

STATE OF DELAWARE

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DEPARTMENT OF TRANSPORTATION

BID PROPOSAL

for

CONTRACT T201451603.01

FEDERAL AID PROJECT NO. TIGER-2014(01)

CFDA N0: 20.933

NEWARK REGIONAL TRANSPORTATION CENTER, PARKING

LOT & ACCESS RD.

NEW CASTLE COUNTY

ADVERTISEMENT DATE: March 13, 2017

COMPLETION TIME: 362 Calendar Days

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

Bids will be received in the Bidder's Room at the Delaware Department of Transportation's Administration Building, 800 Bay Road, Dover, Delaware until 2:00 P.M. local time **April 11, 2017**

Contract No.T201451603.01
Federal Aid Project No. TIGER-2014(01)

NEWARK REGIONAL TRANSPORTATION CENTER, PARKING LOT & ACCESS RD.
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. This project consist of constructing a parking lot, access road, and shared use path with bituminous concrete. Constructing P.C.C. curb, gutter and sidewalk, placing drainage inlets and pipes, installing utilities and other incidental construction in accordance with the location, notes and details shown on the plans and directed by the Engineer.

COMPLETION TIME

All work on this contract must be complete within 362 Calendar Days. The Contract Time includes an allowance for 60 Weather Days. It is the Department's intent to issue a Notice to Proceed such that work starts on or about May 30, 2017.

PROSPECTIVE BIDDERS NOTES:

1. BIDDERS MUST BE REGISTERED with DeIDOT and request a cd of the official plans and specifications in order to submit a bid. Contact DeIDOT at dot-ask@state.de.us, or (302) 760-2031. Bids will be received in the Bidder's Room at the Delaware Department of Transportation's Administration Building, 800 Bay Road, Dover, Delaware until 2:00 P.M. local time April 11, 2017 unless changed via addendum.
2. QUESTIONS regarding this project are to be e-mailed to dot-ask@state.de.us no less than six business days prior to the bid opening date in order to receive a response. Please include T201451603.01 in the subject line. Responses to inquiries are posted on-line at <http://www.bids.delaware.gov>.
3. THE BID PROPOSAL incorporates a cd containing **Expedite, version 5.9a** and its installation file. Bidders are to use the cd provided to enter their bid amounts into the Expedite file. The Expedite bid file must be printed and submitted in paper form along with the cd and other required documents prior to the Bid due date and time.
4. SURETY BOND - Each proposal must be accompanied by a deposit of either surety bond or security for a sum equal to at least 10% of the bid.
5. DRUG TESTING - Regulation 4104; The state Office of Management and Budget has developed regulations that require Contractors and Subcontractors to implement a program of mandatory drug testing for Employees who work on Large Public Works Contracts funded all or in part with public funds pursuant to 29 Del.C. §6908(a)(6). Refer to the full requirements by following the below link: <http://regulations.delaware.gov/register/september2015/final/19%20DE%20Reg%20207%2009-01-15.htm>
Please note a few of the requirements listed below;
 - * At bid submission - submit with the bid a signed affidavit certifying that the Contractor has in place or will implement during the entire term of the contract a Mandatory Drug Testing Program for their Employees that complies with this regulation;
 - * Upon DBE participation submission - submit a separate signed affidavit from each DBE Subcontractor certifying they have in place or will implement during the entire term of the contract a Mandatory Drug Testing Program for their Employees that complies with this regulation;
 - * Two business days prior to contract execution - The awarded Contractor shall provide to DeIDOT copies of the Employee Drug Testing Program for the Contractor and each participating DBE firm;
 - * Subcontractors - Contractors that employ Subcontractors on the job site may do so only after submitting a copy of the Subcontractor's Employee Drug Testing Program along with the standard required subcontractor information. A Subcontractor shall not commence work until **DeIDOT** has approved the subcontractor in writing;
 - * Testing Report Forms shall be submitted to DeIDOT monthly (forms will be provided).
 - * Penalties for non-compliance are specified in the regulation.

6. SUPPLEMENTAL SPECIFICATIONS to the August 2001 Standard Specifications were issued November 24, 2014 and apply to this project. They can be [viewed here](#). The *Specifications Note* document is for the use by the bidders to reference the new numbers to the past numbers used for bidding purposes on previous Department contracts.
7. **DBE PROGRAM REQUIREMENTS under 49CFR §26.53(b)(3)(i)(B) change effective January 1, 2017. Submission of DBE participation information is now required from the lowest apparent bidder no later than five (5) calendar days after bid opening (formerly 7 days).**
8. No RETAINAGE will be withheld on this contract.
9. EXTERNAL COMPLAINT PROCEDURE can be viewed on DelDOT's Website at; <http://www.deldot.gov/information/business/>, or you may request a copy by calling (302) 760-2555.
10. BREAKOUT SHEETS MUST be submitted either with your bid documents; or within seven (7) calendar days following the bid due date by the lowest apparent bidder. Refer to instructions adjacent to the Breakout Sheets in this document.
11. PROPOSED TRAINEE PLANS - The number of trainees to be trained will be **1**, as listed in the Training Special Provisions within Contract General Notices. The program(s) must be submitted within 10 Calendar Days of notification of apparent low bidder status. Contract Award will not take place until acceptable On-the-Job (OJT) program plans are received by the Civil Rights Group of the Department. Failure of the apparent low bidder to present copies of an acceptable OJT Trainee Programs within ten (10) calendar days of notification of apparent low bidder status, shall create a rebuttable presumption that the bid is not responsive.
12. This project incorporates **Appendix A TECHNICAL SPECIFICATIONS**, which is a part of this contract. Appendix A contains additional specifications required for this project.
13. This project incorporates **Appendix B TECHNICAL SPECIFICATIONS**, which is a part of this contract. Appendix A contains additional specifications required for this project.
14. This project incorporates **Contaminated Materials Management Plan (CMMP)**, which is a part of this contract. The CMMP contains additional specifications required for this project.

Contract No.T201451603.01
CONSTRUCTION ITEMS UNITS OF MEASURE

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

*Not used for units of measurement for payment.

TABLE OF CONTENTS

| | |
|---|----------------------------|
| GENERAL DESCRIPTION | <u>i</u> |
| LOCATION..... | <u>i</u> |
| DESCRIPTION..... | <u>i</u> |
| COMPLETION TIME..... | <u>i</u> |
| PROSPECTIVE BIDDERS NOTES..... | <u>i</u> |
| CONSTRUCTION ITEMS UNITS OF MEASURE..... | <u>iii</u> |
| | |
| GENERAL NOTICES | <u>1</u> |
| SPECIFICATIONS..... | <u>1</u> |
| CLARIFICATIONS..... | <u>1</u> |
| ATTESTING TO NON-COLLUSION..... | <u>1</u> |
| QUANTITIES..... | <u>1</u> |
| EQUALITY OF EMPLOYMENT OPPORTUNITY ON PUBLIC WORKS..... | <u>1</u> |
| TAX CLEARANCE..... | <u>2</u> |
| LICENSE..... | <u>2</u> |
| DIFFERING SITE CONDITIONS..... | <u>2</u> |
| CONFLICT WITH FEDERAL STATUTES OR REGULATIONS..... | <u>3</u> |
| FEDERAL LABOR AND EMPLOYMENT REQUIREMENTS..... | <u>3</u> |
| CONVICT PRODUCED MATERIALS:..... | <u>3</u> |
| TO REPORT BID RIGGING ACTIVITIES..... | <u>4</u> |
| NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION..... | <u>5</u> |
| STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY..... | <u>6</u> |
| TRAINING SPECIAL PROVISIONS..... | <u>9</u> |
| INTERMODAL SURFACE TRANSPORTATION EFFICIENCY ACT..... | <u>10</u> |
| DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM SPECIFICATION..... | <u>10</u> |
| CRITICAL DBE REQUIREMENTS..... | <u>12</u> |
| GUIDANCE FOR GOOD FAITH EFFORT..... | <u>13</u> |
| FTA CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS | <u>15</u> |
| AUDIT AND INSPECTION OF RECORDS..... | <u>15</u> |
| ACCESS REQUIREMENTS..... | <u>15</u> |
| BUY AMERICA..... | <u>15</u> |
| CARGO PREFERENCE..... | <u>15</u> |
| CERTIFICATION REGARDING DEBARMENT..... | <u>15</u> |
| CLEAN WATER REQUIREMENTS..... | <u>16</u> |
| FEDERAL CHANGES..... | <u>16</u> |
| CLEAN AIR..... | <u>17</u> |
| RECYCLED PRODUCTS..... | <u>17</u> |
| ENERGY CONSERVATION..... | <u>17</u> |
| CONTRACT TERMINATION..... | <u>17</u> |
| CONTRACT WORK HOURS AND SAFETY STANDARDS..... | <u>17</u> |
| CIVIL RIGHTS..... | <u>18</u> |
| DAVIS-BACON ACT..... | <u>19</u> |
| DISADVANTAGED BUSINESS ENTERPRISES..... | <u>24</u> |
| ENVIRONMENTAL VIOLATIONS..... | <u>24</u> |
| EQUAL EMPLOYMENT OPPORTUNITY..... | <u>24</u> |
| FLY AMERICA REQUIREMENTS..... | <u>24</u> |
| FTA FUNDING REQUIREMENTS..... | <u>25</u> |
| INCORPORATION OF FTA TERMS..... | <u>25</u> |
| LOBBYING..... | <u>25</u> |
| NO GOVERNMENT OBLIGATION TO THIRD PARTIES..... | <u>25</u> |
| PROGRAM FRAUD..... | <u>26</u> |
| PROTEST PROCEDURES..... | <u>26</u> |
| RECORD RETENTION..... | <u>26</u> |
| SEISMIC SAFETY..... | <u>26</u> |
| TITLE VI COMPLIANCE..... | <u>26</u> |
| DISPUTES, BREACHES, DEFAULTS, OR OTHER LITIGATION..... | <u>26</u> |
| APPENDICES TO THE TITLE VI ASSURANCE..... | <u>27</u> |

| | |
|--|------------|
| PREVAILING WAGES. | <u>29</u> |
| PREVAILING WAGE REQUIREMENTS..... | <u>29</u> |
| APPLICABILITY OF DAVIS-BACON LABOR STANDARD PROVISIONS TO FLAGGERS. . | <u>33</u> |
| ALL AGENCY MEMORANDUM NO. 130. | <u>33</u> |
| SUPPLEMENTAL SPECIFICATIONS. | <u>35</u> |
| SPECIAL PROVISIONS. | <u>36</u> |
| CONSTRUCTION ITEM NUMBERS..... | <u>37</u> |
| 401502 - ASPHALT CEMENT COST ADJUSTMENT. | <u>38</u> |
| 202560 - CONTAMINATED MATERIAL. | <u>39</u> |
| 202573 - TEST HOLES. | <u>41</u> |
| 401699 - QUALITY CONTROL/QUALITY ASSURANCE OF BITUMINOUS CONCRETE. . . . | <u>42</u> |
| 401752 – SAFETY EDGE FOR ROADWAY PAVEMENT. | <u>55</u> |
| 401801 - BITUMINOUS CONCRETE, SUPERPAVE, TYPE C, 160 GYRATIONS, PG 64-22 (CARBONATE STONE). | <u>56</u> |
| 401810 - BITUMINOUS CONCRETE, SUPERPAVE, TYPE B, 160 GYRATIONS, PG 64-22. . . . | <u>56</u> |
| 401819 - BITUMINOUS CONCRETE, SUPERPAVE, BITUMINOUS CONCRETE BASE COURSE, 160 GYRATIONS, PG 64-22. | <u>56</u> |
| 401821 - BITUMINOUS CONCRETE, SUPERPAVE, TYPE C, 160 GYRATIONS, PG 64-22, PATCHING. | <u>56</u> |
| 401822 - BITUMINOUS CONCRETE, SUPERPAVE, TYPE B, 160 GYRATIONS, PG 64-22, PATCHING. | <u>56</u> |
| 401823 - BITUMINOUS CONCRETE, SUPERPAVE, BITUMINOUS CONCRETE BASE COURSE, 160 GYRATIONS, PG 64-22, PATCHING. | <u>56</u> |
| 614508 - WATER MAIN AND ACCESSORIES..... | <u>67</u> |
| 708537 - REMOVE CATCH BASIN. | <u>76</u> |
| 708599 - ELECTRIC DUCTBANK AND MANHOLE SYSTEM..... | <u>77</u> |
| 708652 - REMOVE EXISTING MANHOLE..... | <u>81</u> |
| 710501 - CONVERTING EXISTING CATCH BASIN TO MANHOLE. | <u>82</u> |
| 720533 - PERMANENT WOOD BARRICADE. | <u>83</u> |
| 727519 - RELOCATE CHAINLINK FENCE. | <u>84</u> |
| 727548 - PORTABLE CHAINLINK FENCE..... | <u>85</u> |
| 727549 - RELOCATE PORTABLE CHAINLINK FENCE..... | <u>86</u> |
| 744530 - CONDUIT JUNCTION WELL, TYPE 11, PRECAST CONCRETE/POLYMER LID- FRAME..... | <u>87</u> |
| 744531 - CONDUIT JUNCTION WELL, TYPE 14, PRECAST CONCRETE/POLYMER LID- FRAME..... | <u>87</u> |
| 744541 - FURNISH & INSTALL FRAME AND LID FOR JUNCTION WELL, TYPE 11. | <u>89</u> |
| 744544 – ADJUST OR REPAIR EXISTING CONDUIT JUNCTION WELL. | <u>90</u> |
| 745602 - FURNISH & INSTALL UP TO 4” SCHEDULE 80 HDPE CONDUIT (BORE)..... | <u>91</u> |
| 745603 - FURNISH & INSTALL UP TO 4” SCHEDULE 80 PVC CONDUIT (OPEN CUT)..... | <u>91</u> |
| 745604 - FURNISH & INSTALL UP TO 4” SCHEDULE 80 PVC CONDUIT (TRENCH). | <u>91</u> |
| 745606 - FURNISH & INSTALL UP TO 4” GALVANIZED STEEL CONDUIT (TRENCH). . . . | <u>91</u> |
| 745607 - FURNISH & INSTALL UP TO 4” GALVANIZED STEEL CONDUIT (BORE). | <u>91</u> |
| 745609 - FURNISH & INSTALL UP TO 4” GALVANIZED STEEL CONDUIT (ON STRUCTURE). | <u>91</u> |
| 746517 - ALUMINUM LIGHTING STANDARD WITH SINGLE DAVIT ARM, 30' POLE. . . . | <u>95</u> |
| 746520 - ALUMINUM LIGHTING STANDARD WITH DOUBLE DAVIT ARM, 30' POLE. . . . | <u>95</u> |
| 746628 - ALUMINUM LIGHTING STANDARD WITH SINGLE DAVIT ARM, 15' POLE. | <u>95</u> |
| 746614 - POLE BASE EXTENSION..... | <u>98</u> |
| 746850 - POLE BASE, TYPE 4A..... | <u>99</u> |
| 746852 - POLE BASE, TYPE 6 | <u>99</u> |
| 746872 - LIGHTING CONTROL AND DISTRIBUTION ENCLOSURE..... | <u>101</u> |
| 746901 - UNDERPASS LUMINAIRE..... | <u>103</u> |
| 746909 - FURNISH & INSTALL 1-CONDUCTOR #6 AWG STRANDED COPPER..... | <u>105</u> |
| 746914 - FURNISH & INSTALL #6 BARE STRANDED COPPER GROUND. | <u>105</u> |
| 746927 - FURNISH & INSTALL #3/0 AWG STRANDED COPPER. | <u>105</u> |
| 746957 - FURNISH & INSTALL 600 KCMIL STRANDED COPPER. | <u>105</u> |
| 746958 - FURNISH & INSTALL 1-CONDUCTOR #1 AWG STRANDED COPPER..... | <u>105</u> |

| | |
|--|------------|
| 746959 - FURNISH & INSTALL #1 BARE STRANDED COPPER GROUND. | <u>105</u> |
| 746924 - FURNISH & INSTALL LOOP WIRE 1-CONDUCTOR #14 AWG ENCASED IN ¼” FLEXIBLE TUBING IN A LOOP SAWCUT. | <u>110</u> |
| 746952 - FURNISH & INSTALL ELECTRICAL UTILITY SERVICE. | <u>113</u> |
| 747517 - CABINET BASE TYPE R..... | <u>115</u> |
| 748548 - PERMANENT PAVEMENT STRIPING, EPOXY RESIN PAINT, WHITE/YELLOW, 5” | <u>116</u> |
| 748553 - PREFORMED RETROREFLECTIVE THERMOPLASTIC PAVEMENT MARKINGS, BIKE SYMBOL. | <u>126</u> |
| 748555 - PREFORMED RETROREFLECTIVE THERMOPLASTIC PAVEMENT MARKINGS, HANDICAP SYMBOL. | <u>126</u> |
| 749687 - INSTALLATION OR REMOVAL OF TRAFFIC SIGN ON SINGLE SIGN POST. ... | <u>130</u> |
| 749688 - INSTALLATION OF 4” DIAMETER HOLE, LESS THAN OR EQUAL TO 6” IN DEPTH | <u>131</u> |
| 749690 - INSTALLATION OR REMOVAL OF TRAFFIC SIGN ON MULTIPLE SIGN POSTS | <u>132</u> |
| 753516 - SANITARY SEWER SYSTEM..... | <u>133</u> |
| 759501 - FIELD OFFICE, SPECIAL. | <u>140</u> |
| 763501 - CONSTRUCTION ENGINEERING..... | <u>146</u> |
| 763508 - PROJECT CONTROL SYSTEM DEVELOPMENT PLAN..... | <u>153</u> |
| 763509 - CPM SCHEDULE UPDATES AND/OR REVISED UPDATES. | <u>153</u> |
| 763597 - UTILITY CONSTRUCTION ENGINEERING..... | <u>158</u> |
| 763699 - ELECTRICAL VEHICLE CHARGING STATION DISTRIBUTION CENTER..... | <u>159</u> |
| 763700 - LEVEL 2 COMMERCIAL DUAL PORT CHARGING STATION..... | <u>161</u> |
| 907510 - COMPOST FILTER LOG. | <u>162</u> |
| 910500 - BIO-RETENTION SOIL, MIX I. | <u>164</u> |
| UTILITY STATEMENT..... | <u>166</u> |
| RIGHT OF WAY CERTIFICATE..... | <u>177</u> |
| ENVIRONMENTAL STATEMENT..... | <u>178</u> |
| RAILROAD STATEMENT..... | <u>180</u> |
| BID PROPOSAL FORMS..... | <u>181</u> |
| BREAKOUT SHEETS..... | <u>195</u> |
| BUY AMERICA CERTIFICATION..... | <u>202</u> |
| CERTIFICATION OF ELIGIBILITY..... | <u>203</u> |
| CERTIFICATE OF NON-COLLUSION..... | <u>204</u> |
| CERTIFICATION OF PRIMARY PARTICIPANT REGARDING DEBARMENT..... | <u>205</u> |
| CERTIFICATION OF RESTRICTIONS ON LOBBYING..... | <u>206</u> |
| DRUG TESTING AFFIDAVIT..... | <u>207</u> |
| CERTIFICATION..... | <u>208</u> |
| BID BOND..... | <u>210</u> |

GENERAL NOTICES

SPECIFICATIONS:

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

CLARIFICATIONS:

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

ATTESTING TO NON-COLLUSION:

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

QUANTITIES:

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

EQUALITY OF EMPLOYMENT OPPORTUNITY ON PUBLIC WORKS:

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

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

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

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

TAX CLEARANCE:

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

LICENSE:

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

SUBCONTRACTOR LICENSE: 29 DEL. C. §6967:

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

DIFFERING SITE CONDITIONS,

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

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

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

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

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

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

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

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

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

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

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

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

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

CONFLICT WITH FEDERAL STATUTES OR REGULATIONS:

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

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

FEDERAL LABOR AND EMPLOYMENT REQUIREMENTS

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

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

CONVICT PRODUCED MATERIALS:

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

TO REPORT BID RIGGING ACTIVITIES:

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

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

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

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

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

Goals for Minority Participation In
Each Trade

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

Goals for Female Participation In
Each Trade

6.9% (Entire State)

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

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

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

REV. 11-3-80

STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY
CONSTRUCTION CONTRACT SPECIFICATIONS (EXECUTIVE ORDER 11246)

1. As used in these specifications:
 - a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;
 - b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;
 - c. "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.
 - d. "Minority" includes:
 - i. Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
 - ii. Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
 - iii. Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
 - iv. American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
2. Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.
3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved plan does not excuse any covered Contractor's or Subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.
4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through 7p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered Construction contractors performing construction work in geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Program Office or from the Federal procurement contracting offices. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.
5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.
6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

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

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

of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

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

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TRAINING SPECIAL PROVISIONS

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

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

The number of trainees to be trained under the special provision will be 1. In the event the contractor subcontracts a portion of the contract work, he shall determine how many, if any, of the trainees are to be trained by the subcontractor, provided however, that the contractor shall retain the primary responsibility for meeting the training requirements imposed by this special provision. The contractor shall also insure that this Training Special Provision is made applicable to such subcontract. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year apprenticeship or training.

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

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

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

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

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

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

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

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

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

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

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

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INTERMODAL SURFACE TRANSPORTATION EFFICIENCY ACT & TRANSPORTATION EQUITY ACT

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

DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM SPECIFICATION

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

The following definitions apply to this subpart:

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

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

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

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

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

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

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

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

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

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 11 % Percent

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

Bidders are required to submit with their bids the completed DBE Program Assurance portion of the Certification document which will state the bidders intent of meeting the goals established for this contract; or in the instance where a contractor cannot meet the assigned DBE Goals for this contract, he/she shall at the time of bid submit documentation required to verify that he/she has made a Good Faith Effort to meet the DBE Goals. Guidance for submitting a Good Faith Effort is identified in the next section and in the DBE Program Plan. Further, the apparent low bidder must submit to DelDOT within five (5) calendar days after

the bid opening, executed originals of each and every DBE subcontract to satisfy contract goals consistent with the DBE Program Assurance submitted as part of the bid package.

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

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

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

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CRITICAL DBE REQUIREMENTS

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

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

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

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

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

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

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

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GUIDANCE FOR GOOD FAITH EFFORT

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

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

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

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

1. Failure to contract with a DBE solely because the DBE was unable to provide performance and/or payment bonds.
2. Rejection of a DBE bid or quotation based on price alone.
3. Rejection of a DBE because of its union or non-union status.
4. Failure to contract with a DBE because the contractor normally would perform all or most of the work in the contract.

Administrative reconsideration:

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

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

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FTA CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

AUDIT AND INSPECTION OF RECORDS

The Contractor agrees to provide the Delaware Department of Transportation (Department), the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives' access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C. F. R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold.

The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

ACCESS REQUIREMENTS FOR INDIVIDUALS WITH DISABILITIES

The Contractor agrees to comply with all applicable requirements of the Americans with Disabilities Act of 1990 (ADA), 42 U.S.C. Section 12101 et seq. And 49 U.S.C. Section 322; Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. Section 794; Section 16 of the Federal Transit Act, as amended, 49 U.S.C. App. Section 1612; and implementing regulations, as may be amended

BUY AMERICA

The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. 661.7, and include final assembly in the United States for 15 passenger vans and 15 passenger wagons produced by Chrysler Corporation, and microcomputer equipment and software. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. 661.11. Rolling stock must be assembled in the United States and have a 60 percent domestic content.

A bidder or proposer must submit to the Department the appropriate Buy America certification (included in this bid proposal package) with all bids or proposals on FTA-funded contracts, except those subject to a general waiver. Bids or proposals that are not accompanied by a completed Buy America certification must be rejected as non-responsive.

CARGO PREFERENCE

Use of United States-Flag Vessels - The contractor agrees: a. to use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels; b. to furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the Department (through the contractor in the case of a subcontractor's bill-of-lading.) c. to include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS - Lower Tier Covered Transactions (Third Party Contracts over \$100,000)

A) By signing and submitting this bid or proposal, the prospective lower tier participant is providing the signed 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 may pursue available remedies, including suspension and/or debarment.

C) The prospective lower tier participant shall provide immediate written notice to the Department if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

D) The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "persons," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 [49 CFR Part 29]. You may contact the Department for assistance in obtaining a copy of those regulations.

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 in writing by the Department.

F) The prospective lower tier participant further agrees by submitting this proposal that it will include the clause "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction", without modification, in all lower tier covered transactions.

G) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List issued by the U. S. General Service Administration.

H) Nothing contained in the foregoing shall be construed to require establishment of system of records in order to render in good faith the certification required by this clause. The knowledge and information of a 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 all remedies available to the Federal Government, the Department may pursue available remedies including suspension and/or debarment.

J) The prospective lower tier participant certifies, by submission of this bid or proposal, that neither it nor its "principals" [as defined at 49 CFR §29.105(p)] is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

K) When the prospective lower tier participant is unable to certify to the statements in this certification, such prospective participant shall attach an explanation to this proposal.

CLEAN WATER REQUIREMENTS

The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Contractor agrees to report each violation to the Department and understands and agrees that the Department will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office. (2)The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

FEDERAL CHANGES

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between the Department and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

CLEAN AIR

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The Contractor agrees to report each violation to the Department and understands and agrees that the Department will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office. (2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

RECYCLED PRODUCTS

Recovered Materials - The contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

ENERGY CONSERVATION

The Contractor shall recognize mandatory standards and policies relating to energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (42 US Section 321 et seq.).

CONTRACT TERMINATION

A. Termination for Convenience

The Department may terminate this contract, in whole or in part, at any time by written notice to the Contractor. The Contractor shall be paid its costs, including contract close-out costs, and profit on product delivered up to the time of termination. The Contractor shall promptly submit its termination claim for payment. If the Contractor has any property in its possession belonging to the Department, the Contractor will account for the same and dispose of it in the manner the Department directs.

B. Termination for Default

If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the Department may terminate this contract for default. Termination shall be affected by serving a notice of termination on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined that the Contractor had an excusable reason for not performing, such as a strike, flood, events which are not the fault of or are beyond the control of the Contractor, the Department, after setting up a new delivery or performance schedule, may allow the Contractor to continue work, or treat the termination as a termination of convenience.

In the event the Department exercises its right of termination for default, and if an amount for liquidated damages is set forth, the Contractor shall be liable to the Department for excess costs and, in addition, for liquidated damages in the amount set forth, as fixed, agreed, and liquidated damages for each calendar day of delay, until such time as the Department may reasonably obtain delivery or performance of similar supplies or services.

If the contract is so terminated, the Contractor shall continue performance and be liable to the Department for such liquidated damages for each calendar day of delay until the supplies are delivered or services performed.

The Contractor shall not be liable for liquidated damages resulting from delays such as acts of God, strikes, fire or flood, and events which are not the fault of, or are beyond the control of the Contractor.

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

(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) Payrolls and basic records - (i) 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 (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). 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.

Section 107 (OSHA):

Contract Work Hours and Safety Standards Act - (i) The Contractor agrees to comply with section 107 of the Contract Work Hours and Safety Standards Act, 40 U.S.C. section 333, and applicable DOL regulations, "Safety and Health Regulations for Construction" 29 C.F.R. Part 1926. Among other things, the Contractor agrees that it will not require any laborer or mechanic to work in unsanitary, hazardous, or dangerous surroundings or working conditions.

(ii) Subcontracts - The Contractor also agrees to include the requirements of this section in each subcontract. The term "subcontract" under this section is considered to refer to a person who agrees to perform any part of the labor or material requirements of a contract for construction, alteration or repair. A person who undertakes to perform a portion of a contract involving the furnishing of supplies or materials will be considered a "subcontractor" under this section if the work in question involves the performance of construction work and is to be performed: (1) directly on or near the construction site, or (2) by the employer for the specific project on a customized basis. Thus, a supplier of materials which will become an integral part of the construction is a "subcontractor" if the supplier fabricates or assembles the goods or materials in question specifically for the construction project and the work involved may be said to be construction activity. If the goods or materials in question are ordinarily sold to other customers from regular inventory, the supplier is not a "subcontractor." The requirements of this section do not apply to contracts or subcontracts for the purchase of supplies or materials or articles normally available on the open market.

CIVIL RIGHTS

(1) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(2) Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

(a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. 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. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(b) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(c) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(3) The contractor agrees to comply with all applicable requirements of the Americans with Disabilities Act of 1990 (ADA), 42 U.S.C. Section 12101 et seq. And 49 U.S.C. Section 322; Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. Section 794; Section 16 of the Federal Transit Act, as amended, 49 U.S.C. App. Section 1612; and implementing regulations, as may be amended.

(4) The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

DAVIS-BACON ACT: Applies to contractors and subcontractors

The Contractor agrees to comply, and assures the compliance of each subcontractor, lessee, third party contractor, and other participant at any tier of the Project, with the following Federal laws and regulations providing protections for construction employees:

(1) Davis-Bacon Act, as amended, 40 U.S.C. §§ 3141 et seq., pursuant to FTA enabling legislation requiring compliance with the Davis-Bacon Act at 49 U.S.C. § 5333(a), and implementing U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Non-construction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. Part 5;

1.) Minimum wages - (i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), 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)(iv) 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 Part 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 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.

(ii)(A) 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:

(1) Except with respect to helpers as defined as 29 CFR 5.2(n)(4), the work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and

(4) With respect to helpers as defined in 29 CFR 5.2(n)(4), such a classification prevails in the area in which the work is performed.

(B) 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.

(C) 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 Administrator for determination. The 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.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) 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.

(iii) 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.

(iv) 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.

(v)(A) The contracting officer shall require that any class of laborers or mechanics 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:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) 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, 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.

(C) 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 Administrator for determination. The Administrator, or an authorized representative, will issue a determination with 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.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(v) (B) or (C) 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.

(2) Withholding - The Department 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 (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the [insert name of grantee] may, after written notice to the contractor, sponsor, applicant, or owner, 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 - (i) 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 (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). 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.

(ii)(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Department for transmission to the Federal Transit Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR part 5. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, DC 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

(B) 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:

(1) That the payroll for the payroll period contains the information required to be maintained under 29 CFR part 5 and that such information is correct and complete;

(2) 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;

(3) 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.

(C) 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 (a)(3)(ii)(B) of this section.

(D) 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.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Federal Transit Administration 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 Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, 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 - (i) Apprentices - 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, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, 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 Bureau of Apprenticeship and Training 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 of the Wage and Hour Division of the U.S. Department of Labor determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, 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.

(ii) Trainees - 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.

(iii) 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.

(5) Copeland "Anti-Kickback" Act, as amended, 18 U.S.C. § 874 and 40 U.S.C. § 3145, and implementing U.S. DOL regulations, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in part by Loans or Grants from the United States," 29 C.F.R. Part 3. 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 in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the Federal Transit Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses 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 - (i) 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).

(ii) 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).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

DISADVANTAGED BUSINESS ENTERPRISES

It is the policy of the Department of Transportation that Disadvantaged Business Enterprises as defined in 49 CFR Part 26 shall have the opportunity to participate in the performance of contracts financed in whole or part with Federal funds under this contract. Consequently the DBE Requirements of 49 CFR Part 26 apply to this contract. The recipient or its contractor agrees to ensure that Disadvantaged Business Enterprises as defined in 49 CFR Part 26 have the opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this contract. In this regard all recipients or contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that Disadvantaged Business Enterprises have the opportunity to compete for and perform contracts. 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 FTA assisted subcontracts. 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 Department deems appropriate.

The successful bidder agrees to comply with the following clauses:

Prompt Payment: The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime contractor receives from the Department. This clause applies to both DBE and Non-DBE subcontractors.

Retainage: The prime contractor agrees to return retainage payments to each subcontractor within 30 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 the Department. This clause applies to both DBE and non-DBE subcontractors.

The specific goal for this contract is:

Disadvantaged Business Enterprise

11 Percent

ENVIRONMENTAL VIOLATIONS

The Contractor agrees to comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 USC 1857 (h)), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11378, and Environmental Protection Agency regulations: (40 CFR, Part 15) which prohibit the use under nonexempt Federal contracts, grants or loans, of facilities included on the EPA List for Violating Facilities. The Contractor shall report violations to the FTA.

EQUAL EMPLOYMENT OPPORTUNITY

In connection with the execution of this contract, the Contractor shall not discriminate against any employee or applicant for employment because of race, creed, religion, color, national origin, age, sex or disability. The Contractor shall take affirmative action to insure that applicants are employed, and that employees are tested during their employment without regard to their race, creed, religion, color, national origin, age, sex or disability. Such actions 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. The Contractor further agrees to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials.

FLY AMERICA REQUIREMENTS

The Contractor agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and subrecipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S. Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

FTA FUNDING REQUIREMENTS

This project may be financed in part by funds from the Federal Transit Administration. Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between the Department and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

INCORPORATION OF FTA TERMS (FEDERAL TRANSIT ADMINISTRATION)

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by FTA, as set forth in FTA Circular 4220.1F are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any Department requests which would cause the Department to be in violation of the FTA terms and conditions.

LOBBYING:

The Contractor is required to certify using the Certification of Restrictions on Lobbying Form included that, to the best of his or her knowledge and belief:

(1) 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 an 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.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any 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 [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq .)]

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

The certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of the certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). 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.

Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.

NO GOVERNMENT OBLIGATION TO THIRD PARTIES

(1) The Department and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Department, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

(2) The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

(1) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

(2) The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

(3) The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

PROTEST PROCEDURES

Protests based upon the award of the contract shall be made in writing to the Contract Services Administrator no later than ten (10) calendar days following the award of the contract. The protest must clearly specify in writing the grounds and evidence on which the protest is based. The protest will be reviewed and decided pursuant to; the proposal documents issued by the Department, the Delaware Code, the Department's Standard Specifications for Road and Bridge Construction, August 2001, and the Federal Transit Authority's regulations.

RECORD RETENTION

The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Department, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

SEISMIC SAFETY

The contractor agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation Seismic Safety Regulations 49 CFR Part 41 and will certify to compliance to the extent required by the regulation. The contractor also agrees to ensure that all work performed under this contract including work performed by a subcontractor is in compliance with the standards required by the Seismic Safety Regulations and the certification of compliance issued on the project.

TITLE VI COMPLIANCE

During the performance of any Contract entered into pursuant to these specifications, the Contractor, for itself, its assignees and successor in interest, agrees that it shall comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. section 2000d) and the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations Part 21, as they may be amended from time to time which are incorporated by reference and made a part of this contract.

DISPUTES, BREACHES, DEFAULTS, OR OTHER LITIGATION.

The Department agrees that FTA has a vested interest in the settlement of any dispute, breach, default, or litigation involving the Project. The Federal Government retains the right to a proportionate share of any proceeds derived from any third party recovery.

* * * * *

APPENDICES TO THE TITLE VI ASSURANCE

APPENDIX A

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

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

APPENDIX E

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

Pertinent Non-Discrimination Authorities:

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

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

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

Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;

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

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

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

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

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

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

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

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

* * * * *

PREVAILING WAGES

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

REQUIREMENT BY DEPARTMENT OF LABOR FOR SWORN PAYROLL INFORMATION

Title 29 Del.C. §6960 stipulates;

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

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

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

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

PREVAILING WAGE REQUIREMENTS

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

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

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

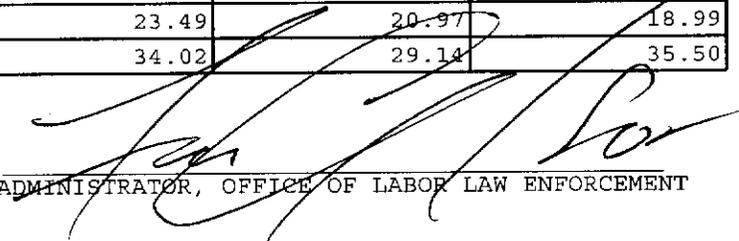
Mailing Address:
 225 CORPORATE BOULEVARD
 SUITE 104
 NEWARK, DE 19702

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

PREVAILING WAGES FOR HIGHWAY CONSTRUCTION EFFECTIVE MARCH 15, 2016

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

CERTIFIED: 02/22/2017

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: T201451603.01 Newark Regional Transportation Center Parking Lot , New Castle County

GENERAL DECISION: DE170020 01/06/2017 DE20

Superseded General Decision Number: DE20160020

State: DELAWARE

Construction Type: HIGHWAY

COUNTY: New Castle County in Delaware

HIGHWAY CONSTRUCTION PROJECTS

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.20 per hour (or the applicable wage rates listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

| Modification Number | Publication Date | | |
|--------------------------------|------------------|-------|---------|
| 0 | 01/06/2017 | | |
| ----- | | | |
| SUDE2016-002 | 04/23/2015 | | |
| | | Rates | Fringes |
| Bricklayer | | 50.49 | |
| Carpenter | | 52.81 | |
| Cement Mason/Concrete Finisher | | 31.10 | |
| ELECTRICIAN | | | |
| Electrician | | 65.10 | |
| Line Worker | | 23.23 | |
| Ironworker | | 43.56 | |
| Laborer | | 33.59 | |
| Millwright | | 16.63 | |
| Painter | | 63.14 | |
| Power Equipment Operator: | | | |
| Piledriver | | 68.57 | |
| Power Equipment Operator | | 41.90 | |
| Sheet Metal Worker | | 23.49 | |
| Truck Driver | | 34.02 | |

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

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

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

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

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than “SU” or “UAVG” denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

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

Survey Rate Identifiers

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

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

Union Average Rate Identifiers

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

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

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

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

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

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

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

END OF GENERAL DECISION

APPLICABILITY OF DAVIS-BACON LABOR STANDARD PROVISIONS TO FLAGGERS

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

* * * * *

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

GUIDELINES

HIGHWAY CONSTRUCTION

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

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

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

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

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

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

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

To access the Website;

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

The full Website Link is;

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

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

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

SPECIAL PROVISIONS

CONSTRUCTION ITEM NUMBERS

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

Standard Item Number:

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

Special Provisions Item Number:

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

Examples

Standard Item Number - 202000 Excavation and Embankment

202 Indicates Section Number

000 Indicates Sequential Number

Special Provision Item Number - 202500 Grading and Reshaping Roadway

202 Indicates Section Number

500 Indicates Sequential Number

NOTE:

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

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

401502 - ASPHALT CEMENT COST ADJUSTMENT

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

The Delaware Posted Asphalt Cement Price will be issued monthly by the Department and will be the industry posted price for Asphalt Cement, F.O.B. Philadelphia, Pennsylvania. The link for the posting is http://www.deldot.gov/information/business/bids/asphalt_cement_english.shtml.

