

STATE OF DELAWARE
DEPARTMENT OF TRANSPORTATION

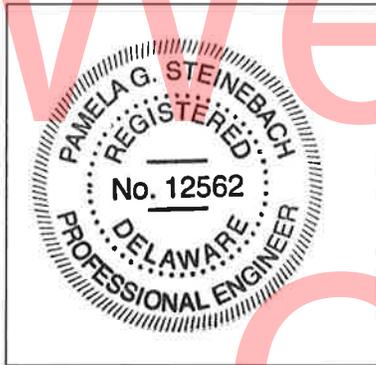


PLANS AND SPECIFICATIONS FOR

Contract Number: T201506402

Federal Aid Project Number: NONE

WARM MIX PATCHING, NORTH, OPEN END, FY15-FY17



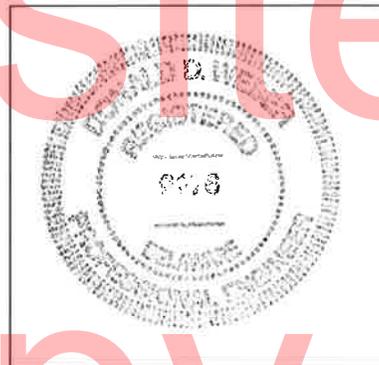
RECOMMENDED:

Pamela G. May

North District Design Engineer

10/9/14

Date



APPROVED:

[Signature]

North District Engineer,
Maintenance and Operations

10/10/14

Date

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CONTRACT DESCRIPTION

The purpose of this contract is to repair sections of bituminous concrete pavement on roads in DelDOT North District, New Castle County, Delaware. Work includes saw-cutting, milling, paving, crack sealing, replacing damaged paint striping, and adjusting and repairing drainage inlets and manholes.

The specific work sites are not listed herein, but will be assigned as available by the District Maintenance office via work orders.

The duration of this open-end contract shall be for a period of two years from the date of initial "Notice to Proceed" letter, with the option to extend the contract for one (1) additional one-year period.

PROJECT NOTES

1. All work shall be performed in accordance with the Delaware Department of Transportation Standard Specifications dated August 2001 (as amended by the Supplemental Specifications), the DelDOT Special Provisions, Standard Construction Details, and these project notes.
2. An updated Performance Bond shall be submitted at the beginning of each fiscal year. Failure on the part of the contractor to submit the Performance Bond shall result in the Contract being cancelled.
3. This contract shall be for a period of two (2) years from the date of Initial Notice to Proceed, with the option to extend the contract for one (1) additional one-year period. The one-year extension must be approved by both parties in writing, at least 30 days prior to the expiration of the existing contract. The Performance Bond shall be submitted with the contract extension and shall be subject to any such agreed upon renewal for the extension period. Failure on the part of the Contractor to submit the Performance Bond for the extension period prior to the last working day before end of the previous period may result in the contract being cancelled. It shall be the contractor's responsibility to obtain the forms necessary to renew the Performance Bond each year the contract is in force.
4. Whenever the word "Contractor" is used in this contract, it shall refer to the person or persons, company, or corporation furnishing the services required.
5. Whenever the word "Department" or "Engineer" is used, it shall refer to the person or persons representing the Delaware Department of Transportation (DelDOT).
6. Work orders will be issued to the Contractor by the Department. Each work order will describe the work to be performed or deleted. Each work order will indicate the location of work, the Pay Items

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and quantities of the work, property owner notification requirements, and the allowable time to perform the work.

7. Each work order shall be considered a separate unit of work. Upon completion of each single unit of work and acceptance by the Department, one itemized invoice will be prepared by the Department for that unit. A summary of the work orders will also be provided. The Contractor shall review and approve the invoices and summary. Payment will be monthly for the completed invoices as outlined in Section 109.07.
8. All additional work shall be performed by contract unit prices. In the case where contract prices are not available, prices are to be negotiated or performed by Force Account procedures, as described in the Standard Specifications.
9. Prosecution and progress of work:
 - a. The Contractor shall commence work indicated on the work order no later than the tenth day after issuance unless required materials are not available. Non-availability of materials shall be verified by at least three (3) different sources. Verification shall be formal and supplied by the Contractor in writing.
 - b. Issuance of each work order constitutes the notice to proceed with the work described on the work order. Subsection 108.02 (Notice to Proceed) of the Standard Specifications is not applicable to this Contract.
 - c. If there is a verified non-availability of materials, time charges shall commence on the first (1st) working day following the delivery date of said materials.

The Contractor may have up to four (4) active work orders at a time until all assigned work has been completed. The Contractor shall have the ability to provide additional working crews if requested by the Engineer.

- d. Failure to complete assigned work orders in the calculated time constitutes "Failure to Pursue the Work" and subjects the Contractor to liquidated damages as outlined in Subsection 108.09 of the Standard Specifications. If work on a specific work order is not completed within the allotted time listed on the work order, liquidated damages will be assessed in accordance with Subsection 108.09 and based on the total value of that work order.
- e. A semi-final and final inspection will be performed in accordance with Subsection 105.20 on each work order and if the work is satisfactorily completed it will be accepted by the Department. When seeding is required on the work order, it will conform to the applicable items on the contract.

