includes furnishing and installing all required materials and hardware to properly ground the unit, including wire and splicing if required and as shown on the Standard Construction or applicable Plan Details.

**Materials:**

Castings for frames, lids, and ½” dia. x 1 ¼” grounding lugs shall conform to Section 708.05 of the Standard Specifications and Standard Construction Details or applicable Plan Details.

Precast polymer concrete covers shall be reinforced by heavy-weave fiberglass. All precast polymer concrete covers shall be the heavy-duty type with a design load of 15,000 lbs. over a 10" square and a coefficient of friction greater than 0.5. The precast polymer concrete cover logo shall bear the inscription "DelDOT Traffic" for Types 6, 8, and 10 and "DelDOT Traffic Fiber Optics" for Type 7. The precast polymer concrete cover Type 11, 14, and 15 logo shall bear the inscription "DelDOT ELECTRIC".

Material for Grounding, bonding, and all related hardware and wire (including splicing if required) shall be as shown on the Standard Construction or applicable Plan Details.

**Method of Measurement:**

The quantity of spare frames and lids or precast polymer concrete covers shall be the actual number of frames and lids or precast polymer concrete covers by type furnished, installed, bonded, grounded and accepted.

**Basis of Payment:**

The item shall be paid for at the Contract unit price per each. Price and payment will constitute full compensation for all labor, equipment, tools, and incidentals required to complete the work.

2/29/12

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

**Description:**

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

**Materials:**

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

Mortar shall conform to the requirements of Section 611.

Brick shall conform to the requirements of Section 611.

Concrete block shall conform to the requirements of Section 819.

**Construction Methods:**

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

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

**Method of Measurement:**

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

**Basis of Payment:**

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

2/29/12

**744545 - BONDING & GROUNDING EXISTING JUNCTION WELL**

**Description:**

This item consists of furnishing and installing hardware and wire to Bond and Ground existing junction wells as shown on the Plans, Standard Details, or as directed by the Engineer in the field. The item will not be used when providing a new Junction Well as these costs are incidental to the new installation.

**Materials:**

A braided bonding strap shall be furnished. The bonding strap shall be 2 feet long so that the junction well cover can be removed and placed beside the well during maintenance operations.

A No. 6 AWG (minimum size) stranded copper wire shall be provided for bonding purposes.

All hardware, including bushings and fasteners, shall be provided by the Contractor. Bolts, nuts, and washers shall be stainless steel.

Any materials deemed unsatisfactory by the Engineer, shall be replaced by the Contractor.

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

**Construction Methods:**

Holes shall be drilled in the junction well cover and in the junction well frame. The braided bonding strap shall be attached to both the cover and frame using 1/2" dia. x 1 1/4" stainless steel bolt with stainless split lock washer and bolts to ensure proper bonding.

The junction well frame shall be bonded to the existing ground wire in the junction well using compression connector (example: C-Tap).

**Measurement and Payment:**

Measurement will be made on a per each basis for existing junction wells properly grounded and bonded. Price and payment includes furnishing and installing all materials shown on the applicable detail sheets including splicing if necessary.

2/29/12

- 745520 - SUPPLY OF 4" SCHEDULE 40 HDPE CONDUIT
- 745521 - SUPPLY OF 4" SDR-13.5 HDPE CONDUIT
- 745522 - SUPPLY OF 3" SCHEDULE 80 PVC CONDUIT
- 745523 - SUPPLY OF 4" SCHEDULE 40 PVC CONDUIT
- 745524 - SUPPLY OF 4" SCHEDULE 80 PVC CONDUIT
- 745525 - SUPPLY OF 4" GALVANIZED STEEL CONDUIT
- 745526 - SUPPLY OF 3" GALVANIZED STEEL CONDUIT
- 745527 - SUPPLY OF 2 1/2" GALVANIZED STEEL CONDUIT
- 745528 - SUPPLY OF 2" GALVANIZED STEEL CONDUIT
- 745529 - SUPPLY OF 1 1/2" GALVANIZED STEEL CONDUIT
- 745530 - SUPPLY OF 1" GALVANIZED STEEL CONDUIT
- 745531 - SUPPLY OF 3/4" GALVANIZED STEEL CONDUIT
- 745532 - SUPPLY OF 3" SCHEDULE 40 PVC CONDUIT
- 745533 - SUPPLY OF 2 1/2" SCHEDULE 40 PVC CONDUIT
- 745534 - SUPPLY OF 2" SCHEDULE 40 PVC CONDUIT
- 745535 - SUPPLY OF 1 1/2" SCHEDULE 40 PVC CONDUIT
- 745536 - SUPPLY OF 3/4" ALUMINUM RIGID CONDUIT
- 745537 - SUPPLY OF 3/4" FLEXIBLE METALLIC-LIQUIDTIGHT CONDUIT
- 745538 - SUPPLY OF 1 1/2" FLEXIBLE METALLIC-LIQUIDTIGHT CONDUIT
- 745539 - SUPPLY OF 2" NONMETALLIC POLE RISER SHIELD
- 745540 - SUPPLY OF 3" NONMETALLIC POLE RISER SHIELD
- 745541 - SUPPLY OF 4" NONMETALLIC POLE RISER SHIELD
- 745576 - SUPPLY OF 2" SDR-13.5 HDPE CONDUIT
- 745577 - SUPPLY OF 3" SDR-13.5 HDPE CONDUIT
- 745579 - SUPPLY OF 2 1/2" SCHEDULE 80 PVC CONDUIT
- 745580 - SUPPLY OF 1" FLEXIBLE METALLIC-LIQUID TIGHT CONDUIT
- 745581 - SUPPLY OF 2" SCHEDULE 80 PVC CONDUIT
- 745582 - SUPPLY OF 5" SCHEDULE 40 PVC CONDUIT

**Description:**

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

**Materials:**

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

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

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

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

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

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

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

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

**Method of Measurement:**

The quantity of conduit or shield will be measured as the number of linear feet (meters) of conduit or shield supplied and accepted. The length of liquidtight flexible metallic conduit shall be measured including all fittings; no additional request for payment will be accepted based upon liquidtight fittings of 90-degrees, 45-degrees, straight, or swivel.

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

**Basis of Payment:**

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

1/9/13

**745578 - BRIDGE-MOUNTED GALVANIZED STEEL CONDUIT**

**Description:**

This work shall consist of furnishing and installing 2" diameter galvanized steel conduit on bridge structures, in service of roadway electrical lighting systems. The work shall include anchor systems, expansion fittings, and conduit installation accessories necessary to perform the work

**Materials:**

All conduits shall be UL listed.

2" (50 mm) rigid galvanized steel conduit meeting National Electric Code 2002, Article 344.

**Construction Methods:**

Expansion anchors shall be installed in strict conformance with the manufacturer's recommendations. Anchors shall not be installed within one foot of the edge of a deck joint. Any damage to the galvanized coating of the supports shall be repaired.

Conduit Expansion fitting shall be installed at each bridge expansion joint to accommodate expansion and contraction of bridge.

**Method of Measurement:**

The quantity of conduit will be measured as the number of linear feet (meters) of conduit supplied, installed and accepted.

**Basis of Payment:**

The quantity of linear feet of conduit will be paid for at the Contract unit price per linear foot (meter). Price and payment shall include full compensation for all materials and labor, and incidentals necessary to complete provide and install all conduit, anchor systems, expansion fittings, and conduit installation accessories necessary to perform the work .

2/24/09

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

**Description:**

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

**Materials:**

All conduits shall be UL listed.

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

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

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

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

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

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

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

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

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

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

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

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

**Construction Methods:**

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Installation Of Conduit On Structure -**

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

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

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

**Method of Measurement:**

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

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

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

**Basis of Payment:**

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

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

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

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

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

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

2/29/12

**746507 – INSTALLATION OF STEEL POLE (LESS THAN 40’)**  
**746528 - INSTALLATION OF STEEL POLE (EQUAL TO OR GREATER THAN 40’)**  
**746697 - INSTALLATION OF WOOD POLE**  
**746815 - INSTALLATION OF LUMINAIRE**  
**746831 - INSTALLATION OF PEDESTAL POLE**  
**746928 – INSTALLATION OF STEEL MAST ARM POLE WITH SINGLE OR TWIN MAST  
ARM UP TO 70’**  
**746942 - INSTALLATION OF LIGHTING POLE WITH ARM AND LUMINAIRE**

**Description:**

This work consists of installing the specified type of pole on an existing pole base (or ground mounted for wood pole) in accordance with the locations, notes, and details on the Plans and as directed by the Engineer.

**Materials:**

Unless specified otherwise, the steel mast arm(s), steel pole, pedestal pole, wood pole, lighting pole, luminaire, and all necessary hardware shall be furnished by the Department. These materials can be obtained from the Department's Dover Sign Shop. The Contractor shall inform the Department two working days prior to picking up the pole, and other related hardware. Where pole installation is part of the work of relocating an existing pole on a project, the pole and related hardware shall be that which is removed from the existing pole site.

**Construction Methods:**

**General -**

Prior to erecting a pole, the Contractor shall be sure that there is a sufficient length of anchor bolt to permit the anchor bolt to extend at least flush with the top of the top nut when that nut is tightened in place. If this condition does not exist, the Contractor shall not erect the pole and shall notify and await instructions from the Engineer.

Connection of the mast arm(s) or other required assembly shall be performed by the Contractor according to his selected installation methods.

The Contractor shall make special note of any aerial utilities within the area and coordinate his work accordingly.

All conduit caps or knockouts are to be removed from the conduit, which extends from the pole base and grounding insulated bushings installed. A #6 Copper ground wire shall be installed between the ¾" ground rod clamp and the grounding insulated bushings, and to the lug or stud in the metal pole or pedestal. On the multi-section steel camera poles, the #6 copper ground wire shall continue up to the top of the upper section of the pole from the grounding insulated bushing to a bonding lug attached to the camera mounting bolts. At no time shall the #6 wire be installed between the leveling nut and the pole.

**Steel Mast Arm Pole or Steel Pole –**

The steel pole shall be erected by a suitable hoisting device as approved by the Engineer. The Contractor shall insure that the hoisting device is rated for the weight and reach necessary. The Contractor shall use the equipment to raise the pole into position, place the pole on the anchor bolts, and shall hold the pole in place until the nuts have been installed and tightened on the anchor bolts in accordance with the applicable Plan sheets or Standard Construction Details.

On all steel pole installations a proper nut as shown on the plan details shall be used under the base of the pole and a proper nut shall be used above the base of the pole. Once the pole is set, the anchor bolt nuts shall be adjusted and tightened to properly position the pole as indicated on the applicable Plan sheets or Standard Construction Details. Once the pole is set in place, properly canted, and the nuts

tightened, and the ground wire connected, the area between the base of the pole and the top of the foundation shall be formed and grouted as indicated on the applicable Plan sheets or Standard Construction Details. The anchor bolt covers and hand hole cover shall be placed on the pole after the pole has been erected in place.

**Pedestal Pole -**

The pedestal pole shall be erected by hand. Once the pedestal is set in place, properly plumbed, the nuts tightened, and the ground wire connected, the contractor shall place the hand hole cover on the pedestal.

**Wood Pole –**

This work consists of installing wood poles with a butt plate and #6 bare copper ground wire from the butt plate to the top of the pole. A ground rod may be used in place of the butt plate. The pole shall be located as shown on the Plans and as directed by the Engineer.

The pole shall be erected in a hole at least 6 feet deep or the height of the pole divided by 6, whichever is larger. The hole shall be dug in such a manner as to preclude over-sizing the diameter.

Sufficient earth shall be placed in the hole to fill it completely and provide a ridge around the hole after it has been properly filled. During refill, the earth shall be placed in layers not to exceed one foot and shall be well tamped with a power tamper.

The pole shall be set vertically in all directions, unless otherwise specified.

Copper coated fasteners shall be placed not more than 3 feet apart on the ground wire.

The ground rod, if utilized, shall be driven vertically into the ground, shall extend 4 inches above ground level and shall be fastened to ground wire with ground clamp. Ground rods shall be a minimum of 10 feet in length. Butt plates and/or ground rods will be incidental to this bid item. The Ground Wire will be paid for under its respective item.

**Lighting Pole with Arm and Luminaire –**

This work consists of installing lighting poles, arms and luminaires on an existing base.

Electrical connection of the luminaire is also included. To make the connection, the Contractor shall furnish the following materials:

- Connector kits shall be of waterproof, molded synthetic rubber suitable for burial in the ground or exposure to sunlight. The cable connection shall be compression type, applied by means of a compression tool. Connectors shall be 600-volt, fabricated from high strength copper alloy, quick disconnect, in-line connectors, fused for ungrounded conductor and non-fused for neutral at each pole.
- #8 AWG wire
- Split bolt connectors
- Electrical tape

These materials, other than the #8 wire, are to be included in the price bid for this item. The wire will be paid under its respective item. The unit shall be attached to the existing service cable and tested. On wood poles, if the service cable is not available, a 5 foot tail shall be left at the pole end of the mast arm. On metal poles, the electrical connections and grounding of pole will be made in the base. If the service cable is not available, a 5 foot tail shall be left in the pole base.

Installation of the pole and arm shall be as specified under **Steel Mast Arm Pole** above.

**Installation of Luminaire –**

This item includes picking up the luminaire unit at the DelDOT sign shop, transporting it to the

specified location and installing it on an existing pole to provide a fully functioning overhead light. The materials for connecting the luminaire (as listed above under “**Lighting Pole with Arm and Luminaire**”) are also to be furnished as part of this item. These materials, other than the #8 wire, are to be included in the price bid for this item. The wire will be paid under its respective item. The unit shall be attached to the existing service cable and tested. On wood poles, if the service cable is not available, a 5 foot tail shall be left at the pole end of the mast arm. On metal poles, the electrical connections and grounding of pole will be made in the base. If the service cable is not available, a 5 foot tail shall be left in the pole base.