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

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

Actual quantity of asphalt cement qualifying for any Asphalt Cement Cost Adjustment will be computed using the weight of eligible asphalt that is shown on the QA/QC pay sheets as a percentage for the delivered material.

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

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

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

The Asphalt cement cost adjustment will be calculated on grade PG 64-22 asphalt regardless of the actual grade of asphalt used. The Project Asphalt Cement Base Price per ton for the project will be the Delaware Posted Asphalt Cement Price in effect on the date of project advertisement.

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

NOTE:

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

5/05/15

202560 - CONTAMINATED MATERIAL

Description:

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

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

Overview of Costs:

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

Additional cost to normal excavation requirements:

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

Reduced cost to normal excavation requirements:

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

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

Additional cost to normal excavation requirements:

-None

Reduced cost to normal excavation requirements:

-None

Construction Methods and Responsibilities:

Contractor's Responsibilities for potential contaminated solids:

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

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

Specific tasks to be performed by the Contractor will include excavating soil per the project specifications. The Contractor will segregate "contaminated" soil as designated by the Department or their environmental representative, from "clean" soil and place the "contaminated" soil in a designated on-site staging area constructed by the Contractor. At a minimum the staging area needs to be lined with 8-mil plastic and a berm constructed to minimize storm water run-off. The "contaminated" soil will need to be covered by the Contractor at the end of each work day. The Contractor will be responsible for loading

contaminated soil onto trucks arranged by the Department's environmental representative on the days the contaminated soil is shipped off-site to a licensed disposal/treatment facility. The Contractor will backfill and compact the excavated area(s) according to the project specifications and payment will be made under that item of the Contract.

Department's Responsibilities:

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

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

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

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

Method of Measurement:

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

Basis of Payment:

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

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

04/04/2014

202573 - TEST HOLES

Description:

This work consists of excavation of test holes to locate existing subsurface structures and utilities, prior to the start of adjacent construction activities, that may be affected by or interfere with the proposed construction at the locations shown on the plans or at locations directed by the Engineer. This work also consists of excavating test holes at proposed construction locations where excavation may impact existing facilities, known or unknown, at the construction location.

Construction Methods:

When facilities and utility lines must be discovered or exposed and identified at specified locations, the contractor shall use minimally intrusive excavation techniques, acceptable to DelDOT, that ensure the safety of the excavation, the integrity of the facility / utility line to be located, and that of other facilities which may be encountered during test hole excavation. Excavation shall be by means of air-assisted vacuum excavation equipment manufactured specifically for the purpose.

Clear the test hole area of surface debris.

In paved areas, neatly cut and remove existing pavement, which cut shall not exceed 225 square inches (0.15 square meters) unless otherwise approved. Excavate the test hole by the method(s) acceptable to DelDOT and noted above. The nominal diameter of the test hole shall not exceed 15 inches (375 mm) unless otherwise approved.

Where facilities are discovered or located, expose the facility / utility only to the extent required for identification and data collection purposes. Avoid damage to lines, wrappings, coatings, cathodic protection or other protective coverings and features.

Hand-dig as needed to supplement mechanical excavation and to ensure safety.

Test hole locations may be revised, as directed or approved by the engineer, in the field as necessary to positively expose the utility or to determine the absence of facilities within the area impacted by the proposed construction.

Store excavated material for re-use or disposal, as appropriate.

Replace bedding material around exposed utility lines in accordance with owner's specifications or as otherwise directed or approved. Backfill and compact the excavation in lifts no greater than six inches using excavated material with appropriate moisture/density control.

If test holes are excavated within paved areas that will be exposed to traffic, provide pavement restoration within the limits of the original cut using materials, compaction, and pavement thickness matching the excavated pavement material and thicknesses.

Method of Measurement:

The quantity of test holes will be measured by the number of EACH excavated.

Basis of Payment:

The quantity of test holes will be paid for at the Contract price per EACH. Price and payment will constitute full compensation for performing all the work described in these Special Provisions, as noted on the Plans, and/or as directed by the Engineer, and includes, excavation, backfill, backfilling, pavement restoration, disposal and removal, away from the site of the unsuitable materials, for all labor, tools, equipment, and incidentals necessary to complete the item.

401699 - QUALITY CONTROL/QUALITY ASSURANCE OF BITUMINOUS CONCRETE

.01 Description

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

.02 Bituminous Concrete Production – Quality Acceptance

(a) Material Production - Tests and Evaluations.

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

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

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

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

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

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

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

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

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

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

(b) Pavement Construction - Tests and Evaluations.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

.03 Payment and Pay Adjustment Factors.

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

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

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

(a) Material Production - Pay Adjustment.

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

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

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

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

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

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

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

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

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

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

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

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

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

| Table 3 - Quality Level Analysis by the Standard Deviation Method | | | | | | | |
|--|----------------------------------|--------------|--------------|--------------|--------------|--------------|--------------|
| PU or PL | QU and QL for "n" Samples | | | | | | |
| | n = 3 | n = 4 | n = 5 | n = 6 | n = 7 | n = 8 | n = 9 |
| 100 | 1.16 | 1.50 | 1.79 | 2.03 | 2.23 | 2.39 | 2.53 |
| 99 | - | 1.47 | 1.67 | 1.80 | 1.89 | 1.95 | 2.00 |
| 98 | 1.15 | 1.44 | 1.60 | 1.70 | 1.76 | 1.81 | 1.84 |
| 97 | - | 1.41 | 1.54 | 1.62 | 1.67 | 1.70 | 1.72 |
| 96 | 1.14 | 1.38 | 1.49 | 1.55 | 1.59 | 1.61 | 1.63 |
| 95 | - | 1.35 | 1.44 | 1.49 | 1.52 | 1.54 | 1.55 |
| 94 | 1.13 | 1.32 | 1.39 | 1.43 | 1.46 | 1.47 | 1.48 |
| 93 | - | 1.29 | 1.35 | 1.38 | 1.40 | 1.41 | 1.42 |
| 92 | 1.12 | 1.26 | 1.31 | 1.33 | 1.35 | 1.36 | 1.36 |
| 91 | 1.11 | 1.23 | 1.27 | 1.29 | 1.30 | 1.30 | 1.31 |

| | | | | | | | |
|----|------|------|------|------|------|------|------|
| 90 | 1.10 | 1.20 | 1.23 | 1.24 | 1.25 | 1.25 | 1.26 |
| 89 | 1.09 | 1.17 | 1.19 | 1.20 | 1.20 | 1.21 | 1.21 |
| 88 | 1.07 | 1.14 | 1.15 | 1.16 | 1.16 | 1.16 | 1.17 |
| 87 | 1.06 | 1.11 | 1.12 | 1.12 | 1.12 | 1.12 | 1.12 |
| 86 | 1.04 | 1.08 | 1.08 | 1.08 | 1.08 | 1.08 | 1.08 |
| 85 | 1.03 | 1.05 | 1.05 | 1.04 | 1.04 | 1.04 | 1.04 |
| 84 | 1.01 | 1.02 | 1.01 | 1.01 | 1.00 | 1.00 | 1.00 |
| 83 | 1.00 | 0.99 | 0.98 | 0.97 | 0.97 | 0.96 | 0.96 |
| 82 | 0.97 | 0.96 | 0.95 | 0.94 | 0.93 | 0.93 | 0.93 |
| 81 | 0.96 | 0.93 | 0.91 | 0.90 | 0.90 | 0.89 | 0.89 |
| 80 | 0.93 | 0.90 | 0.88 | 0.87 | 0.86 | 0.86 | 0.86 |
| 79 | 0.91 | 0.87 | 0.85 | 0.84 | 0.83 | 0.82 | 0.82 |
| 78 | 0.89 | 0.84 | 0.82 | 0.80 | 0.80 | 0.79 | 0.79 |
| 77 | 0.87 | 0.81 | 0.78 | 0.77 | 0.76 | 0.76 | 0.76 |
| 76 | 0.84 | 0.78 | 0.75 | 0.74 | 0.73 | 0.73 | 0.72 |
| 75 | 0.82 | 0.75 | 0.72 | 0.71 | 0.70 | 0.70 | 0.69 |
| 74 | 0.79 | 0.72 | 0.69 | 0.68 | 0.67 | 0.66 | 0.66 |
| 73 | 0.75 | 0.69 | 0.66 | 0.65 | 0.64 | 0.63 | 0.63 |
| 72 | 0.74 | 0.66 | 0.63 | 0.62 | 0.61 | 0.60 | 0.60 |
| 71 | 0.71 | 0.63 | 0.60 | 0.59 | 0.58 | 0.57 | 0.57 |
| 70 | 0.68 | 0.60 | 0.57 | 0.56 | 0.55 | 0.55 | 0.54 |
| 69 | 0.65 | 0.57 | 0.54 | 0.53 | 0.52 | 0.52 | 0.51 |
| 68 | 0.62 | 0.54 | 0.51 | 0.50 | 0.49 | 0.49 | 0.48 |
| 67 | 0.59 | 0.51 | 0.47 | 0.47 | 0.46 | 0.46 | 0.46 |
| 66 | 0.56 | 0.48 | 0.45 | 0.44 | 0.44 | 0.43 | 0.43 |
| 65 | 0.52 | 0.45 | 0.43 | 0.41 | 0.41 | 0.40 | 0.40 |
| 64 | 0.49 | 0.42 | 0.40 | 0.39 | 0.38 | 0.38 | 0.37 |
| 63 | 0.46 | 0.39 | 0.37 | 0.36 | 0.35 | 0.35 | 0.35 |
| 62 | 0.43 | 0.36 | 0.34 | 0.33 | 0.32 | 0.32 | 0.32 |

| Table 3 – Quality Level Analysis by the Standard Deviation Method | | | | | | | |
|--|----------------------------------|--------------|--------------|--------------|--------------|--------------|--------------|
| PU or PL | QU and QL for “n” Samples | | | | | | |
| | n = 3 | n = 4 | n = 5 | n = 6 | n = 7 | n = 8 | n = 9 |
| 61 | 0.39 | 0.33 | 0.31 | 0.30 | 0.30 | 0.29 | 0.29 |
| 60 | 0.36 | 0.30 | 0.28 | 0.27 | 0.27 | 0.27 | 0.26 |
| 59 | 0.32 | 0.27 | 0.25 | 0.25 | 0.24 | 0.24 | 0.24 |

| Table 4 - PWL Pay Adjustment Factors | | |
|---|---|---|
| PWL | Pay Adjustment Factor (%) Column B | Pay Adjustment Factor (%) Column C |
| 100 | +5 | 0 |
| 99 | +4 | -1 |
| 98 | +3 | -2 |

| | | |
|--------|-----------|-----------|
| 97 | +2 | -3 |
| 96 | +1 | -4 |
| 95 | 0 | -5 |
| 94 | -1 | -6 |
| 93 | -2 | -7 |
| 92 | -3 | -8 |
| 91 | -4 | -9 |
| PWL<91 | PWL - 100 | PWL - 100 |

(b) Pavement Construction - Pay Adjustments.

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

- Degree of compaction of the in-place material

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

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

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

| | | |
|--------|---------------|-------|
| 94.0 | 93.75 – 94.25 | 1 |
| 93.5 | 93.26 – 93.74 | 3 |
| 93.0 | 92.75 – 93.25 | 5 |
| 92.5 | 92.26 – 92.74 | 3 |
| 92.0 | 91.75 – 92.25 | 0 |
| 91.5 | 91.26 – 91.74 | 0 |
| 91.0 | 90.75 – 91.25 | -5 |
| 90.5 | 90.26 – 90.74 | -15 |
| 90.0 | 89.75 – 90.25 | -20 |
| 89.5 | 89.26 – 89.74 | -25 |
| 89.0 | 88.75 – 89.25 | -30 |
| 88.5 | 88.26 – 88.74 | -50 |
| =<88.0 | =<88.25 | -100* |

* or remove and replace it at Engineer's discretion

| Table 5A: Compaction Price Adjustment Other¹ Locations | | |
|--|---------------|---------------------------|
| Degree of Compaction | Range | Pay Adjustment Factor (%) |
| >= 97.0 | >= 96.75 | -100* |
| 96.5 | 96.26 – 96.74 | -5 |
| 96.0 | 95.75 – 96.25 | -3 |
| 95.5 | 95.26 – 95.74 | -2 |
| 95.0 | 94.75 – 95.25 | 0 |
| 94.5 | 94.26 – 94.74 | 0 |
| 94.0 | 93.75 – 94.25 | 0 |
| 93.5 | 93.26 – 93.74 | 1 |
| 93.0 | 92.75 – 93.25 | 3 |
| 92.5 | 92.26 – 92.74 | 1 |
| 92.0 | 91.75 – 92.25 | 0 |
| 91.5 | 91.26 – 91.74 | 0 |
| 91.0 | 90.75 – 91.25 | 0 |
| 90.5 | 90.26 – 90.74 | 0 |
| 90.0 | 89.75 – 90.25 | 0 |
| 89.5 | 89.26 – 89.74 | 0 |
| 89.0 | 88.75 – 89.25 | -1 |

| | | |
|---------|---------------|-------|
| 88.5 | 88.26 – 88.74 | -3 |
| 88.0 | 87.75 – 88.25 | -5 |
| 87.5 | 87.26 – 87.74 | -10 |
| 87.0 | 86.75 – 87.25 | -15 |
| 86.5 | 86.26 – 86.74 | -20 |
| 86.0 | 85.75 – 86.25 | -25 |
| 85.5 | 85.26 – 85.74 | -30 |
| 85.0 | 84.75 – 85.25 | -40 |
| 84.5 | 84.26 – 84.74 | -50 |
| =< 84.0 | =<84.25 | -100* |

* or remove and replace at Engineer's discretion

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

.04 Dispute Resolution.

Disputes or questions about any test result shall be brought to the attention of the Contractor and the Engineer within two operational days of reported test results. The following dispute resolution procedures will be used. The Engineer and the Contractor will review the sample quality, the test method, the laboratory equipment, and the laboratory technician. If these factors are not the cause of the dispute, a third party dispute resolution will be used.

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

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

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

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

Appendix A - Repairing Core Holes in Bituminous Asphalt Pavement

Description.

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

Materials and Equipment.

The following material shall be available to complete this work:

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

The following equipment shall be available to complete this work:

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

Construction Method.

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

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

Performance Requirements.

The Engineer will judge the patch on the following basis:

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

Basis of Payment.

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

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

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

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

Structural Number Calculations

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

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

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

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

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

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

Example:

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

Calculation:

For the Type B lift the calculation would be:

| | | |
|--------------|--------------|------|
| Existing HMA | $2 * 0.32 =$ | 0.64 |
| GABC | $7 * 0.14 =$ | 0.98 |
| | | 1.62 |

For the Type C lift the calculation would be:

| | | |
|----------------|----------------|------|
| Newly Placed B | $2.25 * 0.4 =$ | 0.90 |
| Existing HMA | $2 * 0.32 =$ | 0.64 |
| GABC | $7 * 0.14 =$ | 0.98 |
| | | 2.52 |

11/3/14

401752 – SAFETY EDGE FOR ROADWAY PAVEMENT

Description:

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

Construction Methods:

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

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

In bituminous concrete pavement sections, the contractor shall attach a device to the screed of the paver unit that confines the material at the end of the gate and extrudes the asphalt material in such a way that results in a compacted wedge shape pavement edge of 32 degrees (+/- 2 degrees). Contact shall be maintained between the device and the road shoulder surface. The device shall be manufactured so that it can be easily adjusted to transition at cross roads, driveways and obstructions without stopping the paver unit. The device's shape shall constrain the asphalt and cause compaction, as well as increase the density of the extruded profile.

In bituminous concrete pavement sections, the Transtech Shoulder Wedge Maker, Carlson Safety Edge End Gate or an approved equal shall be used to produce the safety edge. Contact information for these wedge shape compaction devices is listed below:

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

or

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

or an approved equal.

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

Method of Measurement:

Safety Edge will not be measured for payment.

Basis of Payment:

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

10/15/2013

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

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

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

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

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

.01 Description:

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

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

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

.02 Materials:

Use materials conforming to standard specifications 823.

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

a) **Asphalt Binder:**

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

| TEST Procedure | AASHTO REFERENCE | SPECIFICATION LIMITS |
|--------------------------|------------------|------------------------------|
| Temperature, °C | M 320 | Per Grade |
| Original DSR, G*/sin (δ) | T 315 | 1.00 - 2.20 kPa ¹ |
| RTFO DSR, G*/sin (δ) | T 315 | >= 2.20 kPa |
| PAV DSR, G*/ sin (δ) | T 315 | </=5000 kPa |
| BBR Creep Stiffness, S | T 313 | </= 300.0 kPa |
| BBR m-value | T 313 | >/=0.300 |

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

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

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

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

b) **Recycled Materials:**

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

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

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

c) **Shingles:**

RAS (Recycled Asphalt Shingles): Materials reclaimed from the shingle manufacturing process such as tabs, punch-outs, and damaged new shingles mechanically broken down with 100% passing the ½ in (12.5 mm) sieve. Shipping, handling, and shredding costs are incidental to the price of Superpave item.

Post-consumer shingles or used shingles are not acceptable. Fiberglass-backed and organic felt-backed shingles shall be kept separate. Both materials shall not be used in the same mixture at the same time. All shingles shall be free of all foreign material and moisture. The use of Recycled Asphalt Shingles will be considered for 115 gyration mix designs upon demonstration by the producer of adequate blending of the binder verified by laboratory testing on plant produced material.

d) Mineral Aggregate:

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

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

¹Coarse Aggregate Angularity is tested according to ASTM D5821.

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

³Clay Content is tested according to AASHTO T176.

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

⁵85/80 denotes that 85% of the coarse aggregate has one fractured face and 80% has two or more fractured faces.

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

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

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

e) **Mineral Filler:**

Conform to AASHTO M17.

f) **Warm Mix Additives:**

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

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

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

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

g) **Anti-stripping additives**

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

.03 Bituminous Concrete Production – Quality Control

(a) Process Control - Material Production Quality Control.

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

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

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

- Production Plant - make, type, capacity, and location.
- Production Plant Calibration - components and schedule; address documentation.
- Personnel - include name and telephone number for the following individuals:
- Person responsible for quality control.

- Qualified technician(s) responsible for performing the inspection, sampling, and testing.
- Person who has the authority to make corrective actions on behalf of the Contractor.
- Testing Laboratory - state the frequency of accuracy checks and calibrations of the equipment used for testing; address documentation.
- Load number of QC samples (1-10 if QA sample is not within trucks 1-10)
- Locations where samples will be obtained and the sampling techniques for each test
- Tests to be performed and their normal frequency; the following, at a minimum, shall be conducted:
 - Mixture Temperature: each of the first five trucks, and each load that is sampled for QC or acceptance testing.
 - Gradation analysis of aggregate (and RAP) stockpiles - one washed gradations per week for each aggregate stockpile; RAP: five gradations and asphalt cement contents for dedicated stockpiles where new material is not being added; one gradation and asphalt cement content test per week for stockpiles where material is continually being added to the stockpile.
 - Gradation analysis of non-payment sieves
 - Dust to effective asphalt calculation
 - Moisture content analysis of aggregates - daily.
 - Gradation analysis of the combined aggregate cold feed - one per year per mixture.
 - Bulk specific gravity and absorption of blended material - one per year per mixture.
 - Ignition Oven calibration - one per year per mixture.
 - Hot-Bins: one per year per mixture.
 - Others, as appropriate.
- Procedures for reporting the results of inspection and tests (include schedule).
- Procedures for dealing with non-compliant material or work.
- Presentation of control charts. The contractor shall plot the results of testing on individual control charts for each characteristic. The control charts shall be updated within on working day as test results for each subplot become available. The control charts shall be easily and readily accessible at the plant laboratory. The following parameters shall be plotted from the testing:
 - Asphalt cement content.
 - Volumetrics (air voids, voids in mineral aggregates [VMA])
 - Gradation values for the following sieves:
 - 4.75 mm (#4).
 - 2.36 mm (#8).
 - 0.075 mm (#200).
 - Operational guidelines (trigger points) to address times when the following actions would be considered:
 - Increased frequency of sampling and testing.
 - Plant control/settings/operations change.
 - JMF adjustment.
 - JMF change (See 401644 Section .04(a)(1)).
 - Change in the source of the component materials.
 - Calibration of material production equipment (asphalt pump, belt feeders, etc.).
 - Rejection of material.

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

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

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

The following steps will be taken for violations listed above:

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

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

(b) Material Production Test Equipment.

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

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

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

Maintain minimum calibration records for the referenced equipment:

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

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

(c) Material Production Test Methods

- AASHTO T312 - Preparing and Determining the Density of Hot Mix Asphalt (HMA) Specimens by Means of the Superpave 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

.04 Job Mix Formula (JMF)

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

- a) Development of JMF

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

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

Superpave Gyrotory Compactive (SGC) Effort:

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

Superpave Gyrotory Compactive (SGC) Effort:

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

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

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

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

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

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

Gradation Control Points:

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

TABLE 1

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

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

Gradation Classification

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

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

Plant Production Tolerances:

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

The proposed JMF shall include the following:

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

1. Job mix formula (JMF) design of the component materials and target characteristic values for each mixture proposed for use. The component materials design shall include designating the source and the expected proportion (within 1 percent for the aggregate components and within 0.1 percent for the other components) of each component to be used in order to produce workable bituminous concrete meeting the specified properties. Recycled Asphalt Pavement (RAP) is one individual aggregate component regardless of fractionation size. Recycled Asphalt Shingles (RAS) is a separate component from RAP.
2. The JMF target characteristic values include the mixing temperature range, core temperature range for gyration, the percentage of the asphalt cement component (both total and virgin), and the percentages of the aggregate amounts retained on the sieves to be addressed by the JMF as shown in Table 1.
3. Plot of the design aggregate structure on the FHWA Superpave 0.45 power chart showing the maximum density line and Superpave control points.
4. Plot of the three trial asphalt binder contents at +/- 0.5% gyratory compaction curves where the percent of maximum specific gravity (% of G_{mm}) is plotted against the log base ten of the number of gyrations (log (N)) showing the applicable criteria for N_i , N_d , and N_m .
5. Plot of the percent asphalt binder by total weight of the mix (P_b) versus the following:
 % of G_{mm} at N_d , VMA at N_d , VFA at N_d , Fines to effective asphalt binder (P_{be}) ratio, and unit weight (kg/m^2) at both N_d and N_m .
6. Summary of the consensus property standards test results for the design aggregate structure, summary of the source property standards test results for the individual aggregates in the design aggregate structure, target value of the asphalt binder content, and a table of G_{mm} of the asphalt mixture for the four trial asphalt binder contents determined according to AASHTO T209.
7. Test data with each JMF and tests performed by a Qualified Laboratory on representative materials, verifying the adequacy of the design. Refer to the specifications for each mix type in order to determine the design requirements. The JMF sieve percentage values shall conform to the ranges shown in Table 1.

For any mixture that has a 20% or greater failure rate on any combined volumetric criteria, the JMF will not be approved for use on Department contracts.

8. Provide raw material of each JMF so NCAT Ignition Oven calibration correction numbers can be established for the Engineers and Contractors ovens. The Engineer shall provide an ignition oven correction number for each JMF.

.05 Approval of JMF

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

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

a) Design Evaluation:

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

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

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

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

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

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

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

.06 Construction.

(a) Pavement Construction Test Equipment.

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

Weather Limitations.

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

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

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

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

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

Compaction:

(b) Pavement Construction - Process Control.

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

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

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

Repair all core holes in accordance with 401699 Appendix A.

Method of Measurement:

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

Basis of Payment:

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

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

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

12/7/2015

614508 - WATER MAIN AND ACCESSORIES

Description:

This work consists of furnishing, transporting, installing, and testing the proposed water service pipe and accessories in accordance with the locations, details and notes on the Plans, and as directed by the Engineer. The work shall be performed in accordance with these Special Provisions, DelDOT, the City of Newark Standard Specifications, and Suez Water Standard Specifications included as Appendix A with this Special Provision.

The Owner of the 6-inch and 12-inch DIP water main pipes on this project is 1743 Holdings, LLC. When referenced in these Special Provisions, or the City of Newark Standard Specifications, the Owner is intended to be represented by Mr. Vic Costa from 1743 Holdings, LLC (302) 831-7500.

The Owner of the 8-inch, 10-inch and 12-inch water main, meter vaults, and all associated valves, fittings, and hydrant on this project is City of Newark. When referenced in these Special Provisions, or the City of Newark Standard Specifications, the Owner is intended to be represented by Tom Coleman, Director of Public Works & Water Resources (320) 366-7000.

Any requirements included in the City of Newark Standard Specifications that are not addressed on the plans or by these Special Provisions, shall be performed in accordance with the applicable sections of the City of Newark Standard Specifications for items owned by 1743 Holdings, LLC and City of Newark.. The Contractor is advised to obtain and be fully acquainted with the applicable specifications of the City of Newark. Costs to comply are considered incidental to Item 614508

The Owner of the 20-inch water main, 12-inch connecting main to the city of Newark meter vault, and all associated valves, fittings, and hydrant on this project is Suez Water. When referenced in these Special Provisions, or the City of Newark Standard Specifications, the Owner is intended to be represented by Ted Harris of Suez Water (302) 252-3016.

Any requirements included in the Suez Water Standard Specifications that are not addressed on the plans or by these Special Provisions, shall be performed in accordance with the applicable sections of the Suez Water Standard Specifications for items owned by Suez Water. The Contractor is advised to obtain and be fully acquainted with the applicable specifications of the City of Newark. Costs to comply are considered incidental to Item 614508.

A "Breakout Sheet" is included in the contract to establish unit prices for the items listed below. The total of these unit prices multiplied by the estimated quantities will establish the total Lump Sum price to be submitted with the bid. Each listed item will be measured as a unit price item in the field. The final Lump Sum payment for Item 614508 will be adjusted by change order, either plus or minus, to match the final totals of all unit price items established in the Breakout Sheet. Failure to complete and submit the Breakout Sheet with the bid will cause the bid to be considered unresponsive.

General Requirements:

All materials and work, or part thereof, which are unsatisfactory as to any or all requirements of DelDOT and the City of Newark, and/or as specified herein, shall be removed and replaced or repaired in an acceptable manner by the Contractor at his/her own expense.

The Contractor shall guarantee that all workmanship, materials, and work performed under the contract, shall be in strict accordance with the Drawings, Specifications, and other Contract Documents. This guarantee shall be for a period of one year from and after the date of completion and acceptance of the work. The Contractor shall repair, correct or replace as required, promptly and without charge, all work, equipment and material, or parts thereof, which fail to meet the above guarantee, or which in any way fail to comply with or fail to be in strict accordance with the terms and provisions and requirements of the Contract during such one year period. In addition to the one-year warranty a Maintenance Bond representing 15% of the total price bid for Item 614508 shall be furnished to the Owner upon successful completion of the item and shall be in effect for three (3) Calendar Years. Costs to provide the warranty and furnish the Bond to be included in the Lump Sum price bid for item 614508.

Specifications:

All work for this item shall be in strict accordance with these Special Provisions and the Delaware Standard Specifications (Sections 106, 208.03, 208.04, 209.04, 209.08, 812.03 (Class B), and 813). In case of any conflict between the notes and details on the Contract Plans and Details, these Special Provisions, and the City of Newark Standards and Specifications; the Contract Plans and Details shall prevail.

Submittals:

The Contractor shall submit sources of supply and catalog cuts to DeIDOT for all materials furnished as part of Item 614508 as required by DeIDOT Standard Specifications Section 106.

The Contractor shall provide DeIDOT and the City of Newark with a set of as-built drawings for the on-site water distribution system including the following:

- Manufacturer's literature on the materials installed, including piping, fittings, valves, and hydrants
- A set of drawings showing the horizontal and vertical locations of the water main, service pipes, and valves. The drawings shall be delivered to the DeIDOT Area Engineer with two (2) hard copies and two (2) CDs with a Microstation (.dgn) drawing format. The Contractor shall be responsible for marking the construction drawings showing coordinates in accordance with the Delaware State Plane Coordinate System.
- A summary sheet listing the length and size of DIP water pipe installed, fittings, valves and additional items listed on the breakout sheet

All as-built documentation shall be submitted to DeIDOT within thirty (30) days after completion of the required work performed as applied for payment under this contract. If as-built documentation is not submitted to the satisfaction of the DeIDOT Area Engineer within this time frame, the work will be performed by DeIDOT and 10% of the cost for Item 614508 will be deducted from payments to the Contractor to cover the cost of the additional work.

Materials:

All the materials including pipe, fittings, valves, fire hydrants, and all other accessories as listed under this Special Provision, shall conform to the material and quality requirements of the DeIDOT Standard Specifications and City of Newark or Suez Water Specifications. The Contractor shall furnish all materials and equipment necessary for the complete and satisfactory construction of the water system, including but not limited to the fire hydrant, pipe, fittings, valves, and appurtenances. The Contractor shall be responsible for verifying dimensions for all materials (valves, fittings, pipe, etc.) for conformance with the Contract Drawings.

The Contractor shall transport, handle, and store pipe and fittings as recommended by the manufacturer. New pipe and fittings that are damaged before or during installation shall be repaired or replaced, as recommended by the manufacturer or required by DeIDOT. The costs of such repair or replacement shall be borne by the Contractor and be accomplished prior to proceeding with the project.

The Contractor shall deliver, store and handle other materials as required to prevent damage. Materials that are damaged or lost shall be repaired or replaced by the Contractor at no additional expense to DeIDOT.

Water Pipe

All water pipe, hydrants, valves, fittings and all appurtenances shall be new materials and shall be of the type, size, strength, and quality as shown on the plans and as specified by the City of Newark Delaware Public Works and Water Resources Department Summary of Specifications dated July 27, 2016, as specified herein and/or as indicated in the Special Provisions. The Contractor may be required to secure and deliver to the Engineer a written statement from the manufacturer assuring the quality and compliance to the applicable specification of all materials furnished and installed under this improvement project. This shall in no way relieve the Contractor of any responsibility as to the quality of materials furnished and installed.

Underground water main pipe shall be ductile iron manufactured in accordance with the requirements of AWWA C151 and conforming to AWWA C150. All pipe owned by 1743 Holdings and City of Newark shall be of minimum thickness of Class 52. All pipe owned by Suez Water shall be of minimum thickness of Class 56. The ductile iron pipe shall be centrifugally cast in lengths not less than 12 feet and no more than 20 feet, conforming to ANSI/AWWA C151/A21.51-81. The Contractor shall provide a minimum cover depth of 42 inches between finished grade and the top of the proposed pipe.

All joints shall be push on with locking gaskets unless otherwise indicated, conforming to the latest edition of AWWA C111 and shall be provided by the pipe manufacturer. Restrained joints or mechanical joints with retainer glands shall be provided at all fittings including caps, valves, tee and bends. All fittings shall be manufactured in accordance with the requirements of AWWA C110. Fittings shall be designed to withstand a minimum working pressure rating of 150 psi.

Below grade push on joint pipe shall be Tyton Joint Pipe, as manufactured by United States Pipe and Foundry Company, Fastite Joint Pipe as manufactured by American Cast Iron Pipe Company, or approved equal. Below grade restrained joint pipe and fittings shall be TR Flex, as manufactured by United States Pipe and Foundry Company, Flex-Ring, as manufactured by American Cast Iron Pipe Company, or approved equal. All below grade mechanical joint pipe and fittings shall be restrained with ductile iron retainer glands as manufactured by EBBA Iron Inc., Tyler Union, or approved equal.

The interior of all ductile iron pipe and fittings shall be cement lined in accordance with the requirements of ANSI/AWWA C104/121.4-80, double thickness. A bituminous seal coating shall be applied to the exterior of all pipe and fittings in accordance with AWWA C151 and shall meet EPA approval. Water main pipe shall be wrapped in V-Bio Enhanced Polyethylene Encasement manufactured by McWane Ductile or approved equal as determined by the Public Works and Water Resources Department.

Where required, the Contractor shall provide ductile iron specials, which may consist of spool pieces, closures, non-standard lengths of flanged mechanical joint, spigot end, or bell end pipe, or a combination of ends and non-standard fittings. The specials shall conform in material, thickness, and finish to the pipe in which they are installed. Tapped reinforced bosses shall be provided as an integral part of pipe or pipe fittings, if required.

Each pipe delivered to the construction site shall have clearly marked the weight, class designation, and sampling period. In addition, each pipe shall have cast on the face of the bell the manufacturer's mark and the year the pipe was produced.

The Contractor shall install pipe made of virgin materials. The new pipe shall be homogenous throughout and shall be free of visible cracks, holes, foreign material, blisters, or other faults.

All standards and specifications referenced shall be the latest edition and version thereof. This includes AWWA, ASTM, ANSI, NSF and Federal specifications and standards. All construction work related to the installation of potable water pipe shall be performed by a licensed and bonded Contractor. Permits and licenses must be obtained prior to construction.

Pipe Bedding Material

The pipe bedding material shall be Del. No. 57 stone in accordance with Section 813 of the DelDOT Standard Specifications with a minimum depth of six (6") inches as shown in the pipe trench details. The pipe bedding shall be installed and compacted prior to placing the proposed pipe.

Pipe Trench Backfill

Backfill material in the pipe trench shall conform to the requirements of Borrow, Type C in accordance with Section 209.04 of the DelDOT Standard Specifications. See trench details for more information.

Gate Valves

The proposed gate valves shall be ductile iron in accordance with AWWA C509 for Resilient Wedge Gate Valves. The valves shall have a ductile iron body, bonnet, and O-ring plate and the wedge shall be completed encapsulated with resilient material. The resilient sealing material shall be permanently bonded

to the wedge in accordance with ASTM D429. All internal parts shall be accessible without removing the body from the line and the waterway shall be smooth, unobstructed, and free of pockets, cavities and depressions in the seat area. The valve body, bonnet, and O-ring shall be coated internally and externally with fusion bonded thermosetting plastic in accordance with AWWA C550 and NSF 61. Each valve shall be suitable for water working pressures of 250 psig and shall pass a hydrostatic pressure factory test for 500 psig, in accordance with AWWA C509.

The non-rising stem (NRS) assembly shall be cast bronze with integral collars with two O-ring seals above the thrust collar and one O-ring below the thrust collar. Stem O-rings shall be replaceable with valve fully opened and subjected to full operating pressure. The operation nut shall be a 2-inch square wrench nut with an arrow showing the direction of opening and the word "OPEN" cast on the flange of the opening nut.

Each valve shall have the manufacturer's name, pressure rating, and year in which it was manufactured cast in the body. The gate valves shall be Mueller A-2360-20, H-2370-20, American 2500 series, or approved equal.

Tapping Sleeves and Valves

Proposed tapping sleeves shall be Mueller H-615 or Mueller Stainless H-304. Tapping Valves shall be Mueller T-2360-19, open left, or equal. Tapping sleeves rated at a minimum working pressure of 150 psi, and shall be capable of withstanding the rated working pressure without leakage past the side and end gaskets and no leakage at the junction of the two. Mechanical joint bolts, hexagonal nuts, rubber gaskets and all other accessories shall be in accordance with AWWA C111.

Insert Valve Valves

Insert valves shall be Romac Industries, Inc. InsertaValve, or approved equal. Insert valves shall be rated at a minimum working pressure of 150 psi and hydrostatic test pressure of 250 psi. Valves shall be vertically oriented.

Air Relief Valve

Air relief valves shall be in accordance with the Contract Drawings.

Slip Joint Valve Boxes

Each buried gate valve shall be provided with a cast iron, two piece, adjustable, slip-type valve box. Valve boxes shall be 5 ¼-inch shaft with a round base and shall be provided with extra deep covers with the word "WATER" cast on and an arrow indicating direction of opening. The length of valve boxes and size of base shall be adjusted to suit each particular installation and shall have approximately eight (8") inches of adjustment available after setting final grade. Valve boxes shall be Mueller H-10360, Tyler Union 6855 series, or approved equal.

Bolts, Nuts, and Rodding

All underground installed bolts, T-bolts, nuts and any rodding required shall be stainless steel, Type 316, meeting the requirement of ASTM A-536 for all water pipe fittings including mechanical joints, hydrants, valves, tees, bends, taps, etc. No other type of bolts, nuts or rodding will be allowed unless approved in writing by the Engineer. Bolt end protection shall be provided for all exposed bolt ends both inside and outside structures. Plastic caps for all bolt end protectors shall be shop or field filled with anticorrosion compound or lubricant. Approved manufacturers shall be Sap-Seal Products, Inc., Advanced Product & Systems, Inc., or approved equal.

