

STATE OF DELAWARE

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DEPARTMENT OF TRANSPORTATION

BID PROPOSAL

for

CONTRACT T201507604.01

FEDERAL AID PROJECT NO. EBHN-2015(09)

STRUCTURE MAINTENANCE, OPEN END, SOUTH, 2015, 2016, 2017

SUSSEX COUNTY

ADVERTISEMENT DATE: February 2, 2015

COMPLETION DATE: 1,095 Calendar Days

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

Bids will be received in the Bidder's Room, Transportation Administration Center, 800 Bay Road, Dover, Delaware until 2:00 P.M. local time March 3, 2015

**Contract No.T201507604.01
Federal Aid Project No. EBHN-2015(09)**

**STRUCTURE MAINTENANCE, OPEN END, SOUTH, 2015, 2016, 2017
SUSSEX COUNTY**

GENERAL DESCRIPTION

LOCATION

These improvements are located in SUSSEX County more specifically shown on the Location Map(s) of the enclosed Plans.

DESCRIPTION

The improvements consist of furnishing all labor and materials for Structure Maintenance, Open End, South, 2015, 2016, 2017, and other incidental construction in accordance with the location, notes and details shown on the plans and as directed by the Engineer.

COMPLETION DATE

All work on this contract must be complete within 1,095 Calendar Days. It is the Department's intent to issue a Notice to Proceed such that work starts on or about April 1, 2015.

PROSPECTIVE BIDDERS NOTES:

1. BIDDERS MUST BE REGISTERED with DelDOT and request a cd of the official plans and specifications in order to submit a bid. Contact DelDOT at dot-ask@state.de.us, or (302) 760-2031.
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 proposal opening date in order to receive a response. Please include T201507604.01 in the subject line. Responses to inquiries are posted on-line at <http://www.bids.delaware.gov>.
3. This project incorporates the electronic bidding system **Expedite, version 5.9a**. Bidders wishing to use the electronic bidding option will find the installation file on the plan holders bid file disk. The installation file and instructions are also available on DelDOT's Website at: http://www.deldot.gov/information/business/bids/const_proj_bid_info.shtml.
4. No retainage will be withheld on this contract.
5. The Department's 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.
6. **SPECIFICATIONS:** New Supplemental Specifications to the August 2001 Standard Specifications were issued November 24, 2014 and apply to this project. They can be [viewed here](#). 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.
7. **PLEASE NOTE** the requirements of special provision 'Changes to Project Documents During Advertisement' have moved to Supplemental Specifications, the special provision is no longer needed.
8. **PLEASE NOTE** federal requirements for the DBE program under [49CFR §26.53\(b\)\(3\)\(i\)\(B\)](#) have changed effective November 3, 2014. Submission of DBE participation information is now required from the lowest apparent bidder no later than seven (7) days after bid opening (*formerly 10 days*).

Contract No.T201507604.01
CONSTRUCTION ITEMS UNITS OF MEASURE

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

*Not used for units of measurement for payment.

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GENERAL NOTICES

SPECIFICATIONS:

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

CLARIFICATIONS:

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

ATTESTING TO NON-COLLUSION:

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

QUANTITIES:

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

PREFERENCE FOR DELAWARE LABOR:

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

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

EQUALITY OF EMPLOYMENT OPPORTUNITY ON PUBLIC WORKS:

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

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

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

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

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

TAX CLEARANCE:

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

LICENSE:

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

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 SUSSEX County.

REV. 11-3-80

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

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

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

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

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

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

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TRAINING SPECIAL PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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INTERMODAL SURFACE TRANSPORTATION EFFICIENCY ACT & TRANSPORTATION EQUITY ACT

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

DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM SPECIFICATION

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

The following definitions apply to this subpart:

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

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

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

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

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

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

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

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

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

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

Disadvantaged Business Enterprise 4 % 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 seven (7) 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 seven (7) calendar days after the bid opening shall create a rebuttable presumption that the bid is not responsive.
4. Bidders are advised that failure to meet DBE Goals during the term of the contract may subject them to Department sanctions as identified in the DBE Program Plan.
5. In the execution of this contract, the successful bidder agrees to comply with the following contract clauses:

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

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

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

"The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex

in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such remedy as the recipient deems appropriate." 49 CFR Section 26.13

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

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GUIDANCE FOR GOOD FAITH EFFORT

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

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

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

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

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

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

Administrative reconsideration:

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

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

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

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

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

I. GENERAL

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

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

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

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

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

II. NONDISCRIMINATION

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

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as

amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

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

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

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

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

- d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.
 - e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.
4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.
- a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.
 - b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.
 - c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.
5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:
- a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.
 - b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.
 - c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.
 - d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.
6. Training and Promotion:
- a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.
 - b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

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

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

III. NONSEGREGATED FACILITIES

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

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

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

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

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

1. Minimum wages

- a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

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

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

2. Withholding

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

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

- (i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;
- (ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without

rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a.. Apprentices (programs of the USDOL).

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

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

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

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

b. Trainees (programs of the USDOL).

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

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

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

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

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

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

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

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.
6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.
7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.
8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.
9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

- a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

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

VI. SUBLETTING OR ASSIGNING THE CONTRACT

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

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).
 - a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:
 - (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
 - (2) the prime contractor remains responsible for the quality of the work of the leased employees;

- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
 - (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.
- b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.
2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.
 3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.
 4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.
 5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

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

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.
2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).
3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

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

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project

perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

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

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

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

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

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

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

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

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

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.
2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

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

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

1. Instructions for Certification – First Tier Participants:

- a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.
- b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.
- c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.
- d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).
- f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

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

* * * * *

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

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

2. Instructions for Certification - Lower Tier Participants:

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

- a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.
- b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant

knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

- c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.
- d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).
- e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.
- g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.
- h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * * *

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

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

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

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

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

* * * * *

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 D), (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 Part27; 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 defrnition 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 14, 2014

CLASSIFICATION	NEW CASTLE	KENT	SUSSEX
BRICKLAYERS	48.08	48.08	14.51
CARPENTERS	43.15	50.91	40.47
CEMENT FINISHERS	30.88	26.13	26.33
ELECTRICAL LINE WORKERS	22.50	22.50	21.25
ELECTRICIANS	62.10	62.10	62.10
IRON WORKERS	42.20	23.87	25.35
LABORERS	33.01	38.68	37.97
MILLWRIGHTS	16.11	15.63	13.49
PAINTERS	60.64	60.64	60.64
PILEDRIVERS	66.42	23.75	26.95
POWER EQUIPMENT OPERATORS	41.18	27.61	28.47
SHEET METAL WORKERS	22.75	20.31	18.40
TRUCK DRIVERS	33.90	21.03	22.19

CERTIFIED: 1/5/15

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: T201507604.01 Structure Maintenance Open End South 2015 2016 2017, Sussex County

FEDERAL DAVIS-BACON WAGE RATES 01/02/2015 DE15

General Decision Number: DE150015

STATE: Delaware

Construction Type: Highway

COUNTY: Sussex County in Delaware

HIGHWAY CONSTRUCTION PROJECTS

Note: Executive Order (EO) 13658 establishes an hourly minimum wage of \$10.10 for 2015 that applies to all contracts subject to the Davis-Bacon Act for which the solicitation is 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 \$10.10 (or the applicable wage rates listed on this wage determination, if it is higher) for all hours spent performing on the contract. 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	01/02/2015

 SUDE2014-003 03/19/2014

	Rates	Fringes
Bricklayer	14.51	
Carpenter	40.47	
Cement Mason/Concrete Finisher	26.33	
ELECTRICIAN		
Electrician	62.10	
Line Worker	21.25	
Ironworker	25.35	
Laborer	37.97	
Millwright	13.49	
Painter	60.64	
Power Equipment Operator:		
Piledriver	26.95	
Power Equipment Operators	28.47	
Sheet Metal Worker	18.40	
Truck Driver	22.19	

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

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

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of “identifiers” that indicate whether the particular rate is 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 Project Asphalt Cement Base Price will be the anticipated Delaware Posted Asphalt Cement Price expected to be in effect at the time of receipt of bids.

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

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

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

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

The Asphalt cement cost adjustment will be calculated on grade PG 64-22 asphalt regardless of the actual grade of asphalt used. The Project Asphalt Cement Base Price for the project will be \$578.33 per ton (\$637.51 per metric ton).