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10. Section 101.91(4) of the DeIDOT Standard Specifications is amended. There will not be a winter shutdown from December 16th to March 15th. The Department reserves the right to issue work and continue contract between these dates.
11. No utility relocation involvement is anticipated. Should any conflicts be encountered during construction requiring adjustment and/or relocation of the agencies' existing facilities, the necessary relocation work shall be accomplished by the respective agencies' forces, as directed by the District Engineer. Any adjustments and/or relocations of municipally owned facilities shall be done by the State's contractor in accordance with the respective agencies' standard specifications as directed by the District Engineer.
12. Underground Utilities may be present at all locations. Therefore, all standard practices and procedures regarding utilities shall be followed. The Contractor shall contact Miss Utility of Delaware prior to starting each work order. The Contractor is responsible for the support and protection of all utilities when excavating. The Contractor is responsible for ensuring proper clearances, including safety clearances, from overhead utilities for construction equipment. The Contractor is advised to check the site for access purposes for his equipment, and make arrangements directly with utility companies for field adjustments for adequate clearances necessary.
13. No environmental permits are required for this work provided no jurisdictional wetlands or waters are impacted. If there is any question as to whether or not a water or wetland is jurisdictional, the Department will contact the DeIDOT Environmental Section at 302-760-2264.
14. The Contractor shall not trespass on private property unless the Department has acquired a "Temporary Trespass Agreement" from the property owner. If the work is within a permanent easement, the work shall not begin until the adjacent property owners have been notified. Prior to starting work on private property, the Contractor shall notify affected property owners of the proposed work dates.
15. It is anticipated that all work will occur within DeIDOT's right of way. Should the need occur to trespass onto railroad property, including the highway-rail crossing; it will be the responsibility of the Project Manager to contact the railroad coordinator and obtain written authorization before entering.
16. Work located within Municipalities requires a Town Agreement. Contact DeIDOT TEAM Support section at (302) 760-2251 prior to commencing work within Municipalities to process a town agreement.
17. Excavation of roadway materials for patching shall be incidental to the patching items being placed.

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- 18. Clearing and grubbing of trees, shrubs and other vegetation less than 6 inches in diameter shall be incidental to the applicable repair or replacement Pay Item. Grubbing activities performed in wetland areas requires environmental permit approvals.
- 19. The Contractor shall protect all driveways from damage due to Contractor’s equipment, and shall be responsible for all such damage done by Contractor’s equipment.
- 20. Proper disposal of construction related wastes shall be the sole responsibility of the Contractor, and shall be performed in accordance with all applicable State regulations.
- 21. Trash, rubbish, debris or brush that hampers repair / maintenance work in this Contract (as determined by the Engineer), shall be removed within the project limits and shall be incidental to Item 763000 (Initial Expense).
- 22. The Contractor shall guarantee all work to be free from defects for a period of one year from time of owner acceptance. Any defects occurring during this period shall be corrected by the Contractor at no additional cost to the Department.
- 23. Time to perform the work assigned per work order shall be developed by the following method and items:

LEGEND:
 A = TONS OF TYPE “C” HOT-MIX PATCHING IN WORK ORDER.
 B = SQUARE YARDS PER INCH OF MILLING IN WORK ORDER.
 C = SQUARE YARDS PER INCH OF HOT-MIX PATCHING IN WORK ORDER.
 D = TONS OF BCBC PATCHING IN WORK ORDER.
 T = TIME ALLOWED TO PERFORM JOB ORDER ROUNDED UP TO THE NEXT WHOLE WORKING DAY.

FORMULA:

$$T = \frac{A}{125 t} + \frac{B}{2,000 \text{ sy/in}} + \frac{C}{2,000 \text{ sy/in}} + \frac{D}{125 t}$$

SAMPLE CALCULATION:

A= 126 TONS
 B= 1,976 SQUARE YARDS PER INCH
 C= 2,125 SQUARE YARDS PER INCH
 D= 116 TONS

$$T = \frac{126}{125} + \frac{1,976}{2,000} + \frac{2,125}{2,000} + \frac{116}{125}$$

$$T = 1.008 + 0.988 + 1.0625 + 0.928$$

$$T = 3.9865 = 4 \text{ working days}$$

Daytime restricted hours may be required on some job orders. The time for these locations shall be increased by fifty percent (For Example: 10 working days will become 15 working days).