Hydrants

Proposed fire hydrants shall conform to AWWA C502 in accordance with the most current edition of the Delaware State Fire Code. Hydrants shall be color coded in accordance with DSFPR Regulation 703, Chapter 3, Section 4. This includes both color coding the bonnet and 2-inch reflective tape around the barrel, under the top flange. Hydrant laterals shall be restraining tee, 6-inch resilient gate valve and box with 6-inch restrained ductile iron pipe. The muzzle arrangement shall be two 2 ½-inch hose connections and one 4 ½-inch pump connections, National Standard Thread. Operating nut shall be 1 ½-inch pentagon. Hydrants shall be Mueller A-423, Kennedy Valve Company K81D, or approved equal.

Construction Methods:

Water Mains

The construction of the water main shall be completed using open cut excavation.

Water pipe and fittings shall be placed with a minimum of 48 inches of ground cover from the top of pipe to finished grade. The laying and jointing of water pipe shall be in accordance with the requirements of DelDOT Standard Specifications and as stated herein. All pipe and fittings shall be thoroughly cleaned before laying, in accordance with AWWA Standard C601-81 or the now current standard, and shall be kept clean until acceptance of the work. No pipe may be installed except under the supervision of DelDOT's inspector.

At the close of the work each day, the end of the pipe shall be tightly closed to prevent dirt, foreign substances, or small animals from entering the line until laying is again resumed.

Pipe and fittings shall be carefully handled and lowered into the trench. Special care shall be taken to make sure all pipes are well bedded on solid foundation. Any defects due to settlement shall be made good by the Contractor at his/her expense.

Where the manufacturer's recommended pipe joint deflection is exceeded, mechanical joint bends shall be required and installed to the satisfaction of DelDOT at no extra expense.

No pipe shall be laid upon a foundation into which frost has penetrated, nor at any time when DelDOT shall deem that there is danger of frost penetration at the bottom of the excavation, unless all requirements as to the minimum length of open trench and promptness of refilling are observed. The Contractor shall keep all excavation free from water or other liquids during the progress of the work; and backfilling of trenches shall meet the applicable requirements of Sections 208 and 210 of the Standard Specifications.

Installation of ductile iron water pipe (DIP) and its appurtenances shall conform to the requirements of AWWA C600 Specifications, the Plans, Specifications and Special Provisions.

Trench Excavation and Backfill

Trench excavation and bedding preparations shall proceed ahead of pipe placement so as to permit proper placement and joining of the pipe and fittings at the prescribed grade and alignment without unnecessary hindrance. All foreign matter or dirt shall be removed from the inside of the pipe and fittings before they are lowered into position in the trench, and they shall be kept clean by approved means during and after laying. The water main materials shall be carefully lowered into laying position by the use of suitable restraining devices. Under no circumstances shall the pipe be dropped or dumped into the trench. At the time of pipe placement, the bedding conditions shall be such as to provide uniform and continuous support for the pipe between bell holes. Bell holes shall be excavated as necessary to make the joint connections, but they shall be no larger than would be adequate to support the pipe throughout its length. No pipe material shall be laid in water or when the trench or bedding conditions are otherwise unsuitable or improper. When placement or handling precautions prove inadequate, in the Engineer's opinion, the Contractor shall provide and install suitable plugs or caps effectively closing the open ends of each pipe section before it is lowered into laying position, and they shall remain so covered until removal is necessary for connection of an adjoining unit.

Pipe jointing and installation shall be completed in accordance with manufacturer's recommendations. Cutting of pipe, where required, shall be done in a neat and workmanlike manner using an abrasive cutting wheel or other means that will produce a smooth end normal to the pipe axis with the cement lining undamaged. Cut ends shall be beveled to avoid damage to the gasket. All pipe ends shall be thoroughly cleaned prior to jointing and only approved lubricants shall be used. As each length of bell and spigot pipe is placed in laying position, the spigot end shall be centered in the bell and the pipe forced home and brought to correct line and grade. The pipe shall be secured in place with approved backfill material, which shall be thoroughly compacted by tamping around the pipe to a height of at least 12 inches above its top. Any damage to the lining or exterior coating that occurs during the pipe cutting shall be repaired in the field per manufacturer's recommendations at the Contractor's expense.

The Contractor shall mechanically compact trenches in accordance with DelDOT standards. At all times when pipe laying is not in progress, including noon hour and overnight periods, all open ends of the pipe line shall be closed by watertight plugs or other means approved by the Engineer. If water is present in the trench, the seals shall remain in place until the trench is pumped completely dry. When connecting to existing stubs, the Contractor shall take every precaution necessary to prevent dirt or debris from entering the existing lines. All necessary work to make the connection shall be done at no additional compensation, except where noted otherwise.

Excavation shall be performed in accordance with Section 208 Excavation and Backfill for Pipe Trenches, except as amended herein. The bottom of the trench shall be carefully graded, cut true and even, so that the barrel of the pipe will have a bearing for the full length. The trenches for water mains shall be excavated to such depth as will provide pipe elevations as indicated on the water service pipe profile in the construction plans. The Contractor shall provide a bed of Del. No. 57 stone to be installed across the full width of the trench from the bottom of the pipe to a depth six (6) inches below the bottom of the pipe. Additional excavation shall be made under joints to allow for proper jointing. The trenches for water service connections shall be excavated to the minimum standard depth or to such depth as required to connect to existing mains or service pipes. Wherever the existing material at the bottom of the trench is unsuitable, as determined by the Engineer, the Contractor shall excavate and remove all unsuitable material, backfill and compact the trench bottom to the proposed grade using Del. No. 57 stone. All unsuitable excavated material shall be disposed of properly at an off-site location by the Contractor and at the Contractor's expense.

DelDOT shall have the right to limit the amount of trench opened in advance of pipe laid, and the amount of pipe laid in advance of backfilling. They shall be empowered at any time to require the refilling of open trenches over completed pipelines, if in their judgment such action is necessary and the Contractor shall therefore have no claims for extra compensation even though to accomplish such refilling, he/she is compelled to temporarily stop excavation or other work at any place.

If work is stopped on any trench or excavation for any reason and the excavation is left open for an unreasonable length of time, in the opinion of the Engineer, the Contractor shall, if so directed, refill such trench or excavation at his/her own expense and shall not again open said trench until he/she is ready to complete the work therein.

Pressure Testing

In order to assure quality materials and workmanship, the following tests shall be required. The Engineer or designee shall be present for all tests and shall be notified at least 48 hours in advance of the specific test. Testing shall be completed after all the utility pipes have been installed in the area to be tested and prior to commencement of the street construction. All tests shall be in accordance with AWWA standards or what is stated within this specification. Individuals qualified to perform and evaluate such tests shall do all testing. The Contractor shall pay for all tests required in these guidelines. Copies of the results shall be submitted to DelDOT. If inspection or test shows defects, including visible leaks, such defective work or material shall be replaced at the expense of the Contractor, and inspection and tests shall be repeated. All repairs shall be made with new material. Failure to meet the tests specified above will be sufficient cause to reject the work until the defects are satisfactorily repaired. All expenses and costs incurred in carrying out the specified tests shall be the Contractor's responsibility at no extra cost to DelDOT and shall be included in the lump sum price for Item 614508.

Hydrostatic pressure testing shall conform with AWWA C600, latest revision. Pressure testing shall be performed on all pipe, valves, hydrants, and fittings. The test shall be conducted on pipe segments from shut valve to shut valve or shut valve to restrained capped end in segments not exceeding 1,000 linear feet. The Contractor shall provide a suitable pump for applying pressure and an accurate gauge for measuring the pressure. The pipe shall be tested by applying one hundred fifty (150) pounds per square inch hydrostatic pressure for a period of four (4) hours with the DelDOT's inspector present and to the full satisfaction of the Engineer. Leakage shall not exceed 0.99 gallons per hour per 1,000 LF of pipe tested.

Successful pressure testing shall be performed prior to the installation of the water meter and the Contractor shall test against blind flanges installed in the water meter vault. All defects revealed by the tests shall be corrected at the Contractor's expense. Additional tests and repairs shall be continued by the Contractor until test requirements are met. Repairs to the system shall be made with new materials. No caulking of threaded joints, cracks, or holes will be acceptable. When it is necessary to replace pieces of pipe, the replacement pipe shall be of the same material and thickness as the defective piece. All piping shall be

adequately braced and supported during tests so that no movement, displacement or damage will result from the application of the test pressure. All equipment used in the testing shall be provided by the contractor.

Tapping Sleeve: Contractor shall furnish test plug on sleeve for field pressurization of sleeve, valve and tapping machine assembly before making tap.

Disinfection

The Contractor shall completely disinfect all new water service piping prior to connection to the existing system. Disinfection of the water system shall be performed in accordance with the latest edition of AWWA C601 and C651. The Contractor shall submit their selected form of chlorine and method of chlorination, in conformance with the latest edition of AWWA C651, to the Engineer for his/her record. The Contractor shall provide an adequate blow off for use in flushing system. Bacteria tests will be completed on water samples taken from the blow off.

Before the final connection is made, all surfaces of the new water service pipe and existing water service pipe that will be part of the closing joint, including all gaskets and glands, shall be thoroughly cleaned and treated with a 5% solution of sodium hypochlorite. Extreme care is to be exercised in order to prevent the entrance of any contaminants into the main. All expenses and cost incurred in carrying out the specified sterilization work shall be borne by the Contractor at no extra cost to DelDOT and shall be included in the lump sum contract price for the water service installation.

Bacteria Testing

The water service pipe shall be flushed of its concentrated chlorine from the initial filling and then shall sit for 24 hours prior to sampling for bacteria. The Contractor shall have water samples taken in the presence of DelDOT and analyzed by a certified laboratory. The laboratory's field technician shall collect the samples. A copy of the tests results must be sent to the Engineer for his/her records. The report must contain the project name and the location where the sample was taken, the parts per million (PPM) of chlorine for each sample, as well as whether they pass or fail. City crews will perform a final flush of the mains and place them in service after successful testing of the system.

Method of Measurement and Basis of Payment:

A Breakout Sheet attached to the Proposal lists the different elements of work or materials involved in completing this item. The Contractor shall fill in a unit price for each item and the cost (unit price times the proposed quantity). The Lump Sum cost for Item 614508 shall be derived from the total sum of the cost of all items listed. The Breakout Sheet shall be attached to the Bid Proposal. Each item will be measured as a unit price item in the field. The final Lump Sum payment for Item 614508 will be adjusted by change order, either plus or minus, to match the final totals of all unit price items established in the Breakout Sheet. Failure to submit the Breakout Sheet with the Bid Proposal will result in the bid being declared non-responsive and rejected.

The lump sum price bid for construction of all water main and accessory related items shall include and cover; the excavation of all materials encountered in the trenches, excavation of hot mix pavement and base course, if required, excavation and concrete thrust blocks for bends, valves, or other appurtenances that may be shown or required, concrete encasement, any excavation that may be necessary for sheeting or bracing the trench; the placing and removal or cutting off of sheeting or bracing; pumping, dewatering, or other disposal of water; furnishing and placing pipe bedding material; furnishing the backfill (including Type C borrow), backfilling, and removal of surplus material, required testing of all lines, protection of any existing Utilities if necessary, furnishing and placing detectable warning tape.

The Breakout unit price for furnishing and installing each new Fire Hydrants shall be measured as lump sum and shall include and cover furnishing all labor, materials, testing, and equipment necessary to complete the work required to include but not limited to: support and protection of existing utilities; furnishing and installing stone, buttresses, harnessing, and anchorages as required for fire hydrant assemblies. This item does not include the 6" valve and box or required piping. The Breakout unit price for furnishing and installing each Water Meter Pit shall be measured as lump sum and shall include and cover furnishing all labor, materials, testing, and equipment necessary to complete the work required to include but not limited to: support and protection of existing utilities; furnishing and installing stone, buttresses, harnessing, and anchorages as required for assembly. Water Meters are to be supplied by owners (City of Newark or Suez).

The Breakout unit price for furnishing and installing each Gate Valves shall be measured as lump sum and shall include and cover furnishing all labor, materials, testing, and equipment necessary to complete the work required to include but not limited to: support and protection of existing utilities; furnishing and installing stone, buttresses, harnessing, valve boxes and anchorages as required for assembly.

The Breakout unit price for furnishing and installing each Tapping Sleeve and Valves shall be measured as lump sum and shall include and cover furnishing all labor, materials, testing, and equipment necessary to complete the work required to include but not limited to: support and protection of existing utilities; furnishing and installing stone, buttresses, harnessing, valve boxes and anchorages as required for assembly.

The Breakout unit price for furnishing and installing each Insert Valves shall be measured as lump sum and shall include and cover furnishing all labor, materials, testing, and equipment necessary to complete the work required to include but not limited to: support and protection of existing utilities; furnishing and installing stone, buttresses, harnessing, valve boxes and anchorages as required for assembly.

The Breakout unit price for furnishing and installing each Air Relief Valves shall be measured as lump sum and shall include and cover furnishing all labor, materials, testing, and equipment necessary to complete the work required to include but not limited to: support and protection of existing utilities; furnishing and installing stone, buttresses, harnessing, valve boxes and anchorages as required for assembly.

The Breakout unit price for furnishing and installing each Mechanical Joint Tees be measured as lump sum and shall include and cover furnishing all labor, materials, testing, and equipment necessary to complete the work required to include but not limited to: support and protection of existing utilities; furnishing and installing stone, buttresses, harnessing, and anchorages as required for assembly.

The Breakout unit price for furnishing and installing each Vertical and Horizontal Bends be measured as lump sum and shall include and cover furnishing all labor, materials, testing, and equipment necessary to complete the work required to include but not limited to: support and protection of existing utilities; furnishing and installing stone, buttresses, harnessing, and anchorages as required for assembly.

The Breakout unit price for each Fire Hydrant Removal shall be measured as lump sum and shall include and cover furnishing all labor, materials, testing, and equipment necessary to remove the fire hydrant, cap, plug and buttress the existing line where required, restore the surrounding area, and other incidental work.

The Breakout unit price for furnishing and installing each Check Valve shall be measured as lump sum and shall include and cover furnishing all labor, materials, testing, and equipment necessary to complete the work required to include but not limited to: support and protection of existing utilities; furnishing and installing stone, buttresses, harnessing, valve boxes and anchorages as required for assembly.

The Breakout unit price for furnishing and installing each Reducer is to be measured as lump sum and shall include and cover furnishing all labor, materials, testing, and equipment necessary to complete the work required to include but not limited to: support and protection of existing utilities; furnishing and installing stone, buttresses, harnessing, and anchorages as required for assembly.

The Breakout unit price for furnishing and installing each Concrete Water Meter Vault shall be measured as lump sum and shall include and cover furnishing all labor, materials, testing, and equipment necessary to complete the work required to include but not limited to: support and protection of existing utilities; furnishing and installing stone, buttresses, harnessing, and anchorages as required for assembly.

The Breakout unit price for furnishing and installing each Pipe Support shall be measured as lump sum and shall include and cover furnishing all labor, materials, testing, and equipment necessary to complete the work required to include but not limited to: support and protection of existing utilities; furnishing and installing stone, buttresses, harnessing, and anchorages as required for assembly.

The Breakout unit price for furnishing and installing the Concrete Pad be measured as lump sum and shall include and cover furnishing all labor, materials, testing, and equipment necessary to complete the work required to include but not limited to: support and protection of existing utilities; furnishing and installing stone, buttresses, harnessing, and anchorages as required for assembly.

The Breakout unit price for furnishing and installing each Bollard shall be measured as lump sum and shall include and cover furnishing all labor, materials, testing, and equipment necessary to complete the work required to include but not limited to: support and protection of existing utilities; furnishing and installing stone, buttresses, harnessing, and anchorages as required for assembly.

The Breakout unit price for Steel Casing Pipe shall be measured per linear foot and shall include and cover furnishing all labor, materials, testing, and equipment necessary to complete the work required to include but not limited to: casing spacers, support and protection of existing utilities; furnishing and installing stone, buttresses, harnessing, and anchorages as required for assembly.

The Breakout unit price for furnishing and installing each Tapping Valves with Box shall be measured as lump sum and shall include and cover furnishing all labor, materials, testing, and equipment necessary to complete the work required to include but not limited to: support and protection of existing utilities; furnishing and installing stone, buttresses, harnessing, valve boxes and anchorages as required for assembly.

The Breakout unit price for furnishing and installing each Temporary Blow Off Assembly shall be measured as per each and shall include and cover furnishing all labor, materials, testing, and equipment necessary to complete the work required to include but not limited to: support and protection of existing utilities; furnishing and installing stone, buttresses, harnessing, valve boxes and anchorages as required for assembly.

The measurement of payment for the "Water Main System" shall be for the supply and installation of the materials listed in the breakout sheet in accordance with the units indicated. Payment for this item shall consist of all labor, materials and equipment required to furnish and install the complete "Water Main System" to the respective size(s) and depth(s) as required and shown on the Contract Drawings.

A percentage of the total Lump Sum bid price will be paid based on the work performed in each pay period. The percentage will be calculated by multiplying the total units of each completed Breakout Item times the appropriate unit price; then adding the total dollars of completed work, divided by the total Lump Sum bid price for item 614518, Water Main and Accessories. Final payment may result in less than 100% of the total Lump Sum based on actual work performed. Should the Lump Sum total be exceeded, additional funds will be added by Change Order based on the best available estimate at the time. DelDOT reserves the right to delete from the Contract one or more items listed and the right to add or subtract from the quantity of each item. There will be no extra compensation or increase in unit prices in the breakout sheet if such additions and/or deletions are made to the quantities.

DelDOT reserves the right to delete from the Contract one or more items listed in the breakout sheet and the right to add or subtract from the quantity of each item. The total price to be paid will be adjusted in accordance with the Contractor's unit prices as required above. There will be no extra compensation or increase in unit prices in the breakout sheet if such additions and/or deletions are made to the quantities.

2/10/17

708537 - REMOVE CATCH BASIN

Description:

This work consists of removal and disposal of existing catch basins where specified on the Plans.

Material and Construction Methods:

The existing catch basin shall be removed entirely where specified on the Plans. This may require removal of a portion of pipe connected to the catch basin. The pipe shall be removed to the nearest joint or cut as directed by the Engineer. The existing pipe shall be plugged with concrete where specified on the Plans. The catch basin, including grates and excess pipe, shall be disposed of by the Contractor. The hole where the catch basin was removed shall be backfilled with Type 'C' borrow and compacted in accordance with Section 208.04.

Method of Measurement:

The quantity of catch basins removed will be measured as the actual number of catch basins removed and accepted.

Basis of Payment:

The quantity of catch basins removed will be paid for at the Contract unit price per each. Price and payment will constitute full compensation for removal and disposal of the catch basin, including grates, excavation, backfilling the hole, all materials, including backfill, plugging the existing pipes, and for all labor, equipment, tools and incidentals necessary to complete the item.

6/11/02

708599 - ELECTRIC DUCTBANK AND MANHOLE SYSTEM

Description:

This work consists of furnishing, transporting and installing the electric ductbank and manhole system and accessories in accordance with the locations, details and notes on the Plans, and as directed by the Engineer. The work shall be performed in accordance with these Special Provisions, Delaware Standard Specifications, and the requirements of the Standards and Specifications of the Owner of the electric utility, City of Newark Electric. In case of conflict between these Special Provisions, Delaware Standard Specifications, and the Standards and Specifications of the Owner of the Utility, the Standards and Specifications and all other requirements of the Owner of the utility shall prevail.

Submittals:

Prior to ordering of any material and the beginning of any work, the Contractor shall submit sources of supply and catalog cuts to DelDOT for all materials furnished as part of Item 708599 as required by DelDOT Standard Specifications Section 106. The Contractor shall submit shop drawings to the Engineer in accordance with Section 105.04 of the Standard Specifications, including all pertinent working drawings, design calculations, and erection methods for review and approval of the proposed precast concrete manholes. Any fabrication done prior to approval of the shop drawing submittal will be at the Contractor's own risk. The Contractor shall prepare and submit the working drawings, design calculations, and erection methods for review and approval shortly after the contract award by DelDOT. Any delay in submission and acceptance of a proposed design will not extend the contract time.

The Contractor shall provide DelDOT and the City of Newark with a set of as-built drawings for the on-site electric ductbank system including the following:

- Manufacturer's literature on the materials installed, including conduit and fittings
- A set of drawings showing the horizontal and vertical locations of the electric conduit and manholes. The drawings shall be delivered to the DelDOT Area Engineer with two (2) hard copies and two (2) CDs with a Microstation (.dgn) drawing format. The Contractor shall be responsible for marking the construction drawings showing coordinates in accordance with the Delaware State Plane Coordinate System.
- A summary sheet listing the length and size of PVC pipe installed, fittings, manholes and additional items listed on the breakout sheet.

All as-built documentation shall be submitted to DelDOT within thirty (30) days after completion of the required work acceptably performed for payment under this contract. If as-built documentation is not submitted to the satisfaction of the DelDOT Area Engineer within this time frame, the work will be performed by DelDOT and 10% of the cost for Item 708599 will be deducted from payments to the Contractor to cover the cost of the additional work. Excavation support systems shall be submitted and signed by a Professional Engineer licensed in the State of Delaware.

Materials:

The Contractor shall be responsible for providing materials including conduit, fittings, manholes and manhole foundations, and all other appurtenances necessary to construct the proposed ductbank and manhole system as shown on the Plans.

All the materials including manholes, conduit, fittings, and all other accessories as listed under this Special Provisions, shall conform to the material and quality requirements of the Standards and Specifications of the Owner of the utility. The Owner shall have the right to inspect and reject the materials, if his specifications requirements are not met. It is recommended that the Contractor should contact the Owner of the utility (Rick Vitelli 302-366-7050) and get himself familiarized with the applicable requirements of the materials required under this contract before submitting his bid.

- A. Conduit and Fittings: Non-metallic conduits shall be PVC schedule 40 meeting DelDOT Standard Specification Section 745. Fittings shall be from the same manufacturer as conduit, solvent type.

- B. Marker tape shall be plastic, vinyl, or mylar, 6 inches wide, red for electrical power and labeled to indicate the type of circuit buried below.
- C. Non Metallic Spacers: Nonmetallic spacers shall be Carlon, Kraloy, or equivalent and shall be sized according to the conduit being held.
- D. Portland Cement Concrete required for concrete encasement shall be Class B, and shall conform to Section 812 of the Delaware Standard Specifications.
- E. Manholes to be furnished by Contractor. Sealing compound to be furnished by supplier. The proposed concrete manholes shall be precast reinforced Portland Cement Concrete (PCC), Class A (4,500 psi) in accordance with the Section 812 of the DelDOT Standard Specifications and the plan details. The manholes shall be 6'x10' concrete vaults with a standard 36" manhole frame and cover. The concrete vault shall be manufactured in accordance with the construction details and details by A.C. Miller Concrete Products, Inc., Gillespie Precast, or approved equal.
 - 1. Del. No. 57 stone base shall conform to the requirements of Section 302 of the Delaware Standard Specifications.
 - 2. Reinforcement shall conform to the requirements of State of Delaware Standard Specifications Sections 603 and 604.

General Requirements:

Any and all emergency repairs required due to this project's construction during the period of this contract shall be the responsibility of the Contractor. The Owner will notify the Contractor by telecommunication and the Contractor shall be required to attend the repair immediately. In the event the Owner is unable to contact the Contractor for immediate emergency repair work in length of time as determined by the Owner, the Owner reserves the right to attend to any or all emergency repair work, and to submit the costs of repair directly to the Contractor for complete payment.

All materials and work, or parts thereof, which are unsatisfactory as to any or all requirements of the Owner or the Engineer, and/or as specified herein, shall be removed and replaced or repaired in an acceptable manner by the Contractor at his own expense.

The Contractor shall guarantee that all workmanship, materials, and work performed under the contract, shall be in strict accordance with the Drawings, Specifications, and other Contract Documents. This guarantee shall be for a period of one year from and after the date of completion and acceptance of the work. The Contractor shall repair, correct or replace as required, promptly and without charge, all work, equipment and material, or parts thereof, which fail to meet the above guarantee, or which in any way fail to comply with or fail to be in strict accordance with the terms and provisions and requirements of the Contract during such one-year period. In addition to the one-year warranty a Maintenance Bond representing 15% of the total price bid for Item 708599 shall be furnished to the Owner upon successful completion of the item and shall be in effect for three (3) Calendar Years. Costs to provide the warranty and furnish the Bond to be included in the Lump Sum price bid for item 708599.

Construction Methods:

All work in connection with construction of electric ductbank and manhole system shall conform to the applicable requirements of the Standard Specifications of the Owner of the utility, except as modified by the Plans and these Special Provisions. In case of conflict, the Specifications of the Owner of the utility shall prevail.

A. PVC CONDUIT

All conduit shall be thoroughly cleaned and inspected before they are laid and shall be kept clean until the completed work is accepted. The excavation and backfill for the pipe shall be performed in accordance with the applicable requirements of Sections 208, 210, and 612 of the State of Delaware Standard Specifications, unless otherwise modified on the Plans, or in conflict with the requirements of the Owner. If there is a conflict between the Delaware Standard Specifications (including these Special Provisions) and the Specifications of the Owner, the latter will prevail. The Contractor is advised to obtain and be fully acquainted with the applicable specifications of the Owner. The pipe shall be installed at the locations and to the lines, grades, and dimensions shown on the Plans or as directed by the Engineer.

The trenches for electric ductbanks shall be excavated to the elevations shown on the Plans or to the minimum standard depth where not specified on the Plans, provided they are coordinated with proposed crossing facilities to minimize impacts to proposed and existing facilities. Trench width shall be as shown on plans. The Contractor shall keep all excavation free from water or other liquids during the progress of the work. During backfill of the sewer, the Contractor shall install the specified warning tape at a depth of 18" below finished grade or as directed and approved by the Engineer/Owner.

If work is stopped on any trench or excavation for any reason and the excavation is left open for an unreasonable length of time (in the opinion of the Engineer) in advance of construction, the Contractor shall, if so directed, refill such trench or excavation at his own expense and shall not again open said trench until he is ready to complete the work therein.

All conduit and fittings shall be thoroughly cleaned before laying, and shall be kept clean until acceptance of the work.

Wherever PVC conduit requires cutting in the field, the work shall be done in a satisfactory manner with approved tools, all in accordance with the manufacturer's recommendations. Conduit shall be saw cut, with all cut ends perpendicular to conduit centerline, smooth and free of burrs and fins.

No pipe shall be laid upon a foundation into which frost has penetrated nor at any time when the Engineer shall deem that there is danger of the formation of ice or the penetration of frost at the bottom of the excavation, unless the minimum length of open trench and promptness of refilling are observed.

At the close of the work each day, the end of the conduit shall be tightly closed to prevent dirt, foreign substances, or small animals from entering the line until laying is again resumed.

Conduit and fittings shall be carefully handled and lowered into the trench. Special care shall be taken to make sure all conduits are well bedded on a solid foundation. Any defects due to settlement shall be made good by the Contractor at his expense.

All electric conduit shown on drawings shall be mandreled using a device ¼ inch smaller than the duct inside diameter, or foam carrier for plastic/fiberglass duct, swabbed and observed by the City of Newark representative before acceptance. Duct through which mandrel will not pass shall be re-laid as directed by Delmarva Electric and re-tested to City of Newark satisfaction, all for which additional compensation will not be allowed. Leave polypull rope or equivalent, secured at each end, in all completed ducts.

Conduit sections between manhole or terminal points shall be laid in basically horizontal layers within the limitations imposed by the trench. Configurations will be as specified by the drawings. Conduit shall not contain traps between manholes where water may accumulate and shall slope downward toward manholes.

All 90 degree elbows and factory bends shall be the extended radius type with a 48-inch radius to allow for cable installation. Bends or curves shall be kept to a minimum radius of 48 inches unless preformed factory-fabricated sweeps or bends are used.

Standard size ducts as specified by the drawings, shall be used. Standard couplings or joints for the types of conduit being installed shall be used. Joints or couplings shall be staggered. Bring conduit to the shoulder of the fittings and fasten securely using cement recommended by the manufacturer. Wipe nonmetallic conduit dry and clean before joining, apply full even coat of cement to entire area inserted in fitting and allow to cure for 20 minutes, minimum.

Ducts entering manholes shall be terminated with the bell ends set flush with the inside face of manhole walls and in accordance with City of Newark Electric standards and details. Install temporary plugs to protect installed conduit from entrance of liquids and debris. Contractor shall be responsible for the concreting-in or mortaring-in of the bell ends.

Conduit shown to be terminated above ground or at poles shall be coupled to a 90 degree PVC Schedule 40 bend and capped or plugged. Clean conduit and leave polypull rope as specified.

B. PRECAST CONCRETE MANHOLES

Precast concrete manhole boxes shall be placed in accordance with the manufacturer's recommendations. The excavation depth and width will be governed by the top of manhole elevation as shown on the contract drawings and the size of manhole to be installed. Excavate and remove to depths shown on drawings, coordinate excavation as necessary to support the delivery and placement of manhole. Provide sheeting and shoring of the excavation as required.

Furnish and install ladder and 36" frame and cover with Newark Electric marked on lid. Install ground wire as required by the City of Newark.

Method of Measurement:

The measurement of payment shall be for the supply and installation of the materials listed in the breakout sheet in accordance with the units indicated as Each and the number of Linear Feet of conduit(s) of specified diameter(s) excluding the portion of conduit inserted inside the accessories installed in place, complete and accepted.

The electric manholes shall be measured by each manhole installed. The unit prices in the breakout sheet per each actually installed under this item shall include and cover furnishing all labor, materials, and equipment necessary to complete the work required; to include, but not limited to; furnishing, and installing electric manholes; excavation and backfill using Borrow Type C to the limits shown on the Contract Drawings; manhole steps as needed; manhole benches and grouting; manhole frame and covers including pre-cast concrete grade rings as required, ladders, ground wires; and all incidentals for satisfactory completion of the work for an electric ductbank system.

Price and payment for all breakout items listed as part of Item 708599 include stone bedding, excavation, excavation of hot-mix pavement and base course, if required, dewatering, furnishing, installing, and removing sheeting, shoring, or trench boxes to meet OSHA requirements; backfill (including furnishing Type C Borrow), backfilling, and Testing to meet the requirements of the Owner. Also included in all items are, where necessary, tracing wire, and detector tape per Owner's requirements.

Basis of Payment:

The quantity of electric ductbank and manhole system will be paid for at the Contract lump sum price. Price and payment shall constitute full compensation for furnishing, transporting and installing the conduit, fittings, and manholes and for all labor, equipment, tools and necessary incidentals to achieve and accept the electrical conduit system.

A percentage of the total Lump Sum bid price will be paid based on the work performed in each pay period. The percentage will be calculated by multiplying the total units of each completed Breakout Item times the appropriate unit price; then adding the total dollars of completed work, divided by the total Lump Sum bid price for Item 708599, Electric Ductbank and Manhole System. Final payment may result in less than 100% of the total Lump Sum based on actual work performed. Should the Lump Sum total be exceeded, additional funds will be added by Change Order based on the best available estimate at the time. DelDOT reserves the right to delete from the Contract one or more items listed and the right to add or subtract from the quantity of each item. There will be no extra compensation or increase in unit prices in the breakout sheet if such additions and/or deletions are made to the quantities.

A breakout sheet attached to the Proposal lists the different elements of work or materials involved in completing this item. The Contractor shall fill in a unit price for each item and the cost (unit price times the proposed quantity). The Lump Sum cost for Item 708599 shall be derived from the total sum of the cost of all items listed. The breakout sheet shall be attached to the Bid Proposal. Each item will be measured as a unit price item in the field. The final Lump Sum payment for Item 708599 will be adjusted by change order, either plus or minus, to match the final totals of all unit price items established in the Breakout Sheet. Failure to submit the breakout sheet with the Bid Proposal will result in the bid being declared non-responsive and rejected.

708652 - REMOVE EXISTING MANHOLE

Description:

This work consists of removal and disposal of existing manhole(s) where specified on the Plans.

Material and Construction Methods:

The existing manhole shall be removed entirely where specified on the Plans. This may require removal of a portion of pipe connected to the manhole. The pipe shall be removed to the nearest joint or cut as directed by the Engineer. The existing pipe shall be plugged with concrete where specified on the Plans. The manhole, including manhole cover and excess pipe, shall be disposed of by the Contractor. The hole where the catch basin was removed shall be backfilled with Type 'C' borrow and compacted in accordance with Section 208.04.

Method of Measurement:

The quantity of manhole removed will be measured as the actual number of manhole removed and accepted.

Basis of Payment:

The quantity of manhole removed will be paid for at the Contract unit price per each. Price and payment will constitute full compensation for removal and disposal of the manhole, including manhole cover, excavation, backfilling the hole, all materials, including backfill, plugging the existing pipes, and for all labor, equipment, tools and incidentals necessary to complete the item.

6/11/02

710501 - CONVERTING EXISTING CATCH BASIN TO MANHOLE

Description:

This work consist of furnishing all materials, and constructing a manhole from an existing catch basin in accordance with the locations, notes and details shown on the Plans, and as directed by the Engineer.

Materials and Construction Methods:

Materials and construction methods shall conform to the applicable requirements of Section 708 of the Standard Specifications, and as specified on the Plans.

Portland Cement Concrete shall meet the requirements of Class B, Section 812 of the Standard Specifications.

Method of Measurement:

The quantity of catch basins converted to manholes will be measured as the number of catch basins converted to manholes and accepted.

Basis of Payment:

The quantity of catch basins converted to manholes will be paid for at the Contract unit price per each. Price and payment will constitute full compensation for constructing the manhole from the existing catch basin, for all materials including reinforcing steel, cover & frames and for all labor, equipment, tools, and incidentals necessary to complete the item. The cost for salvaging and delivering gratings to the location as specified on the Plans shall be included in the unit price bid for the item.

7/9/02

720533 - PERMANENT WOOD BARRICADE

Description:

This work consists of furnishing all materials, constructing, and erecting permanent, pressure treated wood barricades at the locations shown on the Plans, in accordance with the details shown on the Plans, and as directed by the Engineer.

Materials:

Lumber shall be yellow pine or fir, No. 1 common, Surfaced four Sides (S4S) or as shown on the Plans. Preservative oil for the preservative treatment of the wood posts shall be a waterborne preservative, chromated copper arsenate (CCA), in accordance with Section 814 of the Standard Specifications. Sign panels for the object markers shall be 18 inches by 18 inches consisting of aluminum sheet type conforming to ASTM Designation B209 (alloy 6061-T6 or 5052-H38). The minimum panel sheet thickness shall be 0.125 inches. All sign panels shall be fully reflectorized unless otherwise indicated on the Plans. Sign sheeting for the barricade rails shall be red and white wide-angle, prismatic, retroreflective sheeting. Sign sheeting for the object markers shall be red wide-angle, prismatic, retroreflective sheeting. The coefficients of retroreflection, Ra, shall not be less than the minimum values specified in Table 1 for Type IX grade, when tested in accordance with ASTM E-810.

**Table 1: Type IX Grade
Minimum Coefficient of Retroreflection
(cd/lux/m²)**

| <u>Red</u> | | | | <u>White</u> | | | |
|--------------------------|-----------------------|------|------|--------------------------|-----------------------|------|------|
| Observation Angle | Entrance Angle | | | Observation Angle | Entrance Angle | | |
| | -4.0 | 30.0 | 45.0 | | -4.0 | 30.0 | 45.0 |
| 0.1 | 130 | 74 | 24 | 0.1 | 660 | 370 | 120 |
| 0.2 | 98 | 65 | 26 | 0.2 | 380 | 225 | 90 |
| 0.5 | 70 | 32 | 10 | 0.5 | 275 | 135 | 35 |
| 1.0 | 20 | 11 | 3 | 1.0 | 80 | 45 | 10 |

Hardware shall be of steel conforming to the requirements of ASTM A 307 and Section 601. Bolts, nuts, and washers shall be galvanized conforming to the requirements of AASHTO M 232/M 232M.

Concrete for footings shall meet the requirements of Section 812, Class B. Graded aggregate base course, Type B shall meet the requirements of Section 302.

Construction Methods:

Fabrication shall be in accordance with the details shown on the Plans.

All sides, bottoms, and tops of the wood posts and rails shall be treated with a preservative treatment in accordance with subsections 618.06 and of the Standard Specifications.

Method of Measurement:

The quantity of wood barricades will be measured as the actual number of wood barricades constructed, permanently placed, and accepted.

Basis of Payment:

The quantity of wood barricades will be paid for at the Contract price per each. Price and payment will constitute full compensation for furnishing and installing all materials, including hardware, retroreflective sheeting, sheet aluminum sign panels, preservative treatment, concrete footings, excavation and backfilling for footings, graded aggregate base course, and for all labor, equipment, tools, and incidentals necessary to complete the work.

10/20/08

727519 - RELOCATE CHAINLINK FENCE

Description:

This work consists of furnishing any required new materials and resetting the chain link fence shown on the Plans. The fence shall be reset at locations as directed by the Engineer. Footings shall conform to the detail shown on the Plans.

Materials:

All materials lost or in any way damaged shall be replaced with new material matching the present fences. Concrete for the new post footings for the fences shall conform to Section 812, Class B, Portland Cement Concrete.