**Method of Measurement:**

The quantity of poles will be measured on a per each basis as the number of poles installed as specified, complete and accepted under the applicable bid item listed above. “Installation of Luminaire” will also be paid on a per each basis if the unit is being installed as a replacement or on a previously installed existing pole.

**Basis of Payment:**

**General** - Price and payment per each pole type shall include full compensation for picking up the materials at the DeDOT Sign Shop, transporting and setting the poles, and for all labor, tools, equipment, and incidentals necessary to complete the item.

**Steel Mast Arm Pole or Steel Pole** – In addition to the general statement, note that #6 Ground Wire will be paid for separately under its respective item. Any required fasteners for the ground are considered incidental to the Steel Pole being installed.

**Pedestal Pole** – As noted in general above

**Wood Pole** – In addition to the general statement, payment includes excavating the hole, furnishing and installing the butt plate or ground rod, and furnishing and installing fasteners for the ground wire.

**Lighting Pole with Arm and Luminaire** – In addition to the general statement, payment includes furnishing the listed materials, connecting, and testing the luminaire to result in a fully functioning light pole assembly. #8 wire will be paid for separately under its respective item.

**Installation of Luminaire** – This item includes picking up a luminaire, furnishing the listed materials, transporting, installing, and testing each luminaire. The item will be used for payment only when the luminaire is being installed as a replacement and/or on a previously installed pole. Luminaires installed as part of an entire light pole assembly are included for payment under the item titled “**Lighting Pole with Arm and Luminaire**” (Item 746942).

2/29/12

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

**Description:**

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

**Materials and Construction Methods:**

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

**Method of Measurement:**

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

**Basis of Payment:**

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

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

9/09/2010

**746516 - SERVICE INSTALLATION**

**Description:**

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

**Materials and Construction Methods:**

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

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

**Method of Measurement:**

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

**Basis of Payment:**

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

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

08/30/01



**746590 - FURNISH & INSTALL GROUND ROD**

**Description:**

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

**Material:**

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

**Construction Methods:**

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

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

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

**Measurement and Payment:**

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

2/29/12

**746594 - LUMINAIRE (HPS) 250 WATT**

**Description:**

This work consists of furnishing and installing Type A and Type B 250 watt high pressure sodium fixtures on poles, in accordance with these specifications and as shown on the Plans.

**Materials:**

The complete Type A or Type B luminaire shall be a 250 watt high pressure sodium type powered from a nominal 240 or 277 volt, 60 hertz source. The luminaire shall have a heavy-duty die-cast aluminum housing with an electrocoat gray finish and a hinged and removable door assembly with a heat/impact resistant glass prismatic lens. The luminaire shall be provided with internal two-inch slipfitter mounting and photocell control. The ballast shall be a multi-tap (120/208/240/277 volt) auto-regulating type, capable of starting and operating the lamp down to temperatures of 78 °F (28 °C). The optical assembly shall be sealed with a perimeter gasket and activated charcoal filter.

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

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

**Method of Measurement:**

The quantity of 250 watt (HPS) luminaires will be measured as the actual number of luminaires provided complete in place and accepted.

**Basis of Payment:**

The quantity of 250 watt (HPS) luminaires will be paid for at the Contract unit price per each. Price and payment will constitute full compensation for furnishing all materials, and for all labor, tools, equipment, and incidentals necessary to complete the item installation.

12/21/10

- 746595 - ALUMINUM LIGHTING STANDARD, 40 POLE**
- 746612 - ALUMINUM LIGHTING STANDARD, 20 POLE**
- 746654 - ALUMINUM LIGHTING STANDARD, 45 POLE**
- 746655 - ALUMINUM LIGHTING STANDARD, 30 POLE**
- 746682 - ALUMINUM LIGHTING STANDARD, 35 POLE**

**Description:**

This work consists of furnishing and installing lighting standards, and foundations, in accordance with these specifications and as detailed on the Plans. The foundation provided as part of this item shall be a Pole Base, Type 6 constructed in accordance with Section 746 and details on these Plans.

**Materials:**

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

The aluminum shaft, shall be spun from one piece of extruded tubing meeting the requirements of ASTM B 241, 6000 series alloy. The shaft shall be cold worked to form the specified taper. Aluminum castings shall conform to ASTM B 108, alloy 356-T6. All welding shall be of the metallic-arc-consumable-electrode-inert-gas-shielded-process. After welding, the entire assembly shall be precipitation heat treated to the T6 temper using an approved method and rotary sand finished. The shaft shall contain an internal vibration dampening device positioned approximately 2/3 the height of the pole. The pole shall be supplied with a standard 2 (50 mm) tenon or other hardware/fitting called for on the Plans or as required to mount the proposed luminaire.

<b>Height of Pole Feet (Meters)</b>	<b>Outer Diameter Inches (Millimeters)</b>	<b>Wall Thickness Inches (Millimeters)</b>
20 (6)	10 (250)	.156 (3.96)
30 (9)	10 (250)	.156 (3.96)
35 (10.5)	10 (250)	.156 (3.96)
40 (12)	10 (250)	.188 (4.78)
45 (13.5)	10 (250)	.188 (4.78)

Breakaway support systems (transformer bases), when required, shall be provided with each pole, and shall not be paid for separately, but will be considered incidental to this item. Transformer bases will meet the breakaway requirements of ASSHTO and FHWA.

A grounding lug shall be provided at each pole, integral with either the pole shaft or the transformer base. Included in the foundations will be ground rods which shall be copper clad steel 3/4 (19 mm) in diameter and 20 (6 meters) long.

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

**Method of Measurement:**

The quantity of aluminum lighting standards will be measured as the actual number of poles complete in place and accepted.

**Basis of Payment:**

The quantity of aluminum lighting standards, will be paid for at the Contract unit price per each. Price and payment will constitute full compensation for excavation, furnishing and placing/erecting all materials; and for all labor , equipment, tools and incidentals necessary to complete the item.

8/24/06

**746614 - POLE BASE EXTENSION**

**Description:**

This work consists of furnishing and installing all materials necessary to increase the vertical dimension of the pole base. The extension shall consist of reinforced concrete to a depth in accordance with the notes and details on the Plans and as directed by the Engineer.

**Materials:**

The concrete for pole base extensions shall conform to Section 812, Class B of the Standard Specifications.

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

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

All applicable requirements of Section 746 of the Standard Specifications shall govern and be supplemented by notes and details on the plans.

**Construction Methods:**

Where pole bases are required to extend to a depth greater than that given on Standard Construction Details, they shall be extended as directed by the Engineer.

Reinforcing bars shall be extended in a pattern that complies with the Standard Drawings and matches the pattern of the pole base being extended using continuous vertical bars and is in accordance with Section 603.07 of the Standard Specifications.

The pole base extension shall include a longer length ground rod so that a minimum of 8 feet (2.5 m) of rod is driven into undisturbed earth and 8 inches (200 mm) is above the final grade of the pole base.

**Method of Measurement:**

The quantity of pole base extension will be measured by the cubic feet (cubic meters) of concrete required to increase the vertical dimension from the standard depth to the increased depth. The volume will be measured by multiplying the vertical increase in depth by the cross-sectional area of the standard pole base. Reinforcement bars, excavation and backfilling will be incidental to this item and included in the unit price bid.

**Basis of Payment:**

The quantity of pole base extensions will be paid for at the Contract unit price per cubic foot (cubic meter) of pole base extension. Price and payment will constitute full compensation for furnishing and placing all materials including bar reinforcement, ground rod as required, excavation, and backfilling; and for all labor, equipment, tools, and incidentals required to complete the work.

01/15/03

**746650 - ALUMINUM TRANSFORMER BASE**

**Description:**

This work consists of furnishing and installing aluminum transformer base, including furnishing all materials, in accordance with this specification, plans, project notes, drawing details, and as directed by the Engineer.

**Materials:**

The Transformer base shall be cast aluminum, with dimensions adhering to drawings details on the Plans.

Material installation requirements shall include all accessories necessary for transformer base installation, including anchor bolts and other hardware, in accordance with manufacturer's recommendations and AASHTO guidelines.

Materials to be supplied and installed shall include new lock washers, fasteners, and all other connection hardware requirements as necessary to connect the pole to the metal transformer base, and to connect the metal transformer base to the concrete pole base.

**Construction Methods:**

Transformer bases installed for support of light poles shall conform with breakaway requirements of most recent version of AASHTO Roadside Design Guide and all other applicable AASHTO publications. Before commencement of work, the Contractor shall submit documentation for approval by DelDOT showing the design for the transformer base meets the current AASHTO Breakaway Design requirements.

For breakaway installations, the light pole standard shall electrically disconnect from the supply wire at the foundation when struck by vehicle or other collisions.

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

**Method of Measurement:**

The quantity of cast aluminum transformer bases shall be measured as the actual number of transformer bases furnished, installed and accepted.

**Basis of Payment:**

The quantity of cast aluminum transformer bases shall be paid at the Contract unit price per each transformer base furnished and installed. Price and payment shall constitute full compensation for, furnishing and installing transformer base, all bolts, connection hardware and other accessories required for installation. Price and payment shall constitute full compensation for and all materials, labor, equipment, tools and incidentals required to complete the work, and for removal and reinstallation of existing pole and mast arm.

02/01/09

**746651 - ACCESS COVER FOR TRANSFORMER BASE**

**Description:**

This work consists of measuring, furnishing and installing access covers for metal transformer bases supporting streetlight poles.

**Material and Construction Methods:**

The access cover shall consist of a plastic or composite material that is waterproof, durable, rigid and non-metallic. The material thickness shall be not less than 0.25 inches, and the exterior dimensions shall be field measured prior to procurement and/or fabrication to ensure a precise fit in the existing openings of transformer bases. Color of access cover shall match existing transformer base.

The access cover shall be easily removed and re-installed by means of metal corrosion-proof latch mechanism mounted at top of access cover. The latch mechanism shall be easily operated from the exterior by use of hex head tool. The hex bolt used for mounting the latch mechanism shall have 20 threads per inch. The bottom inside portion of the access cover shall include factory molded protrusions allowing for easy seating of the cover in the bottom of the existing metal transformer base opening.

**Method of Measurement:**

The quantity of cover plates shall be measured as the actual number of cover plates installed and accepted.

**Basis of Payment:**

The quantity of cover plates will be paid for at the Contract unit price per each. Price and payment will constitute full compensation for field measuring, furnishing and installing access covers, and for all labor, tools, material, equipment and necessary incidentals to complete the work.

12/12/08

**746653 - ELECTRICAL TESTING**

**Description:**

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

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

**Construction Methods:**

Ground Resistance Testing

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

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

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

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

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

System Testing

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

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

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



**Highway Lighting System Warranty:**

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

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

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

These conditions listed shall not be considered all inclusive.

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

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

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

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

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

**Method of Measurement:**

The quantity of electrical testing will not be measured.

**Basis of Payment:**

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

5/24/02

**746815 - INSTALLATION OF LUMINAIRE**  
**746816 - REMOVAL OF LUMINAIRE**

**Description:**

This work consists of assembling and installing a complete highway lighting unit on a pole or mast arm presently in place and connecting it to an existing service cable or removing an existing luminaire and returning it to the Department at the Dover Sign Shop.

**Materials:**

Installation:

The Department will supply the complete luminaire .

The Contractor will supply:

Buchanan Connector Kits #825 with #65 or #835 with #20 or approved equal  
#8 THWN wire  
Split bolt connectors  
Electrical tape

**Construction Methods:**

Installation Methods:

The luminaire shall be transported to the site, assembled, and wired and attached to the mast arm or pole by use of hardware approved by the Engineer. The unit shall be attached to the existing service cable and tested. On wood poles, if the service cable is not available, a 5 foot (1.5 m) tail shall be left at the pole end of the mast arm. On metal poles, the electrical connections and grounding of pole will be made in the base. If the service cable is not available, a 5 foot (1.5 m) tail shall be left in the pole base.

Each luminaire installed under this item shall be separately connected to the service cable at the pole on wood poles and in the pole base on metal poles.

Removal Methods:

The luminaire shall be removed from the pole or mast arm after the wires have been disconnected. The wires shall be taped and secured so that they remain available for installation of a luminaire.

The luminaire and all hardware shall be returned to the Department at the Dover Sign Shop.

**Method of Measurement:**

The quantity of luminaires measured under this item shall be the number of luminaries installed in accordance with these specifications, complete, in place, tested, and accepted or removed, wires secured for future use, and all materials returned to the Department at the Dover Sign Shop.

**Basis of Payment:**

The quantity of luminaries shall be paid for at the Contract unit price per each. Price and payment will constitute full compensation for all labor, equipment, tools, and incidentals required to complete the work.

01/15/03

**746832- SUPPLY AND INSTALLATION OF WEATHERHEAD, UP TO 3”, ON STEEL POLE**

**Description:**

This work consists of the supply and installation of a weatherhead on a steel pole of the size indicated on the plans. Also included is the additional hardware associated with the installation of the weatherhead. This item will be used only to replace or specifically install an individual weatherhead. It will not be used if the weatherhead is being installed as part of an overall conduit system on a pole.