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

NOTE

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

401699 - QUALITY CONTROL/QUALITY ASSURANCE OF BITUMINOUS CONCRETE

.01 Description

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

.02 Bituminous Concrete Production – Quality Acceptance

(a) Material Production - Tests and Evaluations.

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

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

The first sample of the production day will be randomly generated by the Engineer between loads 0 and 12 (0-250 tons). Subsequent samples will be randomly generated by the Engineer on 500-ton 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 Gyrotory Compactor
- AASHTO T166, Method C (Rapid Method) - Bulk Specific Gravity of Compacted Hot Mix Asphalt (HMA) Using Saturated Surface Dry Specimens
- AASHTO T308 - Determining the Asphalt Binder Content of Hot Mix Asphalt (HMA) by the Ignition Method
- AASHTO T30 - Mechanical Analysis of Extracted Aggregate
- AASHTO T209 - Theoretical Maximum Specific Gravity and Density of Hot Mix Asphalt (HMA)
- ASTM D7227 - Standard Practice for Rapid Drying of Compacted Asphalt Specimens using Vacuum Drying Apparatus

(b) Pavement Construction - Tests and Evaluations.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

.03 Payment and Pay Adjustment Factors.

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

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

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

(a) Material Production - Pay Adjustment.

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

Table 2 - 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):

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

$$QL = ((\text{mean value}) - (\text{JMF target}) + (\text{single test tolerance})) / (\text{standard deviation}).$$
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:

$$\text{PWL} = \text{PU} + \text{PL} - 100.$$
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	$7 * 0.14 = \underline{0.98}$
	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	$7 * 0.14 = \underline{0.98}$
	2.52

11/3/14

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

.01 Description:

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

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

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

.02 Materials:

Use materials conforming to standard specifications 823.

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

a) **Asphalt Binder:**

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

TEST Procedure	AASHTO REFERENCE	SPECIFICATION LIMITS
Temperature, °C	M 320	Per Grade
Original DSR, G*/sin (δ)	T 315	1.00 - 2.20 kPa ¹
RTFO DSR, G*/sin (δ)	T 315	>= 2.20 kPa
PAV DSR, G*/ sin (δ)	T 315	</=5000 kPa

TEST Procedure	AASHTO REFERENCE	SPECIFICATION LIMITS
BBR Creep Stiffness, S	T 313	≤ 300.0 kPa
BBR m-value	T 313	≥ 0.300

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

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

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

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

b) **Recycled Materials:**

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

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

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

c) **Shingles:**

RAS (Recycled Asphalt Shingles): Materials reclaimed from the shingle manufacturing process such as tabs, punch-outs, and damaged new shingles mechanically broken down with 100% passing the 1/2 in (12.5 mm) sieve. Shipping, handling, and shredding costs are incidental to the price of Superpave item.

Post-consumer shingles or used shingles are not acceptable. Fiberglass-backed and organic felt-backed shingles shall be kept separate. Both materials shall not be used in the same mixture at the same time. All shingles shall be free of all foreign material and moisture.

The use of Recycled Asphalt Shingles will be considered for 115 gyrations mix designs upon demonstration by the producer of adequate blending of the binder verified by laboratory testing on plant produced material.

d) **Mineral Aggregate:**

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

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

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		
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.

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

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

TEST METHOD	SPECIFICATION LIMITS
Toughness , 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 DelDOT
- Failure to perform materials testing per their approved QC Plan
- Deviating from AASHTO or DelDOT testing procedures.
- Use of any material or the use of a JMF component in a proportion that exceeds the allowable tolerance as specified in section 04(a)(1) of this specification not listed in the JMF.
- Use of the wrong PG graded asphalt.
- Failure to take corrective action per action points in the Contractors approved QC plan.

The following steps will be taken for violations listed above:

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

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

(b) Material Production Test Equipment.

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

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

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

Maintain minimum calibration records for the referenced equipment:

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

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

(c) Material Production Test Methods

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

.04 Job Mix Formula (JMF)

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

a) Development of JMF

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

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

Superpave Gyrotory Compactive (SGC) Effort:

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

Superpave Gyrotory Compactive (SGC) Effort:

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

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

DESIGN ESAL'S (MILLION)	REQUIRED DENSITY (% OF THEORETICAL MAXIMUM SPECIFIC GRAVITY)			VOIDS-IN-MINERAL AGGREGATE (% - MINIMUM) NOMINAL MAX. AGGREGATE (MM)					VOIDS FILLED WITH ASPHALT (%)
	$N_{INITIAL}$	N_{DESIGN}	N_{MAX}	25.0	19.0	9.5	12.5	4.75	
0.3 to < 3	≤ 90.5	-	-	-	-	-	-	-	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	-	-	-	-	-	-	-

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
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: G_{mm} : +/- 0.030 and G_{mb} : +/- 0.040

a) Design Evaluation:

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

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

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

1. Submit the proper documentation on Pinepave mixture design software.

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

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

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

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

.06 Construction.

(a) Pavement Construction Test Equipment.

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

Weather Limitations.

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

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

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.

10/29/2014

602520 - EPOXY PROTECTIVE COATING FOR CONCRETE**Description:**

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

Materials:

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

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

Material Requirements:

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

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

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

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

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

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

Property	Specific Value		Test Method
	Min.	Max.	
Viscosity, CPS @24±1 Degrees C.	----	10,000	Brookfield Model RV No. 5/20 RPM ASTM D 445
Pot Life, minutes @ 24±1 Degrees C.	30	----	----
Initial Cure, hrs. @24±1 Degrees C.	----	6	Tack-free to Touch
Shore D Hardness, @24±1 Degrees C. after 7 days	70/1	----	ASTM D 2240
Color-Off White	37722	37722	Federal Std. No. 595 A

Color Fastness

no appreciable change

High Intensity
Ultra Violet
Atlas Weatherometer
Model DMC-HRC

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

12 ----

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

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

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

Tests.

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

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

Pot Life. The pot life is determined as follows.

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

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

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

Cast two, 3 1/2" (89 mm) diameter buttons following the manufacturer's instructions for mixing the epoxy components. Allow each button to cure for 72±2 hours at laboratory temperature in a dark chamber away from sources of ultraviolet light. Designate one button as the color control button and retain it in the dark chamber. Subject the other button to 16 hours total exposure time (20 minute cycle) in the High Intensity Ultra Violet Weatherometer, Model DMC-HRC. Each cycle, continuously repeating, starts with 17 minutes of light followed by 3 minutes of light and water spray. Remove the test button and compare the color of the exposed area to Federal Standard 595A, color, and to the color of the control button. The color

of the test button shall not differ appreciably from the color of the control button and the color, defined by Federal Standard 595A.

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

Construction Methods:

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

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

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

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

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

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

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

Method of Measurement:

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

Basis of Payment:

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

12/17/04

602526 - EMBEDDED GALVANIC ANODES

Description:

This item consists of furnishing and installing sacrificial metal anodes within concrete masonry in accordance with these specifications, notes and details on the Plans and directions from the Engineer.

Material:

The galvanic anodes shall be encapsulated sacrificial metal with wire ties. When attached to the steel reinforcement and embedded in the repair mortar or concrete the galvanic anodes shall prevent corrosion of the reinforcement. The galvanic anodes shall be CORR-STOPS as supplied by Vector Corrosion Technologies (phone 330-723-1177), GALVASHIELD XP as supplied by Norcure Chloride Removal System (phone 204-489-9633), or an approved equal.

Construction Methods:

Construction methods shall conform to the installation instructions of the manufacturer, notes and details on the Plans and directions from the Engineer.

Method of Measurement:

The quantity of embedded galvanic anodes will be measured as the actual number of galvanic anodes installed and accepted.

Basis of Payment:

The quantity of embedded galvanic anodes will be paid for at the Contract unit price per each. Price and payment will constitute full compensation for furnishing and installing the galvanic anodes including any materials and preparation required by the manufacturer and all labor, equipment, tools and incidentals required to complete the work.

6/16/00

602546 - WATERPROOFING P.C.C. MASONRY

Description:

The item shall consist of furnishing all materials, cleaning the concrete surface areas and treating a P.C.C concrete masonry deck with a deep penetrating clear water repellent solution as specifically indicated on the Plans, in accordance with these Specifications, and as directed by the Engineer.

Materials:

The sealer shall consist of a one component clear, deep penetrating Isobutyl alkoxy silane sealer. The sealer shall not alter the color or texture of Portland cement concrete. The product used must be a 40 percent minimum silane solution by weight diluted in a suitable alcohol based solvent, no petroleum distillates are permitted. The materials must be local OTC- VOC compliant.