Construction Methods:

The fences shall be reset true to line and grade. The elevation of the top of the fences shall be uniform. Necessary grading to accomplish these requirements shall be performed by the Contractor as part of the Contract.

Method of Measurement:

The quantity of relocated chain link fence will be measured the actual number of linear feet (meters) of fence relocated and accepted, measured in place along the line of the fence in the area of relocation only.

Basis of Payment:

The quantity of relocated chain link fence will be paid for at the Contract price per linear feet (meter). Price and payment will constitute full compensation for resetting the present fence, clearing the line of the fence, grading the area to conform to the contours of the adjacent area, furnishing and placing concrete for posts and for any backfill required, furnishing and placing all materials required to make any repairs to the existing fences and in resetting the fence, and for all labor, equipment, tools, and incidentals necessary to complete the item.

3/14/02

727548 - PORTABLE CHAINLINK FENCE

Description:

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

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

Materials and Construction Methods:

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

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

Method of Measurement:

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

Basis of Payment:

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

8/30/16

727549 - RELOCATE PORTABLE CHAINLINK FENCE

Description:

The work consists of relocating the Portable Chainlink Fence at the job site to locations indicated on the Plans and/or as directed by the Engineer.

After the completion of the project, the Portable Chainlink Fence shall become the property of the Contractor and shall be removed from the project site.

Materials and Construction Methods:

The relocations under this item shall be made once the initial placements of Portable Chainlink Fence are completed and accepted under the item 727548 – Portable Chainlink Fence.

The Contractor shall submit the relocations of Portable Chainlink Fence to be used during each stage of construction to the Engineer as part of the maintenance of pedestrian access plan for approval. The Engineer shall approve the condition of the relocated Temporary Fence materials prior to installation.

The relocation(s) may be made for temporary storage at the job site for later use, or relocation(s) required by the plans and/or as directed by the Engineer at the construction site.

The cost of minor alterations required as a result of relocating the temporary fence to other locations on the project site is included in the unit price for this item. No additional payment shall be made for this work.

Method of Measurement:

The quantity of Portable Chainlink Fence relocated will be measured in linear feet of Portable Chainlink Fence relocated.

Basis of Payment:

The quantity of Portable Chainlink Fence relocated will be paid for at the Contract unit price per linear foot. Price and payment will constitute full compensation for relocating and repositioning the Portable Chainlink Fence, temporary storage at the job site, maintenance, for all labor, tools, equipment, material and necessary incidentals to complete the work.

2/22/10

- 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

- 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

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

Description:

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

Materials:

All conduits shall be UL listed.

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

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

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

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

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

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

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

Condulets for conduit sizes - material shall match the adjoining conduit

Anchors - A 307, Galvanized per A 153

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

End caps - material shall match the adjoining conduit

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

Construction Methods:

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

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

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

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

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

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

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

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

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

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

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

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

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

Installation Of Conduit Under Existing Pavement, Directional Bore -

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

Installation Of Conduit Under Existing Pavement, Open Cut -

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

Installation Of Conduit Under New Pavement, Unpaved Trench -

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

Installation Of Conduit On Structure -

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

Installation of Nonmetallic Riser Shield or Flexible Metallic Liquidtight Conduit -

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

Method of Measurement:

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

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

Basis of Payment:

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

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

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

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

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

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

7/20/15

746517 - ALUMINUM LIGHTING STANDARD WITH SINGLE DAVIT ARM, 30' POLE
746518 - ALUMINUM LIGHTING STANDARD WITH SINGLE DAVIT ARM, 35' POLE
746519 - ALUMINUM LIGHTING STANDARD WITH SINGLE DAVIT ARM, 40' POLE
746520 - ALUMINUM LIGHTING STANDARD WITH DOUBLE DAVIT ARM, 30' POLE
746521 - ALUMINUM LIGHTING STANDARD WITH DOUBLE DAVIT ARM, 35' POLE
746522 - ALUMINUM LIGHTING STANDARD WITH DOUBLE DAVIT ARM, 40' POLE
746618 - ALUMINUM LIGHTING STANDARD WITH SINGLE DAVIT ARM, 45' POLE
746628 - ALUMINUM LIGHTING STANDARD WITH SINGLE DAVIT ARM, 15' POLE

Description:

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

Materials and Construction Methods:

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

Lighting standards shall meet or exceed the requirements of the latest edition of AASHTO "Standard Specifications for Structural Supports for Highway Signs, Luminaires and Traffic Signals" based on 90 mph (145 km/hr) wind loads, luminaire weight of 70 lb (32 kg), and a luminaire projected area of 3 ft² (0.3m²). The light pole design shall also consider a combined security camera and associated equipment weight of 70 lb (32 kg) and a security camera and associated equipment projected area of 6.2 ft² (0.58 m²) mounted at 20 feet on the pole. Computations signed and sealed by a registered PE licensed in the State of Delaware demonstrating conformance with AASHTO Specifications, with the year of the edition specified, shall be submitted to the Delaware Department of Transportation.

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

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

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

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

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

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

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

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

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

Before any work, begins the Contractor shall submit documents showing that the breakaway device meets the current AASHTO Breakaway Design. For breakaway installations, the standard shall electrically disconnect from the supply wire at the foundation when knocked down by an errant vehicle or from some other cause.

Luminaire:

The following specifications apply for projects or lighting standards using Light Emitting Diode (LED) Luminaires.

This work consists of furnishing and installing light emitting diode (LED) luminaires with wattages and lumen outputs as shown on the plans on Lighting Standards, in accordance with this specification, as shown on the plans and as directed by the Engineer.

The complete luminaire shall be a LED type powered from a multi-volt, 60 hertz source. The luminaire shall have a heavy-duty die-cast aluminum alloy housing with a polyester powder aluminum finish. The luminaire shall utilize a 4 bolt mounting connection to a horizontal tenon of 1.9" to 2 3/8" outer diameter. 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 -40°C.

The fixture's lumen output and light distribution shall be as noted on the plans.

The luminaire shall be transported to the site, assembled, wired and attached to the mast arm or pole by use of hardware approved by the Engineer. The unit shall be attached to the proposed service cable and tested. 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.

The luminaire shall have a minimum five-year warranty that begins upon transfer to the Department.

Installations of Lighting Standards: Lighting Standards shall be installed and located in accordance with the Plans, to provide continuously aligned lighting. The bracket arms shall be set perpendicular to the edge of the roadway unless otherwise ordered or specified. If necessary aluminum shims may be used to plumb the pole.

Method of Measurement:

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

Basis of Payment:

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

11/07/2016

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 in the Contract Documents 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 of rod is driven into undisturbed earth and 8 inches 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 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 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.

9/30/15

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

Description:

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

Materials:

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

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

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

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

Anchor bolts will be supplied by the same entity that supplies the poles.

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

Construction Methods:

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

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

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

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

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

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

The bases shall be edged and have a broom finish.

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

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

Method of Measurement:

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

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

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

Basis of Payment:

No payment will be made for backfill material meeting Borrow, Type C requirements that is placed outside of the vertical plans located 18" outside of the neat line perimeter of the vertical face of the pole base foundation.

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

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

746872 - LIGHTING CONTROL AND DISTRIBUTION ENCLOSURE

Description:

This work consists of furnishing all materials and installing light panels, meters, control and distribution equipment for the park and ride parking lot lighting.

Materials:

LIGHTING CONTROL AND DISTRIBUTION ENCLOSURE.

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 277 volts, 60 cycle AC and 1000 watts maximum load. Built in surge protection shall be provided, and a fail safe 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 weepholes 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 40 to 80F.
- (b) The fan shall have a minimum rated capacity of 100 CFM air flow and a minimum rated design life of 100,000 hours.
- (c) The thermostat shall be manually adjustable, within a 10 degree range, from 70 to 160F.

Method of Measurement:

This number of Lighting Control and Distribution Enclosure to be measured under these items shall be that 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" 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.

10/27/2009

746901 - UNDERPASS LUMINAIRE

Description:

This work consists of furnishing and installing an underpass luminaire in accordance with the locations, notes and details on the Plans, this special provision, and as directed by the Engineer.

Materials:

General

The complete luminaire shall operate a lamp of the type and wattage as indicated on the plans when connected to a power source of the type and voltage as specified on the plans. The luminaire shall contain a prewired integral ballast and an optical assembly. The luminaire shall be UL/cUL Listed SUITABLE FOR WET LOCATIONS. Standard construction is IP55. The luminaire shall include a 5 year warranty.

Mechanical Construction

The luminaire shall include a die-cast aluminum housing with a zinc-infused Super Durable TGIC thermoset powder coat bronze paint finish that provides superior corrosion and weathering resistance and an impact-resistant, UV stabilized polycarbonate lens that is fully gasketed for ease of maintenance. The housing shall be sealed against moisture and environmental contaminants. The LED driver shall be mounted to the front casting to thermally isolate it from the light engine for low operating temperature and long life. There shall be 3/4-inch (19mm) conduit entrances with built-in clamps provided on the sides for through-feed wiring. Removal of the refractor shall allow direct front access to the lamp, socket, ballast and reflector.

Ballast Operation

The luminaire shall have a light engine capable of operating at the voltage indicated on the plans. The light engine shall consist of 20 high-efficacy LED's mounted to a metal-core circuit board and integral aluminum heat sink to maximize heat dissipation and promote long life. The electronic driver has a power factor of >90%, THD <20%, and a minimum 2.5KV surge rating. The light engine shall reliably start and operate the lamp in ambient temperatures down to -40°C.

Optical Assembly

The luminaire shall have a lamp with wattage as shown on the plans and an optical distribution as shown on the plans. The optical assembly shall include a polycarbonate lens which covers the light engine's precision-molded proprietary acrylic lenses.

Construction Methods:

The Contractor shall provide to the engineer for approval working drawings of the proposed underpass luminaire demonstrating that they meet the requirements of this special provision and notes and details on the Plans.

Installation of the underpass luminaire shall be accomplished by experienced workmen in accordance with the manufacturer's recommendations. The luminaire shall be mounted to the bridge structure in accordance with the notes and details on the plans, and as directed by the Engineer.

Method of Measurement:

The quantity of "UNDERPASS LUMINAIRE" will be measured as the number installed and accepted.

Basis of Payment:

The quantity of "UNDERPASS LUMINAIRE" will be paid for at the Contract unit price per each for "UNDERPASS LUMINAIRE", which price and payment shall constitute full compensation for furnishing all materials and installation of a complete and operational underpass luminaire, working drawings, and for all material, labor, equipment, tools, and incidentals necessary to complete the work.

9/02/16

- 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
- 746923 - FURNISH & INSTALL 14/5 TRAFFIC CONTROL CABLE
- 746927 - FURNISH & INSTALL #3/0 AWG STRANDED COPPER
- 746957 - FURNISH & INSTALL 600 KCMIL STRANDED COPPER
- 746958 - FURNISH & INSTALL 1-CONDUCTOR #1 AWG STRANDED COPPER
- 746959 - FURNISH & INSTALL #1 BARE STRANDED COPPER GROUND

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, 14/5, 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, DelDOT 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.

7/14/14

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

Description:

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

Materials:

1. **1-conductor #14 AWG Cable in ¼” Flexible Tubing** - shall consist of cable preinstalled in a polyethylene (PE) plastic duct meeting IMSA 51-5. Cable shall be rated for 600 volts. The cable shall have a temperature tolerance range of at least - 65 to + 176 degrees Fahrenheit. The conductor is AWG #14 stranded copper. Outside diameter of the cable is 0.25 inches. Referred to as “loop wire”
2. **2-conductor #14 AWG Aluminum Shielded Cable** – see specifications for furnish and install cable. Referred to as “home-run cable”.
3. **Flexible embedding sealer** - a cold poured, resilient type epoxy joint sealer, Bondo P 606 or Duracote D115 for concrete or asphalt pavement or E Poxy Industry 36 1 for concrete or E Poxy Industry 11 1 for asphalt pavement, or approved equal. A sealer accelerant or retarder may be added per the manufacturers specifications.
4. **Backer Rod** - 5/8" closed cell foam
5. **Tape** – Vinyl electrical tape shall have a PVC base with rubber based pressure sensitive adhesive. The tape shall be a minimum 7 mils thick and be UL listed and marked per UL Standard 510 as flame retardant and cold resistant. It shall be compatible with synthetic cable insulations, jackets and splicing compounds and rated for wire and cable splices up to 600-volts.
6. For splices in Junction Well (see plan detail):
 - a. **Dual Wall Heat Shrink Tubing** – Heat-shrink tubing shall be medium or heavy wall thickness, irradiated polyolefin tubing containing an adhesive mastic inner wall. Minimum wall thickness prior to contraction shall be 40 mils. When heated, the inner wall shall melt and fill all crevices and interstices of the object being covered while the outer wall shrinks to form a waterproof insulation. Each end of the heat-shrink tube or the open end of the end cap of heat-shrink tubing shall, after contraction, overlap the conductor insulation at least one and one-half inches. Heat-shrink tubing shall conform to the requirements in UL Standard 468D and ANSI C119.1, for extruded insulated tubing at 600 V.
 - b. Soldering iron with Rosin Core solder
 - c. Splicing Kit- In-line barrel type design, resin encapsulating compound kit with UL486 rating. Suitable for use in wet or direct buried locations. Resin encapsulating compounds shall be acceptable for use at 16 degrees C.

Construction Methods:

Loop Wire Installation:

The pavement saw cut shall be 5/8” wide and up to 3½” deep. It shall be “wet-cut” in the directions and sizes specified on the Plans, Standard Details or as directed by the Engineer. Contractor shall remove sharp edges in the saw cut and round the corners.

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

The loop detector wire will then be installed using blunt tools so as to prevent damage to the polyethylene outer cover. One end of a loop detector wire shall be tagged to indicate start ("S"). A 5/8" backer rod will be placed into the bottom of the saw cut as needed to secure the wiring within the saw cut. All loop detector wires shall be laid in saw cuts in a clockwise rotation beginning with "S". The Engineer may require a High Voltage Ground Test with a 500 VDC megger after the loop detector installation is complete and prior to sealing saw cuts. If the resistance to ground is less than 100 megohms, this work will be rejected.

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

Two loop detector wires shall be installed in a saw cut from the loop to the edge of the road. These two wires shall then extend from the end of the saw cut to a junction well (see Plan Details). Wires shall be parallel, twisted a minimum of 5 wraps per foot, and taped every 12" to 18" from the end of the saw cut to a junction well up to the splice. The loop detector wire shall be installed between the end of the saw cut and junction well through a penetration created by a 1 1/2" rotary drill as directed by the Engineer.

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

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

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

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

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

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

Method of Measurement:

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

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

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

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

Basis of Payment:

The quantity of loop detector wire supplied and installed will be paid for at the Contract unit price per linear foot, determined by measuring the footage of sawcut described above. Price and payment shall constitute full compensation for “wet”-sawcutting, furnishing and placing all materials including loop detector wire, backer rod, sealer, and for all labor, equipment, tools, splicing in the junction well, and incidentals necessary to complete this item. The price bid per linear foot of sawcut with Loop Wire shall include drilling required for installation, concrete and pavement patching, sealing the conduit ends, internal bushings shown on the plans, and all incidentals necessary to complete the item.

7/18/14

746952 - FURNISH & INSTALL ELECTRICAL UTILITY SERVICE

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, vehicle charging station distribution center, 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.

Current Transformer Cabinet:

Current transformer cabinets shall be provided and installed in accordance with NEC, NFPA, and NESC Standards and with utility company minimum requirements. The cabinet shall be lockable, rated NEMA Type 4 and a dead front type weatherproof, sheet aluminum enclosed self-supporting structure. Door clamps, solid neoprene gaskets, welded seams, stainless steel external hardware and continuous hinges with stainless steel pins are required. Two weep holes shall be present in the bottom of the enclosure.

Construction Methods:

Utility Connection - Before any control equipment or material is ordered, arrange a meeting with the utility company representatives, 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.

Contract No. T201451603.01

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.

11/16/2016

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

Description:

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

Materials:

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

Construction Methods:

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

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

Method of Measurement:

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

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

Basis of Payment:

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

10/9/2012

- 748506 - PERMANENT PAVEMENT STRIPING, EPOXY RESIN PAINT, WHITE/YELLOW, 4"**
- 748507 - PERMANENT PAVEMENT STRIPING, EPOXY RESIN PAINT, WHITE/YELLOW, 6"**
- 748508 - PERMANENT PAVEMENT STRIPING, EPOXY RESIN PAINT, WHITE/YELLOW, 8"**
- 748509 - PERMANENT PAVEMENT STRIPING, EPOXY RESIN PAINT, WHITE/YELLOW, 12"**
- 748510 - PERMANENT PAVEMENT STRIPING, SYMBOL/LEGEND, EPOXY RESIN PAINT**
 - 748535 - PERMANENT PAVEMENT STRIPING, EPOXY RESIN PAINT, BLACK, 4"**
 - 748536 - PERMANENT PAVEMENT STRIPING, EPOXY RESIN PAINT, BLACK, 6"**
 - 748537 - PERMANENT PAVEMENT STRIPING, EPOXY RESIN PAINT, BLACK, 8"**
 - 748538 - PERMANENT PAVEMENT STRIPING, EPOXY RESIN PAINT, BLACK, 10"**
 - 748539 - PERMANENT PAVEMENT STRIPING, EPOXY RESIN PAINT, BLACK, 12"**
 - 748540 - PERMANENT PAVEMENT STRIPING, EPOXY RESIN PAINT, BLACK, 16"**
- 748548 - PERMANENT PAVEMENT STRIPING, EPOXY RESIN PAINT, WHITE/YELLOW, 5"**
- 748549 - PERMANENT PAVEMENT STRIPING, EPOXY RESIN PAINT, WHITE/YELLOW, 10"**
 - 748557 - PERMANENT PAVEMENT STRIPING, EPOXY RESIN PAINT, BLACK, 3"**
 - 748559 - PERMANENT PAVEMENT STRIPING, EPOXY RESIN PAINT, BLACK, 5"**
 - 748568 - PERMANENT PAVEMENT STRIPING, EPOXY RESIN PAINT, BLACK, 9"**
 - 748569 - PERMANENT PAVEMENT STRIPING, EPOXY RESIN PAINT, BLACK, 14"**

Description:

This work consists of striping layout, furnishing and applying white or yellow, epoxy reflectorized pavement markings or black epoxy contrast pavement markings at the locations and in accordance with the patterns indicated on the Plans, or as directed by the Engineer, and in accordance with these specifications.

The white/yellow epoxy marking material shall be hot-applied by spray methods onto bituminous and/or Portland cement concrete pavement surfaces as required by the Plans. Following an application of double drop glass beads of two sizes and upon curing, the resultant epoxy marking shall be an adherent reflectorized stripe of the specified thickness and width that is capable of resisting deformation by traffic. All marking materials shall be certified lead free and free of cadmium, mercury, hexvalent chromium, and other toxic heavy metals.

The black epoxy marking shall be a two-component, hot-spray applied epoxy resin pavement marking material to be used for pavement marking on Portland cement concrete pavement surfaces. Following an aggregate drop, and upon curing, it shall produce an adherent stripe of specified thickness and width capable of resisting wear from traffic. Black contrast pavement markings will be required on all Portland cement concrete pavements.

Materials Requirements:

A. White and Yellow Reflectorized Epoxy

1. Epoxy Composition Requirements:

The epoxy resin composition shall be specifically formulated for use as a pavement marking material and for hot-spray application at elevated temperatures. The type and amounts of epoxy resins and curing agents shall be at the option of the manufacturer, providing the other composition and physical requirements of this specification are met.

The epoxy marking material shall be a two-component (Part A and Part B), 100% solids type system formulated and designed to provide a simple volumetric mixing ratio (e.g. two volumes of Part A to one volume of Part B).

Component A of both white and yellow shall conform to the following requirements:

| | % BY WEIGHT | |
|-------------|--|-------------------------|
| | WHITE: | YELLOW: |
| Pigments | Titanium Dioxide - 18% Min. (ASTM D476, Type II) | Organic Yellow - 6%-10% |
| Epoxy Resin | 75% Min., 82% Max. | 70% Min., 77% Max. |

The entire pigment composition shall consist of either titanium dioxide and/or organic yellow pigment. No extender pigments are permitted. The white pigment upon analysis, shall contain a minimum of 16.5% TiO₂ (100% purity).

Epoxy Content-WPE (Component A) - The epoxy content of the epoxy resin will be tested in accordance with ASTM D1652 and calculated as the weight per epoxy equivalent (WPE) for both white and yellow. The epoxy content will be determined on a pigment free basis. The epoxy content (WPE) shall meet a target value provided by the manufacturer and approved by the Department's Material and Research Section (from now on will be addressed as Department). A ± 50 tolerance will be applied to the target value to establish the acceptance range.

Amine Value (Component B) - The amine value of the curing agent shall be tested in accordance with ASTM D2074-66 to determine its total amine value. The total amine value shall meet a target value provided by the manufacturer and approved by the Department. A ± 50 tolerance will be applied to the target value to establish the acceptance range.

Toxicity - Upon heating to application temperature, the material shall not exude fumes which are toxic or injurious to persons or property.

Viscosity - Formulations of each component shall be such that the viscosity of both components shall coincide (within 10%) at a recommended spray application.

2. Physical Properties of Mixed Composition:

Unless otherwise noted, all samples are to be prepared and tested at an ambient temperature of $73 \pm 5^\circ\text{F}$. ($23 \pm 3^\circ\text{C}$).

- a. Color. The white epoxy composition when applied at a minimum wet film thickness of 20 ± 1 mils ($500 \mu\text{m}$) as applicable and allowed to dry, shall plot within the boundaries described by the four corner points listed in Tables 1 and 2 of ASTM D 6628-01 when measured in accordance with the test methods prescribed in Section 7 of ASTM D 6628-01.

The yellow epoxy composition when applied at a minimum wet film thickness of 20 ± 1 mils ($500 \mu\text{m}$) as applicable and allowed to dry, shall plot within the boundaries described by the four corner points listed in Tables 1 and 2 of ASTM D 6628-01 when measured in accordance with the test methods prescribed in Section 7 of ASTM D 6628-01.

- b. Directional Reflectance. The white epoxy composition (without glass spheres) shall have a daylight directional reflectance of not less than 84% relative to a magnesium oxide standard when tested in accordance with Method 6121 of Federal Test Method Standard No. 141.

The yellow epoxy composition (without glass spheres) shall have a daylight directional reflectance of not less than 55% relative to a magnesium oxide standard when tested in accordance with Method 6121 of Federal Test Method Standard No. 141.

- c. Drying Time (Laboratory). The epoxy composition, when mixed in the proper ratio and applied at a 20 ± 1 mils ($500 \mu\text{m}$) minimum wet film thickness, and immediately dressed with large reflective glass spheres (Federal Spec. Type 4) at a rate of 12 lb/gal (1.4 kg/l) of epoxy pavement marking materials, immediately followed by a second drop of AASHTO M-247 Type 1 glass spheres applied at a rate of 12 lb/gal (1.4 kg/L) of epoxy pavement marking material, shall exhibit a no-track condition in 15 minutes or less (ASTM D711). A Bird Applicator or any other doctor blade shall be used to produce a uniform film thickness.

- d. Drying Time (Field). When installed at a minimum wet film thickness of 20 ± 1 mils (500 or $625 \mu\text{m}$) 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" ± 0.010" (3.18 ± 0.25 mm) thick]. Tests shall be conducted at an ambient temperature of 75 ± 5°F (24 ± 3°C). The testing machine shall operate at a speed of 0.20" (5.1 mm) per minute.

The total conditioning or drying period, from the time the epoxy composition is first mixed to the time of testing, shall not be less than 24 hours nor more than 96 hours.

Test specimens for tensile strength determination will be prepared as follows:

A 1/8 inch (3 mm) thick sheet of epoxy material is cast from a reservoir-type mold, fabricated from polytetrafluorethylene (PTFE), 1/8" deep x 10" x 10" (3 mm deep x 250 mm x 250 mm).

Prior to casting, the mold is sprayed with a suitable release agent. A sufficient amount of epoxy composition is mixed in the proper proportions (A:B) and poured level with the top of the mold. Care should be taken so as not to decrease or exceed the 1/8" (3 mm) thickness.

After a period of 1 to 4 hours, the material will have set into a semi-rigid sheet that is flexible enough to die-cut yet rigid enough to retain its shape. While the material is in this “plastic” state, five (5) specimens shall be die-cut and then placed on a flat, smooth, PTFE surface for the completion of the specified conditioning period.

- g. Compressive Strength. The compressive strength of the epoxy composition shall not be less than 12,000 psi (83 MPa) when tested in accordance with ASTM D695 except that a compression tool shall not be necessary. The test specimen shall be a right cylinder [0.50 inch diameter by 1.0 inch length (12 mm diameter by 25 mm length)]. Tests shall be conducted at an ambient temperature of 75 ± 5°F (24 ± 3°C).

The total conditioning or drying period, from the time the epoxy composition is first mixed to the time of testing shall not be less than 24 hours nor more than 96 hours.

Test specimens for compressive strength determinations will be prepared as follows:

Five molds will be prepared from 1/2" (12 mm) I.D., 1/16" (1.5 mm) wall thickness acrylic tubing, cut in 1 1/2" (38 mm) lengths. After spraying the inside of the mold with a suitable release agent,⁽¹⁾ the cylindrical tubes are placed in a vertical position on a PTFE sheet base. A sufficient amount of epoxy composition is thoroughly mixed in the proper proportions (A:B) and poured into the mold to a depth of approximately 1 1/4" (32 mm). After a minimum of 72 hours curing, the specimens are removed from the molds and machined to a length of 1" ± 0.002" (25 mm ± 0.05 mm).

- h. Hardness. The epoxy composition when tested in accordance with ASTM D2240 shall have a Shore D hardness of between 75 and 100. Samples shall be allowed to dry for not less than 24 hours nor more than 96 hours prior to testing.

B. Reflective Glass Spheres/Beads

Reflective glass spheres for drop-on application shall conform to the following requirements:

The glass spheres shall be colorless; clean; transparent; free from milkiness or excessive air bubbles; and essentially clean from-surface scarring or scratching. They shall be spherical in shape and at least 80% of the glass beads shall be true spheres when tested in accordance with ASTM D1155. At least 80% of the Type IV beads shall be true spheres as measured by the visual method.

The refractive index of the spheres shall be a minimum of 1.50 as determined by the liquid immersion method at 77°F (25°C).

The silica content of the glass spheres shall not be less than 60%.

The crushing resistance of the spheres shall be as follows: A 40 lb. (18 kg) dead weight, for 20 to 30 (850 µm to 600 µm) mesh spheres shall be the average resistance when tested in accordance with ASTM D1213.

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

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

D. Black Aggregate

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

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

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

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

E. Packaging and Shipment

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

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

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

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

Epoxy Application Equipment:

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

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

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

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

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

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

Construction Details.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Black epoxy contrast pavement markings shall be applied at a minimum uniform thickness of 20 mils (500 µm) on all Portland cement concrete surfaces followed by a single drop of graded black aggregate.

The width of black epoxy line shall be applied for the following situations:

Center Skip Line - On Portland cement concrete pavements a black contrast skip line shall be 10 feet (3 m) in length of the same width as the white epoxy reflectorized skip. It is to lead the white skip and stop at the beginning of the white skip. The black contrast skip is to have a single application of graded black aggregate.

Edge Lines -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 μ m) as applicable] and line widths; insufficient glass bead coverage or inadequate glass bead retention.

Repair Method: Prepare the surface of the defective epoxy marking by shot blasting, sand blasting, or water blasting. No other cleaning methods will be allowed. Surface preparation shall be performed to the extent that a substantial amount of the reflective glass spheres are removed and a roughened epoxy marking surface remains.

Immediately after surface preparation remove loose particles and foreign debris by brooming or blasting with compressed air.

Repair shall be made by re-striping over the cleaned surface, in accordance with the requirements of this specification and at a full 20+1 mils (500 μ m) minimum line thickness as applicable.

2. Uncured or discolored epoxy (brown patches); insufficient bond to pavement surface (or existing durable marking).

Uncured epoxy shall be defined as applied material that fails to cure (dry) in accordance with the requirements of this specification under MATERIALS, A, 2d. DRYING TIME (FIELD); or applied material that fails to cure (dry) within a reasonable time period under actual field conditions, as defined by the Engineer.

Discoloration (brown patches) shall be defined as localized areas or patches of brown or grayish colored epoxy marking material. These areas often occur in a cyclic pattern and also, often are not visible until several days or weeks after markings are applied.

Repair Method: The defective epoxy marking shall be completely removed and cleaned to the underlying pavement surface to the satisfaction of the Engineer.

The extent of removal shall be the defective area plus any adjacent epoxy pavement marking material extending one foot (300 mm) any direction.

After surface preparation work is complete, repair shall be made by re-applying epoxy over the cleaned pavement surface in accordance with the requirements of this specification.

3. Reflectivity for epoxy resin paint.

After satisfactory completion of all striping work and written notification from the Contractor, the Department shall test the striping to ensure it has the minimum reflectivity. The testing will be completed within 30 calendar days from notification. The Contractor may request that tests be conducted on completed phases or portions of the work. Approval of such a request will be at the discretion of the Engineer. Testing will be done using a LTL-X Retrometer (30 meter geometry). Five readings will be taken per line per mile (1.6 km). Projects less than 1 mile (1.6 km) in length will have a minimum of 5 readings per line. These readings will then be averaged for the overall project average.

The required average minimum initial reflectivity reading in millicandellas shall be:

White 450
Yellow 325

Any single reading shall not be less than 350 millicandellas for white and 250 millicandellas for yellow. Without exception, any pavement markings installed that does not meet the above average minimum initial reflectivity numbers shall be removed and replaced, at the installation contractor's expense.

Other defects not noted above, but determined by the Engineer to need repair, shall be repaired or replaced as directed by and to the satisfaction of the Engineer.

All work in conjunction with the repair or replacement of defective epoxy reflectorized pavement markings shall be performed by the Contractor at no additional cost to the State.

Method of Measurement:

The quantity of permanent pavement striping (white, yellow, or black epoxy resin paint) will be measured by the number of linear feet (meters) of pavement striping line and number of square feet (meter) of symbol installed on the pavement and accepted in accordance with the Plans.

Basis of Payment:

The quantity of permanent pavement striping (white, yellow, or black epoxy resin paint) payment will be paid for at the Contract unit price per linear foot (meter) for 3", 4", 5", 6", 8", 9", 10", 12", 14", 16" (75 mm, 100 mm, 125 mm, 150 mm, 200 mm, 225 mm, 250 mm, 300 mm, 350 mm, or 400 mm) line and the Contract unit price per square foot (meter) of symbol. The quantity of permanent pavement marking (white, yellow, or black epoxy resin paint) will be paid for at the Contract unit price per linear foot (meter) of line and the Contract unit price per square foot (meter) of symbol. Price and payment shall include striping layout, cleaning and preparing the pavement surface, and placing all materials, for all labor, tools, equipment and incidentals necessary to complete the work.

NOTE:

For information only:

The following manufacturers are known to us which manufacturer Epoxy Resin Paint for Pavement Striping. The Department does not endorse or require the use of any of the manufacturers listed below. However, a bidder wishes to use another manufacturer's product, it shall be submitted for review and approval prior to submitting a bid proposal. Should the product be deemed unacceptable by the Department, the successful bidder will be required to use only an approved product.

1. POLY CARB, Inc.
33095 Bainbridge Road
Solon, Ohio 44139
Tel. 1-800-CALLMIX

2. IPS - Ennis Paint
P.O. Box 13582
Research Triangle Park, North Carolina 27709
Tel. 1-877-477-7623
3. Epoplex
One Park Avenue
Maple Shade, NJ 08052
Tel. 1-800-822-6920
4. Or an approved equal.

8/7/2013

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

Description:

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

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

Materials:

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

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

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

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

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

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

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

Retroreflectivity: After satisfactory completion of all striping work and written notification from the contractor, the Department shall test the striping to ensure it has the minimum reflectivity. The testing will be completed within 30 calendar days from notification. Testing will be done using a Delta LTL 2000 Retrometer (30 meter geometry). The required minimum initial reflectivity reading in millicandellas shall be:

White 300
Yellow 200
Blue 200

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

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

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

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

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

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

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

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

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

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

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

Construction Methods:

The markings shall be applied in strict accordance with the manufacturer's recommendations on clean and dry surfaces. Marking configurations shall be in accordance with the "Delaware Manual on Uniform Traffic Control Devices, Part 3, Markings." The preformed retroreflective thermoplastic material shall be fusible to the pavement by means of a propane torch recommended by the manufacturer. Preheating the surface to remove any latent moisture will be done just prior to the placement and installation of the Symbol/Legend. No markings shall be placed when the ambient temperature is below 40°F (4°C). The material shall be kept in a location above 55°F (13°C) until just before application.

The supplier shall provide technical services as may be required.

Method of Measurement:

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

Bike Rider Symbol shall be 3' x 6' and accompanying 2' x 6' Arrow Symbol.

Pedestrian shall be 4' X 8'.

Handicap Symbol shall be 40" X 40".

Basis of Payment:

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

Warranty:

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

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

6/2/16

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

Description:

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

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

Materials:

The Department will provide all sign materials to be used on this project. The Contractor shall contact the DelDOT Sign Shop Supervisor with project plans and quantity sheets at 302-760-2581. Sign fabrication orders require a minimum of four (4) weeks for completion. Orders placed with less than 4 weeks lead-time will result in a delay. Any delay caused by inadequate lead-time due to a late order will be the sole responsibility of the Contractor. The Contractor shall pick-up the sign materials from the DelDOT Sign Shop and deliver them to the job site without any damage to the sign materials.

Construction Methods:

The Contractor shall pick-up necessary signs, sign posts, hardware, and extensions from the Department and install the signs in the locations indicated on the Plans in accordance with the Delaware MUTCD or as directed by the Engineer. The Contractor shall be responsible for obtaining all necessary utility clearances before the signs may be installed. Signs and plaques shall be mounted no lower than the minimum mounting height specified in the Delaware MUTCD. Signs and plaques shall be mounted no higher than one foot above the minimum mounting height specified in the Delaware MUTCD. Any excess sign post protruding above the top of the top sign shall be cut off and removed. For sign removals, the sign posts shall have all nuts, bolts, and other connectors removed. The disturbed ground shall be graded and backfilled accordingly. The Contractor is responsible for disposal of all signing material removed from the project

Method of Measurement:

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

Basis of Payment:

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

5/28/2013

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

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

Description:

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

Materials:

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

Construction Methods:

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

Method of Measurement:

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

Basis of Payment:

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

Note:

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

3/23/09

749690 - INSTALLATION OR REMOVAL OF TRAFFIC SIGN ON MULTIPLE SIGN POSTS

Description:

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

A single sign totaling more than 9 square feet, or with any dimension, length or width, greater than 48 inches shall be mounted on two (2) posts. Signs with a length greater than or equal to 78 inches shall be mounted on three (3) sign posts.

Materials:

The Department will provide all sign materials to be used on this project. The Contractor shall contact the DelDOT Sign Shop Supervisor with project plans and quantity sheets at 302-760-2581. Sign fabrication orders require a minimum of four (4) weeks for completion. Orders placed with less than 4 weeks lead-time will result in a delay. Any delay caused by inadequate lead-time due to a late order will be the sole responsibility of the Contractor. The Contractor shall pick-up the sign materials from the DelDOT Sign Shop and deliver them to the job site without any damage to the sign materials.

Construction Methods:

The Contractor shall pick-up necessary signs, sign posts, hardware, and extensions from the Department and install the signs in the locations indicated on the Plans in accordance with the Delaware MUTCD or as directed by the Engineer. The Contractor shall be responsible for obtaining all necessary utility clearances before the signs may be installed. Signs and plaques shall be mounted no lower than the minimum mounting height specified in the Delaware MUTCD. Signs and plaques shall be mounted no higher than one foot above the minimum mounting height specified in the Delaware MUTCD. Any excess sign post protruding above the top of the top sign shall be cut off and removed. For sign removals, the sign posts shall have all nuts, bolts, and other connectors removed. For sign removals, the sign posts shall have all nuts, bolts, and other connectors removed. The disturbed ground shall be graded and backfilled accordingly. The Contractor is responsible for disposal of all signing material removed from the project..

Method of Measurement:

The number of sign installations or removals will be measured as the total square foot of the sign(s) installed or removed and accepted.

Basis of Payment:

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

5/28/2013

753516 - SANITARY SEWER SYSTEM

Description:

This work consists of furnishing, transporting, installing, and testing the proposed sanitary sewer pipe, and appurtenances in accordance with the locations, details and notes on the Plans, and as directed by the Engineer. The work shall be performed in accordance with these Special Provisions, DelDOT, and City of Newark Standard Specifications.

Any requirements included in the City of Newark Standard Specifications that are not addressed on the plans or by these Special Provisions, shall be performed in accordance with the applicable sections of the City of Newark Standard Specifications. The Contractor is advised to obtain and be fully acquainted with the applicable specifications of the City of Newark. Costs to comply are considered incidental to Item 753516.

The Owner of the 1 1/4-inch HDPE and 6-inch PVC sewer main on this project is 1743 Holdings, LLC. When referenced in these Special Provisions, or the City of Newark Standard Specifications, the Owner is intended to be represented by Mr. Vic Costa from 1743 Holdings, LLC (302) 218-0879.