**Materials:**

All materials furnished and installed under this specification shall be new, galvanized hardware appropriate to the size of weatherhead, and approved by the Engineer. The Materials shall meet UL 514B and UL6 to include:

- Weatherhead
- Close Nipple
- Lock Nut
- Conduit Bushing

**Construction Methods:**

The weatherhead shall be located in a hole that is drilled six inches from the top of the steel pole on the side parallel with the span cable or as designated by the Engineer. The hole for the nipple shall be snug. The hole shall be made by a hole saw; no other means of making the hole is acceptable.

The weatherhead will be installed on a close nipple. A lock nut shall be placed on the nipple and the assembly is then placed through a hole in the steel pole. After the weatherhead assembly is in place, a bushing is seated firmly on the end of the nipple inside the steel pole. The weatherhead is now positioned correctly and the lock nut is tightened against the outside of the steel pole holding the complete assembly in place.

**Method of Measurement:**

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

**Basis of Payment:**

The quantity of weatherheads will be paid for at the Contract unit price per each weatherhead of the size indicated, up to but not exceeding, 3 inches in diameter. Price and payment shall constitute full compensation for furnishing and installing the weatherheads, including hardware, labor, tools, equipment, and all other incidentals necessary to complete the item.

2/29/12

**746843 - POLE BASE, TYPE 1**  
**746844 - POLE BASE, TYPE 2**  
**746845 - POLE BASE, TYPE 2A**  
**746846 - POLE BASE, TYPE 2B**  
**746847 - POLE BASE, TYPE 3**  
**746848 - POLE BASE, TYPE 3A**  
**746849 - POLE BASE, TYPE 3B**  
**746850 - POLE BASE, TYPE 4**  
**746851 - POLE BASE, TYPE 5**  
**746852 - POLE BASE, TYPE 6**

**Description:**

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

**Materials:**

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

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

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

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

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

**Construction Methods:**

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

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

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

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

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

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

The bases shall be edged and have a broom finish.

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

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

#### **Method of Measurement:**

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

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

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

#### **Basis of Payment:**

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

Any increase in the vertical dimension required herein shall be paid for separately under Item 746614, Pole Base Extension; another item of this contract.

The quantity of pole bases will be paid for at the Contract unit price for each pole base type. If an alternate pole base type is selected by the Engineer, payment will be the Contract unit price for the alternate selected. Price and payment will constitute full compensation for furnishing and placing all materials including concrete, ground rods, and a minimum of two conduit sweeps extending into the base; for excavating, backfilling and compacting around the base; for repairs to damaged existing pavement; for removal or replacement of pavement; and for all labor, equipment, tools, and incidentals required to complete the work.

**746883 - PARTIAL REMOVAL OF CONCRETE POLE BASES AND CABINET FOUNDATIONS**

**Description:**

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

**Materials:**

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

**Construction Methods:**

The masonry shall be removed to a depth of six inches below final grade.

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

**Method of Measurement:**

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

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

**Basis of Payment:**

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

02/03/03

**746884 - EXPANSION FITTING FOR ELECTRICAL CONDUIT**

**Description:**

This work consists of furnishing and installing a expansion fitting for electrical conduit, in accordance with this specification, plans, project notes, and as directed by the Engineer.

The fitting will allow for expansion and contraction in a run of rigid metal conduit mounted in or on bridge structures.

**Materials:**

Expansion fitting for rigid metal conduit, providing for 4 inches of conduit movement in the vicinity of bridge deck expansion joints.

Expansion fitting shall be malleable or ductile iron material, hot dip galvanized. The fitting shall be weatherproof, concrete tight, and include insulating bushing and bonding jumpers (in accordance with National Electrical Code). The expansion fitting shall be suitable for embedment in concrete on bridge structures at bridge expansion joints. The expansion fitting shall be UL Listed, and shall meet the following standards:

UL Standard: 514B  
CSA Standard: C22.2 No 18  
Federal Spec: W-F-408E  
NEMA: FB-1

Bonding jumpers shall be malleable for ductile iron, with steel U-bolts and tinned copper braids. Clamps and U-bolts shall be hot dipped galvanized. The bonding jumpers shall be UL Listed, and shall meet the following standards:

UL Standard: 467  
CSA Standard: C22.2 No 41  
Federal Spec: W-F-406E  
NEMA: FB-1

**Construction Methods:**

The expansion fitting will be fitted on conduit embedded within concrete parapets on bridges, or mounted on exterior of bridge structure.

**Method of Measurement:**

The quantity of expansion fittings shall be measured as the actual number of expansion fittings furnished, installed and accepted.

**Basis of Payment:**

The quantity of expansion fittings shall be paid at the Contract unit price per each expansion fitting furnished and installed. Price and payment shall constitute full compensation for, furnishing and installing expansion fitting. Price and payment shall constitute full compensation for all materials, labor, equipment, tools and incidentals required to complete the work.

12/16/08



**746885 - REMOVE AND REINSTALL LIGHTING POLE W/ MAST ARM AND METAL TRANSFORMER BASE**

**Description:**

This work consists of removal and re-installation of existing lighting pole with single or twin mast arms (or davit arms). The work also includes removal and re-installation of existing metal transformer base (or metal anchor base) and luminaire.

The lighting pole, metal transformer base and mast arms will be reinstalled at a location as directed by the Engineer, or as shown on the plans. The lighting pole, transformer base and mast arms will be positioned at same location as existing, or will be relocated to new position as directed by the Engineer, or as shown on the plans.

For the purposes of this pay item, single and twin mast arms shall be considered the same.

**Materials:**

The aluminum lighting pole, with mast arm, metal transformer base, and luminaire shall be furnished by the Department. The Contractor shall supply all necessary connection hardware as required for installation of material, and all other incidental material necessary to complete removal or installation as required.

**Construction Methods:**

**Removal Methods:**

The service cable shall be disconnected and the wires to the luminaire shall be removed. The ground wire shall be disconnected and the pole and mast arms shall be held and lowered down by a suitable hoisting device. The Contractor shall ensure that the hoisting device is rated for the weight and reach necessary. The metal transformer base shall be removed and transported with all connection hardware.

The lighting pole, mast arms, metal transformer base, luminaire, and all connection hardware shall be transported to the new position as directed by the Engineer, or as shown on the Plans. On-site staging area may not be available at proposed location of lighting pole. Therefore, all costs for temporary staging at remote location, and multiple handling of material items shall be included in this pay item.

**Installation Methods:**

The lighting pole, mast arms, metal transformer base, and luminaire shall be assembled, lifted by a suitable hoisting device as approved by the Engineer, set in place, plumbed, and secured to the concrete pole base. The Contractor shall insure that the hoisting device is rated for the weight and reach necessary. The pole shall be connected to the ground rod. The electrical service cable shall be connected through the pole base and metal transformer base. The Contractor shall perform all final electrical connections of pole, mast arms, metal transformer bases and luminaires to provide a complete and operable lighting system. The Contractor shall perform final electrical testing of the re-installed pole system prior to acceptance by the Engineer.

**Method of Measurement:**

The quantity shall be measured as the number of existing lighting poles, with existing mast arms, luminaire and metal transformer base, removed and re-installed in accordance with these specifications, complete, in place, tested, and accepted.

**Basis of Payment:**

The quantity of existing lighting poles, with mast arm, luminaire and metal transformer base removed and re-installed, will be paid for at the Contract unit price per each. For the purposes of this item, single and twin mast arms shall be considered the same. No additional payment shall be made for twin mast arm installations or removals. Price and payment will constitute full compensation for all labor, equipment, tools, and incidentals required to complete the work.

01/22/09

**746886 - REMOVAL OF METAL TRANSFORMER BASE**

**Description:**

This work consists of removal and transport of metal transformer base (or metal anchor base), as directed by the Engineer, and in accordance with the Plans and Project Notes. The transformer base (or anchor base) must be detached and removed from existing concrete foundation. All connection hardware associated with the metal transformer base shall be removed and transported in tact, without damaging the hardware during removal process.

**Materials:**

The metal transformer base (or anchor base) shall be furnished by the Department. The metal transformer base shall be existing and presently mounted to concrete foundation.

**Construction Methods:**

Removal Methods:

The service cable shall be disconnected and the wires removed from the transformer base. The ground wire shall be disconnected.

The metal transformer base and all connection hardware shall be transported to one of the following locations as directed by the Engineer, or as shown on the Plans:

- 1) Transport to new position along roadway, to be staged for reinstallation. On-site staging area may not be available at proposed location of metal transformer base. Therefore, all costs for temporary staging at remote location, and multiple handling of material items shall be included in this pay item.

**Or,**

- 2) Transport to DelDOT Maintenance Facility located at 39 E. Regal Blvd, Newark, Delaware 19711. The material items shall remain the property of DelDOT,

**Method of Measurement:**

The quantity of transformer bases will be measured as the number of metal transformer bases removed and transported, including all connection hardware, in accordance with these specifications.

**Basis of Payment:**

The quantity of metal transformer bases will be paid for at the Contract unit price per each removed and transported, including all associated connection hardware. Price and payment will constitute full compensation for all labor, equipment, tools, and incidentals required to complete the work.

01/22/09

**746887 - INSTALLATION OF METAL TRANSFORMER BASE**

**Description:**

This work consists of installation of metal transformer base (or metal anchor base), as directed by the Engineer, and in accordance with the Plans and Project Notes.

**Materials and Construction Methods:**

The metal transformer base (or anchor base) shall be furnished by the Department.

All connection hardware required for installation of the metal transformer base shall be furnished and installed by the Contractor.

The metal transformer base (or anchor base) shall be connected to a concrete pole base as shown in drawing details for this Contract, and as approved by the Engineer. The electrical service cable shall be connected through the pole base and metal transformer base.

**Method of Measurement:**

The quantity of transformer bases will be measured as the number of metal transformer bases installed, including all connection hardware, in accordance with these specifications.

**Basis of Payment:**

The quantity of metal transformer bases will be paid for at the Contract unit price per each installed, including all associated connection hardware. Price and payment will constitute full compensation for all labor, equipment, tools, connection hardware, and incidentals required to complete the work.

01/22/09

**746888 - ALUMINUM LIGHTING SINGLE DAVIT ARM, 8' ARM SPREAD**  
**746889 - ALUMINUM LIGHTING SINGLE DAVIT ARM, 12' ARM SPREAD**  
**746890 - ALUMINUM LIGHTING SINGLE DAVIT ARM, 15' ARM SPREAD**

**Description:**

The work consists of furnishing and installing Aluminum Lighting Single Davit Arms in accordance with the Contract Details, as shown on the Plans, and/or as directed by the Engineer to make a functional roadway lighting system.

**Materials and Construction Methods:**

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

Lighting davit arms, used in conjunction with lighting poles specified under separate special provisions in the Contract, shall meet or exceed the requirements of the latest edition of AASHTO "Standard Specifications for Structural Supports for Highway Signs, Luminaires and Traffic Signals" based on wind loads applicable for New Castle County. Computations confirming conformance with latest edition of AASHTO Specifications, with the year of the edition specified, shall be submitted to the Delaware Department of Transportation for approval.

The davit arms shall each be spun from one piece of seamless tubing, the strut and arm plates shall be extruded, all of which conform to the requirements of ASTM B221 aluminum alloy 6063-T6.

Nominal Luminaire Mounting Height	Nominal Davit Arm Spread	Outer Diameter at bottom of davit arm **	Wall Thickness
30'			
	12'	6" (bottom)	0.188"
	15'	6" (bottom)	0.188"

Arms shall be of the davit type consisting of an aluminum shaft having the outer diameter and wall thickness as listed in the table above. The luminaire end of the davit arm shall be fitted with a 2" (50 mm) NPS aluminum pipe with nominal length of 8 inches.

Shop drawings and catalog cuts for all electrical and related materials shall be submitted to DelDOT for approval.

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

**Method of Measurement:**

The quantity of aluminum lighting single davit arms will be measured as the actual number installed and accepted.

**Basis of Payment:**

The quantity of aluminum lighting single davit arms will be paid for at the Contract unit price per each. Price and payment will constitute full compensation for furnishing and installing davit arm, including all materials, labor, equipment, washers, shims, nuts, and all other connection hardware necessary for the supply and installation of davit arm(s). The price will also include all miscellaneous hardware, labor, tools, equipment, and incidentals necessary to complete the work.

- 746906 - FURNISH & INSTALL 4-CONDUCTOR #18 AWG SHIELDED OPTICOM CABLE
- 746907 - FURNISH & INSTALL 1-CONDUCTOR #2 AWG STRANDED COPPER
- 746908 - FURNISH & INSTALL 1-CONDUCTOR #4 AWG STRANDED COPPER
- 746909 - FURNISH & INSTALL 1-CONDUCTOR #6 AWG STRANDED COPPER
- 746910 - FURNISH & INSTALL 1-CONDUCTOR #8 AWG STRANDED COPPER
- 746911 - FURNISH & INSTALL 1-CONDUCTOR #10 AWG STRANDED COPPER
- 746912 - FURNISH & INSTALL 1-CONDUCTOR #14 AWG STRANDED COPPER
- 746913 - FURNISH & INSTALL 2-CONDUCTOR #14 AWG ALUMINUM SHIELDED COPPER
- 746914 - FURNISH & INSTALL #6 BARE STRANDED COPPER GROUND
- 746915 - FURNISH & INSTALL #8/2 WIRE UF W/GROUND
- 746916 - FURNISH & INSTALL #8/3 WIRE UF W/GROUND
- 746918 - FURNISH & INSTALL #2/0 AWG STRANDED COPPER
- 746919 - FURNISH & INSTALL #4/0 AWG STRANDED COPPER
- 746920 - FURNISH & INSTALL 14/4 TRAFFIC CONTROL CABLE
- 746921 - FURNISH & INSTALL 14/9 TRAFFIC CONTROL CABLE
- 746922 - FURNISH & INSTALL 14/16 TRAFFIC CONTROL CABLE

**Description:**

The pay items listed above include furnishing, installing, and splicing if approved, the various types and sizes of cable in conduit, or overhead and lashed to a span wire. All conduit installation will be paid for under their respective items.