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24. Removal of all hot-mix, base course material, and unsuitable soil shall be paid under Item 406001 (Hot-Mix Patching).
25. The location of the work to be performed is designated by zones. The zone limits are shown on numbered zone maps included in the Contract documents. The Department intends to issue work orders so that when one location is completed, the Contractor can immediately move to the next location. The Department will make every attempt to minimize the distance between successive locations. The Contractor shall be paid for "Road Location Mobilizations" as defined in Special Provisions 763544, 763545, 763546 and 763548. Payment for "Road Location Mobilization" will not be made for crack sealing, pavement striping, or pavement symbol work.
26. Butt joints shall be placed as directed by the Engineer. Butt joints cut prior to the day of the pavement overlay shall be ramped with hot mix temporary roadway material (TRM). Pavement milling material will not be allowed for this purpose.
27. Removal of material under Pay Item 406001 (Hot-Mix Patching) shall be performed by use of a milling machine, unless directed otherwise by the Engineer. The Engineer may require use of other removal methods for small patching locations, at the sole discretion of the Engineer. The minimum width for pavement repair is 6 feet, unless directed otherwise by the Engineer. All hot mix materials shall be placed utilizing a hot mix paver.
28. Milled material shall remain the property of the Contractor.
29. Excavated material not needed on the project shall be removed from the site at Contractor's expense.
30. The Contractor shall provide residents 24-hour prior written notice for all phases of contract work. This notice shall be given to all residents whose property is adjacent to the street on which work is to be performed. Failure to give notice will result in suspension of work.
31. The Contractor shall take care in removing existing pavement around utilities, curb edges, drainage inlets, and other objects. Care should be taken to not dig deeper than the required depth. Failure to do so will result in the Contractor placing leveling course at his own expense.
32. Before the start of pavement removal or patching operations, and where there is existing striping, the Contractor shall be required to provide proof that sufficient material and equipment is available onsite to ensure striping is completed in a timely manner, before traffic is allowed on the roadway.
33. All milled patch areas must be backfilled with Superpave BCBC. the same day. The Engineer may consider allowing the Type 'C' Hot Mix to be placed the next day, depending on site specific requirements.

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34. When a location is designated for night time paving operations, all paving work, including pavement removal, patching, and restoration, shall be performed at night during the hours established by the Engineer. All related costs for night time work shall be included in the unit bid price for the respective pay items as listed in this Contract.
35. For Pay Item 401823 (WMA Superpave BCBC), the maximum allowable lift thickness is 6 inches depth. Minimum allowable lift thickness is 3 inches.
36. Daytime restricted work hours may be required on some work orders, at the discretion of the Engineer.
37. Place topsoil and grass seed in locations as instructed by the Engineer. Payment shall be under Items 732002 and 734013.
38. DelDOT will not compensate the Contractor for erroneous pavement markings. Any erroneous pavement markings placed by the Contractor shall be corrected immediately by the Contractor at the Contractor's expense. Erroneous markings or shadows that exceed one (1) inch in width shall be removed by either sand or water blasting as directed by the Engineer. No other removal methods will be allowed. Any damage to the pavement caused by the removal of erroneous markings shall be repaired/replaced to the satisfaction of the Engineer at the Contractor's expense.
39. At the end of each work day, and before traffic is returned to unrestricted roadway use, temporary striping shall be placed at locations that require permanent striping. Placement of temporary markings shall receive prior approval from the Engineer. Temporary pavement striping must match the permanent striping in all regards. Temporary pavement markings shall be paid at the applicable contract unit price. The Contractor is responsible for maintaining the temporary markings in good condition, such that the pavement is properly delineated at all times. Any refreshing of the markings will be at the Contractor's expense.
40. Final pavement markings shall conform to all existing patterns, and shall be placed within five (5) calendar days (maximum) after placement of the final course of paving material. Failure to comply will result in suspension of all other contract work, with time charges continuing to be assessed. If the Contractor fails to document the existing pavement markings in an acceptable manner, he shall be required to provide at his own expense, a new pavement marking plan, signed and sealed by a Professional Engineer in the State of Delaware.

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MAINTENANCE OF TRAFFIC

1. All work shall be performed in a manner that will reasonably provide the least practical obstruction to all road users, including vehicular, pedestrian, and bicycle traffic, and shall conform to the requirements of the 2011 Delaware Manual On Uniform Traffic Control Devices, Part 6, including all revisions up to the date of advertisement for bids.
2. No lane closures will be permitted on holidays or holiday weekdays, unless approved by the Engineer. This requirement applies to all roads impacted in this Contract, including interstate and associated ramps.
3. Time restrictions for lane closures will be determined by the District Safety Officer for each specific work location, and stated on the work order. The Contractor shall comply with these time restrictions.
4. All flaggers utilized by the Contractor for this project shall be ATSSA certified. All flaggers shall have their certification cards with them while working. Absence of a certification card will be justification for flagger dismissal from the site and corresponding suspension of work. All construction and Contractor vehicles and self-propelled equipment shall be equipped with an operating roof mounted amber flashing light. All personnel shall wear a retro reflective safety vest while they are within the right-of-way or adjacent to it. All retro reflective safety vests must be minimum ANSI Class 2.
5. The Contractor shall have an American Traffic Safety Services Association (ATSSA) Certified Supervisor assigned to this project. The Contractor's general superintendent for this project or another ATSSA certified member of the Contractor's project staff may be the ATSSA supervisor.
6. If required, the DelDOT Safety Section must be notified a minimum of three weeks in advance of the work in order to determine the type of and prepare a Transportation Management Plan (TMP) for the location. Should a Type "B" TMP be required, all restrictions given in the TMP will be followed.
7. If a road closure is required, the Contractor shall be required to submit the proposed detour route to the DelDOT Safety Officer for approval. Payment for detour plan preparation shall be included in the bid price for Item 763000 (Initial Expense). The Contractor shall also coordinate the closure with the Department. The Department will coordinate with the Safety Section and be responsible for the necessary emergency notifications. The detour route requires approval by the Department prior to closure. A two week detour review lead time shall be required for any requested detour. The Contractor shall be responsible for furnishing and maintaining the Maintenance of Traffic apparatus at the closure (i.e. Type III Barricade, Road Closed signs, etc.) and all advance-warning signs. The Contractor shall be responsible for placement of detour trailblazers. Payment for detour trailblazers shall be under Item 743024 (Temporary Warning Signs and Plaques).