The contractor shall provide Materials and Research Section one (1) quart sample of the silane solution along with technical sheet, analysis report of materials with batch detail for evaluation and approval

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

The water proofing material must be a flowable, penetrating solution capable of being applied by spray or roller. The applied and cured materials must not form a film or otherwise build up on the surface of the treated surface. The application rate must be minimum 125 sq.ft/gal or as specified by the manufacturer. The materials must pass a chloride screen test using NCHRP 244 series IV (1 application at 125 sq.ft/gal.) min 90%.

The waterproofing material shall be tinted with a fugitive red or other dye to enable the silane solution to be visible on the concrete surface for at least four hours after application. The fugitive dye shall not, however, be visible more than seven days after the application of the waterproofing material.

Surface Preparation:

Prior to the application of the waterproofing material, the concrete surfaces shall be cleaned to remove all traces of dirt, dust, salt, grease, oil, asphalt, laitance, and all other foreign contaminants. Cleaning technique may necessitate high pressure wash (minimum 4000 psi at rate of 4 gallon per minute), light sand blasting, shot blasting or combination of different techniques followed by vacuum cleaning in accordance with ASTM D 4258 & SSPC-SP-13.

Construction Methods:

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

In order to verify the recommended amount of waterproofing material being applied, the Engineer at his option may work out an area equal to 125 ft² (3 m²) and measure the amount of material applied through the sprayer. If less than one gallon (one liter) of material is used, the method of application will be adjusted. The yield for each day's application shall be calculated. If the yield for any day exceeds 125 ft² per gallon (3 m² per liter), the entire area for that day (s) shall be recoated with the waterproofing solution at a rate designated by the Engineer, but not to exceed 175 ft² per gallon (4.25 m² per liter). All costs associated with recoating shall be at the expense of the Contractor.

The Contractor shall become aware and follow the Manufacturer's safety precautions of all materials and shall exercise appropriate measures. Equipment used for cleaning and preparing the surface areas and for the application of the waterproofing material shall be subject to approval prior to use.

The Contractor shall closely monitor the surface preparation to avoid any unnecessary surface damage. Surface preparation shall be subject to final approval by the Engineer. Any damage done by the contractor shall be repaired/ replaced at their expenses.

Any repairs to the concrete, such as crack injection or sealing and patching of surfaces, shall be performed before the surface cleaning and before waterproofing application begins.

The waterproofing solution shall only be applied to a cleaned concrete surface. In no case shall there be more than 48 hours between the time the surface is blast cleaned and the application of the penetrating water repellent.

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

Traffic, when applicable shall be kept off the treated surface until the waterproofing solution has been completely absorbed, and the surface is dry in accordance with the manufacturer's recommendations.

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

Method of Measurement:

The quantity of P.C.C. Concrete Masonry Deck Sealer will be measured by the square feet of area treated and accepted.

Basis of Payment:

The quantity of P.C.C. Concrete Masonry Deck Sealer will be paid for at the Contract unit price per square foot (square meter). Price and payment will constitute full compensation for furnishing all materials, surface preparations, application of the waterproofing material, disposal of discarded materials, for all labor, tools, equipment, and all necessary incidentals to complete the work.

2/1/07

602572 - REPAIRING EXISTING P.C.C. STRUCTURES

Description:

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

Materials:

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

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

Construction Methods:

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

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

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

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

Method of Measurement:

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

Basis of Payment:

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

01/17/01

602574 - DECK REPAIR, 1/4" TO 1" DEPTH
602575 - DECK REPAIR, 1" TO 3" DEPTH
602576 - DECK REPAIR, 3" TO < FULL DEPTH
602577 - DECK REPAIR, FULL DEPTH

Description:

This work consists of the patching of deteriorated concrete below the lower limit of deck milling as shown on the Plans. The work shall also include cleaning the existing reinforcing steel of all rust and corrosion.

Materials:

Concrete shall be Class D.

Bonding compound shall conform to ASTM C881. Bonding compound shall be applied to existing surfaces before placing mix for patching.

Epoxy mortar shall consist of sand and epoxy, mixed by volume according to manufacturer's recommendations. The epoxy mortar shall be capable of developing a minimum compressive strength of 6500 psi (45 MPa) in 72 hours.

Equipment:

The equipment used shall be subject to the approval of the Engineer and shall comply with the following:

Mechanical Scarification

1. Sawing equipment capable of sawing concrete to a 1" (25 mm) minimum depth.
2. Power operated mechanical scarifier capable of removing not less than 1 1/4" (32 mm) of the concrete surface.
3. Shot or grit blasting equipment capable of removing rust scale and old concrete from reinforcing bars and of removing small chips of concrete partially loosened by the scarifying or chipping operation.
4. Power-driven Hand Tools for removal of unsound concrete will be permitted with the following restrictions:
 - a. "Jack Hammers" heavier than nominal 30 lbs. (14 kg) class shall not be used.
 - b. "Jack Hammers" or mechanical chipping tools shall not be operated at an angle in excess of 45 degrees measured from the surface of the deck.
 - c. "Chipping Hammers" heavier than nominal 15 lbs. (7 kg) class shall not be used to remove concrete from beneath any reinforcing bar.
5. Hand tools such as hammers and chisels shall be provided for removal of particles of unsound concrete from beneath any reinforcing bar or to achieve the required depth.

Construction Methods:

Before starting deck repairs the Contractor shall submit and have approved his/her plan for protecting and curing the patches. When Contract time constraints do not permit curing times as specified in Section 602, the Contractor's plan shall also detail what methods and/or materials he/she will use to attain the necessary early strength and open it to traffic on a timely manner.

After milling is complete and before any patching is commenced, the Engineer will inspect the entire exposed portion of the deck and indicate the type and extent of repair, if any, that is to be made. Deteriorated areas of deck shall be removed down to sound concrete. Where patches over 1/4" (6 mm) in depth, measured from the milled surface of the existing bridge deck, are required, the perimeter of the patch shall be chipped down so that a 1/4" (6 mm) minimum depth vertical face from the top of the adjacent scarified deck surface exists.

After completion of removal of deteriorated concrete, if it is necessary to remove rust, oil or other foreign materials detrimental to achieving bond, detergent cleaning followed by shot or grit blasting and air blast or vacuum shall be required as determined by the Engineer.

Spalled concrete, voids and other defects which are located within the proposed concrete overlay area shall then be patched in accordance with the following:

1. For cavities not greater than 1/4" (6 mm) in depth, measured from the milled surface, no special treatment of cavity is required.
2. For cavities 1/4" (6 mm) to 1" (25 mm) in depth, measured from the milled surface, after complete cleaning, the space is to be filled with epoxy grout.
3. For cavities 1" (25 mm) to 3" (75 mm) in depth, measured from the milled surface, Contractor has the option of using (2) above or Class D mix concrete. If (2) above is used, in no case shall a patch be placed in layers exceeding 1 1/2" (38 mm) in depth. For whatever type of patch material used, wire mesh reinforcement shall be placed. Where approved by the Engineer, the mesh may be wired to existing reinforcing without the use of expansion bolts, etc. Patches less than 2 square feet (0.2 square meters) in area do not require any mesh. Contractor may use one or more of any patching material specified, provided that each total depth of a patch is made with only one type of patch material.
4. In areas where the depth of removal of deck material is over 3" (75 mm) in depth, measured from the milled surface, Class D concrete shall be placed up to the top of the milled concrete deck surface.

When the depth of removal of an existing concrete deck spanning over a roadway, waterway, or railroad reaches 1/2 of the existing concrete deck thickness and deeper removal is anticipated, the Contractor shall furnish and erect temporary protective structures under the deck to prevent any falling material from reaching the roadway, waterway, or railroad area below.

All corroded reinforcing bars shall be thoroughly cleaned by shot or grit blasting, with the exception of those that have lost 20% or more of their original dimension. These shall be cut and new bars welded in their place. Dual bars of equivalent or greater section may be used. The Engineer shall be the sole judge as to which bars are in need of repairs. Where the bond between existing concrete and reinforcing steel has been destroyed, or where more than half the diameter of the steel is exposed, the concrete adjacent to the bar shall be removed to a depth that will permit concrete to bond to the entire periphery of the bar so exposed. A minimum of 1" (25 mm) clearance shall be required, except where lower bar mats make this impractical. Care shall be exercised to prevent cutting, stretching, or damaging any exposed reinforcing steel.