**Materials:**

**Cable** - All electrical cables shall be manufactured in conformance with the National Electrical Code, 600-Volt, UL approved.

1. Stranded or solid, single conductor copper cables shall be XLP Insulated; USE or RHW rated
2. Type UF cable shall include ground and the number and size of conductors as shown on the plans. Use cable conforming to ANSI/UL 493.
3. 14/4, 14/9, 14/16 AWG Solid copper conductor Traffic Signal cable shall conform to IMSA Specification Number 19-1. Provide wire size and number of conductors as shown on the plans or as directed by the Engineer. Additional material requirements for Traffic Signal Cables are as follow:
  - a. If requested, the Contractor shall provide independent test results to verify specification compliance. Costs of testing are incidental to the Cable item being supplied.
  - b. All cables shall be supplied on reels with each reel containing one continuous length of cable.
  - c. Color code to be used as established by IMSA Specifications. In addition to IMSA, DeIDOT requires that individual tracers contrast with the base color to allow easy identification between each base color and the same base color plus tracer.

*To test for sufficient color contrast, remove the sheath for a length of 6 inches. All filler material and tapes shall be removed for the same length. All conductors of the same base color will be placed side by side and all other conductors will be hidden. The conductors will be held against a white or ivory surface and viewed from a distance of 6 feet. The base color, tracer, and tracer color must be identified within a period of three seconds after being placed in position. The same test for contrast will also be made for base colors. If either the base color or tracer color test fails, the material will be rejected.*
  - d. The tracer line width shall not exceed 3/20 inch when measured perpendicular to the edge of the line. Also, the total width of tracer lines on a conductor may not be equal to or greater than one-half the total circumference of the conductor.

4. Aluminum Shielded Cable shall be shielded two conductor controlled capacitance cable enclosed in an aluminized polyester shield within a polyethylene jacket, rated to 600 volts. The two conductors are AWG # 14 stranded copper. Cable shall meet IMSA 50-2. Referred to as "Home-run Cable".
5. Opticom Cable – must meet the manufacturer's recommended specifications

#### **Splicing Materials –**

1. Insulating (rubber) tape shall be of the self-bonding type and shall be 3M Company, Inc. (Cat. No. 130C, 2228); Plymouth Rubber (Cat. No. 2212); Permacel (Cat. No. 253, P280), or an approved equal.
2. Jacket (plastic) Tape shall be of the waterproof type and shall be 3M Company, Inc. (Cat. No. 33); Plymouth Rubber (Cat. No. 3117); Permacel (Cat. No. P29), or an approved equal.
3. For overhead traffic control cable splices:  
Wire Nuts – Ideal 74B or 76B, 3M Highland H-33, or approved equal

#### **Cable Installation**

##### **Installation in Conduit:**

This work consists of installing various types, sizes, and number of communications or electrical cable(s) in existing conduits, which may or may not contain an existing communications or electrical cable(s) or wire(s). Conduits may be located underground, within mast arms, on wood poles, or on metal poles.

The number of cables to be pulled through each conduit will be as shown on the plans or as directed by the Engineer.

##### **Construction Methods:**

All cable must be transported by and unreeled from a cable trailer(s). The laying of reels on the ground and subsequent removal of wire or cable from this position is prohibited. Avoid damaging cable insulation when removing cable from drums or reels, or during installation of the cable.

**Hand pulling methods are required** for conduit sizes of 1-1/2" or less and are **preferred** for all other sizes. Dynamometer is recommended for use when pulling other than by hand.

Prior to installation, **written approval by the Engineer is required** for the use of any power-assisted methods of pulling communications or electrical cable(s) or wire(s) into conduit. A short piece of material that will part if the strain exceeds the amount specified below shall be used between the pulling grip and the pulling medium, unless industry standards require less:

150 lbs. for all pulls up through 12 pair communications cable; and  
300 lbs. for all larger cables

Any and all cable(s) pulled into any conduit without the use of an acceptable pulling grip, Kellems or equal, and without the use of a strain release element or by using methods which may have or did result in pulling forces in excess of strain release material, or using methods which may have or did result in pulling forces in excess of those set forth herein or prescribed by industry standards are **unacceptable**.

Any and all unacceptable cable(s) shall be removed and replaced with new cable(s) using correct methods at no cost to the Department.

The installation of cable(s) in existing conduits shall be accomplished by pulling the cable(s) through the conduits. If required, pulling lubricant of the type recommended by the cable manufacturer

will be used. The cable(s) shall be prepared for pulling by reeling them from their respective reels as they enter the conduit or by taking sufficient length from the reel(s) to comprise the set to be pulled. Care shall be taken to avoid damaging insulation and to eliminate any twists or kinks and to marry the cables in a straight lay. Care shall also be taken to prevent entry of moisture into the cable at all times during installation. Cable ends will be sealed using rubber tape and painted with a sealing type of waterproof compound until final splices are made.

The cable(s) shall be hand fed into the conduit. When, in the opinion of the Engineer, additional radius is required to prevent damage to the cable(s) a sleeve shall be used. There shall be no additional payment made for sleeves or their use.

Underground cable runs shall be started at one terminal point and shall be continuous without splices to the final terminal point except for "Home Run Cable" to "Loop Detector Wire". Opticom cable shall not be spliced in any application.

Additional cable(s) shall be left and arranged in a neat and orderly manner as noted:

1. When pulled through junction wells, 6 feet of copper cable, supported on cable rack assemblies
2. At the control box and other splice locations, 6 feet of cable, neatly arranged and laced with cable ties

When cable already exists in a conduit, the Contractor shall ensure that the placement of a fish does not damage or entangle the existing wire or cable(s). The lead end of a fish shall contain a blunt terminal. Bending and/or taping the end of the fish shall not be satisfactory nor shall any termination which contains rough edges or any sort of hook that might engage an existing wire or cable when the fish is extracted.

Where two or more wires occupy the same conduit, they shall be drawn in together and kept parallel to each other by means of a pulling head. Phase legs shall be arranged circumferentially and in sequence around the neutral wires.

All conduit ends shall be duct sealed after cable installations.

#### **Installation on Span Wire Overhead:**

This work consists of installing electrical cable on an existing span wire.

#### **Construction Methods:**

All electrical cable must be transported by and unreeled from a cable trailer(s). The laying of reels on the ground and subsequent removal of wire or cable from this position is prohibited. Avoid damaging cable insulation when removing cable from drums or reels, or during installation of the cable.

The electrical cable will not be spliced at the top of the pole but will continue on to be taped onto the span wire. The electrical cable shall be oriented so water will not run along its length and run into the steel pole. The electrical cable shall be installed on the underside of the span wire with no crossover or wraps around the span wire. The electrical cable shall be pulled tight without any kinks and the jacket (plastic) tape wrapped tight around the span wire and electrical cable at least six wraps every twelve to fourteen inches.

At each signal head location, there will be a loop of signal cable 36 inches long.

#### **Splicing:**

#### **Traffic Control Cable and Single Conductor Stranded Wire :**

**General** – Traffic signal cable splicing shall only be made above ground in pole hand-holes, transformer bases or on span wire at the signal head. Underground traffic control cable splices (except



between loop detector wire and “home-run” cable) or splices in between conduit runs are prohibited. After cables have been installed and pending permanent splicing, the end of each section of cable in the control box and at all splice locations shall be carefully sealed, using rubber tape, and painted with a sealing type of waterproof compound. The circuit number of all cables and wires shall be identified by color coded tape attached to each of the cables and wires in the control box and at all splice locations. The color coded tape shall be secured to the cable or wire with nylon cable ties. Any splices found to be faulty within 90 days of installation shall be remade at the Contractor’s expense. Insulation from each conductor to be spliced shall be removed to expose ½ inch of copper. Use of any tool or method which might nick the conductor is prohibited. Each conductor not being spliced shall be inspected and trimmed so that the conductor does not extend beyond the insulation. After each conductor to be spliced is connected, all conductors both used and not used shall be returned to their original configuration before the insulation was removed and then sealed as specified.

Individual cables shall not extend beyond the splice of the last signal head for each signal phase.

Shielded Opticom cable shall not be spliced.

Shielded Aluminum Cable (“Home-Run cable”) may be spliced only with the loop detector wire in a junction well. No splicing of the “home-run cable” outside of this junction well is permitted.

**Overhead** - Conductors to be electrically connected shall be placed side by side with the exposed copper aligned. The copper shall then be twisted clockwise with pliers until a good mechanical connection shall be effected. A proper size wire nut shall be installed and hand tightened. If necessary to cover all the copper, minor trimming may be done. The copper splice shall be 5/16 inch long when trimmed. Care shall be taken to ensure that no insulation is caught up in the copper area of the splice. It is essential that the splice be kept dry. Therefore, care must be taken during taping and by placement of the completed splice to prevent water from entering the splice between or around the cables.

1. **Termination of cable (Butt Splice)** - The sheath of each cable shall be removed as necessary. When all conductors to be joined have been completed, the splice shall be prepared for taping. The cables shall be placed in a butt position and all wires and wire nuts shall be positioned to ensure that no shorts exist and that the splice area is reduced to as small a diameter as possible. Taping shall begin with rubber tape two inches over the intact sheath. Taping shall proceed toward the other cable overlapping half of the tape width until a point two inches on the other cable sheath has been reached. Taping shall then be repeated in the other direction starting one tape width wider than the previous wrap. Where necessary to cover all areas of the splice, overlapping shall be increased. Every area of the splice shall have rubber tape at least four layers (two fully overlapped passes) deep. The rubber tape shall be covered with plastic tape applied in the same fashion.
2. **Taps or Tee Splices** - The sheath of the through cable shall be removed for a distance of 8 inches centered on the point of splice. The sheath of the branch cable(s) shall be removed for a distance of 4 inches. The through cable conductors which are to be joined to the conductors of the branch cable(s) are to be separated out from the others and cut. No other conductors shall be cut for any purpose. Depending upon the need, the branch cable(s) may be placed beside one of the through cables and the splicing proceed or the through cable may be doubled back so that the parts of the through cable and the branch cable(s) are placed side by side. When all conductors to be joined have been completed, the splice shall be prepared for taping. The cables shall be placed in approximately their final position and an inspection for shorts shall be made. After all wire nuts and wires are properly positioned, taping shall begin on the through cable 2 inches from the end for the sheath. It shall proceed with 1/2 inch width overlap across the splice area and onto the other through sheath for a distance of 2 inches. The taping shall start at the end point and return back across the splice to the branch cable(s). It shall proceed along the branch cable(s) and onto the sheath for a distance of one inch. A return along the branch back to the main cable shall be made and the remaining part of the splice shall be taped continuing as before. Every area of the splice shall have rubber tape at least four layers (two fully overlapped passes) deep. The cables shall be placed in their final position and taped with two fully overlapped passes of plastic tape. Plastic tape need not cover the interior areas covered by the rubber tape. The splice shall be placed so that the branch

cable(s) enters the splice from below to prevent water from flowing along the branch cable(s) into the splice area.

3. **Termination End of Cable** – Dead ended cables shall have 3” of sheath removed. Each individual cable shall be rubber taped then bundled and re-taped with vinyl tape and coated with waterproofing compound.

**Method of Measurement:**

The quantity of cable will be measured as the actual number of linear feet of cable furnished and pulled through conduits (underground, in mast arms, or on poles) or installed on a span wire in accordance with these specifications, complete in place, and accepted.

All required cable slack left at termination points or in junction wells shall be measured as part of this item.

**Basis of Payment:**

The quantity of cable furnished and pulled through all conduit (underground, in mast arms, or on poles) or furnished and installed on a span wire will be paid for at the Contract unit price per linear foot of the applicable pay item. Splice installations and all costs related to the splice shall be incidental to the linear foot payment of the cable being spliced. Price and payment will constitute full compensation for all labor, equipment, tools, materials, material testing, splicing, taping, and incidentals required to complete the work as specified above.

5/7/12

**746926 – FURNISH & INSTALL ELECTRICAL UTILITY SERVICE EQUIPMENT 120/240**

**Description:**

Electrical service equipment consists of the equipment necessary to connect a utility company service to a traffic control device cabinet, lighting control cabinet, traffic monitoring station cabinet, or other traffic control device cabinet. Provide electrical service equipment at the phasing and amperage specified in the Contract Documents. This work includes coordinating the connection with the local utility company.

**Materials:**

**Meter Sockets:**

Provide either ringed or ringless type meter sockets as required by the utility company. If a meter is not required, provide a ringless socket with suitable shunts and a metallic cover plate. Provide stainless steel hardware for attaching the meter socket to a cabinet, wood post, or other structure.

**Disconnect Switches:**

Disconnect switches shall be NEMA standard KS 1-1990. The disconnect switch enclosure shall be Type 4 stainless steel, with external operating handle, enclosure cover interlock, and external switch mechanism handle with provisions for securing in both the ON and OFF positions by padlock. The switch mechanism shall be of heavy duty design with quick make, quick break type operations and visible blades.

The disconnect switch shall be fusible with integral fuse puller. Single phase disconnect switches shall have 2 poles with solid neutral and shall be rated at 240 Volts. Three phase disconnect switches shall have 3 poles with solid neutral and shall be rated at 600 Volts. The design of the neutral bar may be factory or field installable.