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8. Drums will be required in work areas where the completion time will extend beyond one daylight operation.
9. No separate payment shall be made for the use of Traffic Cones. Traffic Cones and/or work associated with their use, such as set up, removal, cleaning, etc., shall be incidental to the work for which they protect.
10. The Contractor shall submit a site-specific Traffic Control Plan for approval two (2) weeks before the start of each location. The Traffic Control Plan must be in accordance with the latest revision of the Delaware Manual on Uniform Traffic Control Devices, Part 6, and must clearly indicate orientation of traffic control devices to be used for each site.
11. Traffic control devices shall be provided and placed in accordance with the Delaware MUTCD (Traffic Control Manual). The Contractor shall refer to the configuration requirements for each Typical Application scenario at each work location. The proposed traffic control device configuration will be addressed in the Contractor's Traffic Control Plan.
12. Payment for relocation and re-positioning of Traffic Control devices shall be incidental to the respective unit price Pay Items for Maintenance of Traffic included in this Contract. There shall be no additional compensation for relocation or re-positioning of traffic control devices.
13. The safety measures outlined within this Contract and the Delaware MUTCD are not necessarily sufficient in every instance to guarantee the protection of the traveling public or the persons working on the project. Therefore, the provisions of this Contract do not relieve the Contractor of the sole responsibility for the safety of all persons working within or traveling through the work zone throughout the duration of the project. The Contractor shall implement any additional safety measures that are not expressly required by the Contract and are necessary to ensure the safety of all persons. The Contractor shall submit to the Engineer justification for deviations from the Traffic Control Plan or Traffic Management Plan. Final approval of the deviations or additions shall rest with the Engineer. All costs for this work shall be incidental to the applicable maintenance of traffic pay items as listed in the original contract.
14. The Department reserves the right to stop the Contractor's operations, if in the opinion of the Engineer the Contractor's operations are not in compliance with the Delaware MUTCD, the specifications, or the Plans. The Department also reserves the right to stop the Contractor's operations if the Engineer deems the operation unsafe.
15. The Department will not make payment to the Contractor for any and all temporary traffic control devices where the Contractor sets up temporary traffic control to perform work, but fails to perform any work.
16. Any deficiencies related to temporary traffic control that are reported to the Contractor in writing shall be corrected within 24 hours or as directed by the Engineer. Corrective actions on severe deficiencies as determined by the Engineer shall be taken immediately unless otherwise directed by

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the Engineer. Failure to comply will result in non-payment for those devices that are found to be deficient for the duration of the deficiency. Severe deficiencies that are not corrected immediately could result in possible suspension of work until items identified are brought back into compliance and/or the holding of the pay estimate until the severe deficiencies are corrected.

17. At the end of each workday, the Contractor shall correct all pavement edge drop-offs in accordance with the Delaware MUTCD. This corrective work shall be accomplished with Temporary Road Material (TRM). All ruts and potholes shall be filled with TRM as soon as possible, but no later than by the end of each workday. Placement of TRM shall be completed in accordance with the applicable sections of the Delaware Standard Specifications. If temporary elimination of a drop-off hazard cannot be accomplished, then the area shall be properly marked and protected with additional temporary barriers, barricades, warning signs, etc. as required by the Delaware MUTCD, and as approved by the Engineer. Payment for all work described in this Project Note shall be incidental to applicable Maintenance of Traffic Pay Items in the Contract. There shall be no additional compensation provided to the Contractor for this work.
18. If the Contractor does not complete the contract work within the contract completion time as listed on the Work Order (including approved time extensions), the Contractor shall be responsible for providing the necessary temporary traffic control devices that are required to complete any remaining work. The cost of such temporary traffic control shall be borne by the Contractor. No additional payment will be made to the Contractor to maintain traffic in accordance with the Delaware MUTCD, specifications, and these Project Notes. Temporary traffic control items shall include, but not be limited to, warning signs, barricades, plastic drums, P.C.C. safety barrier, flaggers, traffic officers, arrow panels, message boards, portable light assemblies and portable impact attenuators.
19. All required Maintenance of Traffic Warning Signs and Plaques will be paid under Item 743024, as determined by the duration of construction. All temporary traffic control devices used on all highways open to the public in this State shall be crashworthy in accordance with the National Cooperative Highway Research Program (NCHRP) Report 350 and the memorandum issued August 28, 1998 by The USDOT Federal Highway Administration Information: Crash Tested Work Zone Traffic Control Devices. It is the requirement of the Department that such certification be submitted for traffic control devices used on all projects, not just those involving the National Highway System.
20. Portable Light Assemblies will be required for all night time operations and as directed by the Engineer. Payment for portable lighting shall be under Item 743005 (Furnish and Maintain Portable Light Assembly.)
21. A truck mounted attenuator, Type II (Item 743010) shall be required on roads for shoulder work, travel lane work and for other operations as outlined in the DelDOT Traffic Control Manual, or as directed by the Engineer.