Areas from which unsound concrete has been removed should be kept free of slurry produced by additional wet sawing of concrete. Work should be planned so that this slurry will drain away from all open areas. All such slurry shall be removed from prepared areas before overlay is placed.

When the deck is to receive an overlay, the surfaces of patches repaired with epoxy grout shall be shot or grit blasted to assure proper bonding with the overlay.

Method of Measurement:

The quantity of concrete deck repair will be measured as the actual number of square feet (meters) of repairs made at the various depths, complete in place and accepted.

Basis of Payment:

The quantity of concrete deck repair made at the various depths will be paid for at the Contract unit prices per square foot (meter) for the various deck repair items. Price and payment shall constitute full compensation for removal and disposal of existing materials including damaged reinforcing bars; for furnishing, installing and removing temporary protective structures when needed; for cleaning bar reinforcement; for furnishing and placing Class D concrete, epoxy grout and wire mesh; for preparing the concrete for patching and for all labor, equipment, tools and incidentals necessary to complete the work.

Unless provided for otherwise in this Contract, installation, maintenance, and removal of temporary protective structure will be incidental to this item.

5/2/02

602579 - DRILLING HOLES AND INSTALLING DOWELS

Description:

This work consists of furnishing all materials and drilling holes for dowels or anchor bolts as required and grouting the anchor bolts or dowels in place where required in the locations indicated on the Plans or as directed by the Engineer.

Materials:

The material for epoxy grout shall be MARK-194 CARBOPOXY GROUT as manufactured by POLY-CARB, 33095 Bainbridge Road, Cleveland, Ohio 44139 (Telephone 1-800-225-5649 or 216-248-1223) or SIKADUR 31 HI-MOD GEL as manufactured by Sika Corporation, 3000 Valley Ford Circle, King of Prussia, PA 19406, (Telephone 1-800-933-7452) or MASTERFLOW MP as manufactured by Master Builders, Inc., 23700 Chagrin Boulevard, Cleveland, Ohio 44122, (Telephone 1-216-831-5500 or 1-800-628-9990) or approved equal.

Construction Methods:

Drill holes at the locations and to the minimum depth shown on the Plans. Hole diameters shall be drilled in accordance with the epoxy grout manufacturer's recommendations considering the size(s) of the dowels or as shown on the Plans. Grout the anchor bolts or dowels in place using the epoxy grout in a manner to complete bonding of the anchor bolts or dowels in the holes and in accordance with manufacturer's recommendations. Repair any damage caused by the drilling operations to the satisfaction of the Engineer at no additional cost to the Department.

Method of Measurement:

The quantity of holes will be measured as the actual number of each hole drilled, grouted and accepted.

Basis of Payment:

The quantity of holes will be paid for at the Contract unit price per each. Price and payment will constitute full compensation for furnishing and placing all materials, for all labor, equipment, tools, and all necessary incidentals to complete the work. Dowels and/or anchor bolts will be measured and paid for under a separate item(s) unless indicated otherwise on the Plans.

12/10/01

602580 - PARTIAL REMOVAL OF PCC MASONRY

Description:

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

Construction Methods:

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

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

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

The use of explosives is not permitted.

Method of Measurement:

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

Basis of Payment:

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

3/14/02

602586 - REHABILITATION OF CONCRETE STRUCTURE

Description:

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

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

Materials:

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

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

Coarse Aggregate/Sand Ratio - 50 to 60%

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

Water/Cement ratio - 0.45 (Max.)

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

Air - 5 % to 8%

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

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

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

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

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

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

Construction Methods:

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

All bar reinforcement exposed during the removal of the concrete shall be thoroughly cleaned of rust and other foreign material by abrasive grit (use non silica, low dusting abrasive) blasting and then cleaned with a stream of compressed air before starting any repair work. In the case of damaged bar, it shall be cut

and mechanically spliced or replaced with a new bar of the same size and lapped or field-welded to the ends of the existing bar to the satisfaction of the Engineer. There shall be no separate payment for such work, and the cost shall be included in the item except that the new reinforcing bar will be paid for separately under a separate item in this Contract.

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

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

Method of Measurement:

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

Basis of Payment:

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

3/14/02

602611 - REPAIR OF CONCRETE STRUCTURES BY EPOXY INJECTION

Description:

This work consists of furnishing all materials and repairing cracks in existing concrete structures by means of an epoxy injection system in accordance with the notes and details on the Plans and as directed by the Engineer.

Materials:

The epoxy injection system shall consist of a non-sag epoxy bonder to seal the surface cracks, and an injection epoxy used under low pressure to penetrate and fill the cracks, and bond the crack surfaces together.

The epoxy injection system shall be MARK-8 Non-sag epoxy bonder and Mark 10 injection epoxy manufactured by POLY-CARB, or NO. 22 Epoxy Paste and NO. 4 Eva - Pox manufactured by E-poxy Industries, Inc., or Duralcrete Gel and Duralcrete LV injection epoxy manufactured by Dural International Corporation, or Sikadur 31 Hi-Mod Gel and Sikadur 35 Hi - Mod LV injection epoxy, manufactured by Sika Corporation, or Nitobond Epoxy Gel and Nitobond ULV manufactured by Fosroc, Inc., or Approved equal. The Contractor shall furnish a copy of the comprehensive preparation and application instructions prior to the actual application, which have been developed by the manufacturer for use with the proposed epoxy bonder and epoxy injection system.

Construction Methods:

Concrete surfaces adjacent to the cracks to be repaired shall be cleaned to the extent necessary to achieve an adequate bond with epoxy bonder, and only by approved procedures which will not cause abrasive grit or concrete dust to get into the cracks. The use of solvents or thinners in cracks or on the bonding surfaces will not be permitted.

Dimensions of epoxy bonder to be used to seal the cracks shall be a maximum of 1/16" (1.5 mm) thick and 1" (25 mm) wide. Cracks to be injected shall have injection ports or tees installed in them. Unless otherwise specified on the Plans or directed by the Engineer, injection ports or tees shall be spaced at 6" (150 mm) to 12" (300 mm) for vertical repair and 6" (150 mm) to 18" (450 mm) for horizontal repair, but in no case closer together than the thickness of the concrete member if full depth penetration is desired.

However, in certain cases, depth and spacing of holes at injection ports or tees shall be established with due consideration of the crack widths and depths compatible with flow characteristics of the epoxy and injection pressure to ensure that no further damage will be done to the member being repaired.

Ports or tees shall be set in dust free holes made either with vacuum drills or chipping hammers. After injection ports or tees have been inserted into the holes, all surface cracks in the area to be repaired shall be sealed with epoxy bonder between ports to ensure retention of the pressure injected epoxy within the confines of the member. The application of epoxy bonder shall be limited to clean and dry surfaces, and substrate temperatures shall be limited to not less than 50°F (10°C) during epoxy application.

The Contractor shall follow the manufacturer's recommendations for surface preparation, mixing of the components of the bonder epoxy and injection epoxy system, surface sealing and applications and all other works. If there is conflict between these specifications and the manufacturer's recommendations, the latter will prevail.

Method of Measurement:

The quantity of epoxy injection will be measured as the number linear feet (linear meters) of cracks injected and accepted. The non-sag epoxy bonder for sealing the crack surface areas shall not be measured and the cost shall be included in the unit price bid for this item.

Basis of Payment:

The quantity of epoxy injection will be paid for at the Contract unit price per linear foot (linear meter). Price and payment shall include full compensation for furnishing all materials, surface preparation, application, cleaning the areas of spills and other contaminates, abrading the concrete surface areas, for all tools, equipment, labor, and all necessary incidentals to complete the work.

3/15/02

602620 - CRACK SEALING BRIDGE DECKS, APPROACH SLABS, SIDEWALKS, ETC.
602629 - CRACK SEALING BRIDGE DECKS, APPROACH SLABS, SIDEWALKS, ETC.

Description:

This item shall consist of furnishing all materials, cleaning the concrete surface area and treating with crack sealer as specifically indicated on the Plans in accordance with these Specifications, notes on the plans, and as directed by the Engineer.

Materials:

The crack sealer shall be a rapid-curing, moisture insensitive, solvent-free, high molecular weight, low viscosity methacrylate or epoxy based crack healer/penetrating sealer.

Each shipment of crack sealer shall be accompanied by Materials Safety Data Sheet and a Certification of Compliance that states that the material conforms to the requirements of these Specifications.