A "Breakout Sheet" is included in the contract to establish unit prices for the items listed below. The total of these unit prices multiplied by the estimated quantities will establish the total Lump Sum price to be submitted with the bid. Each listed item will be measured as a unit price item in the field. The final Lump Sum payment for Item 753516 will be adjusted by change order, either plus or minus, to match the final totals of all unit price items established in the Breakout Sheet. Failure to complete and submit the Breakout Sheet with the bid will cause the bid to be considered unresponsive.

General Requirements:

All work shall be subject to inspection and subsequent approval/disapproval of the Engineer and the representative of the Owner of the utility; and the Contractor shall be required to correct the discrepancies at his/her expense.

The Contractor shall guarantee that all workmanship, materials, and work performed under the contract, shall be in strict accordance with the Drawings, Specifications, and other Contract Documents. This guarantee shall be for a period of one year from and after the date of completion and acceptance of the work. The Contractor shall repair, correct or replace as required, promptly and without charge, all work, equipment and material, or parts thereof, which fail to meet the above guarantee, or which in any way fail to comply with or fail to be in strict accordance with the terms and provisions and requirements of the Contract during such one year period. In addition to the one-year warranty a Maintenance Bond representing 15% of the total price bid for Item 753516 shall be furnished to the Owner upon successful completion of the item and shall be in effect for three (3) Calendar Years. Costs to provide the warranty and furnish the Bond to be included in the Lump Sum price bid for item 753516.

Specifications:

All work for this item shall be in strict accordance with these Special Provisions and the DelDOT Standard Specifications (Sections 208.04, 209.04, 708.08, 708.14, 812.02, 812.03 (Class B), and 813). In case of any conflict between the notes and details on the Contract Plans and Details, these Special Provisions, and the City of Newark Standards and Specifications; the Contract Plans and Details shall prevail.

Submittals:

The Contractor shall submit sources of supply and catalog cuts to DelDOT for all materials furnished as part of Item 753516 as required by DelDOT Standard Specifications Section 106.

The Contractor shall provide DelDOT and 1743 Holdings, LLC with a set of as-built drawings for the on-site sanitary sewer system including the following:

- Manufacturer's literature on the materials installed, including piping, fittings, and valves
- A set of drawings showing the horizontal and vertical locations of the sanitary sewer pipes and manholes. The drawings shall be delivered to the DelDOT Area Engineer with two (2) hard copies and two (2) CDs with a Microstation (.dgn) drawing format. The Contractor shall be responsible for marking the construction drawings showing coordinates in accordance with the Delaware State Plane Coordinate System.
- A summary sheet listing the length and size of HDPE and PVC pipe installed, fittings, manholes and additional items listed on the breakout sheet

All as-built documentation shall be submitted to DelDOT within thirty (30) days after completion of the required work performed as applied for payment under this contract. If as-built documentation is not submitted to the satisfaction of the DelDOT Area Engineer within this time frame, the work will be performed by DelDOT and 10% of the cost for Item 753516 will be deducted from payments to the Contractor to cover the cost of the additional work.

Excavation support systems shall be submitted and signed by a Professional Engineer licensed in the State of Delaware.

Materials:

All the materials including pipe, manholes, and all other accessories as listed under this Special Provision, shall conform to the material and quality requirements of the City of Newark and DelDOT Standard Specifications. The Contractor shall furnish all materials and equipment necessary for the complete and satisfactory construction of the sanitary sewer system, including but not limited to the, pipe, fittings, and appurtenances. The Contractor shall be responsible for verifying dimensions for all materials (fittings, pipe, etc.) for conformance with the Contract Drawings.

The Contractor shall transport, handle, and store pipe and fittings as recommended by the manufacturer.

New pipe and manholes that are damaged before or during installation shall be repaired or replaced, as recommended by the manufacturer or required by DelDOT. The costs of such repair or replacement shall be borne by the Contractor and be accomplished prior to proceeding with the project.

The Contractor shall deliver, store and handle other materials as required to prevent damage. Materials that are damaged or lost shall be repaired or replaced by the Contractor at no additional expense to DelDOT.

Sewer Pipe

All sewer pipes, fittings and all appurtenances shall be new materials and shall be of the type, size, strength, and quality as shown on the plans and as specified herein and/or as indicated in the Special Provisions. The contractor may be required to secure and deliver to the Engineer a written statement from the manufacturer assuring the quality and compliance to the applicable specification of all materials furnished and installed under this improvement project. This shall in no way relieve the Contractor of any responsibility as to the quality of materials furnished and installed.

Sanitary force main shall be High Density Polyethylene (HDPE) pipe in accordance with the latest requirements of ASTM D3035 or ASTM F714, unless otherwise shown or specified. Pipe shall be a minimum of DR 11 with a corresponding operating pressure of 160 psi or as required by the Owner. Pipe shall be of Material Designation PE3408/PE4710. Pipe shall have outside diameters equivalent to iron pipe sizes (IPS).

All fittings shall use injected molded fittings with ends suitable for Butt fusion unless otherwise specified, in accordance with the latest requirements of ASTM D3261.

Joints for all sanitary force main pipe and fittings shall be Butt fusion unless otherwise specified, in accordance with the latest requirements of ASTM D3261. Thrust blocking shall be provided where sufficient length of restrained joint pipe is not available to restrain a fitting. Thrust collars shall be provided on HDPE pipe that is adjacent to unrestrained joint to prevent pullout due to contraction caused by temperature change. Thrust calculations sealed, dated, and signed by Professional Engineer registered in State of Delaware shall be submitted for approval prior to work. No threaded or solvent welded/glued HDPE joints permitted.

Sanitary gravity sewer shall be Polyvinyl Chloride (PVC) pipe in accordance with the latest requirements of ASTM D3034 or ASTM F679, unless otherwise shown or specified. Pipe shall be a minimum of SDR 35.

Joints for sanitary gravity sewer shall be push on joints using locked in elastomeric seal in accordance with ASTM F477 and ASTM D3212.

All the pipe and fittings shall be free from defects and defective materials. Pipe and fittings found to be defective, as determined by the Engineer or the Owner shall be rejected and replaced by the Contractor at no additional cost. Pipe to manhole connections shall be a flexible connector manufactured by A-LOK Products, Inc. or approved equal.

All pipe and fittings shall be assembled in accordance with the manufacturer's recommendations. All pipe and fittings shall be marked with the material and type information. All sanitary pipe and fittings shall be manufactured by JM Eagle or approved equal.

Each pipe and fittings delivered to the construction site shall have clearly marked the manufacturers name or trademark, specification designation, weight, class and strength designation, production shift code and manufacture date and location. Pipe not marked as indicated herein will be rejected. Pipe manufactured more than six months before the date of the work site inspection will not be accepted.

The Contractor shall install pipe made of virgin materials. The new pipe shall be homogenous throughout and shall be free of visible cracks, holes, foreign material, blisters, or other deleterious faults.

All standards and specifications referenced shall be the latest edition and version thereof. This includes AWWA, ASTM, ANSI, NSF and Federal specifications and standards. All construction work related to the installation of sanitary sewer pipe shall be performed by a licensed and bonded Contractor. Permits and licenses must be obtained prior to construction.

Warranty and Acceptance: Materials and workmanship shall have a one-year warranty to be free from defects in workmanship and materials. The warranty will be from the date of completion of construction. If work has been done to the requirements of this specification, a letter of acceptance shall be provided to the Contractor upon final inspection. If deficiencies are discovered during the warranty period, the Contractor shall be required to correct these deficiencies without additional charge to DelDOT. The Engineer shall determine the need for warranty repair work to be performed by the Contractor. The Engineer's determination of a deficiency will bind the Contractor to make a repair in accordance with this Contract.

Pipe Bedding Material

The pipe bedding material shall be Del. No. 57 stone in accordance with Section 813 of the DelDOT Standard Specifications with a minimum depth of six (6) inches as shown in the pipe trench details. The pipe bedding shall be installed and compacted prior to placing the proposed pipe.

Pipe Trench Backfill

Backfill material in the pipe trench shall conform to the requirements of Borrow, Type C in accordance with Section 209.04 of the DelDOT Standard Specifications. See trench details for more information.

Pre-Cast Sanitary Manhole

All manholes shall be precast and all channels inside manholes shall be poured concrete, 4,000 # mix. Concrete riser rings and poured concrete collar shall be used around the outside between manhole frame and the precast manhole. All off site frame and collars are to be bolted down to the manhole with bolt down lids and sealant at each interface.

All manhole frames and covers shall be watertight, as per City of Newark Water and Waste Water specifications.

The exterior of all manholes shall be coated with bituminous seal.

The contractor is responsible to bring existing manhole CN 84-1 to present codes and specifications as required.

Manhole Bedding Material

The manhole bedding material shall be Del. No. 57 stone in accordance with section 813 of the DelDOT specifications with a minimum of depth of six (6) inches laid around and over the inlet and discharge pipes. Wet or unstable ground conditions will require undercutting and additional stone depth.

Poured channel of the transition manhole between the Sanitary Force Main and the Sanitary Gravity Sewer shall be in accordance with the details provided on the Contract Drawings.

Grinder Pump

The contractor shall furnish new, factory-built sewage grinder pump unit and all necessary parts and equipment installed in fiberglass basin, manufactured by Pentair Myers Jung Pumpen model G2DT, or approved equal.

The grinder unit shall be capable of macerating all material in normal domestic and commercial sewage including reasonable amounts of foreign objects such as small wood sticks, plastic, thin rubber, sanitary napkins, disposable diapers and the like to a fine slurry that will pass freely through the pump and 1 1/4" discharge pipe. Discharge shall be 1 1/4" NPT.

Pump shall have a minimum capacity of 4.88 gallons per minute and a maximum capacity of 10.19 gallons per minute. Velocities within the sanitary system shall be greater than 2 feet per second and no greater than 5.5 feet per second in accordance with the City of Newark Standard Specifications.

Pump calculations sealed, dated, and signed by Professional Engineer registered in State of Delaware shall be submitted for approval prior to work.

Construction Methods:

Sewer Pipe

All pipe shall be thoroughly cleaned and inspected before being laid and shall be kept clean until the completed work is accepted. The excavation and backfill for the pipe shall be performed in accordance with the applicable requirements including backfill requirements of Section 612 of the Delaware Standard Specifications, unless otherwise modified on the Plans, or in conflict with the requirements of the Owner. If there is a conflict between the Delaware Standard Specifications (including these Special Provisions) and the Specifications of the Owner, the latter will prevail. The Contractor is advised to obtain and be fully acquainted with the applicable specifications of the Owner. The pipe shall be installed at the locations and to the lines, grades, and dimensions shown on the Plans or as directed by the Engineer.

During backfill of the sewer, the Contractor shall install the specified warning tape at a depth of 18" below finished grade or as directed and approved by the Engineer/Owner.

Wherever HDPE pipe requires cutting in the field, the work shall be done in a satisfactory manner with approved tools, all in accordance with the manufacturer's recommendations. The minimum length of HDPE pipe, that requires to be cut in the field for closure pieces or specials, shall be 2'-0".

No pipe shall be laid upon a foundation into which frost has penetrated nor at any time when the Engineer shall deem that there is danger of the formation of ice or the penetration of frost at the bottom of the excavation, unless the minimum length of open trench and promptness of refilling are observed.

Pipe bedding, trench backfill, and concrete encasement shall be in accordance with the details as shown on the Contract Drawings.

Pipe bedding, trench backfill, and concrete encasement shall be in accordance with the details as shown on the Contract Drawings.

Pressure Testing

In order to assure quality materials and workmanship, the following tests shall be required. The Engineer or designee shall be present for all tests and shall be notified at least 48 hours in advance of the specific test. Testing shall be completed after all the utility pipes have been installed in the area to be tested and prior to commencement of the street construction. All tests shall be in accordance with AWWA standards or what is

stated within this specification. Individuals qualified to perform and evaluate such tests shall do all testing. The Contractor shall pay for all tests required in these guidelines. Copies of the results shall be submitted to DelDOT. If inspection or test shows defects, including visible leaks, such defective work or material shall be replaced at the expense of the Contractor, and inspection and tests shall be repeated. All repairs shall be made with new material. Failure to meet the tests specified above will be sufficient cause to reject the work until the defects are satisfactorily repaired. All expenses and costs incurred in carrying out the specified tests shall be the Contractor's responsibility at no extra cost to DelDOT and shall be included in the lump sum price for Item 753516.

Hydrostatic pressure testing of the sanitary force main shall conform with AWWA C600, latest revision. Pressure testing shall be performed on all pipe and fittings. The test shall be conducted on pipe segments not exceeding 1,000 linear feet. The Contractor shall provide a suitable pump for applying pressure and an accurate gauge for measuring the pressure. The pipe shall be tested by applying one hundred fifty (150) pounds per square inch hydrostatic pressure for a period of four (4) hours with the DelDOT's inspector present and to the full satisfaction of the Engineer. No leakage shall be permitted. The Contractor shall pressure test all proposed gravity sewer pipe. The Contractor shall furnish all equipment, personnel, etc., to conduct this test in accordance with the following procedures:

- All branch fittings and ends of lateral stubs shall be securely plugged to withstand the internal test pressures. The section of line being tested also shall be securely plugged at each manhole. All stoppers shall be adequately braced when required.
- Air shall be slowly supplied to the plugged pipe line until the internal air pressure reaches 4.0 pounds per square inch greater than the average back pressure of any ground water that may submerge the pipe. At least two (2) minutes shall be allowed for temperature stabilization before proceeding further.
- The rate of air loss shall then be determined by measuring the time interval required for the internal pressure to decrease from 3.5 to 2.5 pounds per square inch.
- The pipe line shall be considered acceptable if the time interval for the 1.0 psi pressure drop is not less than the holding time of 139 seconds.

Successful pressure testing shall be performed prior to making the connection to the existing sanitary sewer system. All defects revealed by the tests shall be corrected at the Contractor's expense. Additional tests and repairs shall be continued by the Contractor until test requirements are met. Repairs to the system shall be made with new materials. No caulking of threaded joints, cracks, or holes will be acceptable. When it is necessary to replace pieces of pipe, the replacement pipe shall be of the same material and thickness as the defective piece. All piping shall be adequately braced and supported during tests so that no movement, displacement or damage will result from the application of the test pressure. All equipment used in the testing shall be provided by the Contractor.

Grinder Pump Testing

The contractor shall confirm the pump is operable at the time of installation, and secured for future connection to the Newark Regional Transit Center. Pump shall not be connected or activated until future connection to the Newark Regional Transit Center is established (under separate contract).

Trench Excavation and Backfill

Trench excavation and bedding preparations shall proceed ahead of pipe and manhole placement so as to permit proper placement and joining of the pipe at the prescribed grade and alignment without unnecessary hindrance. All foreign matter or dirt shall be removed from the inside of the pipe before they are lowered into position in the trench, and they shall be kept clean by approved means during and after laying. The pipe and manholes shall be carefully lowered into laying position. Under no circumstances shall the pipe be dropped or dumped into the trench. At the time of pipe placement, the bedding conditions shall be such as to provide uniform and continuous support for the pipe between bell holes. Bell holes shall be excavated as necessary to make the joint connections, but they shall be no larger than would be adequate to support the pipe throughout its length. No pipe material shall be laid in water or when the trench or bedding conditions are otherwise unsuitable or improper. When placement or handling precautions prove inadequate, in the Engineer's opinion, the Contractor shall provide and install suitable plugs or caps effectively closing the open ends of each pipe section before it is lowered into laying position, and they shall remain so covered until removal is necessary for connection of an adjoining unit.

Pipe jointing and installation shall be completed in accordance with manufacturer's recommendations. Cutting of pipe, where required, shall be done in a neat and workmanlike manner using an abrasive cutting wheel or other means that will produce a smooth end normal to the pipe axis. All pipe ends shall be thoroughly cleaned prior to jointing.

Excavation shall be performed in accordance with Section 208 Excavation and Backfill for Pipe Trenches, except as amended herein. The bottom of the trench shall be carefully graded, cut true and even, so that the barrel of the pipe will have a bearing for the full length. The trenches shall be excavated to such depth as will provide pipe elevations as indicated on the Contract Drawings. The Contractor shall provide a bed of Del. No. 57 stone to be installed across the full width of the trench from the bottom of the pipe to a depth six (6) inches below the bottom of the pipe. Additional excavation shall be made under joints to allow for proper jointing. The trenches shall be excavated to the minimum standard depth or to such depth as required. Wherever the existing material at the bottom of the trench is unsuitable, as determined by the Engineer, the Contractor shall excavate and remove all unsuitable material, backfill and compact the trench bottom to the proposed grade using Del. No. 57 stone. All unsuitable excavated material shall be disposed of properly at an off-site location by the Contractor and at the Contractor's expense. Backfill shall be placed in accordance with Section 210 of the Standard Specifications. Cost for all pipe excavation and backfill, including supply and placement, shall be incidental to Item 73516.

DelDOT shall have the right to limit the amount of trench opened in advance of pipe laid, and the amount of pipe laid in advance of backfilling. They shall be empowered at any time to require the refilling of open trenches over completed pipelines, if in their judgment such action is necessary and the Contractor shall therefore have no claims for extra compensation even though to accomplish such refilling, he/she is compelled to temporarily stop excavation or other work at any place.

If work is stopped on any trench or excavation for any reason and the excavation is left open for an unreasonable length of time, in the opinion of the Engineer, the Contractor shall, if so directed, refill such trench or excavation at his/her own expense and shall not again open said trench until he/she is ready to complete the work therein.

Method of Measurement and Basis of Payment:

A breakout sheet attached to the Proposal lists the different elements of work or materials involved in completing this item. The Contractor shall fill in a unit price for each item and the cost (unit price times the proposed quantity). The Lump Sum cost for Item 73516 shall be derived from the total sum of the cost of all items listed. The breakout sheet shall be attached to the Bid Proposal. Each item will be measured as a unit price item in the field. The final Lump Sum payment for Item 73516 will be adjusted by change order, either plus or minus, to match the final totals of all unit price items established in the Breakout Sheet. Failure to submit the breakout sheet with the Bid Proposal will result in the bid being declared non-responsive and rejected.

The measurement of payment for the "Sanitary Sewer System" shall be for the supply and installation of the materials listed in the breakout sheet in accordance with the units indicated. Payment for this item shall consist of all labor, materials and equipment required to install the complete "Sanitary Sewer System" to the respective size(s) and depth(s) as required and shown on the Contract Drawings.

The breakout item unit price of sanitary sewer pipe actually installed shall be measured horizontally along the centerline of the pipe from end to end of each pipe section and shall be paid for at the unit price per linear foot of the size(s) and type(s) required by the Contract. The unit price per linear foot of sanitary sewer pipe actually installed under this item shall include and cover furnishing all labor, materials, and equipment necessary to complete the work required to include, but not limited to: support and protection of existing utilities; horizontal directional drilling, sewer plugs; furnishing, installing, and testing of sanitary sewer pipes, closures, specials, and related fittings.

The breakout item unit price of sanitary manholes actually installed shall be measured vertically from rim elevation to lowest invert and shall include and cover furnishing all labor, materials and equipment necessary to complete the work required to include, but not limited to: support and protection of existing utilities; furnishing and installing frame and cover, flexible gasket connectors, manhole steps, poured concrete channels, grade rings, closures, specials, and related fittings.

The breakout item unit price of grinder pumps actually installed shall be measured as lump sum and shall include and cover furnishing all labor, materials and equipment necessary to complete the work required to include, but

not limited to: support and protection of existing utilities; furnishing, installing, and testing of grinder pump and appurtenances, closures, specials, and related fittings.

The breakout item unit price of the air release valves actually installed shall be measured as lump sum and shall include and cover furnishing all labor, materials and equipment necessary to complete the work required to include, but not limited to: support and protection of existing utilities; furnishing, installing, and testing of the air valve and appurtenances, closures, specials, and related fittings.

Each breakout item unit price shall also include furnishing and installing warning tape; excavation; excavation of hot-mix pavement and base course, if required; furnishing Type C backfill as required, backfilling to the limits shown on the Contract Drawings; any excavation that may be necessary for sheeting or bracing the trench; the placing and removal or cutting off of sheeting or bracing; pumping, dewatering, or other disposal of water; temporary and final grading; and stone bedding as shown on the Contract Drawings; Concrete encasement to the limits shown on the Contract Drawings or as directed by the Engineer or Utility Owner; and all incidentals for satisfactory completion of the work and to make the sewer system functional.

A percentage of the total Lump Sum bid price will be paid based on the work performed in each pay period. The percentage will be calculated by multiplying the total units of each completed Breakout Item times the appropriate unit price; then adding the total dollars of completed work, divided by the total Lump Sum bid price for Item 753516, Sanitary Sewer System. Final payment may result in less than 100% of the total Lump Sum based on actual work performed. Should the Lump Sum total be exceeded, additional funds will be added by Change Order based on the best available estimate at the time. DelDOT reserves the right to delete from the Contract one or more items listed and the right to add or subtract from the quantity of each item. There will be no extra compensation or increase in unit prices in the breakout sheet if such additions and/or deletions are made to the quantities.

DelDOT reserves the right to delete from the Contract one or more items listed in the breakout sheet and the right to add or subtract from the quantity of each item. The total price to be paid will be adjusted in accordance with the Contractor's unit prices as required above. There will be no extra compensation or increase in unit prices in the breakout sheet if such additions and/or deletions are made to the quantities.

2/10/17

759501 - FIELD OFFICE, SPECIAL

Description:

The field office work shall consist of furnishing, erecting, equipping, maintaining, and removing a singlewide modular office and adjacent parking area. The Contractor shall submit a specific location layout drawing and construction details for the proposed field office and its parking area for approval by the Engineer. The field office and parking area shall be for the exclusive use of Department Officials, Engineers, Designers, North Region Construction (NRC) Personnel, Consultants, and Inspectors.

The field office structure shall be free of asbestos and/or other hazardous materials. The field office and its parking area shall be constructed and installed in accordance with all applicable city, county, state, and federal codes. The Contractor shall be responsible for obtaining all required licenses and permits for installation and placement of the field office and its parking area. The costs of obtaining such licenses and permits to be incidental to the "Field Office, Special" Item. The field office shall be available for use by the Department continuously throughout the duration of the project.

Construction and Equipment:

The field office shall be new and have a minimum floor space of 600 square feet with minimum exterior dimensions of 50'-0" length by 12'-0" width. The floor to ceiling height shall be nominal 8'-0". The exterior walls, ceiling, and floor shall be insulated. The field office shall be of weather-proof construction, tightly floored and roofed, constructed with an air space above the ceiling for ventilation, supported above the ground, safely secured to its support if the support is an inground anchored foundation or otherwise by tie-downs to the ground, and fully skirted with rigid watertight covering overlapping the bottom of the exterior siding to the existing ground.

The Contractor shall provide entries to the field office by constructing a stair and deck platform with canopy at each exterior door. These entries shall be fabricated using treated dimension lumber, be constructed with hand and safety railing, be designed to last the life of the Contract, and conform to the requirements of the Architectural Accessibility Board and other federal, state and local boards, bodies and/or courts having jurisdiction in the Contract limits.

The Contractor shall construct and maintain an all weather parking area adjacent to the office of at least 2500 square feet and having a minimum of 10 functional parking spaces striped for full size cars. All weather pathways from the parking area to the entrances of the field office shall also be constructed and maintained. This parking area and entrance pathways shall have a minimum of 2" type "C" hot mix on top of minimum 6" graded aggregate subbase. Snow and/or ice shall be removed from the parking area and from the entrance pathways to the field office within 12 hours after each occurrence. Costs for furnishing, placing, and maintaining the aggregate base and hot mix, and for snow and/or ice removal, to be incidental to the Field Office, Special" Item.

The ground area 30'-0" from around the perimeter of the field office to the field office shall be landscaped and maintained. If the earthen grounds do not have a stand of weed free grass, the surface of this area shall be loosened to a depth of 4" and a satisfactory seedbed shall be prepared free of debris and extraneous matter. The area shall be seeded to a healthy stand of grass or sodded, after which the area shall be watered, mowed, and trimmed a minimum of three times a month during the growing seasons. Cost for this landscaping and maintenance to be incidental to the "Field Office, Type I Special" Item.

The field office shall have full carpeting, kitchenette facilities, and interior and exterior paneling, lighting, and plumbing fixtures. The field office shall have a minimum of two (2) exterior doors, each door having a passage and a deadbolt lock. These door locks shall be keyed and at least 2 complete sets of keys shall be supplied to the Engineer's representatives. The exterior doors shall be insulated or have storm doors. The field office shall have a minimum of six (6) windows, each window having a minimum glass area of 1150 square inches and a horizontal mini-blind covering the full glass area. The windows shall be insulated or have storm windows. All windows shall be equipped with a locking device. All doors and windows shall have screens installed and repaired when damaged.

At least two (2) outside water service connections shall be provided at the field office. Each water connection shall have a 3/4" frost proof hose bib with vacuum breaker and shall include 100 linear feet of 5/8" minimum diameter reinforced, industrial or commercial grade, soft rubber hose per connection.

The field office shall be provided with sufficient natural and artificial light and shall be adequately heated and cooled to provide comfortable working conditions.

The field office shall have satisfactory lighting, electrical outlets, heating equipment, exhaust fan, and air-conditioning connected to an operational power source. Plan and drawing areas shall have individual fluorescent lights situated over their worktables. Replacement fluorescent lights shall be furnished as required. Electrical current, water, and any fuel for heating equipment shall be furnished and the cost of such shall be borne by the Contractor. Maintenance of the heating, exhaust fan, and air-conditioning equipment shall be provided for by validated service contracts for the length of the Contract. These service contracts shall allow a Department authorized project person to deal directly with the service organization to request repair.

The Contractor shall furnish and maintain two fire extinguishers and provide one lighted "Exit" sign for each exterior passage door. Fire extinguisher(s) may be chemical or dry power and shall be UL Classification 10-B:C(min.) and shall be suitable for Types A:B:C fires. A commercial or industrial type first aid and safety kit suitable for project conditions and hazards (including snakebite) shall be provided and maintained to full capacity on a monthly basis.

The Contractor shall provide an alarm system for field office security with electronic, direct connection to a security service provider. The security system shall have interior motion, window, and entrance detectors and built in manual fire alarm. All windows of the field office shall be covered with steel bar grids as a deterrent to forced entry. The Contractor shall provide validated monitoring and service contracts for the length of the Contract. These contracts shall allow a Department authorized project person to deal directly with the security service provider to request service and/or repair.

The Contractor shall furnish and maintain an adequate supply of cold potable water, a minimum 23 cubic foot new refrigerator, and a minimum 900-watt new microwave oven. Maintenance of the potable water supply equipment, refrigerator, and microwave shall be provided for by validated service contracts for the length of the Contract. These service contracts shall allow a Department authorized project person to deal directly with the service organization to request repair.

Suitable indoor toilet facilities, conforming to the requirements of the State and Local Boards of Health or of other bodies or courts having jurisdiction in the area, shall be provided. When separate facilities for men and women are not available or required, a sign with the wording "Rest Room" (letter heights 1" minimum) shall be placed over the doorway and an adequate positive locking system shall be provided on the inside of the doorway to insure privacy. The facility(s) shall be maintained by the Contractor to be clean and in good working condition and shall be stocked by the Contractor with adequate lavatory and sanitary supplies at all times during the period of the Contract.

The Contractor shall be responsible for performing or for making arrangements for all necessary telephone connections and/or for their maintenance; for providing a new telephone equipment system, for payment of all connections and the new telephone system equipment and its installation; and for final disconnection of the telephones.

The field office telephone system shall have a total of 5 lines consisting of 2 direct single lines with call forward busy feature, 2 dedicated computer use line with broadband connection for either DSL or cable, and 1 dedicated facsimile line and have 5 key sets consisting of 1 master key set having privacy feature, and 4 four-button key sets having privacy feature (1 set which may be for wall mounting), all for the official and exclusive use of the Engineer and other representatives of the Department. Arrangement shall be made to allow a Department authorized project person to deal directly with the telephone company to report outages and/or request repair. Monthly billings for the field office telephone system shall be received and paid by the Contractor. A copy of each bill shall be forwarded to the Project Resident for reimbursement on the subsequent contract pay estimate. The reimbursement will be for the amount of the bill only and shall not include any additional mark-up or profit.

For all other utilities, the Contractor shall be responsible for performing or for making arrangements for all necessary utility connections and/or for their maintenance; for payment of all utility connections, installations, service fees and bills; and for final disconnection of utilities.

The field office interior shall be furnished by the Contractor. The Contractor shall provide new and maintain the following office furnishings, all which are to be approved by the Engineer prior to installation in the field office. Placement of these furnishings shall be as directed by the Engineer. 6 full size office desks each with filing drawer and fully adjustable ergonomic design swivel chair with armrests and five leg base having wheel casters, 1 computer station with acoustical panels having minimum 60 NRC rating for privacy screen and fully adjustable ergonomic design swivel chair with armrests and five leg base having wheel casters, 1 large conference table for a minimum of 12 people with surrounding chairs with armrests, 2 folding tables minimum 6'-0" by 3'-0" each with ergonomic design straight back chair with armrests, 1 work table, 1 supply cabinet, 2 rough plan racks, 2 legal size filing cabinets with 4 drawers, 2 legal size fire-resistant filing cabinets with lock and key with 4 drawers and meeting fire underwriters' approval for not less than one hour test, 2 book shelves minimum 3'-6" by 4'-6", 3 vertical surface legal size three compartment pockets, 2 dry erase boards minimum 4' by 3' each with markers and erasers, and 2 cork bulletin boards minimum height 3' by 2'. These office furnishings will remain the property of the Contractor at the conclusion of the project.

The Contractor shall also furnish new and maintain the following office equipment, all which are to be approved by the Engineer prior to installation in the field office. The required equipment will enable the Department to synchronize project record keeping and office functions. The equipment shall be delivered in working and useable condition:

4 heavy-duty calculators having extra large 12-digit fluorescent display, full size keyboard with contoured keys, two-color ribbon printer, and AC powered;

1 compact plain paper copying machine and cabinet with stationary platen, bypass feeding, and dual loading cassette system with cassettes for letter, legal, and ledger size paper. Copy machine to have zoom and preset reduction and enlargement features, automatic two (2) sided copying, automatic document feeder with minimum 30 sheet capacity, and 20 bin collator with automatic stapling capacity;

1 desktop model, compact facsimile machine with automatic paper cutter, 10-sheet feeder, halftones with 16 levels of gray, 50-number auto dialing, answering machine hook-up, large LCD readout, date and time stamp, and advanced telephone features;

1 DVD camcorder with on-screen programming, full-range auto focus, high-speed shutter, high-resolution, bookmark search, time-lapse recording, rechargeable batteries and charger, tripod, and protective carrying case;

1 integrated color monitor and DVD/VHS cassette recorder having minimum 20" screen, automatic on/play/rewind/stop, remote, full range speaker, and digital auto tracking;

1 micro cassette recorder, having fast playback, voice-activated system, three-digit tape counter, silent auto-stop and pause, two tape speeds, one-touch and follow-up, built-in condenser microphone, cue and review, and rechargeable with combination battery charger/AC adapter;

1 telephone answering machine having all-digital recording, 14 minute message capacity, selectable message time, voice prompt assistance, day/time stamp, call screening, two-digit LED message indicator, toll saver, power failure memory back-up, and message interrupt from any station; and

2 digital cameras with minimum 1/2.7" 4.0 mega pixel, 3X optical / 6X precision digital zoom, 12-bit DXP A/D conversion, 2.5" 123K pixel LCD display, 5-mode program AE and each with dual media slots, SXGA/XGA/VGA image resolution, E-mail mode. Also intelligent flash with red-eye protection, MPEG movie mode, clip motion, light metering, TEXT mode (GIF), playback zoom and resize, white balance, lithium battery system and in-camera picture effects, memory stick/card (minimum 256MB) capability, and storage case.

Consumables as required to manage the business of the project shall be provided for all office equipment for the length of the Contract. These consumables shall be furnished on request and shall include but not be limited to paper, tapes, ribbons, rolls, toner, cleaning kits, microcassette tapes and batteries, answering machine cassettes, camera batteries and memory sticks and/or discs, DVD and CD R/RW media, etc.

Maintenance of all office equipment shall be provided for by a validated service contract for the length of the Contract. This service contract shall allow a Department authorized project person to deal directly with the service organization to request repair.

Included in the unit price bid per month for the Field Office on this project will be two (2) IBM compatible Microcomputer Systems both which will be furnished and maintained by the Contractor for use by the Engineer. The specified computer systems will synchronize the construction management functions of the Department to monitor, report, and perform the accounting of the project work. The computer systems and all their related equipment specified below shall be furnished new and remain the property of the Contractor at the conclusion of the Contract. A detailed listing of the proposed computer systems and all their related equipment to be provided by the Contractor shall be submitted for approval by the Engineer prior to furnishing the Microcomputer Systems. The Microcomputer Systems shall be Laptop Computer Systems each with docking station. Each of the two (2) Microcomputer Systems shall consist of:

Central Processing Unit (CPU) – Lap Top

Pentium M processor, 740 (1.7 GHz) or better with integrated USB 2.0 and IEEE 1394 ports (firewire) and wireless networking included,

Minimum 1.0 GB RAM with expansion capability to at least 3.0 GB and clock/calendar card equivalent, and

Microsoft "Windows® XP Professional" operating system;

Memory (Storage)

CD/DVD +/- RW with double layer write capability, and 100GB hard drive minimum, integrated Ethernet 10/100, and internal modem. Included software shall support double layer media writing and automatic backup of data;

Monitor (Cathode Ray Tube)

Monitor for docking station and docking station - Super Video Graphics Adapter (SVGA) minimum. 19" minimum diagonal visual area flat panel with .26 dot pitch capable of multiple frequency 256 color graphics and at least 1024 pixel resolution. Swivel base with low radiation and eyestrain protection, brightness and contrast control and

Laptop - shall have 15.4" display minimum;

Color Graphics Card

Card must be SVGA AGP interface with 64 MB onboard video memory having maximum resolution of at least 1280x720 with at least 16 bit color and video control hardware and software;

Keyboard

Keyboard shall be ergonomic, enhanced layout minimum with keyboard interface cable;

Printers

LaserJet HP 2550N network capable printer or latest model with 64 MB minimum total memory having up to 600 dpi resolution and using HPL6 printer language with all necessary software and cables for proper operation; and a HP Desk Jet color printer or latest model with photo quality print capability and with all necessary software, equipment, and cables for general operation as well as connection and sharing on a local network;

Scanner

A HP6100 color scanner with HP5770 ScanJet ADF (or equivalent brand) with all necessary software, equipment, and cables for general operation as well as connection and sharing on a local network;

Software

The latest version programs for application management (operating system), word processing, spreadsheet, and anti-virus shall be provided with all user manuals. Upgrades, maintenance, and full technical support by the manufacturer shall be provided for the length of the Contract. The required software will enable the Department to synchronize accounting and record keeping functions between the project, District, and Department offices. A list of programs to be provided shall be submitted to the Engineer for approval. Software, other than for application management and anti-virus, is to be delivered unopened to the Department's administrative office. All software is to be compatible with and for use to run on "Windows® XP Professional". The required applications software follows and is to be latest version unless noted:

office suite - "Microsoft® Office XP Professional",
antivirus - "McAfee® Total Protection for Small Business",
software supporting creation of DVD +/- R/RW disks (supporting double layer media writing) and DVDR and DVDRW disks using DVDRW drive, for example: Ahead Nero, Roxio DVD/CD Creator, or some equivalent product. Note: software commonly included as part of the standard CDRW upgrade/standalone package is acceptable if included with the unit;

Related Equipment

Wireless networking hub/router (802.11g or better) with all associated hardware (adapters, cables, etc) and soft to enable wireless networking and internet connection sharing for all office computers and printers,

An electrical outlet with dedicated circuit for the main computer unit,

An optical mouse with proper driving software having complete Microsoft emulation,

An internal 56/28.8/14.4 fax modem with MNP5 error checking and complete Hayes emulation having high-speed 14.4 fax capability and regular data transmission between 2400 and 56 baud, with the latest version proper driving software,

Necessary cables for proper operation,

An uninterruptible power supply (UPS) units for protection from power loss or fluctuation, minimum of 6 outlets, adequate to provide a minimum of 30 minutes backup power for an orderly shut down of the computer system with software and connections for automatic system shutdown,

24 bit Sound Blaster compatible PCI soundcard with quality desktop speakers,

A combination surge, spike, and noise protection device with receptacles for all peripherals (may be in combination with the UPS power supply),

A wrist rest suitable for use with the furnished keyboard,

Cleaning kits for disk drives,

An anti-glare filter with grounding wire suitable for use with the furnished monitor, and

All cards, hardware, and operating, anti-virus, and equipment software to be fully installed and operational;

Maintenance and Service

Maintenance of all specified equipment and components shall be provided for by a validated service agreement for the length of the Contract. Maintenance (upgrades, replacement, full technical support) for each software application shall be provided for by validated maintenance agreement for the length of the Contract. These agreements shall allow an authorized project person to deal directly with the service organization to request repair or the maintenance organization to request assistance; and

Supplies

Consumables as required to manage the business of the project shall be provided for the Microcomputer Systems for the length of the Contract. These consumables shall be furnished on request and include but not be limited to 3-1/2" double sided high density micro floppy diskettes, compatible diskettes for provided digital cameras and memory stick media, DVDR and DVDRW media compatible supporting operational minimum to maximum speed of the DVD/RW drive unit, cut sheet paper and labels compatible with the printers, hardware and screen cleaners, and toner cartridges.