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22. All equipment shall be removed from the job sites on a daily basis, except when allowed by the DeIDOT approved Traffic Safety Plan, or as approved by the Engineer.
23. The Contractor shall maintain access to and along pedestrian facilities at all times during construction. Earth, stone, and gravel surfaces are not acceptable for providing pedestrian access. Where pedestrian routes are closed or blocked, alternate pedestrian access shall be provided using TA-28 and/or TA-29 of the 2011 Delaware Manual Of Uniform Traffic Control Devices or to the satisfaction of the Engineer. Pedestrian detour routes or alternate pedestrian facilities shall consist of ADA compliant facilities to the level of which exists on the pedestrian route. The cost for any provisions shall be incidental to Item 763000-Initial Expense.

Pedestrian Maintenance of Traffic: This work shall consist of providing and maintaining an accessible pedestrian route throughout the project's limits in accordance with the Americans with Disabilities Act of 1990 (ADA) Title II, paragraph 35.130.

The contractor shall be required to review each curb ramp location and submit the appropriate maintenance of traffic detail and devices to the Engineer for each location at least 2-weeks before construction for review, comment, and approval.

The following considerations shall be taken into account when addressing accessible pedestrian maintenance of traffic:

- All pedestrians, including persons with disabilities, shall be provided with a reasonably safe, convenient and accessible path that replicates as much as practicable the existing pedestrian facilities.
- Maintain access to all business and residents at all times.
- Provide pedestrian access thru or around the work zone. If a detour is chosen the Contractor must submit the detour route to the Engineer for review and approval. The detour route must meet or exceed the current conditions.
- Work should be phased so that all areas of an intersection/sidewalk path are not under construction at the same time unless a clear path is provided and identified.
- Traffic control devices and other construction materials and features shall not intrude into the usable width of the sidewalk, temporary pathway or other pedestrian facility.
- Signs and other devices mounted lower than 7 ft above the temporary pedestrian pathway shall not project more than 4 in. into accessible pedestrian route.
- A smooth, continuous hard surface shall be provided throughout the entire length and width of the pedestrian route throughout construction.

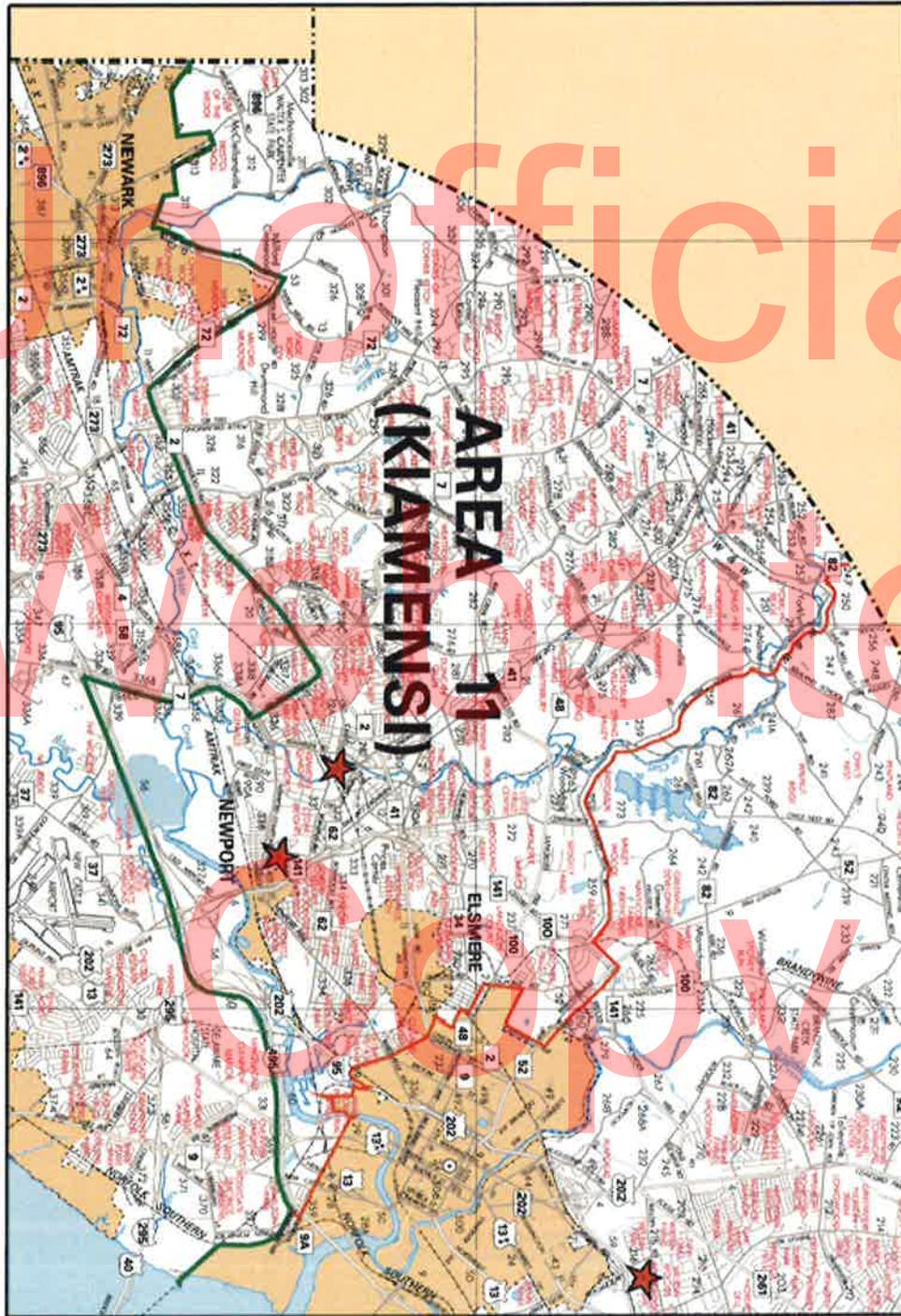
- There shall be no curbs or vertical elevation changes greater than $\frac{1}{4}$ in. in grade or terrain that could cause tripping or be a barrier to wheelchair use.