Construction Methods:

The Contractor shall become aware and follow the Manufacturer's safety precautions of all materials and shall exercise appropriate measures. Equipment used for cleaning and preparing the surface areas and for the application of the crack sealer shall be subject to approval prior to their use.

Prior to the application of the crack sealing material, the concrete surfaces shall be cleaned in accordance with the Manufacturer's recommendations. Generally, this will involve removal of all traces of dust, dirt, salt, grease, oil, curing compounds, waxes, asphalt, laitance, and all other foreign contaminants. The substrate shall be clean, sound, and free of surface moisture prior to application. The Contractor shall closely monitor the surface preparation to avoid any unnecessary surface damage. Surface preparation shall be subject to final approval by the Engineer.

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

If excess sealing material is on the surface after the crack sealing treatment has been completed, the area shall be covered with a light broadcast of a dry sand meeting the requirements of Section 804. The amount of sand used shall be sufficient to absorb the excess material. The time of sand broadcast shall be in accordance with the manufacturer's recommendation.

Traffic, when applicable, shall be kept off the treated surface until the crack sealing material has been completely absorbed, and the surface is dry in accordance with the manufacturer's recommendation.

The Contractor shall perform surface preparation and application of the crack sealing material so as not to danger any private and/or public property, endanger pedestrians, workmen and vehicles on the structure, beneath or adjacent to it and marine traffic when applicable.

Method of Measurement:

The quantity of crack sealing under item 602620 will be measured in square feet (meters) of surface area where cracks have been sealed and accepted.

The quantity of crack sealing under item 602629 will be measured in linear feet (meters) of cracks sealed and accepted.

Basis of Payment:

The quantity of crack sealing under item 602620 will be paid for at the Contract unit cost per square foot (meter).

The quantity of crack sealing under item 602629 will be paid for at the Contract unit cost per linear foot (meter).

Price and payment will constitute full compensation for furnishing all materials, surface preparations, application of the crack sealing material and sand, disposal of discarded materials, for all labor, tools, equipment, and all necessary incidentals to complete the work.

3/13/03

602626 - ROUT AND SEAL CRACKS

Description:

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

Materials:

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

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

Products: Available products include the following:

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

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

Class: 25.

Use Related to Exposure: NT (nontraffic).

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

Color: Federal Standard 595 No. 26440

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

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

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

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

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

Submittals

- A. Product Data: For each joint-sealant product indicated.
- B. Samples for Verification: For each type and color of joint sealant required. Install joint sealants in 1/2" (13 mm) wide joints formed between two 6" (150 mm) long strips of material matching the appearance of exposed surfaces adjacent to joint sealants.

- C. Product Certificates: Signed by manufacturers of joint sealants certifying that products furnished comply with requirements and are suitable for the use indicated.
- D. SWRI Validation Certificate: For each elastomeric sealant specified to be validated by SWRI's Sealant Validation Program.
- E. Preconstruction Field Test Reports: Indicate which sealants and joint preparation methods resulted in optimum adhesion to joint substrates based on preconstruction testing specified in "Quality Assurance" section.
- F. Field Test Report Log: For each elastomeric sealant application. Include information specified in "Field Quality Control" section.
- G. Compatibility and Adhesion Test Reports: From sealant manufacturer indicating the following:
 - 1. Materials forming joint substrates and joint-sealant backing have been tested for compatibility and adhesion with joint sealants.
 - 2. Interpretation of test results and written recommendations for primers and substrate preparation needed for adhesion.
- H. Product Test Reports: From a qualified testing agency indicating sealants comply with requirements, based on comprehensive testing of current product formulations.

Quality Assurance

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

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

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

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

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

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

- 1. Locate test joints where indicated or, if not indicated, as directed by Engineer.
- 2. Conduct field tests for each application indicated below:
 - a. Each type of elastomeric sealant and joint substrate indicated.
- 3. Notify Engineer seven days in advance of dates and times when test joints will be installed.
- 4. Arrange for tests to take place with joint sealant manufacturer's technical representative present.
- 5. Test Method: Test joint sealants by hand-pull method described below:
 - a. Install joint sealants in 60" (1500 mm) long joints using same materials and methods for joint preparation and joint sealant installation required for the completed work. Allow sealant to cure fully before testing.
 - b. Make knife cuts from one side of joint to the other, followed by two cuts approximately 2" (50 mm) long at sides of joint and meeting cross cut at one end. Place a mark 1" (25 mm) from crosscut end of 2" (50 mm) piece.
 - c. Use fingers to grasp 2" (50 mm) piece of sealant between crosscut end and 1" (25 mm) mark; pull firmly at a 90-degree angle or more in direction of side cuts while holding a ruler along side

of sealant. Pull sealant out of joint to the distance recommended by sealant manufacturer for testing adhesive capability, but not less than that equaling specified maximum movement capability in extension; hold this position for 10 seconds.

6. Report whether sealant in joint connected to pulled out portion failed to adhere to joint substrates or tore cohesively. Include data on pull distance used to test each type of product and joint substrate. For sealants that fail adhesively, retest until satisfactory adhesion is obtained.
7. Evaluation of Preconstruction Field Adhesion Test Results: Sealants not evidencing adhesive failure from testing, in absence of other indications of noncompliance with requirements, will be considered satisfactory. Do not use sealants that fail to adhere to joint substrates during testing.

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

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

Delivery, Storage, and Handling

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

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

Project Conditions

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

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

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

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

Construction Methods:

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

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

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

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

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

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

Installation of Joint Sealants

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

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

Install sealants by proven techniques to comply with the following:

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

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

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

Field Quality Control

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

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

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

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

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

Method of Measurement:

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

Basis of Payment:

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

11/14/02

602646 - SILICONE ACRYLIC CONCRETE SEALER

Description:

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

Materials:

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

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

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

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

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

Surface Preparation:

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

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

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

Construction Methods:

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

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

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

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

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

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

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

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

Method of Measurement:

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

Basis of Payment:

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

2/1/07

602734 - BRIDGE DECK PATCHING, POLYESTER POLYMER CONCRETE

Description:

This work consists of the patching of deteriorated concrete using a polyester polymer concrete patching material as specified below and as shown on the Plans. The work shall also include cleaning the existing reinforcing steel of all rust and corrosion.

Materials:

1. Primer for Polyester Polymer Concrete. The prepared patch surface shall receive a wax-free low odor, high molecular weight methacrylate prime coat. The prime coat shall be a resin, and prior to adding initiator the resin shall have a maximum volatile content of 30 percent, when tested in accordance with ASTM designation D 2369, and conforming to the following:

High Molecular Weight Methacrylate (HMWM) Resin		
Property	Requirement	Test Method
Viscosity* (Brookfield RVT with UL adapter, 50 RPM at 77°F)	0.025 Pa•s, maximum	ASTM D 2196
Specific Gravity* (at 77°F)	0.90, minimum	ASTM D 1475
Flash Point* (Degrees C)	10	ASTM D 3278
Vapor Pressure* (mm Hg at 77°F)	1.0	ASTM D 323
Tack Free Time (minutes at 77°F)	400 min. maximum	ASTM C 679
PCC Saturated Surface-Dry Bond Strength (MPa at 24 hrs at 70±1°F)	0.5 psi minimum	

*Tested prior to adding initiator

The prime coat promoter/initiator shall consist of a metal drier and peroxide. If supplied separately from the resin, **at no time shall the metal drier be mixed directly with the peroxide.** The containers shall be stored in a manner that will not allow leakage or spillage from one material to contact the containers or material of the other.

NOTE: Mixing the metal drier directly with the peroxide will result in a violent exothermic reaction.

2. Aggregate for Polyester Polymer Concrete. Aggregate for polyester concrete *and finishing sand* shall conform to the requirements of Section 804, except the gradation shall meet the following:

Combined Aggregate		
Sieve Size	3/8" Max. Percent Passing	#4 Sieve Max. Percent Passing
1/2"	100	100
3/8"	83-100	100
#4	65-82	62-85
#8	45-64	45-67
#16	27-48	29-50
#30	12-30	16-36
#50	6-17	5-20
#100	0-7	0-7
#200	0-3	0-3

Aggregate retained on the #8 sieve shall have a maximum of 45 percent crushed particles when tested in accordance with AASHTO Test Method T27. Fine aggregate shall consist of natural sand only.

Aggregate absorption shall not exceed one percent as determined by AASHTO Test Methods T84 and T85.

At the time of mixing with the resin, the moisture content of the aggregate, as determined by AASHTO Test Method T 255, shall not exceed one half of the aggregate absorption.