**Construction Methods:**

**Utility Connection** - Before any control equipment or material is ordered, arrange a meeting with the utility company representatives, Signal Construction Inspection representatives and the Engineer to establish a schedule for utility connections. Do not disconnect, de-energize, reconnect, tamper with, or otherwise handle any of the utility company's facilities. Make the utility service connection to the point of service supplied by the utility company. Make the necessary arrangements with the utility companies to ensure having needed utilities available at the time of turn on. Delays due to utility energization, connection, or disconnection will not be a basis for time extension. Report any difficulties in securing utility company services to the Engineer as soon as possible.

**General Installation** - Electrical Utility Service Equipment shall be installed per the standard construction or applicable plan details.

**Measurement and Payment:**

Electrical Utility Service Equipment will be measured and paid for at the Contract unit price per each at the phasing and amperage specified. The payment will be full compensation for the disconnect switch, meter socket, meter, shunts, cover plate, ground rods, wiring, conduit risers, elbows, conduit nipples and adapters, and for all material, labor, equipment, tools, and incidentals necessary to complete the work.

Underground conduit will be measured and paid for separately under the applicable conduit item(s). Service lateral cable will be measured and paid for separately under the applicable cable item(s).

Utility connection coordination with the utility company will not be measured, but the cost will be incidental to other pertinent items. Utility company energizing, connection, and disconnection costs will be the responsibility of the Department.

2/29/12

**746939 - TRAFFIC CONTROL DEVICE EQUIPMENT TURN ON, PICK UP, REMOVAL AND MAINTENANCE, TYPE I**  
**746940 - TRAFFIC CONTROL DEVICE EQUIPMENT TURN ON, PICK UP, REMOVAL AND MAINTENANCE, TYPE II**  
**746941 - TRAFFIC CONTROL DEVICE EQUIPMENT TURN ON, PICK UP, REMOVAL AND MAINTENANCE, TYPE III**

**Description:**

This work shall consist of pickup of DelDOT furnished materials, removal and/or returning of existing equipment, and maintenance of existing equipment as specified in the Contract Documents or as directed by the Engineer.

**Materials:**

Not applicable

**Construction Methods:**

**Equipment Turn On** - Notify the Engineer and Signal Construction Inspection representative at least 10 working days before completion of the project to allow DelDOT to install any additional traffic control device(s).

Notify the Engineer and Signal Construction Inspection representative five working days prior to the completion of the project to schedule a final inspection and turn-on.

Stakeout, with the Engineer and Signal Construction Inspection representative present, the proposed construction as indicated on the plan(s).

**Pick-Up of Administration Furnished Materials** - Notify the Signal Construction warehouse representative a minimum of 72 hours in advance of the anticipated pick up or delivery of materials. The Signal warehouse is located at:

14 Sign Shop Road  
Dover, Delaware 19901  
Signal Warehouse: Phone 302-760-2565

The Contractor shall be responsible for the transportation, labor, equipment, tools and incidentals necessary to obtain and load any DelDOT furnished materials.

Materials not furnished by DelDOT shall be furnished by the Contractor.

**Removal and Disposal of Existing Material and Equipment** - Removal of all structures as specified. Remove concrete foundations as specified. All holes caused by this removal shall be backfilled, compacted and restored to surrounding conditions.

Remove all existing abandoned junction wells or manholes shown on the plans, the holes shall be backfilled, compacted and restored to surrounding conditions. Cap and abandon conduit(s). The sidewalk where junction wells are removed shall be reconstructed to the nearest tooled joint or expansion joint.

Existing inductive loop detectors and magnetic detectors not shown on the plans shall be disconnected and or removed, all cables shall be removed from all conduit raceways, span wires, signal structures, junction wells and cabinets.

Remove any existing signalization cables within the intersections that have been disconnected or are unused. This includes removal from all conduit raceways, span wires, signal structures, junction wells and cabinets.

Dispose of all material not salvaged or returned. Non-galvanized green painted structures may contain lead and the contractor will be responsible for proper disposal of such material.

**Storage of Materials** - Materials shall be bundled, stored, and protected in conformance with the manufacturer's recommendations or as approved by the Engineer.

**Return of Material to DelDOT** – After their removal in the field, the following materials shall be returned to the DelDOT sign shop:

Traffic Signal Poles and Pedestrian Signal Poles, Pedestal Poles, Lighting Poles, Salvaged Cable, Controllers and Cabinet enclosures, Junction Well Frames and Lids, Signal Heads, Pedestrian Signal Heads, Opticom Detector Units, and Signs that were mounted on mast arms, poles, or structures.

**Maintenance of Materials and Equipment** - The maintaining agency will continue maintenance of any existing signals until the Contractor places new equipment into operation.

When the work requires adjustments to the traffic control devices to maintain the minimum DelDOT standards, the adjustments to the traffic control devices shall be made within 4 hours of verbal notification by the Engineer.

Existing signals shall remain in their original condition until the new signals have been completed, satisfactorily tested and its operation accepted by the Engineer.

Maintain all vehicular and pedestrian detectors in continuous operation. If any detector is damaged by the Contractor, it shall be replaced within 72 hours after notification by the Engineer.

All traffic signals and existing interconnect cable shall remain operational and actuated as specified in the Contract Documents. Plan the work to minimize interference with any existing traffic control device.

**Measurement and Payment:**

The Per Each payment will be full compensation for all material, labor, equipment, tools, and incidentals necessary to complete the work for a “Type I”, “Type II”, or “Type III” location as specified in the Contract Documents and defined below.

**Equipment Turn On** - Equipment Turn On will not be measured but the cost will be incidental to other pertinent items specified in the Contract Documents.

**Pick-Up of Administration Furnished Materials** - Pick-up of Administration furnished materials will not be measured but the cost will be incidental to other pertinent items specified in the Contract Documents.

**Removal and Disposal of Existing Material and Equipment** - Removal and disposal of concrete foundations, junction wells, structures, and all other specified equipment will be measured and paid for at the Contract Bid Item price for Remove and Dispose of Existing Materials Type I, II or III as follows:

**Remove, and Dispose Type I -**

Removal, return to DelDOT, and disposal of existing TCD material for minor signal modification, cables, junction wells, signal heads, signs and all other specified equipment. No concrete foundation removal is anticipated.

**Remove and Dispose Type II -**

Removal, return to DelDOT, and disposal of existing TCD material for signal modification, cables, junction wells, concrete foundations, structures, signal heads, signs and all other specified equipment. 2 to 4 concrete foundations and structures and/or cabinet removals are anticipated.

**Remove and Dispose Type III -**

Removal, return to DelDOT, and disposal of existing TCD material for full signal reconstruction, cables, junction wells, concrete foundations, structures, cabinets, signal heads, signs and all other specified equipment.

**Maintenance of Existing Signal Equipment** - Materials storage, cable sealing and handling, adjustments to maintain minimum DelDOT standards on existing signals made necessary by new signal or geometric modifications and Contractor repair of any damaged detector caused as a result of Contractor's error will not be measured but the cost will be incidental to other pertinent items specified in the Contract Documents.

3/1/12

**747509 - LIGHTING CONTROL CENTER – 200A**

**Description:**

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

**Materials:**

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

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

Meter Pan for 277/480 volt, three phase, four wire service meeting the requirements of the utility company.

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

Service wire between the disconnect and the meter pan and between meter pan and the utility company shall be sized for 200 amp service (minimum) and meet utility company requirements.

Provide 3" rigid galvanized steel conduit from meter pan to nearest utility facility as indicated on plan or directed by the Engineer. Conduit will include mounting to utility pole and weather head. Installation is to meet utility company requirements.

**Cabinet**

The service cabinets and doors shall have a minimum size of 36" wide by 48" tall by 15" deep.

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

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

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

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

Cabinets shall be provided with a 5052-H32 aluminum alloy metal back panel of 0.125" minimum thickness. All mounting hardware shall be furnished. All internal hardware shall be either stainless steel or cadmium pressed steel Type II, Class I. Cabinets finish shall be natural aluminum mill finish for Federal Specification QQA-250/8.

**Main Disconnect**

Provide a 200 AT/AF, 3 pole, molded-case circuit breaker. The circuit breaker shall be service entrance rated. It shall be rated for 277/480 volt three phase, four-wire operation. It shall have a minimum 22,000 RMS symmetrical ampere short circuit current rating. The circuit breaker shall be UL listed and comply with NEMA Standards and Federal Specification W-C-375B.

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

Panelboard

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

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

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

Branch Circuit Breakers

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

Lighting Contactor, Photocell and Override Control

Provide a central lighting contactor. Lighting contactor shall be two or three pole as required for the given service type. Contacts shall be rated for 200 amps at the given service voltage. Coil shall be rated for 277 volts.

Provide a remote photoelectric light control (photocell) mounted at the top of the closest light standard in the lighting system. Photocell shall be a cadmium-sulphide type with fail-safe in the "on" position. It shall be enclosed in a weatherproof housing, not susceptible to distortion, discoloration, cracking or crazing. It shall include pole mounting hardware and be a plug-in, locking type for mounting in a receptacle meeting UL Specification 773. It shall be rated of 1800 VA for ballast type loads and used to energize a contactor. It shall be designed to operate at 277 volts and at -20 degrees F ambient temperature. It shall have a turn-off time delay to prevent false turn-off due to lightning, stray lighting or flashing lights.

Provide 277 volt-rated DPST toggle switch for manual override of photocell control.

**Construction Methods:**

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

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

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

All excavation material shall be stockpiled on the site until backfilling has been completed. Backfill may be placed after the first 24 hours and is to be accomplished in 6" layers, with each lift mechanically tamped. All excess material is to be removed and used elsewhere on the project as approved by the Engineer. Cabinets shall be installed on the concrete pad using the method of attachment as noted on the Plan details, or as directed by the Engineer.

Electrical equipment shall be installed as indicated on the plans.



**Method of Measurement:**

The quantity of load centers be measured as the actual number of load centers furnished and installed, including cabinets, all equipment, conduit, wiring, concrete pad, and incidentals, complete in place, operational and accepted.

**Basis of Payment:**

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

02/05/09

**747510 - LIGHTING CONTROL CENTER – 200A, 240/480V**

**Description:**

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

**Materials:**

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

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

Meter Pan for 240/480 volt, single-phase, three-wire service meeting the requirements of the utility company.

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

Service wire between the disconnect and the meter pan and between meter pan and the utility company shall be sized for 200 amp service (minimum) and meet utility company requirements.

Provide 3" rigid galvanized steel conduit from meter pan to nearest utility facility as indicated on plan or directed by the Engineer. Conduit will include mounting to utility pole and weather head. Installation is to meet utility company requirements.

**Cabinet**

The service cabinet shall have a minimum size of 36" wide by 48" tall by 15" deep.

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

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

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

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

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

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

**Main Disconnect**

Provide a 200 AT/AF, 2 pole, molded-case circuit breaker. The circuit breaker shall be service entrance rated. It shall be rated for 240/480 volt single-phase, three-wire operation. It shall have a minimum 22,000 RMS symmetrical ampere short circuit current rating. The circuit breaker shall be UL listed and comply with NEMA Standards and Federal Specification W-C-375B.

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

### Panelboard

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

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

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

### Branch Circuit Breakers

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

### Lighting Contactor, Photocell and Override Control

Provide a central lighting contactor. Lighting contactor shall be two or three pole as required for the given service type. Contacts shall be rated for 200 amps at the given service voltage. Coil shall be rated for 240 volts.

Provide a remote photoelectric light control (photocell) mounted at the top of the closest light standard in the lighting system. Photocell shall be a cadmium-sulphide type with fail-safe in the "on" position. It shall be enclosed in a weatherproof housing, not susceptible to distortion, discoloration, cracking or crazing. It shall include pole mounting hardware and be a plug-in, locking type for mounting in a receptacle meeting UL Specification 773. It shall be rated of 1800 VA for ballast type loads and used to energize a contactor. It shall be designed to operate at 240 volts and at -20 degrees F ambient temperature. It shall have a turn-off time delay to prevent false turn-off due to lightning, stray lighting or flashing lights.

Provide 240 volt-rated DPST toggle switch for manual override of photocell control.

### **Construction Methods:**

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

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

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

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

All excavation material shall be stockpiled on the site until backfilling has been completed.

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

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

Electrical equipment shall be installed as indicated on the plans.

**Method of Measurement:**

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

**Basis of Payment:**

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

7/14/09

**747513 - LIGHTING CONTROL AND DISTRIBUTION ENCLOSURE (120/240 100 AMP)**

**Description:**

This work consists of furnishing all materials and installing light panels, meters, control and distribution equipment for any highway lighting system.

**Materials:**

Lighting Control and distribution equipment enclosures shall be dead front type weatherproof metal enclosed self-supporting structures, as specified in the Contract Documents. Free standing enclosures shall be fabricated from sheet aluminum and shall be as specified herein. Panel and control equipment cabinets shall be the manufacturer's standard enclosure for the type and application specified.

**Circuit Breakers.** Circuit breakers shall be molded case type having a minimum rating of 22,000 amp interrupting capacity (AIC) and be quick make, quick break, thermal magnetic, trip indicating, and have common trip on all multiple breakers with internal tie mechanism. They shall have the current and voltage ratings and number of poles as specified in the Contract Documents, and shall be treated to resist fungus and be ambiently compensated for the enclosure and proximity to adjacent breakers. All circuit breakers shall be the bolt in type.