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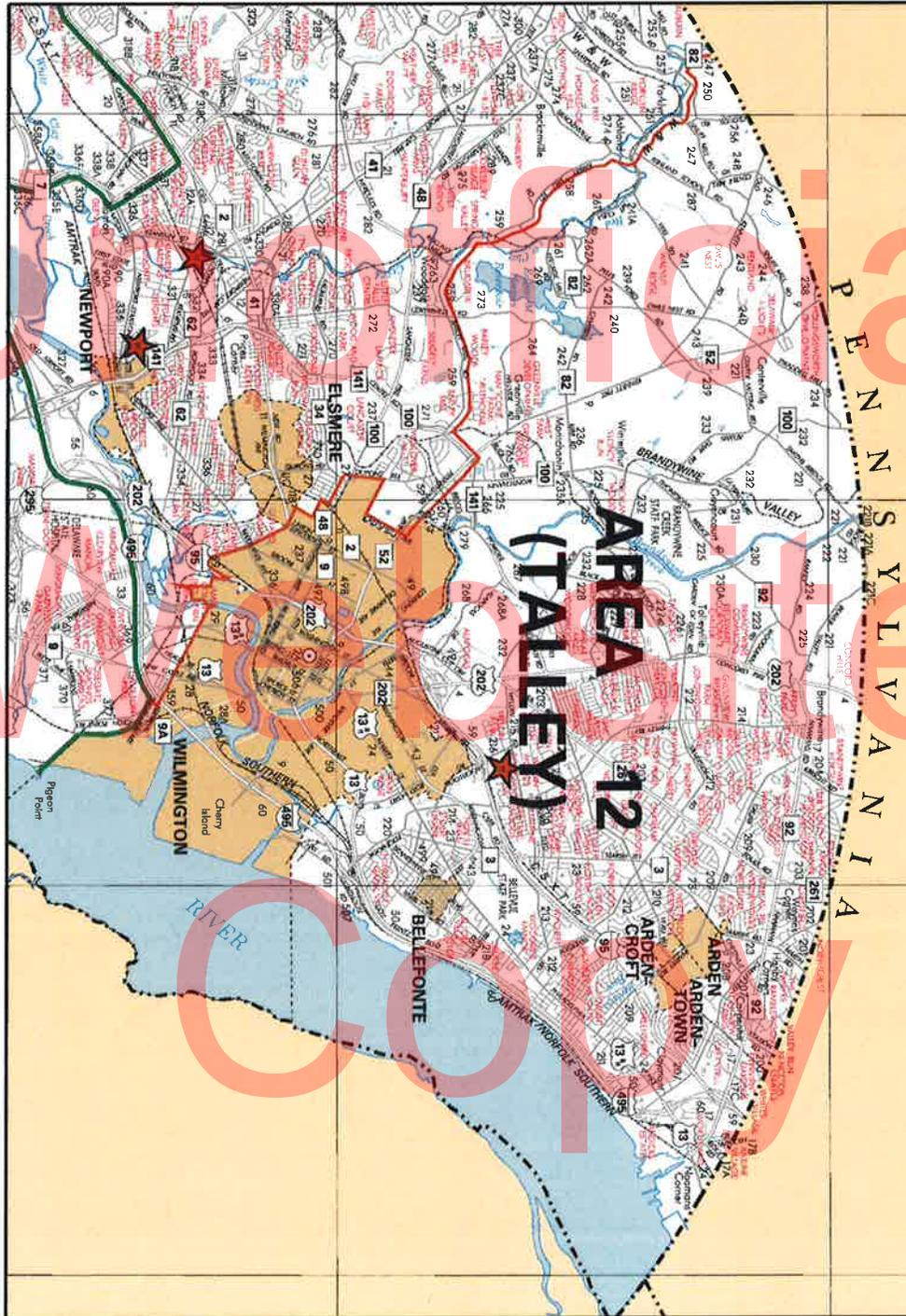