Finish sand shall be dry No.8/20 commercial quality blast sand.

3. Polyester Binder for Polyester Polymer Concrete. The polyester concrete shall consist of polyester resin binder and dry aggregate. The resin shall be an unsaturated isophthalic polyester-styrene co-polymer conforming to the following:

Polyester Resin Binder		
Property	Requirement^a	Test Method
Viscosity* (RVT No. 1 Spindle, 20 RPM at 77°F)	0.075 to 0.20 Pa•s	ASTM D2196
Specific Gravity*	1.05 to 1.10 at 77°F	ASTM 1475
Elongation	35 percent minimum Type I at 0.45"/min. Thickness = ¼" ± 0.04"	ASTM D638
	Sample conditioning: 18/25/50 + 5/70	ASTM D618
Tensile Strength	17.5 Mpa minimum Type I at 0.45"/min. Thickness = ¼" ± 0.04"	ASTM 638
	Sample conditioning: 18/25/50 + 5/70	ASTM 618
Styrene Content*	40 percent to 50 percent (by weight)	ASTM D2369
Silane Coupler	1.0 percent, minimum (by weight of polyester styrene resin)	
PCC Standard Surface Dry Bond Strength	3.5 Mpa, minimum at 24 hours and 70±1°C	

*Tested prior to adding initiator

^a Values are based on specimens or samples cured or aged at 77°F unless otherwise indicated.

The silane coupler shall be an organosilane ester, gammamethacryloxypropyltrimethoxysilane. The promoter shall be compatible with methyl ethyl ketone peroxide (MEKP) and cumene hydroperoxide (CHP) initiators.

4. Samples for Polyester Polymer Concrete. Samples of materials for all components of the polyester concrete system shall be submitted by the manufacturer to the Materials and Research Section a minimum of sixty (60) days prior to the polyester concrete application. Samples shall be representative of the materials to be used in the polyester concrete application and shall consist of one four-liter sample for each liquid component and a 5 pound sample for each dry component.

5. Packaging and Shipment for Polyester Polymer Concrete. A Material Safety Data Sheet shall be furnished prior to use for each shipment of polyester resin binder and high molecular weight methacrylate resin. All components shall be shipped in strong, substantial containers, bearing the manufacturer's label specifying date of manufacture, batch number, brand name, quantity, and date of expiration or shelf life. In addition, the mixing ratio shall be printed on the label of at least one of the system components. If bulk resin is to be used, the Contractor shall notify the Engineer in writing 10 days prior to the delivery of the bulk resin to the job site. Bulk resin is any resin that is stored in containers in excess of 55 gallons.

6. Basis of Acceptance for Polyester Polymer Concrete. Project acceptance of the polyester polyester concrete materials will be based on the following:

1. Delivery of the polyester concrete materials to the project site in acceptable containers bearing all the label information as required in paragraph 5. Packaging and Shipment.
2. Receipt of a manufacturer's certification stating the primer, aggregate and polyester binder meet the material requirements found under Materials, 1-3.
3. Approval by the Materials and Research Section based on conformance with the material requirements above.

Equipment:

The equipment used shall be subject to the approval of the Engineer and shall comply with the following:

1. Mechanical Scarification

1. Sawing equipment capable of sawing concrete to a 1" minimum depth.
2. Power operated mechanical scarifier capable of removing not less than 1 1/4" of the concrete surface.
3. Shot or grit blasting equipment capable of removing rust scale and old concrete from reinforcing bars and of removing small chips of concrete partially loosened by the scarifying or chipping operation.
4. Power-driven Hand Tools for removal of unsound concrete will be permitted with the following restrictions:
 - a. "Jack Hammers" heavier than nominal 30 lbs. class shall not be used.
 - b. "Jack Hammers" or mechanical chipping tools shall not be operated at an angle in excess of 45 degrees measured from the surface of the deck.
 - c. "Chipping Hammers" heavier than nominal 15 lbs. class shall not be used to remove concrete from beneath any reinforcing bar.
5. Hand tools such as hammers and chisels shall be provided for removal of particles of unsound concrete from beneath any reinforcing bar or to achieve the required depth.
6. Polyester concrete shall be mixed in mechanically operated mixers. Mixer size shall be limited to 9 cubic feet capacity. A continuous mixer employing an auger screw/chute device may be approved by the Engineer if a demonstration shows its ability to produce a satisfactory product. The continuous mixer shall 1) be equipped with a metering device that automatically measures and records the aggregate volumes and the corresponding resin volumes and 2) have a readout gage, visible to the Engineer at all times, that displays the volumes being recorded. The volumes shall be recorded at no greater than five (5) minute intervals along with the time and date of each recording. A printout of the recordings shall be furnished to the Engineer at the end of each work shift.

Construction Methods:

At least ten (10) days before start of work, the Contractor shall provide the Engineer with two (2) copies of the manufacturer's written instructions for the installation of the polyester concrete.

The polyester concrete manufacturer's technical representative shall be made available for up to three (3) working days to make recommendations to facilitate the installation. This shall include, but not be limited to, surface preparation, application and cure.

During surface preparation and application, precaution shall be taken to assure that traffic is protected from rebound, dust and construction activities. Appropriate shielding shall be provided as required and directed by the Engineer.

All materials shall be stored in accordance with the manufacturer's recommendation to ensure their preservation until used in the work. Applicable fire codes may require special storage facilities for some components of the polyester concrete system.

All corroded reinforcing bars shall be thoroughly cleaned by shot or grit blasting, with the exception of those that have lost 20% or more of their original dimension. These shall be cut and new bars welded in their place. Dual bars of equivalent or greater section may be used. The Engineer shall be the sole judge as to which bars are in need of repairs. Where the bond between existing concrete and reinforcing steel has been destroyed, or where more than half the diameter of the steel is exposed, the concrete adjacent to the bar shall be removed to a depth that will permit concrete to bond to the entire periphery of the bar so exposed. A minimum of 1" clearance shall be required, except where lower bar mats make this impractical. Care shall be exercised to prevent cutting, stretching, or damaging any exposed reinforcing steel.

Areas from which unsound concrete has been removed should be kept free of slurry produced by additional wet sawing of concrete. Work should be planned so that this slurry will drain away from all open areas. All such slurry shall be removed from prepared areas before patching materials are placed.

After removal of unsound concrete and immediately prior to placing patching materials, the patch area will be shot blast cleaned to remove any remaining asphaltic material, oils, dirt, rubber, curing compounds, paint, carbonation, laitance, weak surface mortar and other potentially detrimental materials, which may interfere with the bonding or curing of the patching material.

Traffic and equipment shall not be permitted on the polyester concrete patch areas for a minimum of two (2) hours following final finishing. Polyester concrete patches shall be protected from moisture for not less than two (2) hours after finishing. The polyester concrete shall be allowed to reach final cure before subjecting it to traffic loads. Cure time is dependent upon the ambient and deck temperatures. Actual degree of cure and suitability of the polyester concrete patch for traffic shall be as determined by the Engineer.

When Contract time constraints do not permit Portland Cement Concrete curing times as specified in Section 602, the contractor shall submit methods and/or materials he/she will use to attain the necessary early strength and open the work area to traffic in a timely manner.

Polyester Polymer Concrete Material Application:

1. Prime Coat

Prior to applying the prime coat, the area shall be dry and shall be blown clean with oil-free compressed air. The surface temperature shall be at least 50°F.

The prime coat shall be uniformly applied to completely cover the surface to receive the polyester concrete. The rate of spread shall be approximately 2.3 ounces per square foot of deck surface or as recommended by the manufacturer. The prime coat shall be allowed to cure a minimum of 15 minutes before placing polyester concrete.

When magnesium phosphate concrete is placed prior to the deck patching, the magnesium phosphate concrete shall be placed at least 72 hours prior to placing the prime coat.

When modified high alumina based concrete is placed prior to the deck patching, the prime coat shall not be placed on said concrete until at least 30 minutes after final set.

2. Polyester Concrete

The polyester concrete shall be placed within 120 minutes after the prime coat has been applied. The prime coat shall be allowed to cure a minimum of 30 minutes before placing polyester concrete.

The polyester concrete shall contain approximately 12 percent polyester resin by weight of dry aggregate; the exact percentage will be determined by the Engineer during placement to enable proper finishing of the surface.

All hand troweling shall be followed by broadcasting aggregate or surface texturing while the resin is still wet to provide acceptable surface friction characteristics.