**Photoelectric Controls.** Photoelectric controls shall be solid state, cadmium sulfide type with hermetically sealed silicone rectifier rated 120/240 or 277 volts, 60 cycle AC and 1000 watts maximum load. Built in surge protection shall be provided, and a failsafe operating feature shall be included so that the lighting circuits will remain energized in the event the photo control components become inoperative. Nominal operating levels of this control shall turn on at a minimum vertical illumination value of 3 FC (32 lux) and turn off at a maximum vertical illumination value of 6 FC (65 lux). These limitations shall be set by the manufacturer, and tolerances of plus or minus 20 percent for the specified value will be acceptable. Photoelectric controls for luminaires and lighting controls shall be twist lock type. A suitable mounting bracket with locking type receptacle and all other necessary mounting hardware shall be furnished.

**Contactors and Relays.** Contactors of the current ratings and number of poles specified in the Contract Documents shall be held by permanent magnets. They shall be fully rated for all classes of load to 600 volts AC and shall have an interrupting rating of 600 percent of rated current. A HAND-OFF-AUTOMATIC selector switch shall be provided in the photoelectric cell circuit. Relays shall be the type, size and contact ratings as specified in the Contract Documents.

**Panel Boards.** Panel boards shall conform to Federal Specification W-P-115 and shall be suitable for operation on the voltage and type service specified in the Contract Documents. They shall be listed and labeled by the Underwriters' Laboratories, Inc. Panel boards shall be equipped with the number and size circuit breakers specified. Circuit breakers in panel boards shall conform to Federal Specification W-C-375 and shall be bolted to copper busses. Buss ratings shall be as specified. Panel shall be provided with modular Transient Voltage Surge Suppressors. (TVSS).

**Lightning Arresters.** Lightning arresters shall be secondary type, having the specified number of poles and 0-650 volts RMS. Arresters shall be provided with suitable mounting brackets and all other necessary mounting hardware.

**Control Power Transformers.** Control power transformers shall be the dry type, two windings, of the size and voltage ratings specified in the Contract Documents.

**Enclosures.** Enclosures shall conform to the NEMA 3R. They shall have door clamps, solid neoprene gaskets, welded seams, stainless steel external hardware and continuous hinges with stainless steel pins. Enclosures shall have two weep holes in the bottom and shall be equipped for padlocking.

**Pad Mounted Enclosures.** For ventilation, all cabinets shall be provided with louvered vents in the front door with a removable air filter.

- (a) Louvers shall satisfy the NEMA Rod Entry Test for 3R rated ventilated enclosure.
- (b) Filters for all cabinets shall be 16 in. (400mm) long, 12 in. (300mm) wide, and 1 in. (25mm) thick. The filter shall cover the vents and be held firmly in place with top and bottom brackets and a spring loaded upper clamp.
- (c) Exhaust air shall be vented out of the cabinet between the top of the cabinet and the main access door. The exhaust area shall be screened with a screen type material having a maximum hole diameter of 1/8 in. (3.125mm)

**Thermostats and Fans.** A thermostatically controlled cooling fan shall be provided for all cabinets. The fan and thermostat shall be rated for 125 percent of capacity and they shall be mounted at the top of the cabinet.

- (a) Thermostats shall be the inline type, single pole, 120 volts, 10 amps with a minimum range of 70F to 160F.
- (b) The fan shall have a minimum rated capacity of 100 CFM air flow and a minimum rated design life of 100,000 hours.

**Method of Measurement:**

The number of Lighting Control and Distribution Enclosures to be measured per each under these items shall be the actual number in accordance with these special provisions complete in place and accepted.

**Basis of Payment:**

The number of Lighting Control and Distribution Enclosure as determined above, shall be paid for at the contract unit price bid for each item "Lighting Control and Distribution Enclosure 120/240 volts; 100 AMP" installed in accordance with the requirements contained herein, complete in place and accepted, which price and payment shall constitute full compensation for furnishing all materials, including panels, control devices concrete pad foundation and for all labor and equipment necessary for the installation of the electrical equipment specified.

5/7/12

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

**Description:**

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

**Materials:**

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

**Construction Methods:**

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

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

**Method of Measurement:**

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

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

**Basis of Payment:**

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

10/9/2012

- 748506 - PERMANENT PAVEMENT STRIPING, EPOXY RESIN PAINT, WHITE/YELLOW, 4"
- 748507 - PERMANENT PAVEMENT STRIPING, EPOXY RESIN PAINT, WHITE/YELLOW, 6"
- 748508 - PERMANENT PAVEMENT STRIPING, EPOXY RESIN PAINT, WHITE/YELLOW, 8"
- 748509 - PERMANENT PAVEMENT STRIPING, EPOXY RESIN PAINT, WHITE/YELLOW, 12"
- 748510 - PERMANENT PAVEMENT STRIPING, SYMBOL/LEGEND, EPOXY RESIN PAINT
  - 748535 - PERMANENT PAVEMENT STRIPING, EPOXY RESIN PAINT, BLACK, 4"
  - 748536 - PERMANENT PAVEMENT STRIPING, EPOXY RESIN PAINT, BLACK, 6"
  - 748537 - PERMANENT PAVEMENT STRIPING, EPOXY RESIN PAINT, BLACK, 8"
  - 748538 - PERMANENT PAVEMENT STRIPING, EPOXY RESIN PAINT, BLACK, 10"
  - 748539 - PERMANENT PAVEMENT STRIPING, EPOXY RESIN PAINT, BLACK, 12"
  - 748540 - PERMANENT PAVEMENT STRIPING, EPOXY RESIN PAINT, BLACK, 16"
- 748548 - PERMANENT PAVEMENT STRIPING, EPOXY RESIN PAINT, WHITE/YELLOW, 5"
- 748549 - PERMANENT PAVEMENT STRIPING, EPOXY RESIN PAINT, WHITE/YELLOW, 10"
  - 748557 - PERMANENT PAVEMENT STRIPING, EPOXY RESIN PAINT, BLACK, 3"
  - 748559 - PERMANENT PAVEMENT STRIPING, EPOXY RESIN PAINT, BLACK, 5"
  - 748568 - PERMANENT PAVEMENT STRIPING, EPOXY RESIN PAINT, BLACK, 9"
  - 748569 - PERMANENT PAVEMENT STRIPING, EPOXY RESIN PAINT, BLACK, 14"

**Description:**

This work consists of striping layout, furnishing and applying white or yellow, epoxy reflectorized pavement markings or black epoxy contrast pavement markings at the locations and in accordance with the patterns indicated on the Plans, or as directed by the Engineer, and in accordance with these specifications.

The white/yellow epoxy marking material shall be hot-applied by spray methods onto bituminous and/or Portland cement concrete pavement surfaces as required by the Plans. Following an application of double drop glass beads of two sizes and upon curing, the resultant epoxy marking shall be an adherent reflectorized stripe of the specified thickness and width that is capable of resisting deformation by traffic. All marking materials shall be certified lead free and free of cadmium, mercury, hexvalent chromium, and other toxic heavy metals.

The black epoxy marking shall be a two-component, hot-spray applied epoxy resin pavement marking material to be used for pavement marking on Portland cement concrete pavement surfaces. Following an aggregate drop, and upon curing, it shall produce an adherent stripe of specified thickness and width capable of resisting wear from traffic. Black contrast pavement markings will be required on all Portland cement concrete pavements.

**Materials Requirements:**

A. White and Yellow Reflectorized Epoxy

1. Epoxy Composition Requirements:

The epoxy resin composition shall be specifically formulated for use as a pavement marking material and for hot-spray application at elevated temperatures. The type and amounts of epoxy resins and curing agents shall be at the option of the manufacturer, providing the other composition and physical requirements of this specification are met.

The epoxy marking material shall be a two-component (Part A and Part B), 100% solids type system formulated and designed to provide a simple volumetric mixing ratio (e.g. two volumes of Part A to one volume of Part B).

Component A of both white and yellow shall conform to the following requirements:



**% BY WEIGHT**

	<b>WHITE:</b>	<b>YELLOW:</b>
Pigments	Titanium Dioxide - 18% Min. (ASTM D476, Type II)	Organic Yellow - 6%-10%
Epoxy Resin	75% Min., 82% Max.	70% Min., 77% Max.

The entire pigment composition shall consist of either titanium dioxide and/or organic yellow pigment. No extender pigments are permitted. The white pigment upon analysis, shall contain a minimum of 16.5% TiO<sub>2</sub> (100% purity).

Epoxy Content-WPE (Component A) - The epoxy content of the epoxy resin will be tested in accordance with ASTM D1652 and calculated as the weight per epoxy equivalent (WPE) for both white and yellow. The epoxy content will be determined on a pigment free basis. The epoxy content (WPE) shall meet a target value provided by the manufacturer and approved by the Department's Material and Research Section (from now on will be addressed as Department). A  $\pm 50$  tolerance will be applied to the target value to establish the acceptance range.

Amine Value (Component B) - The amine value of the curing agent shall be tested in accordance with ASTM D2074-66 to determine its total amine value. The total amine value shall meet a target value provided by the manufacturer and approved by the Department. A  $\pm 50$  tolerance will be applied to the target value to establish the acceptance range.

Toxicity - Upon heating to application temperature, the material shall not exude fumes which are toxic or injurious to persons or property.

Viscosity - Formulations of each component shall be such that the viscosity of both components shall coincide (within 10%) at a recommended spray application.

2. Physical Properties of Mixed Composition:

Unless otherwise noted, all samples are to be prepared and tested at an ambient temperature of 73  $\pm$  5 F. (23  $\pm$  3 C).

- a. Color. The white epoxy composition when applied at a minimum wet film thickness of 20 $\pm$ 1 mils (500  $\mu$ m) as applicable and allowed to dry, shall plot within the boundaries described by the four corner points listed in Tables 1 and 2 of ASTM D 6628-01 when measured in accordance with the test methods prescribed in Section 7 of ASTM D 6628-01.

The yellow epoxy composition when applied at a minimum wet film thickness of 20 $\pm$ 1 mils (500  $\mu$ m) as applicable and allowed to dry, shall plot within the boundaries described by the four corner points listed in Tables 1 and 2 of ASTM D 6628-01 when measured in accordance with the test methods prescribed in Section 7 of ASTM D 6628-01.

- b. Directional Reflectance. The white epoxy composition (without glass spheres) shall have a daylight directional reflectance of not less than 84% relative to a magnesium oxide standard when tested in accordance with Method 6121 of Federal Test Method Standard No. 141.

The yellow epoxy composition (without glass spheres) shall have a daylight directional reflectance of not less than 55% relative to a magnesium oxide standard when tested in accordance with Method 6121 of Federal Test Method Standard No. 141.

- c. Drying Time (Laboratory). The epoxy composition, when mixed in the proper ratio and applied at a 20+1 mils (500  $\mu$ m) minimum wet film thickness, and immediately dressed with large reflective glass spheres (Federal Spec. Type 4) at a rate of 12 lb/gal (1.4 kg/l) of epoxy pavement marking materials, immediately followed by a second drop of AASHTO M-247 Type 1 glass spheres applied at a rate of 12 lb/gal (1.4 kg/L) of epoxy pavement marking material, shall exhibit a no-track condition in 15 minutes or less (ASTM D711). A Bird Applicator or any other doctor blade shall be used to produce a uniform film thickness.
- d. Drying Time (Field). When installed at a minimum wet film thickness of 20+1 mils (500 or 625  $\mu$ m) and reflectorized with glass spheres, the maximum drying times shall correspond to these temperatures:
- |    |       |    |            |
|----|-------|----|------------|
| 80 | F (27 | C) | 10 minutes |
| 70 | F (21 | C) | 10 minutes |
| 60 | F (16 | C) | 15 minutes |
| 50 | F (10 | C) | 25 minutes |
| 40 | F (4  | C) | 45 minutes |
| 35 | F (2  | C) | 60 minutes |

The composition shall dry to “no-tracking” in approximately 10 minutes, and after thirty (30) minutes shall show no damaging effect from traffic. Dry to no-tracking shall be considered as the condition where no visual deposition of the epoxy marking to the pavement surface is observed when viewed from a distance of 100 feet (30 meters), after a passenger car is passed over the line. Regardless of the temperature at the time of installation, the installation contractor shall be responsible for protection of the markings material until dry to a non-tracking state.

- e. Abrasion Resistance. The wear index of the composition shall not exceed 82 when tested in accordance with ASTM C501 using a CS-17 wheel and under a load of 1000 grams for 1000 cycles.
- f. Tensile Strength. The tensile strength of the epoxy composition shall not be less than 6000 psi (41 MPa) when tested in accordance with ASTM D638 using a Type IV specimen [0.125"  $\pm$  0.010" (3.18  $\pm$  0.25 mm) thick]. Tests shall be conducted at an ambient temperature of 75  $\pm$  5 F (24  $\pm$  3 C). The testing machine shall operate at a speed of 0.20" (5.1 mm) per minute.

The total conditioning or drying period, from the time the epoxy composition is first mixed to the time of testing, shall not be less than 24 hours nor more than 96 hours.

Test specimens for tensile strength determination will be prepared as follows:

A 1/8 inch (3 mm) thick sheet of epoxy material is cast from a reservoir-type mold, fabricated from polytetrafluorethylene (PTFE), 1/8" deep x 10" x 10" (3 mm deep x 250 mm x 250 mm).

Prior to casting, the mold is sprayed with a suitable release agent. A sufficient amount of epoxy composition is mixed in the proper proportions (A:B) and poured level with the top of the mold. Care should be taken so as not to decrease or exceed the 1/8" (3 mm) thickness.