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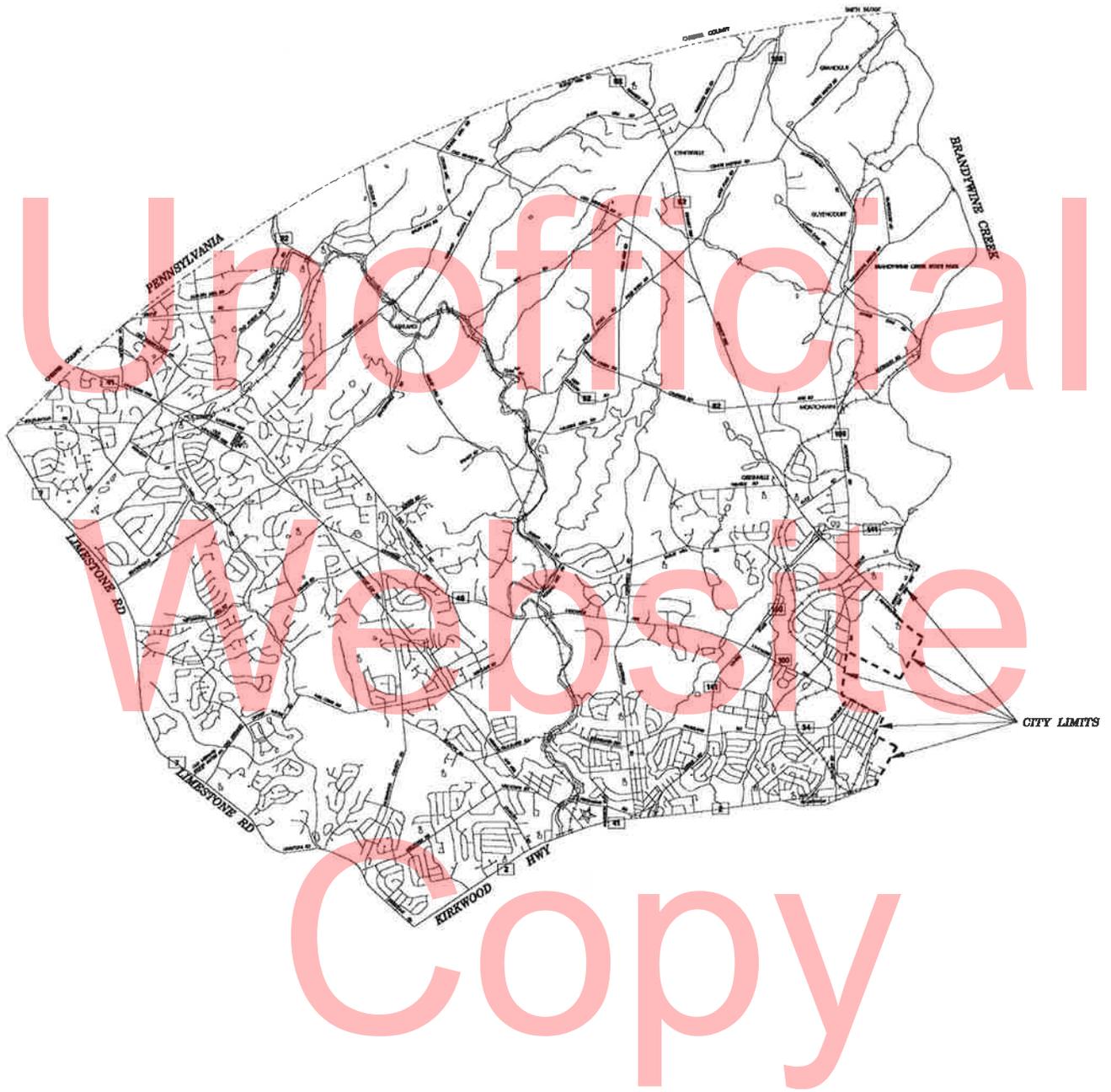