The amount of initiator used in polyester concrete shall be sufficient to produce an initial set time between 30-120 minutes during placement. The initial set time will be determined by using an initial-setting time Gillmore needle in accordance with the requirements of ASTM Designation: C 266. Accelerators or inhibitors may be required to achieve proper set times and shall be used as recommended by the resin supplier.

The resin binder shall be initiated and thoroughly blended just prior to mixing with aggregate. The polyester concrete shall be mixed a minimum of 2 minutes prior to placing.

Polyester concrete shall be placed prior to gelling and within 15 minutes following addition of initiator, whichever occurs first. Polyester concrete that is not placed within this time shall be discarded.

The surface temperature of the area to receive polyester concrete shall be the same as specified above for the prime coat, a minimum of 50°F.

Polyester concrete patches will be hand finished. Finish sand shall be applied by either mechanical means or hand broadcasting immediately after strike-off, before gelling occurs, at a minimum rate of 2.75 ounces per square foot.

Method of Measurement:

The quantity of bridge deck patching will be measured as the actual number of square yard-inch of patching made using the specified patching materials, complete in place and accepted.

Basis of Payment:

The quantity of bridge deck patching made with the polymer patching materials will be paid for at the Contract unit prices per square yard-inch for the bridge deck patching items. Price and payment shall constitute full compensation for removal and disposal of existing materials including damaged reinforcing bars; for furnishing, installing and removing temporary protective structures when needed; for cleaning bar reinforcement; for furnishing and placing patching materials; for preparing the concrete for patching and for all labor, equipment, tools and incidentals necessary to complete the work.

8/20/10

- 605510 - PREFABRICATED EXPANSION JOINT SYSTEM 2"**
- 605511 - PREFABRICATED EXPANSION JOINT SYSTEM 3"**
- 605512 - PREFABRICATED EXPANSION JOINT SYSTEM 4"**
- 605513 - PREFABRICATED EXPANSION JOINT SYSTEM 5"**
- 605647 - PREFABRICATED EXPANSION JOINT SYSTEM 1 1/2"**
- 605730 - PREFABRICATED EXPANSION JOINT SYSTEM, 1"**

Description:

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

Materials:

Steel members of the types, size and configurations shown on the plans shall conform to AASHTO M 270/M 270M Grade 36 (Grade 250) or Grade 50 (Grade 345) or Grade 50W (Grade 345W), unless specified otherwise on the Plans. All steel of the joint system shall be painted with the 3 coat urethane paint system with a minimum total thickness of 9 mils (225 µm), and all screws shall be stainless steel ASTM A276, Type 304.

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

<u>ASTM Standard</u>	<u>Physical Properties</u>	<u>Performance Requirements</u>
D2240 (Modified) D412	Hardness Tensile Strength	60±7 points, Durometer (Type A) 2000 psi (13.8 MPa), min. 250%, min.
D395 (Method B) D573	Ultimate Elongation Compressive Set 70 hr. @ 212°F (100°C). Compressive Set 212°F (100°C)	40%, max. 40%, max.
D1630 D1149	Abrasion Resistance Oxone Resistance 20 percent strain 300 pphm in air, 70h @ 140°F (60°C) (wiped) with toluene to remove surface contamination)	Index of 200 or greater Permissible No cracks
D471	Oil Swell, ASTM Oil #3, 70 h @ 212°F (100°C), Weight change	45%, max.
D2240	Low Temperature Stiffening max. 7 days @ 14°F (-10°C)	+15 points Durometer (Type A)

Construction Methods:

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

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

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

The prefabricated sealing system shall be shop assembled as a unit including the neoprene strip seal, and preset prior to shipment, using prestressing bolts and adjustable temporary connections between positioning steel members. The opening of the joint shall be set at the width required for the seal at a temperature of 68°F (20°C).

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

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

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

Method of Measurement:

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

Basis of Payment:

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

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

10/29/01

605533 - CLEANING EXISTING STEEL STRUCTURES, HAZARDOUS BASE (L.S.)
605629 - CLEANING EXISTING STEEL STRUCTURES, HAZARDOUS BASE (S.F.)

Description:

This work consists of cleaning the entire existing steel structure(s) or a part of it as noted on the Plans; collection; stabilization; and transportation of the "spent material" (rust particles, paint particles and dust, material assumed to be hazardous waste), resulting from cleaning operations, to an approved disposal site(s). The work under this item shall be performed in accordance with these Special Provisions and attached Appendix A.

Prior to the beginning of paint removal work, the Contractor shall set forth in detail and submit to the Delaware Department of Transportation (hereinafter referred to as Department), for approval, the proposed containment system (mini-containment system when only a part of the structure is to be cleaned as required) for complete capture, containment, collection and disposal of the "spent material" generated from paint removal work and testing by an outside laboratory, approved by the Department. The system shall be in compliance with these specifications, State, United States Environmental Protection Agency (EPA) and Occupational Safety and Health Act (OSHA) and other regulatory agencies with jurisdiction, rules, regulations, standards and guidelines in effect while the work is in progress. Upon approval, the plan shall be implemented to capture, contain, collect, and dispose of all "spent material".

The Contractor shall not begin cleaning and/or blasting operation until he/she has submitted final documentation that he/she has an approved disposal site and permits for the handling, storing, and transporting of hazardous waste and nonhazardous waste; and shall be responsible to protect the environment, workers, and the public from toxic substances resulting from the paint removal operations.

Pre-Bid Conference:

Prior to the bid opening, a date will be set if deemed necessary by the Contract Administration (bidder will be notified at the time of purchasing contract documents) for a pre-bid conference to alert the potential bidder to comply with the directives established by the OSHA, EPA and the State of Delaware during and after the execution of this item. It is recommended that the bidder (Prime Contractor) brings his/her Sub-Contractor to be engaged in removing the paint if he/she cannot perform the work of this item.

Materials:

The Contractor shall use recyclable metallic shot and metallic grit meeting the requirements of SSPC AB2 and SSPC AB3 as abrasive materials for removing paint.

Other removal and cleaning methods after approval may be used by the Contractor provided he/she can demonstrate that the proposed method satisfies all the safety and environmental requirements of this specification and provides a cleaned surface satisfactory to the Engineer.

Construction Requirements:

Containment System:

Prior to commencing any cleaning operations, the Contractor shall prepare a Cleaning Contaminant System for the capture, containment, collection and storage of the waste generated by the work, which includes abrasive blasting residue, spent blasting mediums, rust, paint particles, dust, etc.

The Containment System must be capable of containing the waste and resulting residue generated by the work. The Contractor shall strive to achieve total containment (100%); and is required to meet all Federal, State, City and Local regulations using the best available technology as applicable to each bridge site. The Containment System shall meet the requirements of SSPC Guide 6, Class 1A. Visible emissions in excess of SSPC Guide 6, Level 1 (one percent in the work day) shall be cause for immediate shut down until corrections are made.

While on the site, tarps shall be held securely in place, and kept sealed at all times during water blasting, paint removal and painting.

For bridges over water, the Containment System shall include a skimming boom consisting of a float with a skirt to collect floating debris. Also, an approved capturing device such as floating curtain, screen or tarp shall be placed under and down wind of the bridge to catch rust, sand and paint particles; and the waste material collected on the capturing device shall be cleaned daily.

Prior to commencing work the Contractor must submit working drawings of the proposed containment system to the Department within 14 days from Notice of Award. The Department will review the drawings and evaluate the system as to its effect on the loading capacity of the existing structure. The Contractor shall also submit the design of the systems to be employed, including an analysis of the dead, live and wind loads which will be added to the existing structure by the containment system and blast waste. The load analysis shall be performed and stamped by a licensed Professional Engineer registered in the State of Delaware and experienced in bridge analysis. The analysis shall assure that the system will not induce a load on the bridge which will create an overstress condition or otherwise effect the structural integrity of the bridge. For bridges 23 feet (7 meters) or greater in height, the containment system submittals shall include a safety net meeting OSHA requirements in 29 CFR 126.105, 29 CFR 126.106, and 29 CFR 126.104. For bridges less than 23 feet (7 meters) in height, the submittals shall include necessary safety measurements such as safety harnesses, lifelines and lanyards meeting OSHA requirements in 29 CFR 126.104. In no case shall the containment system, safety devices, or equipment encroach upon the minimum bridge clearances shown on the Plans, unless otherwise approved by the Engineer.