After a period of 1 to 4 hours, the material will have set into a semi-rigid sheet that is flexible enough to die-cut yet rigid enough to retain its shape. While the material is in this “plastic” state, five (5) specimens shall be die-cut and then placed on a flat, smooth, PTFE surface for the completion of the specified conditioning period.

- g. Compressive Strength. The compressive strength of the epoxy composition shall not be less than 12,000 psi (83 MPa) when tested in accordance with ASTM D695 except that a compression tool shall not be necessary. The test specimen

shall be a right cylinder [0.50 inch diameter by 1.0 inch length (12 mm diameter by 25 mm length)]. Tests shall be conducted at an ambient temperature of  $75 \pm 5$  F ( $24 \pm 3$  C).

The total conditioning or drying period, from the time the epoxy composition is first mixed to the time of testing shall not be less than 24 hours nor more than 96 hours.

Test specimens for compressive strength determinations will be prepared as follows:

Five molds will be prepared from 1/2" (12 mm) I.D., 1/16" (1.5 mm) wall thickness acrylic tubing, cut in 1 1/2" (38 mm) lengths. After spraying the inside of the mold with a suitable release agent,<sup>(1)</sup> the cylindrical tubes are placed in a vertical position on a PTFE sheet base. A sufficient amount of epoxy composition is thoroughly mixed in the proper proportions (A:B) and poured into the mold to a depth of approximately 1 1/4" (32 mm). After a minimum of 72 hours curing, the specimens are removed from the molds and machined to a length of  $1" \pm 0.002"$  ( $25 \text{ mm} \pm 0.05 \text{ mm}$ ).

- h. Hardness. The epoxy composition when tested in accordance with ASTM D2240 shall have a Shore D hardness of between 75 and 100. Samples shall be allowed to dry for not less than 24 hours nor more than 96 hours prior to testing.

**B. Reflective Glass Spheres/Beads**

Reflective glass spheres for drop-on application shall conform to the following requirements:

The glass spheres shall be colorless; clean; transparent; free from milkiness or excessive air bubbles; and essentially clean from-surface scarring or scratching. They shall be spherical in shape and at least 80% of the glass beads shall be true spheres when tested in accordance with ASTM D1155. At least 80% of the Type IV beads shall be true spheres as measured by the visual method.

The refractive index of the spheres shall be a minimum of 1.50 as determined by the liquid immersion method at 77 F (25 C).

The silica content of the glass spheres shall not be less than 60%.

The crushing resistance of the spheres shall be as follows: A 40 lb. (18 kg) dead weight, for 20 to 30 (850 μm to 600 μm) mesh spheres shall be the average resistance when tested in accordance with ASTM D1213.

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

M247 AASHTO Type 1 Glass Spheres

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

Type 4 Large Spheres

<u>U.S. Standard Sieve</u>	<u>% Retained</u>	<u>% Passing</u>
#10 (2000 μm)	0	100
#12 (1680 μm)	0-5	95-100
#14 (1410 μm)	5-20	80-95

#16 (1190 μm)	40-80	10-40
#18 (1000 μm)	10-40	0-5
#20 (850 μm)	0-5	0-2
Pan	0-2	

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

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

C. Black Epoxy Contrast Markings

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

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

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

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

D. Black Aggregate

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

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

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

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

E. Packaging and Shipment

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

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

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

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

Epoxy Application Equipment:

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

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

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

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

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

1. The applicator shall provide individual material reservoirs, or space, for the storage of Part A and Part B of the epoxy resin composition; for the storage of water; and for the storage of reflective glass spheres.
2. The applicator shall be equipped with heating equipment of sufficient capacity to maintain the individual epoxy resin components at the manufacturer's recommended temperature for spray application and for heating water to a temperature of approximately 140 F (60 C).
3. The glass spheres shall be gravity dropped upon 20 mils (500 um) of epoxy pavement markings to produce a wet-night-reflective pavement marking. The large spheres (Federal Spec. Type 4) shall be applied at a rate of 12 pounds per gallon (1.4 kg/L) of

epoxy pavement marking material, immediately followed by a second drop of AASHTO M-247 Type 1 glass spheres applied rate of 12 pounds per gallon (1.4 kg/L) of epoxy pavement marking material. This application rate and the following gradation shall conform to FHWA's FP-96: Standard Specifications for Construction of Roads and Bridges on Federal Highway Projects (pages 757-761 Type 3 and Type 4 Beads).

4. The applicator shall be equipped with metering devices or pressure gauges, on the proportioning pumps. Metering devices or pressure gauges shall be visible to the Engineer.
5. The applicator shall be equipped with all the necessary spray equipment, mixers, compressors, and other appurtenances to allow for the placement of epoxy reflectorized pavement markings in a simultaneous sequence of operations as described below in Construction Details, D. Applications of Epoxy Reflectorized Pavement Markings of this Special Provisions.

### **Construction Details.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Black epoxy contrast pavement markings shall be applied at a minimum uniform thickness of 20 mils (500 µm) on all Portland cement concrete surfaces followed by a single drop of graded black aggregate.

The width of black epoxy line shall be applied for the following situations:

Center Skip Line - On Portland cement concrete pavements a black contrast skip line shall be 10 feet (3 m) in length of the same width as the white epoxy reflectorized skip. It is to lead the white skip and stop at the beginning of the white skip. The black contrast skip is to have a single application of graded black aggregate.

Edge Lines - White Edge lines on Portland cement concrete pavements shall have a 3 inch black contrast line running parallel to the white edge line. The contrast line shall be to the inside or travel lane side of the edge line. The black contrast marking is to be applied with a single drop of graded black aggregate. Once it has cured sufficiently so as not to track, the reflectorized white line is to be applied along side of the contrast line and the two lines shall adjoin each other.

Dotted Line: All dotted lines on Portland cement concrete pavements shall have a base of black contrast markings which is 4 inches (100 mm) wider than the reflective white marking. The black contrast marking is to be applied first with a single drop of graded black aggregate. Once it has cured sufficiently so as not to track, the reflectorized white line is to be applied on top of it. The reflective line is to be centered along the black contrast line such that a minimum of 2 inches (50 mm) of black contrast marking is visible on either side of the reflective marking.

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

1. Insufficient film thickness [(less than 20+1 mils (500 µm) as applicable] and line widths; insufficient glass bead coverage or inadequate glass bead retention.

Repair Method: Prepare the surface of the defective epoxy marking by shot blasting, sand blasting, or water blasting. No other cleaning methods will be allowed. Surface preparation shall be performed to the extent that a substantial amount of the reflective glass spheres are removed and a roughened epoxy marking surface remains.

Immediately after surface preparation remove loose particles and foreign debris by brooming or blasting with compressed air.

Repair shall be made by re-striping over the cleaned surface, in accordance with the

requirements of this specification and at a full 20<sub>+1</sub> mils (500 μm) minimum line thickness as applicable.

2. Uncured or discolored epoxy (brown patches); insufficient bond to pavement surface (or existing durable marking).

Uncured epoxy shall be defined as applied material that fails to cure (dry) in accordance with the requirements of this specification under MATERIALS, A, 2d. DRYING TIME (FIELD); or applied material that fails to cure (dry) within a reasonable time period under actual field conditions, as defined by the Engineer.

Discoloration (brown patches) shall be defined as localized areas or patches of brown or grayish colored epoxy marking material. These areas often occur in a cyclic pattern and also, often are not visible until several days or weeks after markings are applied.

Repair Method: The defective epoxy marking shall be completely removed and cleaned to the underlying pavement surface to the satisfaction of the Engineer.

The extent of removal shall be the defective area plus any adjacent epoxy pavement marking material extending one foot (300 mm) any direction.

After surface preparation work is complete, repair shall be made by re-applying epoxy over the cleaned pavement surface in accordance with the requirements of this specification.

3. Reflectivity for epoxy resin paint.

After satisfactory completion of all striping work and written notification from the Contractor, the Department shall test the striping to ensure it has the minimum reflectivity. The testing will be completed within 30 calendar days from notification. The Contractor may request that tests be conducted on completed phases or portions of the work. Approval of such a request will be at the discretion of the Engineer. Testing will be done using a LTL-X Retrometer (30 meter geometry). Five readings will be taken per line per mile (1.6 km). Projects less than 1 mile (1.6 km) in length will have a minimum of 5 readings per line. These readings will then be averaged for the overall project average.

The required average minimum initial reflectivity reading in millicandellas shall be:

White 450  
Yellow 325

Any single reading shall not be less than 350 millicandellas for white and 250 millicandellas for yellow. Without exception, any pavement markings installed that does not meet the above average minimum initial reflectivity numbers shall be removed and replaced, at the installation contractor's expense.

Other defects not noted above, but determined by the Engineer to need repair, shall be repaired or replaced as directed by and to the satisfaction of the Engineer.

All work in conjunction with the repair or replacement of defective epoxy reflectorized pavement markings shall be performed by the Contractor at no additional cost to the State.

### **Method of Measurement:**

The quantity of permanent pavement striping (white, yellow, or black epoxy resin paint) will be measured by the number of linear feet (meters) of pavement striping line and number of square feet (meter) of symbol installed on the pavement and accepted in accordance with the Plans.



**Basis of Payment:**

The quantity of permanent pavement striping (white, yellow, or black epoxy resin paint) payment will be paid for at the Contract unit price per linear foot (meter) for 3", 4", 5", 6", 8", 9", 10", 12", 14", 16" (75 mm, 100 mm, 125 mm, 150 mm, 200 mm, 225 mm, 250 mm, 300 mm, 350 mm, or 400 mm) line and the Contract unit price per square foot (meter) of symbol. The quantity of permanent pavement marking (white, yellow, or black epoxy resin paint) will be paid for at the Contract unit price per linear foot (meter) of line and the Contract unit price per square foot (meter) of symbol. Price and payment shall include striping layout, cleaning and preparing the pavement surface, and placing all materials, for all labor, tools, equipment and incidentals necessary to complete the work.

**NOTE:**

For information only:

The following manufacturers are known to us which manufacturer Epoxy Resin Paint for Pavement Striping. The Department does not endorse or require the use of any of the manufacturers listed below. However, a bidder wishes to use another manufacturer's product, it shall be submitted for review and approval prior to submitting a bid proposal. Should the product be deemed unacceptable by the Department, the successful bidder will be required to use only an approved product.

1. POLY CARB, Inc.  
33095 Bainbridge Road  
Solon, Ohio 44139  
Tel. 1-800-CALLMIX
2. IPS - Ennis Paint  
P.O. Box 13582  
Research Triangle Park, North Carolina 27709  
Tel. 1-877-477-7623
3. Epoplex  
One Park Avenue  
Maple Shade, NJ 08052  
Tel. 1-800-822-6920
4. Or an approved equal.

8/7/2013



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

SHAILEN P. BHATT  
SECRETARY

**UTILITY STATEMENT**

**STATE CONTRACT NO. T201409001**  
**PROJECT I.D. No. 12-42800**  
**F.A.P. NO. ENHS-2014(17)**  
**Lighting Replacement, Interstate/Expressway, Open End, FY14 – FY17**

No utility relocation involvement is anticipated, should any conflicts be encountered during construction requiring adjustment and/or relocation, the necessary relocation work shall be accomplished by the respective agencies, as directed by the District Engineer.

**General Notes**

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

**Division of Transportation Solutions**

Utility Engineer

5/8/14

Date



**BID PROPOSAL FORMS**

CONTRACT T201409001.01

FEDERAL AID PROJECT ENHS-2014(17)

CONTRACT ID: T201409001.01

PROJECT(S): ENHS-2014(17)

All figures must be typewritten.

CONTRACTOR : \_\_\_\_\_

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

SECTION 0001 LIGHTING ITEMS

0010	202000 EXCAVATION AND EMBANKMENT	CY	20.000			
0020	206000 ROCK EXCAVATION FOR STRUCTURES AND TRENCHES	CY	50.000			
0030	209001 BORROW, TYPE A	CY	15.000			
0040	209003 BORROW, TYPE C	CY	50.000			
0050	210000 FURNISHING BORROW TYPE "C" FOR PIPE, UTILITY TRENCH, AND STRUCTURE BACKFILL	CY	110.000			
0060	251000 SILT FENCE	LF	1500.000			
0070	302007 GRADED AGGREGATE BASE COURSE, TYPE B	CY	25.000			
0080	401821 BITUMINOUS CONCRETE, SUPERPAVE, TYPE C, 160 GYRATIONS, PG 64-22, PATCHING	TON	10.000			

CANNOT BE  
USED FOR  
BIDDING



CONTRACT ID: T201409001.01

PROJECT(S): ENHS-2014(17)

All figures must be typewritten.

CONTRACTOR : \_\_\_\_\_

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0090	401822 BITUMINOUS CONCRETE, SUPERPAVE, TYPE B, 160 GYRATIONS, PG 64-22, PATCHING	10.000 TON				
0100	401823 BITUMINOUS CONCRETE, SUPERPAVE, BITUMINOUS CONCRETE BASE COURSE, 160 GYRATIONS, PG 64-22, PATCHING	10.000 TON				
0110	503001 PATCHING P.C.C. PAVEMENT, 6' TO 15', TYPE A	150.000 SY				
0120	503006 DOWEL BARS	24.000 EACH				
0130	503501 CRACK AND JOINT SEALING LESS THAN 3/4" WIDE	200.000 LF				
0140	602572 REPAIRING EXISTING P.C.C. STRUCTURES	300.000 LB				
0150	602586 REHABILITATION OF CONCRETE STRUCTURE	10.000 CF				
0160	605653 CLOSED-CELL JOINT SEAL	50.000 LF				
0170	605692 SILICONE JOINT SEAL	50.000 LF				

CANNOT BE USED FOR BIDDING



CONTRACT ID: T201409001.01

PROJECT(S): ENHS-2014(17)

All figures must be typewritten.