MOBILIZATION ZONE - 1

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MOBILIZATION ZONE - 2

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MOBILIZATION ZONE – 3

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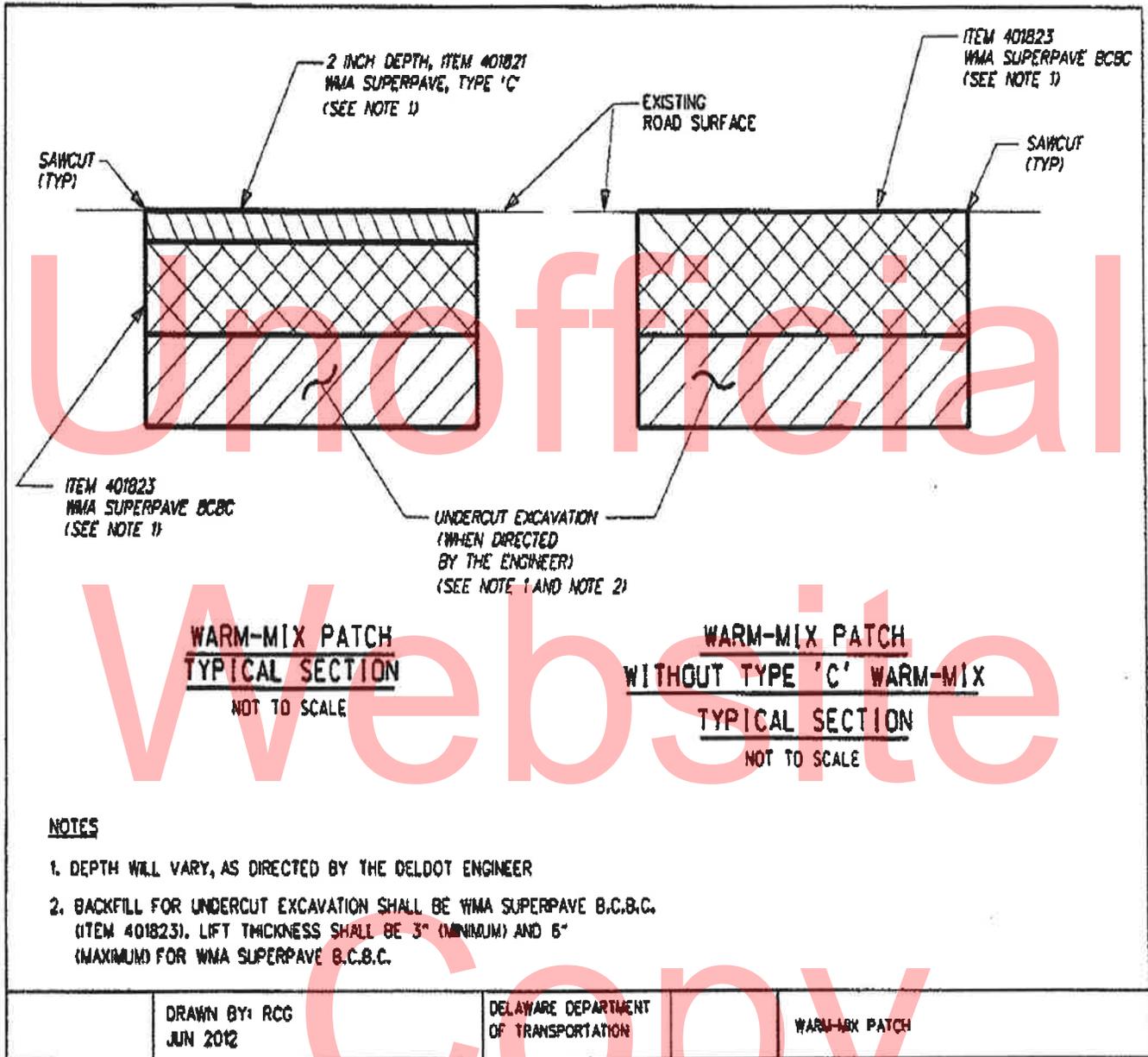


MOBILIZATION ZONE – 5

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QUANTITY SUMMARY

ITEM #	ITEM DESCRIPTION	UNIT	QUANTITY
212001	Undercut Excavation, Patching	CY	25.00
302008	Graded Aggregate Base Course, Type B, Patching	CY	100.00
401821	WMA, Superpave, Type C, 160 Gyration, PG 64-22, Patching	TON	3,000.00
401823	WMA, Superpave, Bituminous Concrete Base Course, 160 Gyration, PG 64-22, Patching	TON	10,000.00
402000	Hot-Mix Bituminous Concrete And/Or Cold-Laid Bituminous Concrete (TRM)	TON	70.00
406001	Warm-Mix Patching	SY-IN	238,000.00
406507	Crack Sealing	LF	16,000.00
710001	Adjusting And Repairing Existing Drainage Inlet	EA	5.00
710002	Adjusting And Repairing Existing Manhole	EA	5.00
732002	Topsoil, 6" Depth	SY	350.00
734013	Permanent Grass Seeding, Dry Ground	SY	500.00
743003	Arrowpanels, Type C	EADY	150.00
743004	Furnish And Maintain Portable Changeable Message Sign	EADY	150.00
743005	Furnish And Maintain Portable Light Assembly	EADY	25.00
743006	Plastic Drums	EADY	3,800.00
743007	Traffic Officers	HR	100.00
743010	Furnish And Maintain Truck Mounted Attenuator, Type II	EADY	65.00
743023	Temporary Barricades, Type III	LFDY	250.00
743024	Temporary Warning Signs And Plaques	EADY	850.00
743050	Flaggers, New Castle County, State	HR	3,150.00
743062	Flaggers, New Castle County, State, Overtime	HR	275.00
746924	Furnish & Install Loop Wire 1- Conductor #14 AWG Encased In 1/4" Flexible Tubing In A Loop Saw Cut	LF	750.00
748015	Permanent Pavement Striping, Symbol/Legend Alkyd-Thermoplastic	SF	250.00
748019	Temporary Markings, Paint, 4"	LF	35,000.00
748026	Temporary Markings, Paint Symbol/Legend	SF	300.00
748502	Raised/Recessed Pavement Marker	EA	100.00
748525	Temporary Markings, Tape, 4"	LF	3,000.00
748527	Temporary Markings, Tape, Words/Symbols	SF	200.00
748548	Permanent Pavement Striping, Epoxy Resin Paint, White/Yellow, 5"	LF	26,000.00

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750000	Adjust Water Valve Boxes	EA	5.00
761001	Butt Joints, Hot Mix	SY	300.00
762001	Saw Cutting, Hot Mix	LF	4,150.00
763544	Road Location Mobilization, Zone 1	EA	8.00
763545	Road Location Mobilization, Zone 2	EA	8.00
763546	Road Location Mobilization, Zone 3	EA	8.00
763548	Road Location Mobilization, Zone 5	EA	3.00
763000	Initial Expense	LS	1.00

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