Maintenance of the field office including its adjacent parking area, for the time required, shall consist of maintenance and/or replacement of all provided items, security system, furniture and equipment, computer systems, providing lavatory supplies, providing trash containers and waste baskets, providing entrance mats at each door, providing replacement items for lighting fixtures, maintaining all utilities, providing satisfactory and sanitary janitorial and waste disposal services twice a week, providing cleanup of trash and debris on the parking lot and landscaped area once a week, and shall be included in the monthly unit cost.

The Contractor shall provide and deliver a current copy of all validated field office, equipment, and computer maintenance, service, assistance and/or monitoring agreements and/or contracts as mentioned hereinabove to the Department's administrative office on or before the first day the field office is ready for use.

Method of Measurement:

This item will not be measured but will be paid for on a monthly basis. Partial months will be paid at the rate of 0.033 months per day.

Basis of Payment:

The field office will be paid for on a unit price bid per month, which price shall be full compensation for performing the work specified and the furnishing of all materials, labor, tools, equipment and incidentals necessary to maintain the field office and its adjacent parking area and restore the field office area and adjacent parking area to match the original site condition. No separate payment will be made for costs involved for removing hazardous material or underground tanks to install these offices or the parking area.

Payment will be made only for the actual number of months that the office is acceptably provided by the Contractor.

The field office shall be ready for use not later than thirty (30) calendar days after the date of the fully executed Contract and before construction operations begin.

3/3/08

763501 - CONSTRUCTION ENGINEERING

1) Description:

This work consists of construction lay out including; stakes, lines and grades as specified below. Subsection 105.10 Construction Stakes, Lines and Grades of the Standard Specifications is voided.

Based on contract plans and information provided by the Engineer, the Contractor shall stake out right-of-way and easements lines, limits of construction and wetlands, slopes, profile grades, drainage system, centerline or offset lines, benchmarks, structure working points and any additional points to complete the project.

The Engineer will only establish the following:

- (a) Original and final cross-sections for borrow pits.
- (b) Final cross-sections: Top and bottom pay limit elevations for all excavation bid items that are not field measured by Construction inspection personnel. The Contractor shall notify the Engineer when these pay limit elevations are ready and allow for a minimum of two calendar days for the Engineer to obtain the information.
- (c) Line and grade for extra work added on to the project plans.

2) Equipment. The Contractor shall use adequate equipment/instruments in a good working order. He/she shall provide written certification that the equipment/instrument has been calibrated and is within manufacturer's tolerance. The certification shall be dated a maximum of 9 months before the start of construction. The Contractor shall renew the certification a minimum of every 9 months. The equipment/instrument shall have a minimum measuring accuracy of [3mm+2ppmxD] and an angle accuracy of up to 2.0 arc seconds or 0.6 milligons. If the Contractor chooses to use GPS technology in construction stakeout, the Contractor shall provide the Engineer with a GPS rover and Automatic Level for the duration of the contract. The GPS rover shall be in good working condition and of similar make and model used by the Contractor. The Contractor shall provide up to 8 hours of formal training on the Contractor's GPS system to a maximum of four Engineer's appointees (DELDOT Construction Inspectors). At the end of the contract, the Engineer will return the GPS rover to the Contractor. If any of the equipment/instruments are found to be out of adjustment or inadequate to perform its function, such instrument or equipment shall be immediately replaced by the Contractor to the satisfaction of the Engineer. Choosing to use GPS technology does not give the contractor authority to use machine control.- Construction Engineering (GPS) Machine Control Grading shall only be used if noted in the General Notes in the plan set outlining the available files that will be provided to the Contractor and "the Release for delivery of documents in electronic form to a contractor" are signed by all parties prior to delivery of any electronic files. Only files designated in the General Notes shall be provided to the contractor. If machine control grading is allowed on the project see the "machine control" section of this specification. GPS technology and machine control technology shall not be used in the construction of bridges.

3) Engineering/Survey Staff. The Contractor shall provide and have available for the project an adequate engineering staff that is competent and experienced to set lines and grades needed to construct the project. The engineering personnel required to perform the work outlined herein shall have experience and ability compatible with the magnitude and scope of the project. Additionally, the Contractor shall employ an engineer or surveyor licensed in the State of Delaware to be responsible for the quality and accuracy of the work done by the engineering staff. When individuals or firms other than the Contractor perform any professional services under this item, that work shall not be subject to the subcontracting requirements of Subsection 108.01 of the Standard Specifications. The Contractor shall assume full responsibility for any errors and/or omissions in the work of the engineering staff described herein. If construction errors are caused due to erroneous work done under Construction Engineering the Contractor accepts full responsibility, no matter when the error is discovered. Consideration will not be given for any extension of contract time or additional compensation due to delays, corrective work, or additional work that may result from faulty and erroneous construction stakeout, surveying, and engineering required by this specification.

Construction Methods:

4) Performance Requirements:

- (a) Construction Engineering shall include establishing the survey points and survey centerlines; finding, referencing, offsetting the project control points; running a horizontal and vertical circuit to verify the precision of given control points. Establishing plan coordinates and elevation marks for culverts, slopes, subbase, subsurface drains, paving, subgrade, retaining walls, and any other stakes required for control lines and grades; and setting vertical control elevations, such as footings, caps, bridge seats and deck screed. The Contractor shall be responsible for the preservation of the Department's project control points and benchmarks. The Contractor shall establish and preserve any temporary control points (traverse points or benchmarks) needed for construction. Any project control points (traverse points) or benchmarks conflicting with construction of the project shall be relocated by the Contractor. The Contractor as directed by the Engineer must replace any or all stakes that are destroyed at any time during the life of the contract. The Contractor shall re-establish centerline points and stationing prior to final cross-sections by the Engineer. The Vertical Control error of closure shall not exceed 0.035 ft times [Square root of number of miles in the level run] (0.01 m times [square root of number of kilometers]). The Horizontal Control precision ratio shall have a minimum precision of 1:20,000 feet (1 meter per 20,000 meters or 1:20,000) of distance traversed prior to adjustment.
- (b) The Contractor shall perform construction centerline layout of all roadways, ramps and connections, etc. from project control points set by the Engineer. The Contractor using the profiles and typical sections provided in the plans shall calculate proposed grades at the edge of pavement or verify information shown on Grades and Geometric sheets.
- (c) The Contractor shall advise the Engineer of any horizontal or vertical alignment revisions needed to establish smooth transitions to existing facilities. The Contractor must immediately bring to the attention of the Engineer any potential drainage problem within the project limits. The Engineer must approve any proposed variation in profile, width or cross slope.
- (d) The Contractor shall establish the working points, centerlines of bearings on bridge abutments and on piers, mark the location of anchor bolts to be installed, check the elevation of bearing surfaces before and after they are ground and set anchor bolts at their exact elevation and alignment as per Contract Plans. Before completion of the fabrication of beams for bridge superstructures, the Contractor shall verify by accurate field measurements the locations both vertically and horizontally of all bearings and shall assume full responsibility for fabricated beams fitting and bearing as constructed. After beam erection and concurrently with the Department project surveyors or their designated representative, the Contractor shall survey top of beam elevations at a maximum of 10-ft (3.0-meter) stations and compute screed grades. These shall be submitted to the Engineer for review and approval before the stay in place forms are set. Construction stakes and other reference control marks shall be set at sufficiently frequent intervals to assure that all components of the structure are constructed in accordance with the lines and grades shown on the plans. The Contractor will be responsible for all structure alignment control, grade control and all necessary calculations to establish and set these controls.
- (e) The Contractor, using contract plans, shall investigate proposed construction for possible conflicts with existing and proposed utilities. The Contractor shall then report such conflicts to the Engineer for resolution. All stakes for utility relocations, which will be performed by others, after the Notice to Proceed has been given to the Contractor, shall be paid for under item 763597 - Utility Construction Engineering.
- (f) The Contractor shall be responsible for the staking of all sidewalk and curb ramp grades in accordance with the plans and the Departments Standard Construction Details. The Contractor shall review the stakeout with the Engineer prior to construction. The Engineer must approve any deviation from plans, Department Standard Construction Details and Specifications in writing. The Contractor shall be responsible for any corrective actions resulting from problems created by adjustments if they fail to obtain such approval.
- (g) If wetland areas are involved and specifically defined on the Plans the following shall apply:
 - i. It is the intent of these provisions to alert the Contractor, that he/she shall not damage or destroy wetland areas, which exist beyond the construction limits. These provisions will be strictly enforced and the Contractor shall advise his/her personnel and those of any Subcontractor of the importance of these provisions.

- ii. All clearing operations and delineation of wetlands areas shall be performed in accordance with these Special Provisions. Before any clearing operation commences the Contractor shall demarcate wetlands at the Limits of Construction throughout the entire project as shown on the Plans labeled as Limits of Construction or Wetland Delineation to the satisfaction of the Engineer.
 - iii. The material to be used for flagging the limits of construction shall be orange vinyl material with the wording "Wetland Boundary" printed thereon. In wooded areas, the flagging shall be tied on the trees, at approximate 20-foot (6.1 meter) intervals through wetland areas. In open field and yard areas that have been identified as wetlands, 3 foot (one meter) wooden grade stakes shall be driven into the ground at approximate 20 foot (6.1 meter) intervals and tied with the flagging.
 - iv. If the flagging has been destroyed and the Engineer determines that its use is still required, the Contractor shall reflag the area at no cost to the Department. If the Contractor, after notification by the Engineer that replacement flagging is needed, does not replace the destroyed flagging within 48 hours, the Engineer may proceed to have the area reflagged. The cost of the reflagging by the Engineer will be charged to the Contractor and deducted from any monies due under the Contract.
 - v. At the completion of construction, the Contractor shall remove all stakes and flagging.
 - vi. The Contractor shall be responsible for any damages to wetlands located beyond the construction limits, which occurs from his/her operations during the life of the Contract. The Contractor shall restore all temporarily disturbed wetland areas to their preconstruction conditions. This includes restoring bank elevations, streambed and wetland surface contours and wetlands vegetation disturbed or destroyed. The expense for this restoration shall be borne solely by the Contractor.
- (h) Whenever the Engineer will be recording data for establishment of pay limits, the Contractor will be invited to obtain the data jointly with the Engineer's Survey Crew(s) in order to agree with the information. If the Contractor's representative is not able to obtain the same data, then the information obtained by the Engineer shall be considered the information to be used in computing the quantities in question.

5) Submittals. All computations necessary to establish the exact position of all work from the control points shall be made and preserved by the Contractor. All computations, survey notes, electronic files, and other records necessary to accomplish the work shall be made available to the Department in a neat and organized manner at any time as directed by the Engineer. The Engineer may check all or any portion of the stakeout survey work or notes made by the Contractor and any necessary correction to the work shall be made as soon as possible. The Contractor shall furnish the Engineer with such assistance as may be required for checking all lines, grades, and measurements established by the Contractor and necessary for the execution of the work. Such checking by the Engineer shall not relieve the Contractor of his/her responsibility for the accuracy or completeness of the work. Copies of all notes must be furnished to the engineer at the completion of the project.

The Contractor shall submit any of the following at the Engineer's request:

- (a) Proposed method of recording information in field books to ensure clarity and adequacy.
- (b) A printout of horizontal control verification, as well as coordinates, differences and error of closure for all reestablished or temporary Control Points.
- (c) A printout of vertical control verification, with benchmark location elevation and differences from plan elevation.
- (d) Sketch of location of newly referenced horizontal control, with text printout of coordinates, method of reference and field notes associated with referencing control - traverse closure report.
- (e) Description of newly established benchmarks with location, elevation and closed loop survey field notes - bench closure report
- (f) All updated electronic and manuscript survey records.
- (g) Stakeout plan for each structure and culvert.
- (h) Computations for buildups over beams, screed grades and overhang form elevations.
- (i) A report showing differences between supplied baseline coordinates and field obtained coordinates, including a list of preliminary input data.
- (j) Any proposed plan alteration to rectify a construction stakeout error, including design calculations, narrative and sealed drawings.
- (k) Baseline for each borrows pit location.
- (l) Detailed sketch of proposed overhead ground mounted signs or signals showing obstructions that may interfere with their installation.
- (m) Copies of cut sheets.

Machine Control Grading

This Section of the specification shall only be used if machine control is authorized for use on the project.

Description:

This specification contains the requirements for grading operations utilizing Global Positioning Systems (GPS).

Use of this procedure and equipment is intended for grading the subgrade surface; it is not intended for the use in constructing final surface grades.

The Contractor may use any manufacturer's GPS machine control equipment and system that results in achieving the grading requirements outlined in section 202 of the standard specifications. The Contractor shall convert the electronic data provided by the Department into the format required by their system. The Department will only provide the information outlined in this document and no additional electronic data will be provided.

The Contractor shall perform at least one 500 foot test section with the selected GPS system to demonstrate that the Contractor has the capabilities, knowledge, equipment, and experience to properly operate the system and meet acceptable tolerances. The engineer will evaluate and make the determination as to whether additional 500 foot test sections are required. If the Contractor fails to demonstrate this ability to the satisfaction of the Department, the Contractor shall construct the project using conventional surveying and staking methods.

Materials:

All equipment required to perform GPS machine control grading, including equipment needed by DeIDOT to verify the work, shall be provided by the Contractor and shall be able to generate end results that are in accordance with the requirements of Division 200 - EARTHWORK of the Standard Specifications.

Construction:

a. DeIDOT Responsibilities:

1. The Department will set initial vertical and horizontal control points in the field for the project as indicated in the contract documents, (plans set). If the Contractor needs to establish new control points they shall be traversed from existing control points and verified to be accurate by conventional surveying techniques.
2. The Department will provide the project specific localized coordinate system.
3. The Department will provide data in an electronic format to the Contractor as indicated in the General Notes.
 - a. The information provided shall not be considered a representation of actual conditions to be encountered during construction. Furnishing this information does not relieve the Contractor from the responsibility of making an investigation of conditions to be encountered including, but not limited to site visits, and basing the bid on information obtained from these investigations, and the professional interpretations and judgments of the Contractor. The Contractor shall assume the risk of error if the information is used for any purpose for which the information is not intended.
 - b. Any assumption the Contractor makes from this electronic information shall be at their risk. If the Contractor chooses to develop their own digital terrain model the Contractor shall be fully responsible for all cost, liability, accuracy and delays.
 - c. The Department will develop and provide electronic data to the Contractor for their use as part of the contract documents in a format as indicated in the General Notes. The Contractor shall independently ensure that the electronic data will function in their machine control grading system.

4. The Files that are provided were originally created with the computer software applications MicroStation (CADD software) and INROADS (civil engineering software). The data files will be provided in the native formats and other software formats described below. The contractor shall perform necessary conversion of the files for their selected grade control equipment. The Department will furnish the Contractor with the following electronic files:
 - a. CAD files
 - i. Inroads -Existing digital terrain model (.DTM)
 - ii. Inroads -Proposed digital terrain model (.DTM)
 - iii. Microstation -Proposed surface elements - triangles
 - b. Alignment Data Files:
 - i. ASCII Format
5. The Engineer shall perform spot checks of the Contractor's machine control grading results, surveying calculations, records, field procedures, and actual staking. If the Engineer determines that the work is not being performed in a manner that will assure accurate results, the Engineer may order the Contractor to redo such work to the requirements of the contract documents, and in addition, may require the Contractor to use conventional surveying and staking, both at no additional cost to the Department.

B. Contractor's Responsibilities

1. The Contractor shall provide the Engineer with a GPS rover and Automatic Level, for use during the duration of the contract. At the end of the contract, the GPS rover and Automatic Level will be returned to the Contractor. The Contractor shall provide a total of 8 hours of formal training on the Contractor's GPS machine control system to the Engineer and up to three additional Department appointees per rover.
2. The Contractor shall review and apply the data provided by the Department to perform GPS machine control grading.
3. The Contractor shall bear all costs, including but not limited to the cost of actual reconstruction of work, that may be incurred due to application of GPS machine control grading techniques. Grade elevation errors and associated corrections including quantity adjustments resulting from the contractor's use of GPS machine control shall be at no cost to the Department.
4. The Contractor shall convert the electronic data provided by the Department into a format compatible with their system.
5. The Contractor's manipulation of the electronic data provided by the Department shall be performed at their own risk.
6. The Contractor shall check and if necessary, recalibrate their GPS machine control system at the beginning of each workday in accordance with the manufacturer's recommendations, or more frequently as needed to meet the requirements of the project.
7. The Contractor shall meet the accuracy requirements as detailed in the Standard Specifications.
8. The Contractor shall establish secondary control points at appropriate intervals and at locations along the length of the project. These points shall be outside the project limits and/or where work is performed. These points shall be at intervals not to exceed 1000 feet. The horizontal position of these points shall be determined by conventional survey traverse and adjustments from the original baseline control points. The conventional traverse shall meet or exceed the Department's Standards. The elevation of these control points shall be established using differential leveling from the project benchmarks, forming a closed loop. A copy of all new control point information including closure report shall be provided and approved by the Engineer prior to construction activities. The Contractor shall be responsible for all errors resulting from their efforts and shall correct deficiencies to the satisfaction of the Engineer and at no additional cost to the Department.

9. The Contractor shall provide stakes at all alignment control points, at every 500 foot stationing, and where required for coordination activities involving environmental agencies and utility companies at the Contractor's expense. Work that is done solely for utility companies and that is beyond the work performed under item 763501 - Construction shall follow and be paid for under item 763597 -Utility Construction Engineering.
10. The Contractor shall at a minimum set hubs at the top of finished grade at all hinge points on the cross section at 500 foot intervals on the main line and at least 4 cross sections on side roads and ramps as directed by the engineer or as shown on the plans. Placement of a minimum of 4 control points outside the limits of disturbance for the excavation of borrow pits, Stormwater Management Ponds, wetland mitigation sites etc. These control points shall be established using conventional survey methods for use by the Engineer to check the accuracy of the construction.
11. The Contractor shall preserve all reference points and monuments that are identified and established by the Engineer for the project. If the Contractor fails to preserve these items the Contractor shall reestablish them at no additional cost to the Department.
12. The Contractor shall provide control points and conventional grades stakes at critical points such as, but not limited to, PC's, PT's, superelevation points, and other critical points required for the construction of drainage and roadway structures.
13. No less than 2 weeks before the scheduled preconstruction meeting, the Contractor shall submit to the Engineer for review a written machine control grading work plan which shall include the equipment type, control software manufacturer and version, and proposed location of the local GPS base station used for broadcasting differential correction data to rover units.
14. The Contractor shall follow the guidelines set forth in the "Geometric Geodetic Accuracy Standards and Specifications for Using GPS Relative Positioning Techniques" and follow a minimum of Second Order Class 1, (2-I) classification standards.

Automated equipment operations have a high reliance on accurate control networks from which to take measurements, establish positions, and verify locations and features. Therefore, a strong contract control network in the field which is the same or is strongly integrated with the project control used during the design of the contract is essential to the successful use of this technology with the proposed Digital Terrain Model (DTM). Consistent and well designed site calibration for all machine control operations (as described below under *Contract Control Plan*) are required to ensure the quality of the contract deliverables. The Contract Control Plan is intended to document which horizontal and vertical control will be held for these operations. Continued incorporation of the Base Station(s) as identified in the Contract Control Plan is essential to maintaining the integrity of positional locations and elevations of features. The Contract Control Plan shall be submitted to the Department for review and approval by the Departments Survey Section 3 weeks prior to the start of any machine control work. The Contractor shall operate and maintain all elements of the Machine Grade Control continuously once the operations begin until otherwise approved by the Engineer.

Contract Control Plan:

The Contractor shall develop and submit a Contract Control Plan for all contracts which use Machine Control Grading. Contract control includes all primary and secondary horizontal and vertical control which will be used for the construction contract. Upon the Contractor's completion of the initial survey reconnaissance and control verification, but prior to beginning primary field operations, the Contractor shall submit a Contract Control Plan document (signed and sealed by the Delaware licensed Land Surveyor or Delaware Professional Engineer who oversees its preparation) for acceptance by the Engineer, which shall include the following:

1. A control network diagram of all existing horizontal and vertical control recovered in the field as contract control.
2. Include a summary of the calculated closures of the existing control network, and which control has been determined to have been disturbed or out of tolerance from its original positioning.
3. An explanation of which horizontal and vertical control points will be held for construction purposes. If necessary include all adjustments which may have been made to achieve required closures.

4. An explanation of what horizontal and vertical control (including base stations) was set to accomplish the required stakeout or automated machine operation. Include how the position of these new control points was determined.
5. Describe the proposed method and technique (technology and quality control) for utilizing the control to establish the existing and/or proposed feature location and to verify the completed feature location and/or measured quantity.
6. A listing of the horizontal and vertical datums to be used and the combined factor to be used to account for ellipsoidal reduction factor and grid scale factor.
7. If the Contractor chooses to use machine control as a method of measuring and controlling excavation, fill, material placement or grading operations as a method of measuring and controlling excavation, fill, material placement or grading operations, the Contractor Control Plan shall include the method by which the automated machine guidance system will initially be site calibrated to both the horizontal and vertical contract control, and shall describe the method and frequency of the calibration to ensure consistent positional results.
8. Issues with equipment including inconsistent satellite reception of signals to operate the GPS machine control system will not result in adjustment to the "Basis of Payment" for any construction items or be justification for granting contract time extension.

Method of Measurement:

The quantity of Construction Engineering will not be measured.

Basis of Payment:

Payment will be made at the Lump Sum price bid for the item "Construction Engineering". The price bid shall include the cost of furnishing all labor, equipment, instruments, stakes and other material necessary to satisfactorily complete the work as herein described under this item for all roads and structures that are a part of the contract. Adjustment in payment will be made for the deletion or addition of work not shown in the contract documents.

Monthly payment will be made under this item in proportion to the amount of work done as determined by the Engineer.

3/27/15

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

Description:

The Contractor shall plan, schedule and construct the Project by using a Critical Path Method Project Schedule (CPM) meeting the requirements of these specifications. Use the CPM for coordinating and monitoring the Work specified in the Contract Documents including all activities of Subcontractors, vendors, suppliers, utilities, railroads, the Department, and all other parties associated with the construction of the Contract. Include all Work in the CPM; including but not limited to submittals, major procurement, delivery, and construction activities. Include all activities, including bid items, quantified in the Contract Documents. Base the CPM upon the entirety of the Contract Documents. Utilize CPM software that generates files compatible with Primavera P6 Project Management Release: 7.0.0.

Scheduling Representative:

Designate a scheduling representative prior to submission of the Original Critical Path Method Project Schedule (OCPM). The scheduling representative is the person primarily responsible for development and maintenance of the CPM schedule; the Contractor's representative in all matters regarding the schedule; and the Contractor's designated attendee for all schedule related meetings. The scheduling representative shall also be knowledgeable of the status of all parts of the Work throughout the duration of the Project. Replacement of the scheduling representative will require written approval from the Engineer.

Submit the qualifications of the scheduling representative to the Engineer for approval. This approval is required before the OCPM will be accepted. The scheduling representative shall have at least three years of verifiable experience for preparing and maintaining CPM project schedules on Contracts of similar size and complexity.

Critical Path, Project Completion Date, and Float:

The critical path is defined as the series of activities in a CPM that has the longest path in time. The submitted activity sequence and durations must generate a CPM with only one critical path. Divide Project wide activities such as Maintenance of Traffic, Construction Engineering, or Temporary Erosion Control that, by their nature, generate long durations and complement other activities into "establish" and "conclude" activities to prevent this type of Work from occupying a significant portion of the critical path.

The project start date, or initial data date, of the original CPM shall be the first chargeable day of Work. Nonproductive Work and administrative activities may begin and/or end prior to the project start date. The Original CPM must use all of the Contract Time and contain a critical path containing exactly zero float. Early completion schedules are not permitted. The schedule ending date of the Original CPM that uses all of the Project Time is the contract completion date.

Total Float is the difference between the schedule's finish date and the contract completion date. Free float is the difference in time between an activity's early finish and late finish. Free float is a shared commodity for the use of the Department and the Contractor and is not for the exclusive use or benefit of either party. Both parties have the full use of free float until depleted.

Submittal of the OCPM; the Start of Work and the Schedule of Record:

Complete and submit the proposed original CPM schedule (OCPM) database and the written narrative (WN) within 30 calendar days after Contract is Awarded. The WN is a description of any elements of the Schedule that deviate from the proposed construction sequence shown in the Contract Documents. Submit the OCPM in CPM format fully compatible with Primavera P6 Project Management Release: 7.0.0 by email or CD ROM as a single compressed database in CPM format.

The Engineer will complete the review of the OCPM within 30 calendar days after submittal. If required, a Joint Review Conference will be convened at which time the Engineer and Contractor may make corrections and adjustments to the proposed OCPM. If a revision is necessary due to the Engineer's review or

the Joint Review Conference, submit the proposed revision within seven calendar days after receiving the Engineer's review comments or within seven calendar days after the date of the Joint Review Conference, whichever is the latest. Make revisions in accordance with the requirements for the OCPM. The Engineer will respond to the revised OCPM within seven calendar days after receipt. Clearly identify each submittal and resubmittal for clarity by labeling "2nd Draft", "3rd Draft", etc.

Do not start any Work until the OCPM is accepted. If the Engineer is ready to issue a Notice to Proceed but the OCPM is not yet accepted, the Engineer may issue the NTP and start Contract Time, but forbid Work to begin until the OCPM is accepted. The Engineer may partially accept a OCPM and allow Work to begin if the required corrections to the OCPM are minor, but the Engineer will not accept submittals that do not show the complete schedule. The Engineer will not pay any estimates until the OCPM is partially accepted. Once the OCPM is partially accepted, the Engineer will pay the first estimate. If the Contractor fails to make a good faith effort to address the Engineer's comments before the second estimate is due for payment, the Engineer will not pay the second estimate until a good faith effort is made by the Contractor to comply. The Engineer may not withhold an estimate payment if, within the estimate period in question, the Engineer has failed to provide timely review comments in response to the Contractor's submittal. The Engineer may, however, withhold the payment of subsequent estimates if the Contractor fails to make a good faith effort to address the Engineer's comments. Upon issuance of the Notice to Proceed, the start date utilized in the OCPM will be adjusted to comply with the first chargeable day of Work. Any delay in starting Work caused by the acceptance of the OCPM by the Engineer will not be considered as a basis for any adjustment in the Contract amount or time. For Contracts that have fast-tracked starts, the Engineer and the Contractor may agree to alter the response times and approval dates listed above. Upon notification that the OCPM has been accepted, the corrected copy will become the CPM of record. The CPM of record shall be the Contractor's work plan for completing the entire Contract as specified in the Contract Documents.

Requirements for the OCPM:

The format of the OCPM database shall be the precedence diagram method with days as the planning unit and shall be based on Calendar Days. Use the Department's partially predetermined coding structure (CS) that is furnished by the Engineer.

Activity Sequencing. Activity sequence must be logical and representative of the Contractor's order of the Work. Successors and predecessors determine the schedule logic or activity sequence. A given activity cannot start until all of the given activity's predecessors have been completed. Use only finish to start dependency relationships (links); do not use lag times without approval from the Engineer. The Engineer may request that the Contractor resequence the activities to reflect realistic job logic. When scheduling using multiple resources, each resource unit shall have a corresponding activity. Durations of activities include all the time necessary to complete the activity including, but not limited to, Contractor's non-work periods (other than those shown on the calendars), reasonably foreseeable inclement weather, weekends and holidays. Base schedule calculations on retained logic, contiguous durations, and total float as finish float.

Activity Resources. Sequence activities to reflect resource apportionment. Logically connect and code each activity to reflect the crew (resource) performing the operation. Submit a summary list of crews, their crew codes, and their operation(s) with each schedule submission, unless unchanged. Identify responsibility for each activity. Identify Subcontractors, DBE's, utilities and Work performed by others that affects the Schedule.

Breakdown and Durations of Activities. An individual activity is required for each construction element or each activity not under the control of the Contractor that affects the sequence or progress of the Work. The Engineer reserves the right to require additional breakdown of the Work activities at any time. Each activity must be identified by a name, symbol and coding, and shall have a duration, sequence, responsibility and resource(s). Choose activity names that are descriptive and identify single construction elements. Activity symbols, or ID's, shall be unique and systematic.

Activity types must be either "task", "start milestone", or "finish milestone". Do not use "hammock" type activities. Date constraints, float and duration constraints, and/or flags for activities are not permitted.

Assign a reasonable duration to each activity representative of its scope. Durations may not exceed 14 calendar days unless approved by the Engineer. Determine the duration of each activity by using productivity rates based on Calendar Days.

Include the preparation and approval of Working Drawings as activities. Include phasing (staging) milestones as activities. Correlate phasing milestones with the sequence of construction provided in the Contract Documents. Use a separate start and finish milestone activity to delineate each phase (stage).

Utility Work. Include all Work performed by utilities on the Project as activities in the OCPM. Include each utility item of Work shown in the Contract's Utility Statement as an activity. Durations for utility activities shall be the same as the durations shown in the Utility statement for each activity unless otherwise approved by the Engineer.

Calendars. Assign a calendar to each activity in the schedule. Use a minimum of 6 calendars, when applicable: (1) Full Schedule; (2) Permit Requirements; (3) Winter Condition; (4) Concrete Work; (5) Asphalt Paving Work; and (6) Nighttime Asphalt Paving Work. Use additional calendars if needed. Calendar non-work periods shall reflect the average Delaware weather history for the jobsite and the restrictions identified in the Contract Documents. The Contractor may choose perform Work during an activity's calendar non-work period at no additional cost to the Department if weather conditions are favorable for such Work and the Work does not violate a set forth in the Contract Documents. The maximum allowable non-work period for each calendar is set forth below. The Contractor may choose to shorten non-work periods at his/her discretion.

| CALENDAR | MAXIMUM NON-WORK PERIOD |
|--------------------------|------------------------------|
| Full Schedule | None |
| Winter Condition | December 1 through March 15 |
| Concrete Work | December 1 through March 15 |
| Asphalt Paving | November 15 through March 15 |
| Nighttime Asphalt Paving | October 15 through April 30 |

Written Narrative (WN). Provide a written narrative (WN) as part of the OCPM explaining the following:

- (a) Relationships between activities not obviously identified
- (b) Equipment usage and limitations.
- (c) Manpower usage and limitations.
- (d) Use of additional shifts and overtime.
- (e) Activity codes, abbreviations, and activity identification system.
- (f) All calendars utilized in the CPM and the basis of determining each non-work period
- (g) All abbreviations.
- (h) Use of calendars.
- (i) Any other conditions that affect the schedule and are not readily discernible in the database.

CPM Updates:

Provide monthly updates to the CPM of record. Meet with the Engineer once a month prior to submitting the update to review the status of the schedule's activities. Prepare an updated list of activities showing all of the actual start and actual finish for each of the schedule's activities so that both parties can agree on the dates. Use the dates that were agreed upon in the meeting to status the CPM of record and submit the updated schedule to the Engineer for approval. Assign a unique file name to each update (Number/version). The data date of the update shall be the next day after the end of the update period. As part of the monthly update, submit a written description that identifies any delays or disruptions to the schedule experienced during the period of an update, any change in manpower or equipment, and any potential delays to the completion date of the schedule.

Do not include any revisions to the CPM without prior approval. Failure to submit complete updates in a timely manner may result in the withholding of estimates by the Engineer. The Engineer agrees to refrain from withholding estimates unless the Contractor is habitually late in providing updates, is more than four weeks late in submitting an update or has failed to submit an update that is part of a resolution to a serious problem that must be addressed immediately.

Revisions to the Schedule of Record:

Revisions are defined as any changes to the database other than status updates, log entries and moving the data date. Discuss any proposed revisions to the CPM verbally with the Engineer. If the revision is minor

in nature, the Engineer may allow the revision to be included on the next Update of the CPM. If the Engineer determines that the revision is not minor in nature, submit the proposed revision for review and approval prior to deviating from the approved CPM. When a revision to the CPM is required due to changes in the Contract initiated by the Engineer, immediately contact the Engineer to discuss the changes. The Engineer may allow a deviation from the approved CPM for specific mitigating activities.

The Engineer may direct the Contractor to revise the schedule of record at the Contractor's expense if: the critical path has less than minus ten (-10) Calendar Days of total float due to the Contractor's failure to perform the Work in accordance with the schedule; the Contractor requests to re-sequence the Work; and/or the Contractor has performed a significant amount of Work out of sequence. The Engineer may direct the Contractor to revise the schedule for any other reason; and such a revision will be paid at the unit cost for a CPM Revision.

The Engineer will review and respond to the proposed revision within 7 Calendar Days after receipt. Resubmit, if required, within seven calendar days after receipt of the Engineer's review comments. The Engineer reserves the right to reject any proposed revision that adversely impacts the Department, utilities, or other concerned parties.

Extensions of Contract Time and/or Incentive/Disincentive Dates.

Make requests for extension of Contract time in writing and subject to the notice and timeliness of submission provisions as provided for elsewhere in the Contract. Requests for an extension of Contract time or change in an incentive/disincentive date will be evaluated by the Engineer's analysis of the CPM of record and any proposed revision submitted. Include in the request a written narrative of the events that impacted the schedule and a detailed explanation of why the Contractor cannot meet the requirements of the schedule of record. Only delays to activities that affect the Contract completion date or will be considered for an extension of Contract time. Only delays to activities that affect the completion duration of an incentive/disincentive period will be considered for an extension of an incentive/disincentive completion date. The extension of the specified Contract completion date or incentive/disincentive date will be based upon the number of Calendar Days the Contract completion date or incentive/disincentive date is impacted as determined by the Engineer's analysis. The Engineer and Contractor may agree to defer the analysis of a potential impact to the schedule until the completion of the activities that are affected. Such a deferment does not relieve the Contractor of his/her duty to identify potential impacts to the schedule in the applicable schedule updates.

All requests for extensions of Contract Time must be supported by the most recent CPM Update. If, within a reasonable period of time, the Contractor fails to make a good faith effort to produce an acceptable CPM update and uses an unacceptable CPM update to support a request for a time extension, the Contractor loses the right to receive that time extension; and/or the right to receive compensation for that delay caused in whole or in part by the Engineer.

Final As Built Schedule.

Submit a final CPM Schedule database within 14 Calendar Days of Substantial Completion. Failure to submit a final CPM Schedule may result in the withholding of estimates by the Engineer.

Method of Measurement:

The Project Control System will be measured in two items. The item, "Project Control System Development Plan" will be lump sum. The item "CPM Schedule Updates and/or Revised Updates" will be measured one each per update that is submitted and accepted.

Basis of Payment:

The item, "763508 – Project Control System Development Plan" will be paid at the Contract's lump sum bid price on the next monthly estimate after completion of the requirements of the Project Control System Development Plan, which includes the approval of the Original CPM Schedule. Price and payment will constitute full compensation for preparing the CPM database, acquiring the necessary software, attending all scheduling meetings with the Department, submitting and resubmitting all documents and for all labor, tools, equipment and incidentals necessary to complete the Work.

The item, "763509 – CPM Schedule Updates and/or Revised Updates" will be paid at the Contract unit price per each approved CPM schedule update as described above. Price and payment will constitute full compensation for preparing, submitting and resubmitting all CPM updates, for attendance at all scheduling meetings with the Department, for preparing and reviewing a list of actual start and actual finish dates with the Engineer, and for all labor, tools, Equipment and incidentals necessary to complete the Work.

2/11/2015

763597 - UTILITY CONSTRUCTION ENGINEERING

Description:

Utility Construction Engineering consists of providing construction and right-of-way/easement information to utility companies performing work (as defined in the Utility Statement) within the project limits. This may include but not necessarily be limited to staking right-of-way/easement lines, tops of cuts, bottoms of slopes, clear zones, drainage facilities, fill and cut grades, and other features that will enable utility companies to coordinate their work and correctly locate/relocate their facilities. Engineering/surveying required for utility work bid as part of the Contract is included in item 763501.

It is the intent of this item to cover engineering/surveying work that is done solely for utility companies and that is beyond the work performed under item 763501 - Construction Engineering. Work covered under Utility Construction Engineering will generally fall into two categories:

1. Engineering/surveying work that is not necessary for construction of the project, i.e. staking the clear zone line, providing cut/fill grades at proposed utility pole locations, staking back of drainage structures, and staking right-of-way lines where construction of the project (exclusive of utilities) is obviously well within the right-of-way.
2. Engineering/surveying work that is necessary for construction, but has to be provided for utility companies well in advance of the Contractor's need and will likely need to be redone later. This can essentially be any of the Construction Engineering work that when done early cannot be reasonably expected to remain undisturbed until needed for construction of the project (non-utility).

The Engineer must approve all requests for Utility Construction Engineering before the work begins. To this end, the Contractor should instruct utility companies to submit their requests to the Engineer. The Engineer will decide if the requested work meets the criteria for Utility Construction Engineering or is normal Construction Engineering and pass the requests along with his/her decisions to the Contractor. When the Engineer determines that the requested work qualifies as Utility Construction Engineering, the Department will reimburse the Contractor on a per hourly basis for each and every hour the Contractor's survey crew is in the field actively engaged in performing the Utility Construction Engineering work. The survey crew size shall be adequate to efficiently perform the work required and shall meet the approval of the Engineer. Office work associated with Utility Construction Engineering will be considered as incidental to the item.

The personnel engaged in and the equipment used for Utility Construction Engineering shall meet the requirements as described in item 763501 - Construction Engineering.

Method of Measurement:

The quantity of Utility Construction Engineering will be measured as the actual number of hours the Contractor's survey crew is in the field actively engaged in utility construction engineering work.