CONTRACTOR : \_\_\_\_\_

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0180	701020 INTEGRAL PORTLAND CEMENT CONCRETE CURB & GUTTER, TYPE 1-8	60.000 LF				
0190	705002 P.C.C. SIDEWALK, 6"	450.000 SF				
0200	720603 REMOVE AND RESET GALVANIZED STEEL POST AND OFFSET BLOCK	30.000 EACH				
0210	720613 RESET GUARDRAIL END TREATMENT ATTENUATOR, TYPE 1	2.000 EACH				
0220	720624 REMOVE AND REINSTALL W-BEAM FOR GUARDRAIL	50.000 EACH				
0230	732002 TOPSOIL, 6" DEPTH	2500.000 SY				
0240	734013 PERMANENT GRASS SEEDING, DRY GROUND	15000.000 SY				
0250	743000 MAINTENANCE OF TRAFFIC	LUMP		LUMP		
0260	743003 ARROWPANELS, TYPE C	302.000 EADY				
0270	743004 FURNISH AND MAINTAIN PORTABLE CHANGEABLE MESSAGE SIGN	302.000 EADY				

CANNOT BE USED FOR BIDDING





CONTRACT ID: T201409001.01

PROJECT(S): ENHS-2014(17)

All figures must be typewritten.

CONTRACTOR :

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0280	743005 FURNISH AND MAINTAIN PORTABLE LIGHT ASSEMBLY	300.000 EADY				
0290	743006 PLASTIC DRUMS	6000.000 EADY				
0300	743007 TRAFFIC OFFICERS	24.000 HOUR	75.00000		1800.00	
0310	743010 FURNISH AND MAINTAIN TRUCK MOUNTED ATTENUATOR, TYPE II	302.000 EADY				
0320	743023 TEMPORARY BARRICADES, TYPE III	100.000 LFDY				
0330	743024 TEMPORARY WARNING SIGNS AND PLAQUES	2500.000 EADY				
0340	743059 FLAGGER, NEW CASTLE COUNTY, HEAVY CONSTRUCTION, FEDERAL	300.000 HOUR				
0350	743060 FLAGGER, KENT COUNTY, HEAVY CONSTRUCTION, FEDERAL	200.000 HOUR				
0360	743071 FLAGGER, NCC, HEAVY CONSTRUCTION, FEDERAL, OVERTIME	30.000 HOUR				
0370	743072 FLAGGER, KENT COUNTY, HEAVY CONSTRUCTION, FEDERAL, OVERTIME	30.000 HOUR				

CANNOT BE USED FOR BIDDING



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PROJECT(S): ENHS-2014(17)

All figures must be typewritten.

CONTRACTOR : \_\_\_\_\_

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0380	744519 RELOCATION OF EXISTING JUNCTION WELL	15.000 EACH				
0390	744520 CONDUIT JUNCTION WELL, TYPE 1, PRECAST CONCRETE	100.000 EACH				
0400	744523 CONDUIT JUNCTION WELL, TYPE 4, PRECAST CONCRETE	50.000 EACH				
0410	744530 CONDUIT JUNCTION WELL, TYPE 11, PRECAST CONCRETE/ POLYMER LID-FRAME	10.000 EACH				
0420	744531 CONDUIT JUNCTION WELL, TYPE 14, PRECAST CONCRETE/ POLYMER LID-FRAME	10.000 EACH				
0430	744533 FURNISH & INSTALL FRAME AND LID FOR JUNCTION WELL, TYPE 1	5.000 EACH				
0440	744534 FURNISH & INSTALL FRAME AND LID FOR JUNCTION WELL, TYPE 4	5.000 EACH				
0450	744541 FURNISH & INSTALL FRAME AND LID FOR JUNCTION WELL, TYPE 11	5.000 EACH				
0460	744542 FURNISH & INSTALL FRAME AND LID FOR JUNCTION WELL, TYPE 14	5.000 EACH				
0470	744544 ADJUST OR REPAIR EXISTING CONDUIT JUNCTION WELL	15.000 EACH				



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			DOLLARS	CTS	DOLLARS	CTS
0480	744545 BONDING & GROUNDING EXISTING JUNCTION WELL	10.000 EACH				
0490	745576 SUPPLY OF 2" SDR-13.5 HDPE CONDUIT	100.000 LF				
0500	745578 BRIDGE-MOUNTED GALVANIZED STEEL CONDUIT	600.000 LF				
0510	745601 FURNISH & INSTALL UP TO 3" FLEXIBLE METALLIC-LIQUIDTIGHT CONDUIT	200.000 LF				
0520	745602 FURNISH & INSTALL UP TO 4" SCHEDULE 80 HDPE CONDUIT (BORE)	1200.000 LF				
0530	745603 FURNISH & INSTALL UP TO 4" SCHEDULE 80 PVC CONDUIT (OPEN CUT)	30.000 LF				
0540	745604 FURNISH & INSTALL UP TO 4" SCHEDULE 80 PVC CONDUIT (TRENCH)	22000.000 LF				
0550	745605 FURNISH & INSTALL UP TO 4" SCHEDULE 80 PVC CONDUIT (ON STRUCTURE)	100.000 LF				
0560	745606 FURNISH & INSTALL UP TO 4" GALVANIZED STEEL CONDUIT (TRENCH)	7000.000 LF				
0570	745607 FURNISH & INSTALL UP TO 4" GALVANIZED STEEL CONDUIT (BORE)	600.000 LF				

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			DOLLARS	CTS	DOLLARS	CTS
0580	745608 FURNISH & INSTALL UP TO 4" GALVANIZED STEEL CONDUIT (OPEN CUT)	200.000 LF				
0590	745609 FURNISH & INSTALL UP TO 4" GALVANIZED STEEL CONDUIT (ON STRUCTURE)	300.000 LF				
0600	745610 FURNISH & INSTALL UP TO 4" NONMETALLIC POLE RISER SHIELD	150.000 LF				
0610	746515 INSULATED GROUND CABLES, 1/#6	600.000 LF				
0620	746516 SERVICE INSTALLATION	20.000 EACH				
0630	746564 INSULATED GROUND CABLES, 1/#4	600.000 LF				
0640	746566 CABLES, 1/#1 AWG	5000.000 LF				
0650	746567 CABLES, 1/#1/0 AWG	1000.000 LF				
0660	746590 FURNISH & INSTALL GROUND ROD	100.000 EACH				
0670	746594 LUMINAIRE (HPS), 250 WATT	75.000 EACH				

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LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0680	746595 ALUMINUM LIGHTING STANDARD, 40' POLE	70.000 EACH				
0690	746605 INSULATED GROUND CABLE, 1/#10	500.000 LF				
0700	746614 POLE BASE EXTENSION	125.000 CF				
0710	746622 CABLES, 1/#4/0 AWG	850.000 LF				
0720	746650 ALUMINUM TRANSFORMER BASE	60.000 EACH				
0730	746651 ACCESS COVER FOR TRANSFORMER BASE	65.000 EACH				
0740	746815 INSTALLATION OF LUMINAIRE	150.000 EACH				
0750	746817 CABLES, 1/#2/0 AWG	1000.000 LF				
0760	746832 SUPPLY AND INSTALLATION OF WEATHERHEAD, 3", ON STEEL POLE	15.000 EACH				
0770	746852 POLE BASE, TYPE 6	200.000 EACH				

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LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0780	746883 PARTIAL REMOVAL OF CONCRETE POLE BASES AND CABINET FOUNDATIONS	15.000 CY				
0790	746884 EXPANSION FITTING FOR ELECTRICAL CONDUIT	55.000 EACH				
0800	746885 REMOVE AND REINSTALL LIGHTING POLE, MAST ARM, AND METAL TRANSFORMER BASE	75.000 EACH				
0810	746886 REMOVAL OF METAL TRANSFORMER BASE	40.000 EACH				
0820	746887 INSTALLATION OF METAL TRANSFORMER BASE	110.000 EACH				
0830	746888 ALUMINUM LIGHTING SINGLE DAVIT ARM, 8' ARM SPREAD	20.000 EACH				
0840	746889 ALUMINUM LIGHTING SINGLE DAVIT ARM, 12' ARM SPREAD	30.000 EACH				
0850	746890 ALUMINUM LIGHTING SINGLE DAVIT ARM, 15' ARM SPREAD	20.000 EACH				
0860	746907 FURNISH & INSTALL 1-CONDUCTOR #2 AWG STRANDED COPPER	5000.000 LF				
0870	746908 FURNISH & INSTALL 1-CONDUCTOR #4 AWG STRANDED COPPER	14000.000 LF				

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			DOLLARS	CTS	DOLLARS	CTS
0880	746909 FURNISH & INSTALL 1-CONDUCTOR #6 AWG STRANDED COPPER	52000.000 LF				
0890	746910 FURNISH & INSTALL 1-CONDUCTOR #8 AWG STRANDED COPPER	7000.000 LF				
0900	746911 FURNISH & INSTALL 1-CONDUCTOR #10 AWG STRANDED COPPER	20000.000 LF				
0910	746926 FURNISH & INSTALL ELECTRICAL UTILITY SERVICE EQUIPMENT 120/240	2.000 EACH				
0920	746939 TRAFFIC CONTROL DEVICE EQUIPMENT TURN ON, PICK UP, REMOVAL & MAINTENANCE, TYPE I	5.000 EACH				
0930	746940 TRAFFIC CONTROL DEVICE EQUIPMENT TURN ON, PICK UP, REMOVAL & MAINTENANCE, TYPE II	5.000 EACH				
0940	746941 TRAFFIC CONTROL DEVICE EQUIPMENT TURN ON, PICK UP, REMOVAL & MAINTENANCE, TYPE III	5.000 EACH				
0950	746942 INSTALLATION OF LIGHTING POLE, WITH ARM AND LUMINAIRE	30.000 EACH				
0960	747509 LIGHTING CONTROL CENTER - 200A, 277/480V	2.000 EACH				

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			DOLLARS	CTS	DOLLARS	CTS
0970	747510 LIGHTING CONTROL CENTER - 200A, 240/480V	2.000 EACH				
0980	747513 LIGHTING CONTROL AND DISTRIBUTION ENCLOSURE (120/240; 100 AMP)	2.000 EACH				
0990	747514 CABINET BASE, TYPE F	1.000 EACH				
1000	747515 CABINET BASE, TYPE M	1.000 EACH				
1010	747516 CABINET BASE, TYPE P	15.000 EACH				
1020	747517 CABINET BASE, TYPE R	15.000 EACH				
1030	748536 PERMANENT PAVEMENT STRIPING, EPOXY RESIN PAINT, BLACK 6"	200.000 LF				
1040	748548 PERMANENT PAVEMENT STRIPING, EPOXY RESIN PAINT, WHITE/YELLOW, 5"	200.000 LF				
1050	758000 REMOVAL OF EXISTING PORTLAND CEMENT CONCRETE PAVEMENT, CURB, SIDEWALK, ETC.	20.000 SY				
1060	762001 SAW CUTTING, HOT MIX	100.000 LF				

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			DOLLARS	CTS	DOLLARS	CTS
1070	762002 SAW CUTTING, CONCRETE, FULL DEPTH	100.000 LF				
1080	763000 INITIAL EXPENSE	LUMP	LUMP			
	SECTION 0001 TOTAL					
	TOTAL BID					

CANNOT BE  
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BIDDING



**CERTIFICATION**

Contract No. T201409001.01  
Federal Aid Project No. ENHS-2014(17)

The undersigned bidder, \_\_\_\_\_

whose address is \_\_\_\_\_

and telephone number is \_\_\_\_\_ hereby certifies the following:

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

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

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

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

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

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Insert Exceptions)

**DBE Program Assurance:**

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

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

**Disadvantaged Business Enterprise \_\_\_\_\_ percent (blank to be filled in by bidder)**

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

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

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

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

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

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

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

**BIDDERS MUST ACKNOWLEDGE RECEIPT OF ALL ADDENDA**

**MUST INSERT DATE OF FINAL QUESTIONS AND ANSWERS ON WEBSITE:** \_\_\_\_\_



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

\_\_\_\_\_  
Name of Bidder (Organization)

Corporate  
Seal

By:

\_\_\_\_\_  
Authorized Signature

Attest \_\_\_\_\_

\_\_\_\_\_  
Title

SWORN TO AND SUBSCRIBED BEFORE ME this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Notary  
Seal

\_\_\_\_\_  
Notary

**BID BOND**

TO ACCOMPANY PROPOSAL  
(Not necessary if security is used)

KNOW ALL MEN BY THESE PRESENTS That: \_\_\_\_\_  
of \_\_\_\_\_ in the County of \_\_\_\_\_ and State of \_\_\_\_\_ as  
**Principal**, and \_\_\_\_\_ of \_\_\_\_\_ in the County of  
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. T201409001.01, to be paid to the **State** for the use and benefit of its Department of Transportation  
("**DeIDOT**") for which payment well and truly to be made, we do bind ourselves, our and each of our heirs,  
executors, administrators, and successors, jointly and severally for and in the whole firmly by these  
presents.

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

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

SEALED, AND DELIVERED IN THE  
presence of

\_\_\_\_\_  
Name of Bidder (Organization)

Corporate  
Seal

By:

\_\_\_\_\_  
Authorized Signature

Attest \_\_\_\_\_

\_\_\_\_\_  
Title

\_\_\_\_\_  
Name of **Surety**

Witness: \_\_\_\_\_

By:

\_\_\_\_\_  
Title