Basis of Payment:

The quantity of Utility Construction Engineering will be paid for at the Contract unit price per hour. Price and payment will constitute full compensation for furnishing all labor, equipment, instruments, stakes and other materials necessary to complete the work.

02/28/09

763699 - ELECTRICAL VEHICLE CHARGING STATION DISTRIBUTION CENTER

Description:

This work consists of furnishing all materials and installing panels, meters, control and distribution equipment for the electrical vehicle charging stations.

Materials:

ELECTRICAL VEHICLE CHARGING STATION DISTRIBUTION ENCLOSURE.

Electrical vehicle charging station distribution center 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.

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 4X. 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 4X 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 40 to 80F.
- (b) The fan shall have a minimum rated capacity of 100 CFM air flow and a minimum rated design life of 100,000 hours.
- (c) The thermostat shall be manually adjustable, within a 10 degree range, from 70 to 160F.

Method of Measurement:

This number of Electrical Vehicle Charging Station Distribution Center to be measured under these items shall be that actual number in accordance with these special provisions complete in place and accepted.

Basis of Payment:

The number of Electrical Vehicle Charging Station Distribution Center as determined above, shall be paid for at the contract unit price bid for each item " Electrical Vehicle Charging Station Distribution Center " 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 and for all labor and equipment necessary for the installation of the electrical equipment specified.

11/9/2016

763700 - LEVEL 2 COMMERCIAL DUAL PORT CHARGING STATION

Description:

This item shall consist of furnishing and installing Level 2 Commercial Dual Port Charging Station, in accordance with this specification, as detailed on the plans and as directed by the Engineer.

Materials:

The Charging Station shall be equipped with a 5.7 in. full color, 640x480, 30fps full motion video, active matrix, weatherproof, UV protected and sunlight readable LCD touch screen. The Station shall be equipped with a card reader allowing ISO15693, 14443 and NFC access. The Stations shall be capable of 2.4 GHz local area network connectivity and 3G GSM and 3G CDMA wide area network connectivity.

The charging station shall operate at 208/240VAC (60 Hz) and be connected to 2 independent 40A circuits. The electrical output shall be 7.2 kW (240VAC @ 30A). The charging station shall feature dual level (240V/30A) charging ability and shall include (2) SAE J1772 connectors attached via highly visible coiled cords to prevent trip hazards or damage. The cords shall be of an 18 ft. max extended cord length. The Station shall have 6kV @ 3000A surge protection. The Station shall remain operational from -22°F to 122°F.

The Charging Stations shall be UL 2594, UL 2231-1, UL 2231-2 and NEC Article 625 compliant. The Rating shall meet NEMA 3R per UL 50E.

The Charging Station shall include a 5 year extended warranty.

Construction Methods:

The Level 2 Commercial Dual Port Charging Station's bollard shall be bolted into a concrete foundation of 24 in. x 24 in. x 24 in. The concrete foundation shall protrude no more than 2 in. above grade. Mounting shall be done with three 5/8 in. galvanized J-Bolts at least 1 1/2 in. long with a minimum yield of proof strength of 80,000 psi with nuts and washers. The J-Bolts shall be arranged using the supplied base plate mounting template and shall protrude 2 1/2 in. above the concrete and be embedded at least 9 in. below the concrete surface. The conduit installed through the concrete foundation shall extend 12 in. to 24 in. out of the surface, into the charging station bollard. Charging Stations shall be installed and located in accordance with the plans.

Method of Measurement:

The quantity of Level 2 Commercial Dual Port Charging Station to be measured under this item shall be the actual number of Charging Stations erected in accordance with this special provision and the plans, complete in place and accepted.

Basis of Payment:

The quantity of Level 2 Commercial Dual Port Charging Station will be paid for at the Contract unit price per each. Price and payment will constitute full compensation for furnishing and placing/erecting all materials including necessary pedestals; and for all labor, equipment, tools and incidentals necessary to complete the work.

09/02/2016

907510 - COMPOST FILTER LOG

Description:

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

Materials:

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

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

Construction Methods:

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

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

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

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

Method of Measurement:

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

Basis of Payment:

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

6/8/15

910500 - BIO-RETENTION SOIL, MIX I

Description:

The item shall consist of furnishing and placing a soil mixture of peat, shredded mulch, and sand for planting. The soil mixture shall be a rich, friable material conforming to the requirements of these specifications and shall be placed within the bio-retention areas at locations as shown on the Plans, and as directed by the Engineer.

Materials:

The Bioretention Soil, Mix 1 (BSM) is a mixture of peat, mulch, and sand consisting of the following:

| Item | Composition by Volume | Reference |
|----------------------------|------------------------------|-------------------------|
| Peat | 33% | See below. |
| Shredded 3x Hardwood Mulch | 33% | See below. |
| Sand | 33% | ASTM C33 Fine Aggregate |

Peat shall conform to the requirements of Section 737.07(a). All mulch shall be 3x shredded hardwood bark from a deciduous hardwood source and be relatively free of bark fines dust and shall exclude all foreign and toxic substances.

At least 45 days prior to the start of construction of bio-retention facilities, the Contractor shall submit the BSM to the Engineer for approval. No time extensions will be granted should the proposed BSM fail to meet the minimum requirements stated above. Once a stockpile of the BSM has been sampled, no material shall be added to the stockpile.

The BSM shall be a uniform mix, free of stones, stumps, roots or other similar objects larger than two inches excluding mulch. No other materials or substances shall be mixed or dumped within the bio-retention area that may be harmful to plant growth, or prove a hindrance to the planting or maintenance operations. The BSM shall be free of Bermuda grass, Quackgrass, Johnson grass, Mugwort, Nutsedge, Poison Ivy, Canadian Thistle, or Teathumb.

The Bio-retention Soil Mixture shall be tested and meet the following criteria:

| <u>Item</u> | <u>Criteria</u> | <u>Test Method</u> |
|---|-----------------------|--------------------|
| Corrected pH | 5.5-7.5 | D4972 |
| Magnesium | Minimum 32 ppm | * |
| Phosphorus (Phosphate-P ₂ O ₅) | Not to exceed 69 ppm | * |
| Potassium (K ₂ O) | Minimum 78 ppm | * |
| Soluble Salts | Not to exceed 500 ppm | * |

* A certificate of chemical analysis shall be provided to the Engineer.

Should the pH fall outside of the acceptable range, it may be modified with lime (to raise) or iron sulfate plus sulfur (to lower). The lime or iron sulfate must be mixed uniformly into the BSM prior to use in bio-retention facilities.

Should the BSM not meet the minimum requirement for magnesium, it may be modified with magnesium sulfate. Likewise, should the BSM not meet the minimum requirement for potassium, it may be modified with potash. Magnesium sulfate and potash must be mixed uniformly into the BSM prior to use in bioretention facilities.

Planting soil and/or BSM that fails to meet the minimum requirements shall be replaced at no additional cost. Mixing of the corrective additives to the BSM is incidental and shall be at no additional cost.

Mixing of the BSM to a homogeneous consistency shall be done to the satisfaction of the Engineer.

Construction Methods:

Bio-retention facilities shall not be constructed until all contributing drainage areas are stabilized with at least 3" (75 mm) tall grass of the specified mix as shown on the Contract Plans and to the satisfaction of the Engineer. Bio-retention facilities shall not be used as sediment control facilities. No heavy equipment shall operate within the perimeter of a bio-retention facility during excavation, underdrain placement, backfilling, planting, or mulching of the facility.

The bioretention facility shall be excavated to the dimensions, side slopes, and elevations shown on the Contract Plans. The method of excavation shall minimize the compaction of the bottom of the bioretention facility. Excavators and backhoes, operating on the ground adjacent to the bioretention facility, shall be used to excavate the facility if possible. Low ground-contact pressure equipment may also be used for excavation. No heavy equipment shall be allowed on the bottom of the bioretention facility.

The BSM shall be placed and graded using low ground-contact pressure equipment or by excavators and/or backhoes operating on the ground adjacent to the bio-retention facility. No heavy equipment shall be used within the perimeter of the bio-retention facility before, during, or after the placement of the BSM. The BSM shall be placed in horizontal layers not to exceed 12" (300 mm) for the entire area of the bio-retention facility. The BSM shall be compacted by saturating the entire area of the bio-retention facility after each lift of BSM is placed until water flows from the underdrain. Water for saturation shall be applied by spraying or sprinkling. Saturation of each lift shall be performed in the presence of the Engineer. An appropriate sediment control device shall be used to treat any sediment-laden water discharged from the underdrain. If the BSM becomes contaminated during the construction of the facility, the contaminated material shall be removed and replaced with uncontaminated material at no additional cost to the Department. Final grading of the BSM shall be performed after a 24-hour settling period. Final elevations shall be within 2" (50 mm) of elevations shown on the Contract Plans.

Method of Measurement and Basis of Payment:

The quantity of Bio-retention Soil, Mix I will be paid for at the Contract unit price per cubic yard (meter). Price and payment will constitute full compensation for furnishing, mixing, pH correction, potassium correction, magnesium correction, hauling, storing, re-handling of material and placement of the BSM backfill, compaction of the BSM backfill by saturation, grading and slope adjustments, and for all material, labor, equipment, tools, and incidentals necessary satisfactorily complete the work.

11/17/2014

FINAL UTILITY STATEMENT

State Contract No. T201451603
F.A.P. No. TIGER-2014(01)
Newark Regional Transportation Center, Parking Lot and Access Road
New Castle County

The following utility companies maintain facilities within the project limits:

City of Newark – Electric
City of Newark - Water
Comcast Cable of New Castle County
DelDOT – Sanitary Sewer
Delmarva Power – Electric Distribution
Delmarva Power – Electric Transmission
Delmarva Power - Gas
Verizon Delaware LLC
University of Delaware/1743 Holdings, LLC – Water
University of Delaware/1743 Holdings, LLC – Sanitary Sewer
Suez Water

The following is a breakdown of the utilities involved, adjustments and/or relocations as required.

CITY OF NEWARK - ELECTRIC

The City of Newark maintains aerial and underground electric distribution and transmission facilities within the project area. The City of Newark – Electric will complete the following work during Contract T201451603:

| LOCATION | DESCRIPTION |
|--------------|--|
| 1 | Install push prop pole, 2 anchor assemblies, 12kV buckarm and deadend existing primary |
| 2, 5, 10, 19 | Pull new 3 phase 336 ACSR and 1/0 neutral from 26A24 to 36B24 |
| 3 | Install new 45 foot Class 3 pole, 12kV deadend and buckarm and 4 anchor assemblies |
| 4 | Install new 50 foot Class 3 pole, 12kV inline assembly |
| 6 | Remove pole 36A23 and 3 phase 12kV and neutral from 36A23 to 36B24 |
| 7, 8 | Remove poles 36B26, 36B28 and guy and anchors |
| 9 | Install new 60 foot Class 2 pole, double inline assembly, 3 down guy assemblies |
| 11 | Install 2 new anchor assemblies |

| | |
|-------|--|
| 12 | Install new 35 foot Class 3 pole, 1 down guy assembly and 2 span guys to 36B11 |
| 13 | Remove pole 36B12 and down guy assemblies and span guys |
| 14 | Install new 35 foot Class 3 pole, 1 down guy assembly and span guy assemblies |
| 15 | Install 2 span guys to pole 36B16 |
| 16 | Remove pole 36B17, down guy assemblies, anchors and span guys to pole 36B14 |
| 17 | Install 1 additional 1/0 ACSR phase from 36B14 to 36B16 |
| 18 | Add 1 phase 1/0 ACSR from 36B16 to 32B47 and 32B48 |
| 20 | Replace metal deadend assembly with 10 foot deadend |
| 21 | Install 45 foot Class 3 pole, 12kV inline assembly and 3 – 37 ½ kVA transformers (120/208) for lighting and charging system, build pipe up pole, install ground wire and rod |
| 22 | Install 300KVA 3 phase padmount transformer (277/480V) for building service, connect secondary and elbows, elbow arresters |
| 23 | Replace deadend assembly on pole 32A41, install 2 down guy assemblies, pull new 397.5 ACSR from 32A41 to new Delmarva Power and Light pole 42833/40660 |
| 24 | Remove existing aerial 3 phase 397.5 ACSR from 32A41 to 32F41 (near Old Chapel Street) |
| 25 | Attach new 3 phase 397.5 ACSR to new Delmarva Power and Light pole 42833/40660, one double deadend assembly, 3 down guy assemblies |
| 26 | Replace 8 foot alley arm with 10 foot alley arm assembly, install 3 cutouts, 3 arrestors, 3 lightning arrestors for new 277/480 volt service to building, build conduit up pole for riser, install ground wire and rod |
| 27 | Install double deadend and buckarm on new Delmarva Power and Light pole 42847/40667, pull new 3 phase 397.5 ACSR to existing pole 32B414, install 3 down guy assemblies |
| 28 | Install down guy assembly on pole 32B414 |
| 29 | Remove existing gang operated switch and relocate on new pole, install double deadend assembly, 6 arrestors |
| 30-40 | Install 35kV inline assemblies (11) |
| 41 | Install 35kV deadend and buckarm, 2 anchor assemblies |
| 42 | Remove City owned wooden poles between Delmarva Power and Light steel poles. |

The State Contractor will install the following items:

- Approximately 330 LF 6-inch PVC, 4-conduit (2X2) trench along the north side of Station Boulevard from STA. 102+34 to STA. 105+68

- Approximately 665 LF of 6-inch PVC, 2-conduit (2X1) trench beginning on the north side of the NRTC Parking Loop near STA. 314+29 and continuing west along the north side of the parking lot
- The State Contractor shall cap the ends of the 6-inch PVC conduit and coordinate with the City of Newark to mark the location where the conduit ends
- One precast concrete manhole frame and cover near STA. 317+11 RT in accordance with the construction plans

The City of Newark will require **sixty (60) calendar days** to complete the proposed electrical work following **twenty-eight (28) calendar days** advance notice of completion of clearing and grubbing, cuts and fills made, staking of rights-of-way and back of curbs, completion of the Utility Pre-Construction Meeting for this contract scheduled by DeIDOT North District Construction Department, and the procurement of any easements by DeIDOT.

CITY OF NEWARK - WATER

The City of Newark maintains underground water facilities within the project area. There is an abandoned existing 6-inch D.I.P. that previously provided water service for the former Chrysler/Mopar parts building. There is also an existing 12-inch D.I.P. water main located along the east side of South College Avenue.

The owner of the proposed 12-inch water utility in the project limits west of S. College Avenue will be 1743 Holdings, LLC. As part of this project, the State Contractor will construct a new 12-inch D.I.P. water service line throughout the limits of Station Boulevard and the NRTC Access Road, and a portion of NRTC Parking Loop from STA. 311+73 to STA. 319+50. The new 12-inch water line will tie into the existing City of Newark 12-inch water line running parallel to and east of South College Avenue at two locations, STA. 401+12 RT and 311+73 RT. The State Contractor will also install two (2) fire hydrants and construct one (1) 6-inch D.I.P. and one (1) 12-inch D.I.P. water line for future service connections as shown on the plans and details.

The State Contractor will install a new 12-inch D.I.P. along with the associated to provide a proposed City of Newark water connection to the Suez 20-inch D.I.P. as shown on the plans. The State Contractor shall install the proposed 20-inch D.I.P. along with a new, pre-cast, concrete water meter vault and 15'x9' concrete pad for a City of Newark pump station.

The proposed water utility construction described above and shown in the plans will be installed by the State Contractor and completed as part of the project construction schedule. The City of Newark will complete inspections and water testing in accordance with the city's standard specifications. It is the State Contractor's responsibility to coordinate with the City of Newark regarding testing and acceptance of the water line.

COMCAST CABLE

Comcast Cable owns and maintains underground and aerial coaxial and fiber optic facilities on Delmarva owned utility poles along South College Avenue. Comcast will need to relocate aerial facilities that are currently connected to existing Delmarva and City of Newark poles to be relocated.

Comcast Cable will require **fourteen (14) calendar days** to complete the proposed communication work following a minimum of **twenty-eight (28) calendar days** advance notice of from the State’s Contractor that utility poles are relocated and DP&L and the City of Newark have completed all required electric work.

DELDOT – SANITARY SEWER

DelDOT maintains underground sanitary facilities within the project area. The State Contractor will install a new 1 ¼-inch HDPE sanitary sewer force main from the proposed station building, under South College Avenue, and along Farm Lane. The State Contractor will also install a section of 6-inch PVC sanitary sewer along Farm Lane and two (2) sanitary sewer manholes as shown in the plans and as noted below and shown on the construction plans.

| Manhole Type | Station | Offset |
|--------------------------------------|---------------------------------------|----------|
| 48-INCH DIAMETER PRECAST CONCRETE | 13+32.7 (Sanitary Sewer Trunkline) | 0.0 feet |
| 48-INCH DIAMETER PRECAST CONCRETE | 16+12.6 (Sanitary Sewer Trunkline) | 0.0 feet |

The proposed sanitary sewer HDPE force main and PVC pipe and concrete manhole installation described above and shown in the plans will be completed as part of the project construction schedule. It is the State Contractor’s responsibility to coordinate with DelDOT and 1743 Holdings, LLC regarding testing and acceptance of the sanitary sewer pipe.

DELMARVA POWER (ELECTRIC DISTRIBUTION)

Delmarva Power Distribution owns poles and maintains aerial circuit lines within the project area. Delmarva Power has provided plan markups for relocation of existing aerial three-phase, 34kV circuit wires onto a new Delmarva owned pole line and removal of existing poles and aerial wires along the old Chrysler Plant property adjacent to Norfolk Southern Railroad and the University of Delaware property along the railroad on east side of South College Avenue. Delmarva Power Electric Distribution will remove or relocate fourteen (14) utility poles at the following locations:

| CONFLICT NUMBER | POLE NUMBER | STATION | OFFSET |
|-----------------|--------------|-----------------------|---------|
| 1 | #42825/40662 | STA. 312+55 | 34’ RT. |
| 2 | #42843/40669 | STA. 131+41 (Track A) | 8’ LT. |

| CONFLICT NUMBER | POLE NUMBER | STATION | OFFSET |
|-----------------|--------------|-----------------------|---------|
| 3 | #42864/40679 | STA. 133+38 (Track A) | 7' RT. |
| 4 | #42883/40686 | STA. 135+11 (Track A) | 6' RT. |
| 5 | #42901/40693 | STA. 137+00 (Track A) | 7' RT. |
| 6 | #42920/40701 | STA. 138+73 (Track A) | 6' RT. |
| 7 | #42938/40708 | STA. 140+60 (Track A) | 7' RT. |
| 8 | #42957/40715 | STA. 142+26 (Track A) | 7' RT. |
| 9 | #42976/40723 | STA. 144+20 (Track A) | 7' RT. |
| 10 | #42994/40730 | STA. 145+91 (Track A) | 7' RT. |
| 11 | #43029/40744 | STA. 147+74 (Track A) | 15' RT. |
| 12 | #43012/40737 | STA. 149+44 (Track A) | 26' RT. |
| 13 | #43065/40758 | STA. 151+07 (Track A) | 36' RT. |
| 14 | #43047/40751 | STA. 152+97 (Track A) | 37' RT. |

Delmarva Power maintains an existing easement along the aerial circuit lines for maintenance. Delmarva Power will require an equivalent easement from DelDOT/University of Delaware to maintain access to the proposed facilities.

DelDOT and/or their assigned consultant to provide/coordinate with Norfolk Southern, R.R., CSX, and Amtrak for flaggers during the removal of aerial lines over railroads in conflict with the proposed pedestrian bridge crossing.

Outages on the 34kV circuit will only be permitted as load, weather and other system conditions permit.

Delmarva Power Distribution will require **seventy-five (75) calendar days** to complete the proposed distribution work following **twenty-eight (28) calendar days** advance notice of clearing and grubbing, cuts and fills made, staking of rights-of-way and back of curbs, completion of the Utility Pre-Construction Meeting for this contract scheduled by DelDOT North District Construction Department, and the procurement of any P.E./easements by DelDOT.

DELMARVA POWER (ELECTRIC TRANSMISSION)

Delmarva Power Transmission owns poles and maintains inactive aerial circuit lines within the project area. Delmarva Power Electric Transmission will remove thirteen (13) transmission poles at the following locations:

| CONFLICT NUMBER | POLE NUMBER | STATION | OFFSET |
|-----------------|-------------|-----------------------|----------|
| 1 | | STA. 114+45 (Track A) | 267' RT. |
| 2 | | STA. 117+49 (Track A) | 267' RT. |

| CONFLICT NUMBER | POLE NUMBER | STATION | OFFSET |
|-----------------|-------------|-----------------------|----------|
| 3 | | STA. 120+49 (Track A) | 267' RT. |
| 4 | | STA. 122+62 (Track A) | 226' RT. |
| 5 | | STA. 316+86 | 84' RT. |
| 6 | #13820/45 | STA. 314+01 | 16' RT. |
| 7 | #13820/44 | STA. 131+55 (Track A) | 21' RT. |
| 8 | #32/41 | STA. 135+15 (Track A) | 22' RT. |
| 9 | #32C311 | STA. 138+70 (Track A) | 22' RT. |
| 10 | | STA. 142+23 (Track A) | 22' RT. |
| 11 | | STA. 145+88 (Track A) | 23' RT. |
| 12 | | STA. 149+44 (Track A) | 43' RT. |
| 13 | | STA. 152+97 (Track A) | 37' RT. |

Delmarva Power Transmission will also remove the existing pole foundations to a depth of approximately six (6) feet below the existing ground elevations at the top of the foundations. If additional foundation removal is required under this contract, it will be removed by the State Contractor.

City of Newark – Electric maintains aerial facilities that are attached to Delmarva Power Transmission poles on the east side of South College Avenue and owns utility poles located between Delmarva Power Transmission poles. Delmarva Power shall coordinate with the City of Newark – Electric and may begin removal of the transmission poles after the City of Newark – Electric relocates their facilities.

Delmarva Power Transmission will require **thirty (30) calendar days** to complete the proposed transmission work following **twenty-eight (28) calendar days** advance notice of staking of rights-of-way and completion of the Utility Pre-Construction Meeting for this contract scheduled by DelDOT North District Construction Department, and the procurement of any easements by DelDOT.

DELMARVA POWER (GAS)

Delmarva Power Gas maintains underground facilities within the project area. Delmarva Power Gas may need to lower an existing 12-inch gas main to avoid a conflict with the proposed 20-inch SUEZ water main.

Delmarva Power Gas will require **fourteen (14) calendar days** to complete the proposed transmission work following **twenty-eight (28) calendar days** advance notice of staking of rights-of-way and completion of the Utility Pre-Construction Meeting for this contract scheduled by DelDOT North District Construction Department, and the procurement of any easements by DelDOT.

VERIZON OF DELAWARE INC

Verizon of Delaware Inc. maintains the following aerial facilities within the project limits:

1. Verizon maintains aerial facilities on the East side of South College Ave. from Pole #36B11 at Station 404+79 R31 extending South past the project limits.
2. Verizon maintains aerial facilities on the East side of South College Ave. from Pole #36B11 extending West across South College Ave. to Pole #742 at Station 404+52 L182.
3. Verizon maintains aerial facilities on the East side of South College Ave. from Pole #36B22 at Station 400+71 R34 extending West across South College Ave. to Pole #unknown at Station 103+66 R81 South of Station Blvd.
4. Verizon maintains aerial facilities on the East side of South College Ave. from Pole #36B11 at Station 404+79 R31 extending North and dead ends at Pole #unknown at Station 310+56 R87.
5. Verizon maintains aerial facilities on the East side of South College Ave. from Pole #36B14 at Station 309+39 R89 extending East past the project limits.
6. Verizon maintains aerial facilities on the East side of South College Ave. from Pole #36B14 at Station 309+39 R89 extending West across South College Ave. to Pole #36B16 at Station 309+33 R23.
7. Verizon maintains OH Guy on the on the West side of South College Ave. from Pole #36B16 at station 309+33 R23 extending West to Guy Pole at station 309+29 L14.
8. Verizon maintains aerial facilities on the East side of South College Ave. from Pole #36B11 at Station 404+79 R31 extending North to Pole #unknown at Station 307+83 R70 before turning Northwest and crossing South College Ave. to Pole #36B16 at Station 309+33 R23.
9. Verizon maintains aerial facilities on the West side of South College Ave. from Pole #36B16 at Station 309+33 R23 extending North to Pole #32B48 at Station 311+89 R42.
10. Verizon maintains aerial facilities on the Northeast side of the project at Pole #32B48 at Station 311+89 R42 extending West then Southwest past the project limits.

Verizon of Delaware Inc. maintains the following underground facilities within the project limits:

1. Verizon maintains a conduit run and underground facilities on South College Ave. from Manhole #4515 at Station 404+07 R20 extending South past the project limits.
2. Verizon maintains a conduit run and underground facilities on South College Ave. from Manhole #4515 at Station 404+07 R20 extending West to Manhole #4514 at

Station 404+08 L19.

3. Verizon maintains a conduit run and underground facilities on South College Ave. from Manhole 4514 at Station 404+08 L19 extending North past the project limits.
4. Verizon maintains conduit and underground facilities on the West side of South College Ave. from Pole #742 at Station 404+52 L182 extending West under the concrete slab.
5. Verizon maintains conduit and underground facilities on the West side of South College Ave. from Manhole #4513 at Station 312+00 R13 to Pole #unknown at Station 311+89 R42.
6. Verizon maintains conduit and underground facilities on the East side of South College Ave. from Pole #36B45 at Station 310+56 R87 extending Northeast past the project limits.

Verizon of Delaware proposed changes to the aerial facilities include but are not limited to:

1. Verizon will place new aerial facilities from Pole #32B48 at station 311+96 R42 to New DP&L Pole location at station 311+82 L21 and continuing to Pole #42808/40653 at station 314+51 R37.
2. Verizon will place a new Overhead Guy from existing Pole #36B16 at station 309+33 R23 to new DP&L Guy Pole at station 309+33 L153.

Verizon of Delaware proposed changes to the underground facilities include but are not limited to:

1. The following 3 Manholes will require adjustment; Manhole #4511 at station 311+84 L3 (1 lid), Manhole #4513 at station 312+00 R13 (2 lids).

Based on test hole information, the proposed 20-inch C.I.P. Suez water line is in conflict with Verizon near STA. 312+02 R47. Test hole #38 identifies the Verizon line in conflict as a 0.75-foot x 0.75-foot terra cotta telephone duct. Verizon would need to lower the duct approximately two (2) feet to resolve the conflict.

Verizon will require **twenty-one (21) calendar days** to complete the proposed relocation work following **thirty (30) calendar days** advance notice that work shall begin and the right-of-way and proposed work has been laid out in the field by the State's Contractor and required tree trimming and clearing has been performed.

UNIVERSITY OF DELAWARE/1743 HOLDINGS, LLC – WATER

The University of Delaware maintains underground water facilities within the project area. There are no anticipated impacts to these facilities as part of the proposed construction.

UNIVERSITY OF DELAWARE/1743 HOLDINGS, LLC – SANITARY SEWER

The University of Delaware maintains underground sanitary facilities within the project area. There are no anticipated impacts to these facilities as part of the proposed construction.

SUEZ WATER

Suez Water maintains a 16-inch C.I.P. water main west of South College Avenue and a 20-inch C.I.P. water main east of South College Avenue, within the project area. The State Contractor will install approximately 2,275 linear feet of new 20-inch D.I.P. from STA. 315+66, 24.4' RT (Access Road) to STA. 149+13, 24' RT (Track A) as shown in the contract plans. The proposed construction includes approximately 65 L.F. of 30-inch steel casing. When construction of the new 20-inch D.I.P. is complete, the State Contractor shall coordinate with Suez Water to complete testing and acceptance of the new 20-inch D.I.P. and the tie-ins to the existing water line.

Suez Water will require **ten (10) calendar days** to complete the tie-ins to the existing water line following inspection, testing, and acceptance of the 20-inch D.I.P. water line installed by the State Contractor.

Outside of the companies and facilities discussed above, no additional utility 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 utility company, as directed by the District Engineer. The State Contractor shall coordinate any potential conflicts with utility companies and provide adequate notice prior to performing work at the direction of the District Engineer.

Any adjustments and/or relocations of municipally owned sewer or water facilities shall be performed by the State's Contractor in accordance with the respective agencies' standard specifications as directed by the District Engineer. The State Contractor shall coordinate any potential conflicts with facility owners and provide adequate notice prior to performing work.

GENERAL NOTES

1. The Utility Companies and their Contractors do not normally work on nights, weekends or legal holidays.
2. The Contractor's attention is directed to Section 105.09 Utilities, Delaware Standard Specifications, dated August 2001. The Contractor shall contact Miss Utility (1-800-282-8555) two working days prior to any excavation. The Contractor is responsible for ensuring proper clearances, including safety clearances, from overhead utilities for construction equipment. The State's Contractor is advised to check the site for access purposes for his equipment and, if

necessary, make arrangements directly with utility companies for field adjustments to provide adequate clearances.

3. It is understood and agreed that the State's Contractor has considered in his bid all permanent and temporary utility appurtenances in their present or relocated positions as shown on the plans or described in the Utility Statement or are readily discernible and that no additional compensation will be allowed for any delays, inconvenience, or damage sustained due to any interference from the said utility facilities and appurtenances or the operation of moving them, except that the State's Contractor may be granted an equitable extension of time if determined appropriate by the Engineer. The State's Contractor is responsible for the support and protection of all utilities when excavating in the vicinity of said utilities.
4. The State's Contractor is responsible for rough grading as required by the roadway construction prior to the Utility Company's placing their proposed facilities, unless otherwise indicated on the plans and/or outlined elsewhere in the Contract Documents.
5. Coordination and cooperation among the Utility Companies and the State's Contractor are of prime importance. Therefore, the State's Contractor is directed to contact the following Utility Company representatives with any questions regarding the proposed work prior to submitting bids and work schedules. Work schedules should reflect the Utility Companies' proposed relocations.

| NAME | COMPANY | PHONE |
|--------------------|--|----------------|
| Mr. Rick Vitelli | City of Newark – Electric | (302) 366-7050 |
| Mr. Tom Coleman | City of Newark – Public Works | (302) 366-7040 |
| Mr. Keith Aldridge | Comcast Cable | (724) 622-1246 |
| Mr. Angel Collazo | Delmarva Power – Electric Distribution | (302) 454-4370 |
| Mr. Ted Waugh | Delmarva Power – Gas | (302) 429-3706 |
| Mr. Matthew Savage | Delmarva Power – Electric Transmission | (302) 454-4475 |
| Mr. George Zang | Verizon Delaware LLC | (302) 422-1238 |
| Mr. Vic Costa | 1743 Holdings, LLC | (302) 218-0879 |
| Mr. Ted Harris | Suez Water | (302) 633-5905 |

6. The information shown in the Contract Documents, including this Utility Statement and the Utility Schedule contained herein, concerning the location, type and size of existing and proposed utilities locations, and timing has been compiled by the Preparer based on information furnished by each of the involved Utility Companies. It shall be the responsibility of the State's Contractor to verify all information and coordinate with the Utility Companies prior to and during construction, as specified in Section 105.09 of the standard specifications.
7. In conjunction with bid preparation and prior to starting work, the State's Contractor shall confirm with all respective Utility Companies noted in this Utility Statement to have advance utility relocations that the advance relocations have in fact been accomplished as summarized herein.

8. As outlined in Chapter 3 of the DeIDOT Utilities Manual, individual utility companies are responsible for obtaining all required permits from municipal, State and federal government agencies and railroads. This includes but is not limited to water quality permits/DNREC Water Quality Certification, DNREC Subaqueous Lands/Wetlands permits, DNREC Coastal Zone Consistency Certification, County Floodplain permits (New Castle County only), U.S. Coast Guard permits, US Army Corps 404 permits, sediment and erosion permits, and railroad crossing permits.
9. Individual utility companies are required to restore any areas disturbed in conjunction with their relocation work. If an area is disturbed by a utility company and is not properly restored, the Department may have the highway contractor perform the necessary restoration. Any additional costs incurred as a result will be forwarded to the utility company.
10. The State's Contractor shall be responsible for any costs associated with any temporary outages; holding, bracing and shielding of utility facilities; temporary relocations; or permanent relocations that are not specifically identified in this utility statement or shown in the contract plan set.

PREPARED AND RECOMMENDED BY:



Whitman, Requardt & Associates, LLP
Consulting Engineers

2-9-17
Date

APPROVED AS TO FORM:



Delaware Department of Transportation
Utility Engineer

2/9/17
Date

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

CERTIFICATE OF RIGHT-OF-WAY STATUS

STATE PROJECT NO. T201451603

F.A.P. NO. TIGER-2014(01)

NEWARK REGIONAL TRANSIT CENTER
PARKING LOT AND ACCESS ROAD

NEW CASTLE COUNTY

Certificate of Right-of-Way Status - Stipulated

Status - Level 2

As required by 23 CFR, Part 635, and other pertinent Federal and State regulations or laws, the following certifications are hereby made in reference to this highway project:

All necessary rights-of-way, including control of access rights when pertinent, have not been fully acquired, however, the right to occupy and to use all rights-of-way required for the proper execution of the project in accordance with the project right-of-way plans has been acquired except for:

- **Parcel 4-L DP&L:** Agreement signed – waiting on settlement

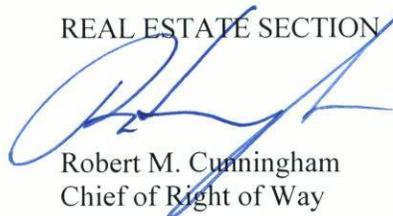
All necessary real property interests have been or shall be acquired in accordance with current FHWA/State directives covering the acquisition of real property.

A clear Right of Way certificate is anticipated by April 15, 2017.

Any residential displaced individuals or families have been relocated to decent, safe and sanitary housing, or adequate replacement housing has been made available in accordance with the provisions of the current Federal Highway Administration (FHWA) directive(s) covering the administration of the Highway Relocation Assistance Program; and,

Any occupants have vacated all lands and improvements; and the State has physical possession and the right to remove, salvage, or demolish any improvements acquired as part of this project, and enter on all land.

REAL ESTATE SECTION



Robert M. Cunningham
Chief of Right of Way

February 15, 2017



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

JENNIFER COHAN
SECRETARY

February 17, 2017

ENVIRONMENTAL REQUIREMENTS

FOR

State Contract No. T201451603
Federal Aid No.: TIGER-2014(01)

Contract Title: Newark Regional Transportation Center, Parking Lot and Access Road

In accordance with the procedural provisions for implementing the National Environmental Policy Act of 1969, as amended, the referenced project has been processed through the Department's Environmental Review Procedures and has been classified as a Level C/ Class II Action.

Due to the nature of the proposed construction activities, permits are not required for this project. However, the following construction requirements and special provisions have been developed to minimize and mitigate impact to the surrounding environs. These requirements by DelDOT, not specified within the contract, are listed below. These requirements are the responsibility of the contractor and are subject to risk of shut down at the contractor's expense if not followed.

GENERAL REQUIREMENTS:

1. All construction debris, excavated material, brush, rocks, and refuse incidental to such work shall be placed either on shore above the influence of flood waters or on some suitable dumping ground.
2. That effort shall be made to keep construction debris from entering adjacent waterways or wetlands. Any debris that enters those areas shall be removed immediately.
3. The disposal of trees, brush, and other debris in any stream corridor, wetland, surface water, or drainage area is prohibited.

4. DelDOT Environmental Studies Section (302) 760-2264 must be notified if there are any changes to the project methods, footprint, materials, or designs, to allow the Department to coordinate with the appropriate resource agencies (COE, DNREC, and SHPO), for approval.



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

JENNIFER COHAN
 SECRETARY

RAILROAD STATEMENT

For

State Contract No.: T201451603

Federal Aid No.: TIGER-2014(01)

Project Title: Newark Regional Transportation Center, Parking Lot and Access Road

The following railroad companies maintain facilities within the contract limits:

- | | |
|--|---|
| <input type="checkbox"/> Amtrak | <input type="checkbox"/> Maryland & Delaware |
| <input type="checkbox"/> CSX | <input type="checkbox"/> Norfolk Southern |
| <input type="checkbox"/> Delaware Coast Line | <input type="checkbox"/> Wilmington & Western |
| <input type="checkbox"/> East Penn | <input checked="" type="checkbox"/> None |

DOT Inventory No.: _____ No. Trains/Day: _____ Passenger Trains (Y / N): _____

In accordance with 23 CFR 635, herein is the railroad statement of coordination (check one):

- No Railroad involvement.
- Railroad Agreement unnecessary but railroad flagging required. The contractor shall follow requirements stated in the DelDOT Maintenance of Railroad Traffic Item in the Special Provisions. Contractor shall coordinate railroad flagging with DelDOT's Railroad Program Manager at (302) 760-2183.
- Railroad Agreement required. The necessary railroad agreement, attached, is complete and fully executed. Railroad related work to be undertaken and completed as required for proper coordination with physical construction schedules. The Contractor shall follow requirements stated in the DelDOT Maintenance of Railroad Traffic Item in the Special Provisions. Contractor shall coordinate railroad flagging with DelDOT's Railroad Program Manager at (302) 760-2183.

Approved As To Form:



 Robert A. Perrine
 DelDOT Railroad Program Manager

4 January, 2017

 DATE

BID PROPOSAL FORMS
CONTRACT T201451603.01
FEDERAL AID PROJECT TIGER-2014(01)

UNLESS OTHERWISE DIRECTED, SUBMIT ALL FOLLOWING PAGES TO:

DEPARTMENT OF TRANSPORTATION
BIDDERS ROOM (B1.11.01)
800 BAY ROAD
DOVER, DELAWARE 19901

Identify the following on the outside of the sealed envelope:

- **Contract Number T201451603.01**
- **Name of Contractor**

CONTRACT ID: T201451603.01

PROJECT(S): T201451603

All figures must be typewritten.

CONTRACTOR :

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

SECTION 0001 ALL CONSTRUCTION

| | | | | | | |
|------|---|-----------|------|------|------|--|
| 0010 | 201000 CLEARING AND GRUBBING | LUMP | | LUMP | | |
| 0020 | 202000 EXCAVATION AND EMBANKMENT | 14800.000 | CY | | | |
| 0030 | 202573 TEST HOLES | 5.000 | EACH | | | |
| 0040 | 209001 BORROW, TYPE A | 6700.000 | CY | | | |
| 0050 | 210000 FURNISHING BORROW TYPE "C" FOR PIPE, UTILITY TRENCH, AND STRUCTURE BACKFILL | 100.000 | CY | | | |
| 0060 | 211000 REMOVAL OF STRUCTURES AND OBSTRUCTIONS | | LUMP | | LUMP | |
| 0070 | 302007 GRADED AGGREGATE BASE COURSE, TYPE B | 5228.000 | CY | | | |
| 0080 | 302008 GRADED AGGREGATE BASE COURSE, TYPE B, PATCHING | 44.000 | CY | | | |
| 0090 | 401801 BITUMINOUS CONCRETE, SUPERPAVE, TYPE C, 160 GYRATIONS PG 64-22 (CARBONATE STONE) | 2873.000 | TON | | | |

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|---------|---|----------------------------|------------|-----|------------|-----|
| | | | DOLLARS | CTS | DOLLARS | CTS |
| 0100 | 401810 BITUMINOUS CONCRETE, SUPERPAVE, TYPE B, 160 GYRATIONS, PG 64-22 | 4357.000 TON | | | | |
| 0110 | 401819 BITUMINOUS CONCRETE, SUPERPAVE, BITUMINOUS CONCRETE BASE COURSE, 160 GYRATIONS, PG 64-22 | 2702.000 TON | | | | |
| 0120 | 401821 BITUMINOUS CONCRETE, SUPERPAVE, TYPE C, 160 GYRATIONS, PG 64-22, PATCHING | 23.000 TON | | | | |
| 0130 | 401822 BITUMINOUS CONCRETE, SUPERPAVE, TYPE B, 160 GYRATIONS, PG 64-22, PATCHING | 34.000 TON | | | | |
| 0140 | 401823 BITUMINOUS CONCRETE, SUPERPAVE, BITUMINOUS CONCRETE BASE COURSE, 160 GYRATIONS, PG 64-22, PATCHING | 67.000 TON | | | | |
| 0150 | 402000 BITUMINOUS CONCRETE AND/OR COLD-LAID BITUMINOUS CONCRETE (TRM) | 200.000 TON | | | | |
| 0160 | 612001 REINFORCED CONCRETE PIPE, 12", CLASS III | 3.000 LF | | | | |
| 0170 | 612002 REINFORCED CONCRETE PIPE, 15", CLASS III | 2158.000 LF | | | | |

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|---------|--|----------------------------|------------|-----|------------|-----|
| | | | DOLLARS | CTS | DOLLARS | CTS |
| 0180 | 612003 REINFORCED CONCRETE PIPE, 18", CLASS III | 810.000 LF | | | | |
| 0190 | 614508 WATERMAIN AND ACCESSORIES | LUMP | LUMP | | | |
| 0200 | 617002 REINFORCED CONCRETE FLARED END SECTION, 15" | 1.000 EACH | | | | |
| 0210 | 617003 REINFORCED CONCRETE FLARED END SECTION, 18" | 3.000 EACH | | | | |
| 0220 | 701010 PORTLAND CEMENT CONCRETE CURB, TYPE 1-8 | 725.000 LF | | | | |
| 0230 | 701012 PORTLAND CEMENT CONCRETE CURB, TYPE 1-4 | 8243.000 LF | | | | |
| 0240 | 701022 INTEGRAL PORTLAND CEMENT CONCRETE CURB & GUTTER, TYPE 3-8 | 544.000 LF | | | | |
| 0250 | 701031 CURB OPENING, 2' OPENING | 4.000 EACH | | | | |
| 0260 | 705001 P.C.C. SIDEWALK, 4" | 17270.000 SF | | | | |
| 0270 | 705002 P.C.C. SIDEWALK, 6" | 10777.000 SF | | | | |

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|---------|--|----------------------------|------------|-----|------------|-----|
| | | | DOLLARS | CTS | DOLLARS | CTS |
| 0280 | 705005 P. C. C. SIDEWALK, 8" | SF 286.000 | | | | |
| 0290 | 705007 SIDEWALK SURFACE DETECTABLE WARNING SYSTEM | SF 350.000 | | | | |
| 0300 | 708051 DRAINAGE INLET, 34" X 24" | EACH 33.000 | | | | |
| 0310 | 708052 DRAINAGE INLET, 48" X 30" | EACH 8.000 | | | | |
| 0320 | 708053 DRAINAGE INLET, 48" X 48" | EACH 1.000 | | | | |
| 0330 | 708111 MANHOLE, 48" X 30" | EACH 3.000 | | | | |
| 0340 | 708537 REMOVE CATCH BASIN | EACH 4.000 | | | | |
| 0350 | 708599 ELECTRIC DUCTBANK AND MANHOLE SYSTEM | LUMP | LUMP | | | |
| 0360 | 708652 REMOVE EXISTING MANHOLE | EACH 5.000 | | | | |
| 0370 | 710001 ADJUSTING AND REPAIRING EXISTING DRAINAGE INLET | EACH 2.000 | | | | |

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|---------|---|----------------------------|------------|-----|------------|-----|
| | | | DOLLARS | CTS | DOLLARS | CTS |
| 0380 | 710002 ADJUSTING AND REPAIRING EXISTING MANHOLE | 3.000 EACH | | | | |
| 0390 | 710501 CONVERTING EXISTING CATCH BASIN TO MANHOLE | 1.000 EACH | | | | |
| 0400 | 712005 RIPRAP, R-4 | 141.000 SY | | | | |
| 0410 | 715001 PERFORATED PIPE UNDERDRAINS, 6" | 273.000 LF | | | | |
| 0420 | 716000 CONVERTING EXISTING DRAINAGE INLET TO JUNCTION BOX | 1.000 EACH | | | | |
| 0430 | 720533 PERMANENT WOOD BARRICADE | 2.000 EACH | | | | |
| 0440 | 727519 RELOCATE CHAINLINK FENCE | 715.000 LF | | | | |
| 0450 | 727548 PORTABLE CHAINLINK FENCE | 1453.000 LF | | | | |
| 0460 | 727549 RELOCATE PORTABLE CHAINLINK FENCE | 1037.000 LF | | | | |
| 0470 | 737002 MULCHING, PLANTS | 1635.000 SY | | | | |

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|---------|--|----------------------------|------------|-----|------------|-----|
| | | | DOLLARS | CTS | DOLLARS | CTS |
| 0480 | 743000 MAINTENANCE OF TRAFFIC | LUMP | LUMP | | | |
| 0490 | 743005 FURNISH AND MAINTAIN PORTABLE LIGHT ASSEMBLY | EADY 600.000 | | | | |
| 0500 | 743006 PLASTIC DRUMS | EADY 4320.000 | | | | |
| 0510 | 743023 TEMPORARY BARRICADES, TYPE III | LFDY 30716.000 | | | | |
| 0520 | 743024 TEMPORARY WARNING SIGNS AND PLAQUES | EADY 5439.000 | | | | |
| 0530 | 743056 FLAGGER, NEW CASTLE COUNTY, FEDERAL | HOUR 1500.000 | | | | |
| 0540 | 743065 FLAGGER, NEW CASTLE COUNTY, FEDERAL, OVERTIME | HOUR 500.000 | | | | |
| 0550 | 744530 CONDUIT JUNCTION WELL, TYPE 11, PRECAST CONCRETE/ POLYMER LID-FRAME | EACH 33.000 | | | | |
| 0560 | 744531 CONDUIT JUNCTION WELL, TYPE 14, PRECAST CONCRETE/ POLYMER LID-FRAME | EACH 21.000 | | | | |
| 0570 | 744541 FURNISH & INSTALL FRAME AND LID FOR JUNCTION WELL, TYPE 11 | EACH 4.000 | | | | |

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|---------|---|----------------------------|------------|-----|------------|-----|
| | | | DOLLARS | CTS | DOLLARS | CTS |
| 0580 | 744544 ADJUST OR REPAIR EXISTING CONDUIT JUNCTION WELL | EACH | 4.000 | | | |
| 0590 | 745602 FURNISH & INSTALL UP TO 4" SCHEDULE 80 HDPE CONDUIT (BORE) | LF | 605.000 | | | |
| 0600 | 745603 FURNISH & INSTALL UP TO 4" SCHEDULE 80 PVC CONDUIT (OPEN CUT) | LF | 100.000 | | | |
| 0610 | 745604 FURNISH & INSTALL UP TO 4" SCHEDULE 80 PVC CONDUIT (TRENCH) | LF | 10365.000 | | | |
| 0620 | 745606 FURNISH & INSTALL UP TO 4" GALVANIZED STEEL CONDUIT (TRENCH) | LF | 135.000 | | | |
| 0630 | 745607 FURNISH & INSTALL UP TO 4" GALVANIZED STEEL CONDUIT (BORE) | LF | 105.000 | | | |
| 0640 | 745609 FURNISH & INSTALL UP TO 4" GALVANIZED STEEL CONDUIT (ON STRUCTURE) | LF | 275.000 | | | |
| 0650 | 746517 ALUMINUM LIGHTING STANDARD WITH SINGLE DAVIT ARM, 30' POLE | EACH | 12.000 | | | |
| 0660 | 746520 ALUMINUM LIGHTING STANDARD WITH DOUBLE DAVIT ARM, 30' POLE | EACH | 15.000 | | | |
| 0670 | 746614 POLE BASE EXTENSION | CF | 48.000 | | | |

CONTRACT ID: T201451603.01

PROJECT(S): T201451603

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|---------|---|----------------------------|------------|-----|------------|-----|
| | | | DOLLARS | CTS | DOLLARS | CTS |
| 0680 | 746628 ALUMINUM LIGHTING STANDARD WITH SINGLE DAVIT ARM, 15' POLE | 22.000 EACH | | | | |
| 0690 | 746850 POLE BASE, TYPE 4A | 6.000 EACH | | | | |
| 0700 | 746852 POLE BASE, TYPE 6 | 49.000 EACH | | | | |
| 0710 | 746872 LIGHTING CONTROL AND DISTRIBUTION ENCLOSURE | 1.000 EACH | | | | |
| 0720 | 746901 UNDERPASS LUMINARE | 7.000 EACH | | | | |
| 0730 | 746909 FURNISH & INSTALL 1-CONDUCTOR #6 AWG STRANDED COPPER | 25000.000 LF | | | | |
| 0740 | 746914 FURNISH & INSTALL #6 BARE STRANDED COPPER GROUND | 6450.000 LF | | | | |
| 0750 | 746924 FURNISH & INSTALL LOOP WIRE 1-CONDUCTOR #14 AWG ENCASED IN 1/4" FLEXIBLE TUBING IN A LOOP SAWCUT | 1120.000 LF | | | | |
| 0760 | 746927 FURNISH & INSTALL #3/0 AWG STRANDED COPPER | 250.000 LF | | | | |
| 0770 | 746952 FURNISH AND INSTALL ELECTRICAL UTILITY SERVICE EQUIPMENT | 2.000 EACH | | | | |

CONTRACT ID: T201451603.01

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All figures must be typewritten.

CONTRACTOR : _____

| LINE NO | ITEM DESCRIPTION | APPROX. QUANTITY AND UNITS | UNIT PRICE | | BID AMOUNT | |
|---------|--|----------------------------|------------|-----|------------|-----|
| | | | DOLLARS | CTS | DOLLARS | CTS |
| 0780 | 746957 FURNISH & INSTALL 600 KCMIL STRANDED COPPER | 525.000 LF | | | | |
| 0790 | 746958 FURNISH & INSTALL 1-CONDUCTOR #1 AWG STRANDED COPPER | 1725.000 LF | | | | |
| 0800 | 746959 FURNISH & INSTALL #1 BARE STRANDED COPPER GROUND | 875.000 LF | | | | |
| 0810 | 747517 CABINET BASE, TYPE R | 2.000 EACH | | | | |
| 0820 | 748015 PERMANENT PAVEMENT STRIPING, SYMBOL/LEGEND ALKYD-THERMOPLAST IC | 1473.000 SF | | | | |
| 0830 | 748019 TEMPORARY MARKINGS, PAINT, 4" | 3257.000 LF | | | | |
| 0840 | 748026 TEMPORARY MARKINGS, PAINT SYMBOL/LEGEND | 831.000 SF | | | | |
| 0850 | 748548 PERMANENT PAVEMENT STRIPING, EPOXY RESIN PAINT, WHITE/YELLOW, 5" | 13536.000 LF | | | | |
| 0860 | 748553 PREFORMED RETROREFLECTIVE THERMOPLASTIC PAVEMENT MARKINGS, BIKE SYMBOL | 3.000 EACH | | | | |

CONTRACT ID: T201451603.01

PROJECT(S): T201451603

All figures must be typewritten.

CONTRACTOR :

| LINE NO | ITEM DESCRIPTION | APPROX. QUANTITY AND UNITS | UNIT PRICE | | BID AMOUNT | |
|---------|---|----------------------------|------------|------|------------|-----|
| | | | DOLLARS | CTS | DOLLARS | CTS |
| 0870 | 748555 PREFORMED RETROREFLECTIVE THERMOPLASTIC PAVEMENT MARKINGS, HANDICAP SYMBOL | 11.000 EACH | | | | |
| 0880 | 749687 INSTALLATION OR REMOVAL OF TRAFFIC SIGN(S) ON SINGLE SIGN POST | 148.000 EACH | | | | |
| 0890 | 749688 INSTALLATION OF 4" DIAMETER HOLE, LESS THAN OR EQUAL TO 6" DEPTH | 14.000 EACH | | | | |
| 0900 | 749690 INSTALLATION OR REMOVAL OF TRAFFIC SIGNS ON MULTIPLE SIGN POSTS | 60.000 SF | | | | |
| 0910 | 753516 SANITARY SEWER SYSTEM | LUMP | | LUMP | | |
| 0920 | 758000 REMOVAL OF EXISTING PORTLAND CEMENTCONCRETE PAVEMENT, CURB, SIDEWALK, ETC. | 1200.000 SY | | | | |
| 0930 | 759501 FIELD OFFICE, SPECIAL | 12.000 EAMO | | | | |
| 0940 | 762001 SAW CUTTING, BITUMINOUS CONCRETE | 2787.000 LF | | | | |
| 0950 | 762002 SAW CUTTING, CONCRETE, FULL DEPTH | 45.000 LF | | | | |

CONTRACT ID: T201451603.01

PROJECT(S): T201451603

All figures must be typewritten.

CONTRACTOR : _____

| LINE NO | ITEM DESCRIPTION | APPROX. QUANTITY AND UNITS | UNIT PRICE | | BID AMOUNT | |
|---------|--|----------------------------|------------|-----|------------|-----|
| | | | DOLLARS | CTS | DOLLARS | CTS |
| 0960 | 763000 INITIAL EXPENSE | LUMP | LUMP | | | |
| 0970 | 763501 CONSTRUCTION ENGINEERING | LUMP | LUMP | | | |
| 0980 | 763503 TRAINEE | 1040.000 HOUR | 0.80000 | | 832.00 | |
| 0990 | 763508 PROJECT CONTROL SYSTEM DEVELOPMENT PLAN | LUMP | LUMP | | | |
| 1000 | 763509 CPM SCHEDULE UPDATES AND/OR REVISED UPDATES | 12.000 EAMO | | | | |
| 1010 | 763597 UTILITY CONSTRUCTION ENGINEERING | 400.000 HOUR | | | | |
| 1020 | 763699 ELECTRIC VEHICLE CHARGING STATION DISTRIBUTION CENTER | 1.000 EACH | | | | |
| 1030 | 763700 LEVEL 2 COMMERCIAL DUAL PORT CHARGING STATION | 5.000 EACH | | | | |
| 1040 | 905001 SILT FENCE | 3646.000 LF | | | | |
| 1050 | 905005 INLET SEDIMENT CONTROL, CURB INLET | 8.000 EACH | | | | |

CONTRACT ID: T201451603.01

PROJECT(S): T201451603

All figures must be typewritten.

CONTRACTOR : _____

| LINE NO | ITEM DESCRIPTION | APPROX. QUANTITY AND UNITS | UNIT PRICE | | BID AMOUNT | |
|---------|--|----------------------------|------------|-----|------------|-----|
| | | | DOLLARS | CTS | DOLLARS | CTS |
| 1060 | 906001 PORTABLE SEDIMENT TANK | 1.000 EACH | | | | |
| 1070 | 906003 SUMP PIT | 1.000 EACH | | | | |
| 1080 | 906004 SKIMMER DEWATERING DEVICE | 1.000 EACH | | | | |
| 1090 | 907510 COMPOST FILTER LOG | 16.000 LF | | | | |
| 1100 | 908004 TOPSOIL, 6" DEPTH | 22850.000 SY | | | | |
| 1110 | 908014 PERMANENT GRASS SEEDING, DRY GROUND | 20350.000 SY | | | | |
| 1120 | 908015 PERMANENT GRASS SEEDING, WET GROUND | 2500.000 SY | | | | |
| 1130 | 908020 EROSION CONTROL BLANKET MULCH | 327.000 SY | | | | |
| 1140 | 908021 TURF REINFORCEMENT MATTING, TYPE 1 | 8.000 SY | | | | |
| 1150 | 908023 STABILIZED CONSTRUCTION ENTRANCE | 120.000 TON | | | | |

CONTRACT ID: T201451603.01

PROJECT(S): T201451603

All figures must be typewritten.

CONTRACTOR : _____

| LINE NO | ITEM DESCRIPTION | APPROX. QUANTITY AND UNITS | UNIT PRICE | | BID AMOUNT | |
|------------|--------------------------------------|----------------------------------|------------|-----|------------|-----|
| | | | DOLLARS | CTS | DOLLARS | CTS |
| 1160 | 910008 STORMWATER MANAGEMENT POND | 2700.000 CY | | | | |
| 1170 | 910500 BIORETENTION SOIL MIX | 1090.000 CY | | | | |
| | SECTION 0001 TOTAL | | | | | |
| | TOTAL BID | | | | | |

CANNOT BE
USED FOR
BIDDING

BREAKOUT SHEET INSTRUCTIONS

**BREAKOUT SHEET(S) MUST BE SUBMITTED EITHER WITH YOUR BID DOCUMENTS;
OR WITHIN SEVEN (7) CALENDAR DAYS FOLLOWING THE BID DUE DATE BY THE
LOWEST APPARENT BIDDER.**

BREAKOUT SHEETS ARE TO BE SUBMITTED TO DELDOT'S CONTRACT ADMINISTRATION AS SHOWN BELOW. BREAKOUT SHEETS CANNOT BE CHANGED AFTER AWARD. THE DEPARTMENT WILL REVIEW THE FIGURES SUBMITTED ON THE BREAKOUT SHEET(S) TO ENSURE THEY MATCH THE RESPECTIVE LUMP SUM BID AMOUNT(S). MATHEMATICALLY INCORRECT BREAKOUT SHEETS WILL BE RETURNED FOR IMMEDIATE CORRECTION.

BREAKOUT SHEETS MAY BE SUBMITTED;

VIA E-MAIL TO: DOT-ASK@STATE.DE.US
SUBJECT: **T201451603.01** Breakout Sheet

OR MAILED TO: DELDOT
CONTRACT ADMINISTRATION
PO BOX 778, DOVER, DE 19903

'BREAKOUT SHEET' AND THE PROJECT NUMBER
MUST APPEAR ON THE ENVELOPE.

BREAKOUT SHEET - 1
614508 - WATER MAIN AND ACCESSORIES

CONTRACT NO. T201451603.01

| ITEM NO. | APPROX . QTY. | UOM | DESCRIPTION | UNIT PRICE | AMOUNT |
|--|---------------|-----|--|------------|--------|
| <u>1713 HOLDINGS, LLC 12-INCH WATER MAIN</u> | | | | | |
| W-1 | 154 | LF | Ductile Iron Pipe Class 52, 6" (Restrained or Mechanical Joint) | \$ | \$ |
| W-2 | 1,932 | LF | Ductile Iron Pipe Class 52, 12" (Restrained or Mechanical Joint) | \$ | \$ |
| W-3 | 3 | EA | Fire Hydrant | \$ | \$ |
| W-4 | 5 | EA | Ductile Iron Gate Valve w/Cast Iron Box and Cover, 6" | \$ | \$ |
| W-5 | 6 | EA | Ductile Iron Gate Valve w/Cast Iron Box and Cover, 12" | \$ | \$ |
| W-6 | 3 | EA | Ductile Iron Tapping Sleeve w/Valve, 12" | \$ | \$ |
| W-7 | 1 | EA | Ductile Iron Insert Valve, 12" | \$ | \$ |
| W-8 | 1 | EA | Air Relief Valve, 12" | \$ | \$ |
| W-9 | 3 | EA | M.J. Tee 12" x 12" | \$ | \$ |
| W-10 | 5 | EA | M.J. Tee 12" x 6" | \$ | \$ |
| W-11 | 2 | EA | M.J. Cap, 12" | \$ | \$ |
| W-12 | 3 | EA | M.J. Cap, 6" | \$ | \$ |
| W-13 | 2 | EA | 30° Horizontal Bends, 12-inch DIP | \$ | \$ |
| W-14 | 2 | EA | 90° Horizontal Bends, 12-inch DIP | \$ | \$ |
| W-15 | 4 | EA | 45° Horizontal Bends, 12-inch DIP | \$ | \$ |
| W-16 | 2 | EA | Fire Hydrant Removal | \$ | \$ |
| SUBTOTAL | | | | | |

BREAKOUT SHEET - 1
614508 - WATER MAIN AND ACCESSORIES

CONTRACT NO. T201451603.01

| ITEM NO. | APPROX . QTY. | UOM | DESCRIPTION | UNIT PRICE | AMOUNT |
|---|---------------|-----|--|------------|--------|
| CITY OF NEWARK 12-INCH WATER MAIN TIE-IN AND METER VAULT | | | | | |
| CN-1 | 11 | LF | Ductile Iron Pipe Class 52, 6" (Restrained or Mechanical Joint) | \$ | \$ |
| CN-2 | 44 | LF | Ductile Iron Pipe Class 52, 8" (Restrained or Mechanical Joint) | \$ | \$ |
| CN-3 | 15 | LF | Ductile Iron Pipe Class 52, 10" (Restrained or Mechanical Joint) | \$ | \$ |
| CN-4 | 58 | LF | Ductile Iron Pipe Class 52, 12" (Restrained or Mechanical Joint) | \$ | \$ |
| CN-5 | 2 | EA | Ductile Iron Gate Valve w/Cast Iron Box and Cover, 6" | \$ | \$ |
| CN-6 | 4 | EA | Ductile Iron Gate Valve w/Cast Iron Box and Cover, 8" | \$ | \$ |
| CN-7 | 4 | EA | Ductile Iron Gate Valve w/Cast Iron Box and Cover, 12" | \$ | \$ |
| CN-8 | 1 | EA | Tapping Sleeve w/Valve, 12" | \$ | \$ |
| CN-9 | 2 | EA | 8" Check Valve | \$ | \$ |
| CN-10 | 2 | EA | M.J. Tee 6" x 12" | \$ | \$ |
| CN-11 | 2 | EA | M.J. Tee 8" x 8" | \$ | \$ |
| CN-12 | 2 | EA | M.J. Tee 12" x 12" | \$ | \$ |
| CN-13 | 2 | EA | 12" x 10" Reducer | \$ | \$ |
| CN-14 | 2 | EA | M.J. Cap, 10" | \$ | \$ |
| CN-15 | 2 | EA | 45° M.J. Horizontal Bend, 12-inch DIP | \$ | \$ |
| CN-16 | 1 | EA | 60° M.J. Horizontal Bend, 12-inch DIP | \$ | \$ |

BREAKOUT SHEET - 1
614508 - WATER MAIN AND ACCESSORIES

CONTRACT NO. T201451603.01

| ITEM NO. | APPROX . QTY. | UOM | DESCRIPTION | UNIT PRICE | AMOUNT |
|---|---------------|-----|--|------------|--------|
| CN-17 | 2 | EA | 90° M.J. Horizontal Bend, 8-inch DIP | \$ | \$ |
| CN-18 | 2 | EA | 90° M.J. Horizontal Bend, 10-inch DIP | \$ | \$ |
| CN-19 | 2 | EA | Fire Hydrant | \$ | \$ |
| CN-20 | 4 | EA | Pipe Supports | \$ | \$ |
| CN-21 | 1 | EA | Concrete Meter Vault | \$ | \$ |
| CN-22 | 1 | EA | Concrete Pad - 9'x15' | \$ | \$ |
| CN-23 | 11 | EA | Bollard | \$ | \$ |
| | | | | SUBTOTAL | |
| <u>SUEZ WATER 20-INCH WATER MAIN RELOCATION</u> | | | | | |
| SW-1 | 2,275 | LF | Ductile Iron Pipe Class 56, 20" (Push- on or Restrained Joint) | | |
| SW-2 | 70 | LF | 30" Steel Casing Pipe | | |
| SW-3 | 3 | EA | M.J. Ductile Iron Gate Valve w/Cast Iron Box and Cover, 20" | | |
| SW-4 | 2 | EA | M.J. Tapped Cap, 20" x 2" | | |
| SW-5 | 1 | EA | M.J. Tee 20" x 12" | | |
| SW-6 | 1 | EA | M.J. Tee 20" x 6" | | |
| SW-7 | 1 | EA | 22.5° M.J. Horizontal Bends, 20-inch DIP | | |
| SW-8 | 2 | EA | 11.25° M.J. Horizontal Bends, 20-inch DIP | | |
| SW-9 | 1 | EA | 20" x 6" Tapping Sleeve | | |

**BREAKOUT SHEET - 1
614508 - WATER MAIN AND ACCESSORIES**

CONTRACT NO. T201451603.01

| ITEM NO. | APPROX . QTY. | UOM | DESCRIPTION | UNIT PRICE | AMOUNT |
|--|---------------|-----|---|------------|--------|
| SW-10 | 1 | EA | Ductile Iron M.J. Gate Valve w/Cast Iron Box and Cover, 12" | | |
| SW-11 | 10 | LF | Ductile Iron Pipe Class 56, 12" (Push-on or Restrained Joint) | | |
| SW-12 | 1 | EA | M.J. Reducer, 12" x 8" | | |
| SW-13 | 1 | EA | M.J. Tee 12" x 6" | | |
| SW-14 | 20 | LF | Ductile Iron Pipe Class 56, 8" (Push-on or Restrained Joint) | | |
| SW-15 | 1 | EA | M.J. Tee 8" x 8" | | |
| SW-16 | 1 | EA | 90° M.J. Horizontal Bend, 8-inch DIP | | |
| SW-17 | 2 | EA | Ductile Iron Gate Valve w/Cast Iron Box and Cover, 8" | | |
| SW-18 | 2 | EA | Ductile Iron Gate Valve w/Cast Iron Box and Cover, 6" | | |
| SW-19 | 1 | EA | 6" M.J. Tapping Valve (with box) | | |
| SW-20 | 40 | LF | Ductile Iron Pipe Class 56, 6" (Push-on or Restrained Joint) | | |
| SW-21 | 1 | EA | Fire Hydrant | | |
| SW-22 | 2 | EA | 2" Temp Blow Off Assembly | | |
| | | | | SUBTOTAL | |
| TOTAL ITEM 614508 - WATER MAIN AND ACCESSORIES \$ | | | | | |
| (LUMP SUM BID PRICE FOR ITEM 614508) | | | | | |

BREAKOUT SHEET - 2
753516 - SANITARY SEWER SYSTEM

CONTRACT NO. T201451603.01

| ITEM NO. | APPROX. QTY. | UOM | DESCRIPTION | UNIT PRICE | AMOUNT |
|----------|--------------|-----|---|------------|--------|
| S-1 | 1,339 | LF | High Density Polyethylene (HDPE), DR 11, 2" | \$ | \$ |
| S-2 | 307 | LF | Polyvinyl Chloride Pipe (PVC), SDR 35, 6" | \$ | \$ |
| S-3 | 12 | LF | Standard Sanitary Precast Manhole, 48-inch Diameter | \$ | \$ |
| S-9 | 1 | EA | Sanitary Grinder Pump | \$ | \$ |
| S-10 | 6 | EA | Air Release Valve | \$ | \$ |

TOTAL ITEM 753516 - SANITARY SEWER SYSTEM \$ _____

(LUMP SUM BID PRICE FOR ITEM 753516)

BREAKOUT SHEET - 3

CONTRACT NO. T201451603.01

708599 - ELECTRIC DUCTBANK AND MANHOLE SYSTEM

| ITEM NO. | APPROX. QTY. | UOM | DESCRIPTION | UNIT PRICE | AMOUNT |
|----------|--------------|-----|---|------------|--------|
| E-1 | 665 | LF | Schedule 40 PVC Pipe, 6" 2-Conduit Trench | \$ | \$ |
| E-2 | 330 | LF | Schedule 40 PVC Pipe, 6" 4-Conduit Trench | \$ | \$ |
| E-3 | 1 | EA | Precast Concrete Electric Manhole/Vault - Two-Piece (8' Max Depth) | \$ | \$ |
| E-4 | 1 | EA | Precast Concrete Manhole Frame and Cover | \$ | \$ |

TOTAL ITEM 708599 - ELECTRIC DUCTBANK AND MANHOLE SYSTEM \$ _____

(LUMP SUM BID PRICE FOR ITEM 708599)

"ATTENTION"

TO BIDDERS

BREAKOUT SHEET(S) MUST BE SUBMITTED EITHER WITH YOUR BID DOCUMENTS; OR WITHIN SEVEN (7) CALENDAR DAYS FOLLOWING THE BID DUE DATE BY THE LOWEST APPARENT BIDDER.

BREAKOUT SHEETS ARE TO BE SUBMITTED TO DELDOT'S CONTRACT ADMINISTRATION AS SHOWN BELOW. BREAKOUT SHEETS CANNOT BE CHANGED AFTER AWARD. THE DEPARTMENT WILL REVIEW THE FIGURES SUBMITTED ON THE BREAKOUT SHEET(S) TO ENSURE THEY MATCH THE RESPECTIVE LUMP SUM BID AMOUNT(S). MATHEMATICALLY INCORRECT BREAKOUT SHEETS WILL BE RETURNED FOR IMMEDIATE CORRECTION.

BREAKOUT SHEETS MAY BE SUBMITTED;

VIA E-MAIL TO: DOT-ASK@STATE.DE.US
SUBJECT: **T201451603.01** Breakout Sheet

OR MAILED TO: DELDOT
CONTRACT ADMINISTRATION
PO BOX 778, DOVER, DE 19903

'BREAKOUT SHEET' AND THE PROJECT NUMBER
MUST APPEAR ON THE ENVELOPE.

NOTE TO BIDDERS:

This Certification of Compliance, or, this Certification of Non-Compliance, must be completed in full, notarized and submitted with your bid or your bid will not be accepted.

BUY AMERICA CERTIFICATION

CERTIFICATION OF COMPLIANCE

The bidder hereby certifies that it will comply with the requirements of 49 U.S.C. Section 5323(j)(2)(C), Section 165(b)(3) of the Surface Transportation Assistance Act of 1982, as amended, and the regulations of 49 CFR 661.11:

Date: _____

Signature: _____

Title: _____

Company Name: _____

OR (complete only one certification, compliance or non-compliance):

CERTIFICATION OF NON-COMPLIANCE

The Bidder hereby certifies that he/she cannot comply with the requirements of 49 U.S.C. Section 5323(j)(2)(C) and Section 165(b)(3) of the Surface Transportation Assistance Act of 1982, as amended, but may qualify for an exception to the requirements consistent with 49 U.S.C. Sections 5323(j)(2)(B) or (j)(2)(D), Sections 165(b)(2) or (b)(4) of the Surface Transportation Assistance Act, as amended, and regulations in 49 CFR 6612.7.

Date: _____

Signature: _____

Title: _____

Company Name: _____

Sworn and subscribed before me this _____ day of _____, 2015

My commission expires _____.

Notary Public

CERTIFICATION OF ELIGIBILITY

_____ hereby certifies that it is not included on the United States

Comptroller General's Consolidated List of Persons or Firms Currently Debarred for Violations of Various

Public Contracts Incorporating Labor Standard Provisions.

Signed: _____

Title: _____

Date: _____

Sworn and subscribed before me this _____ day of _____, 2015.

My commission expires _____.

Notary Public

CANNOT BE USED FOR BIDDING

CERTIFICATE OF NON-COLLUSION

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:

- 1) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement for the purpose of restricting to such prices, with any other bidder or with any competitor;
- 2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and
- 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 bid for the purpose of restricting competition.

Company Name

Authorized Signature

Date

Sworn and subscribed before me this _____ day of _____, 2015.

My commission expires _____.

Notary Public

CERTIFICATION OF PRIMARY PARTICIPANT REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

The Primary Participant (applicant for an FTA grant or cooperative agreement, or potential contractor for a major third party contract), _____ 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 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 (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.

If the primary participant (applicant for an FTA grant or cooperative agreement, or potential third party contractor) is unable to certify to any of the statements in this certification, the participant shall attach an explanation to this certification.

The Primary Participant (applicant for an FTA grant or cooperative agreement, or potential contractor for a major third party contract), _____ certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification and understands that the provisions of 31 U.S.C. Sections 3801 et seq, are applicable thereto.

Signature and Title of Authorized Official

Date

CERTIFICATION OF RESTRICTIONS ON LOBBYING

The Bidder or Offeror certifies, to the best of its knowledge and belief, that:

1) 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 a Federal department or agency, a Member of the U.S. Congress, an officer or employee of the U.S. Congress, or an employee of a Member of the U.S. 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 thereof.

2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any 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 (as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq.)).

3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. 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 (as amended by the Lobbying Disclosure Act of 1995). 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.

THE BIDDER OR OFFEROR, _____, CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF EACH STATEMENT OF ITS CERTIFICATION AND DISCLOSURE, IF ANY. IN ADDITION, THE BIDDER OR OFFEROR UNDERSTANDS AND AGREES THAT THE PROVISIONS OF 31 U.S.C. §§ 3801 ET SEQ. APPLY TO THIS CERTIFICATION AND DISCLOSURE, IF ANY.

Signature of the Bidder or Offeror's Authorized Official

Name and Title of the Bidder or Offeror's Authorized Official

Date

**AFFIDAVIT
OF
EMPLOYEE DRUG TESTING PROGRAM**

4104 Regulations for the Drug Testing of Contractor and Subcontractor Employees Working on Large Public Works Projects requires that Contractors and Subcontractors implement a program of mandatory drug testing for Employees who work on Large Public Works Contracts funded all or in part with public funds.

We hereby certify that we have in place or will implement during the entire term of the contract a Mandatory Drug Testing Program for our employees on the jobsite that complies with this regulation:

Contractor/Subcontractor Name: _____

Contractor/Subcontractor Address: _____

Authorized Representative (typed or printed): _____

Authorized Representative (signature): _____

Title: _____

Sworn to and Subscribed before me this _____ day of _____ 20____.

My Commission expires _____ . NOTARY PUBLIC _____.

THIS PAGE MUST BE SIGNED, NOTARIZED, AND RETURNED WITH YOUR BID.

CERTIFICATION

Contract No. T201451603.01
Federal Aid Project No. TIGER-2014(01)

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

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

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

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

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

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

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

(Insert Exceptions)

DBE Program Assurance:

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

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

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

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

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

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

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

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

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

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

BIDDERS MUST ACKNOWLEDGE RECEIPT OF ALL ADDENDA

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



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

Name of Bidder (Organization)

Corporate
Seal

By: _____
Authorized Signature

Attest _____

Title

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

Notary
Seal

Notary

BID BOND

TO ACCOMPANY PROPOSAL
(Not necessary if security is used)

KNOW ALL MEN BY THESE PRESENTS That: _____

of _____ in the County of _____ and State of _____ as

Principal, and _____ of _____ in the County of

_____ and State of _____ as **Surety**, legally authorized to do business in the State of

Delaware ("**State**"), are held and firmly unto the **State** in the sum of _____

_____ Dollars (\$ _____), or _____ percent not to exceed _____

_____ Dollars (\$ _____) of amount of bid on Contract No. T201451603.01, to be paid to the **State** for the use and benefit of its Department of Transportation ("**DelDOT**") for which payment well and truly to be made, we do bind ourselves, our and each of our heirs, executors, administrators, and successors, jointly and severally for and in the whole firmly by these presents.

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

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

SEALED, AND DELIVERED IN THE presence of

Name of Bidder (Organization)

Corporate Seal

By: _____
Authorized Signature

Attest _____

Title

Name of **Surety**

Witness: _____

By: _____

Title