The following guidelines shall be followed by the Contractor in preparing the Containment Drawing Plans. However, the Contractor may submit for approval a self-contained and self supporting blast and recovery system as an alternative option for removing the paint:

1. Working drawings with Professional Engineer Seal shall be submitted by the Contractor meeting the requirements of Subsection 105.04 of the Standard Specifications.
2. The working drawings shall show Containment System in plan & elevation views including details of clips and hangers.
3. The working drawings shall indicate maximum permissible load of abrasive or waste permitted on the Containment System.
4. The working drawings shall indicate if vehicles with abrasive and waste will be permitted on the bridge; if so indicate allowable load and locations. Vehicle and equipment loads may not be permitted behind abutments if surcharging results.
5. The working drawings shall indicate all restrictions on bridge including any load posting.
6. Permanent attachments or fasteners to the bridge will not be permitted.
7. The working drawings shall show the location(s) of skimming boom(s) if the bridge is over water.
8. The working drawings shall identify all containment system components; and shall indicate all rigid framework, work platform and scaffolding.
9. All curtains, screens or tarps used for containment shall be weighted down.
10. No load shall be attached to the bridge railings unless railing is in good condition, and details and calculations showing loading are approved by the Department.

With submission of the Containment System Drawing, the Contractor shall be required to develop and submit for approval an Effective Safety Program to be followed during the paint removal period. The Contractor's employees, before being engaged in paint removal work, must have proper training in accordance with the OSHA General Industry Standard.

The review and acceptance of the working drawings by the Department shall in no way relieve the Contractor of any responsibility for obtaining the required degree of capture, containment and collection.

Cleaning of Containment System must be properly maintained while work is in progress and shall not deviate from the approved working drawings without prior approval of the Engineer. Air within the containment structure shall be exhausted rapidly to maintain a slight negative pressure, so that outside air is drawn in through specifically designed openings rather than having contaminated air leaking from inside the containment. Also, sufficient fresh air must be circulated so that dust is reduced to enable good visibility for the operator. Public access to all rigging, scaffolding and the containment systems must be denied at all times.

Air Monitoring for PM 10 and TSP Lead:

The intent of the monitoring requirements in this specification is for the Contractor to establish a baseline background reading for the area(s) in proximity to steel cleaning. This specification also requires the Contractor to perform all of the testing required to ensure that lead particles are adequately contained and captured by the Contractor’s steel cleaning operations. All costs associated with this work are included in the Contractor’s bid price.

The Contractor shall engage a consultant responsible for conducting air monitoring work during the operation of the paint removal period; monitoring shall be conducted on the area downwind of the lead control area. The qualification of the consultant shall be approved by the Department prior to his/her engagement in air monitoring service. The air quality standard shall be monitored in accordance with National Ambient Air Quality Standards (NAAQS). At a minimum this containment system shall achieve a SSPC level 1 Standard Emissions level.

Baseline Monitoring shall take place at each structure where the Contractor is required to clean the existing steel in order to establish preconstruction background readings for the area(s) involved. Baseline Monitoring shall occur for a minimum of 3 consecutive calendar days before the steel cleaning begins. The Contractor shall conduct the monitoring so that the monitored hours match the proposed work schedule for the contract, including nightwork. The minimum duration of the monitoring for each calendar day must be 8 hours, regardless of the Contractor’s proposed work schedule. The required sampling type shall be 2 (two) PM-10 and 2 (two) TSP-Lead and the Engineer must approve the locations of the sampling. During lead paint removal, air monitoring shall commence just prior to the start of any lead removal operation and shall continue whenever the contractor is cleaning steel under this item. The required sampling type shall be PM-10 and TSP-Lead and the Engineer must approve the locations of the sampling. If problems with containment occur, the Engineer will require the air monitoring to be reinstalled at the Contractor’s expense.

The acceptance level for PM 10 (particles with an aerodynamic diameter less than or equal to a nominal 10 micrometers) shall be 150 micrograms per cubic meter of air for 24-hour average concentration (450 micrograms per cubic meter of air over an eight-hour period assuming no emissions occur from the project for the remaining 16 hours).

The acceptance level for Total Suspended Particulate Matter (TSP) lead emissions shall be 1.5 micrograms per cubic meter of air averaged over a calendar quarter of the year, which can be converted as noted below to achieve daily lead level allowance during the project operation.

$$DA = \frac{90}{PD} \times 1.5 \mu\text{g}/\text{m}^3, \text{ where}$$

DA = Daily Allowance ($\mu\text{g}/\text{m}^3$)

PD = Number of paint removal operation days anticipated in a 90-day period.

For example, if it is expected that 30 days out of 90 will be worked, the TSP lead emission criteria for each of those days would be $4.5 \mu\text{g}/\text{m}^3$, over a 24-hour period ($90/30 \times 1.5$). However, since the paint removal operation will not continue for the full 24 hours, this level of emissions can be increased using the following formula:

$$ADA = DA \times \frac{24}{H}, \text{ where}$$

ADA = Adjusted Daily Allowance ($\mu\text{g}/\text{m}^3$)
H = Hours worked in 24 hours.

Using the above example, if the paint removal operation is continued for eight hours out of each 24-hour workday, the ADA will be $13.5 \mu\text{g}/\text{m}^3$ ($4.5 \mu\text{g}/\text{m}^3 \times 24/8$). Thus, $13.5 \mu\text{g}/\text{m}^3$ could be emitted during the eight hours of work, provided no emissions occur during the remaining 16 hours.

The size of the containment system shall be a work area approximately equivalent to what a work crew can blast clean, inspect, paint and move in a 24 hour period. The Engineer may permit a larger containment system if the Contractor can demonstrate that such a system will increase productivity and not interfere with the flow of traffic. When dust leaks are noted in the containment system, repairs shall be made as soon as possible.

If at any time during the execution of the work, the cleaning containment system fails to function at the required level of efficiency, the Contractor must immediately suspend all operations except those intended to minimize the adverse impact to the environment. Operations shall not resume until modification have been made to correct the cause of the failure.

The Contractor shall have a full time hygienist on the job site during lead paint removal activities to insure required hygiene procedures are being followed.

Cleaning:

All structural steel surfaces shall be cleaned and free of all rust, rust scale, mill scale, paint or other foreign matter in accordance with the requirements of SSPC-SP10.

Should the Contractor elect to use wet or water-vapor sandblasting, the water shall contain 0.32 percent of sodium nitrate and 1.28 percent by weight of ammonium phosphate for the purpose of inhibiting the development of rust.

No visible lead containing residue, debris, or paint chips shall remain or be present outside the containment area upon the completion of the abatement cleanup. Visible lead containing residue, debris, or paint chips outside the containment area shall be cleaned up immediately.

The type of containment systems used when cleaning steel shall be Class 1A for abrasive blasting and Class 2P for Power Tool Cleaning as per SSPC - Guide 6 "Guide for Containing Debris Generated During Paint Removal Operations".

Collection, Storage and Disposal of Hazardous and Non-Hazardous Waste:

All waste discharged and collected from the Containment System must be protected in a manner so as to prevent migration of the waste into the environment; and the Contractor shall abide by all Federal and State regulations relating to collection, storage and disposal of the hazardous waste and solid waste.

The Contractor shall provide a clean up area with soap, water and container for collection and disposing of the hazardous waste at each work site. The Contractor shall obtain a permit for hauling the hazardous waste from the State Department of Natural Resources and Environmental Control (DNREC).

Each day the Contractor shall collect and contain waste material in sealed 55 gallon (208 liter) open head type drums (I.C.C. Specification 17-H). All drums shall be in new condition and approved for use by the Engineer. Drums shall be labeled with the words "HAZARDOUS WASTE" and tagged in accordance with all State regulations including bridge number, Contract number, Contractor's name, contents and the date when waste accumulation in the drum begins. No more than 29 drums of hazardous material shall be kept at the site of each bridge.

The waste to be placed in drums also includes all filters used in abrasive blasting equipment and vacuum power tools for removing hazardous and nonhazardous paint waste; these filters shall be removed when the Contract is complete. At the end of the Contract all such filters shall be removed from equipment used on the project and placed in drums with other hazardous waste for proper disposal.

At the end of each working day the Contractor shall haul the waste material contained and collected to an approved temporary secure accumulation site. This site must be approved by the Engineer and be maintained in a secured condition by the Contractor. Hauling of hazardous waste must be performed by a license hauler.

The accumulation site must be capable of preventing the migration of the lead contaminated waste material into the environment. The accumulation area must also provide protection from vandalism and unauthorized access by the general public. At the completion of the work and in the presence of the Engineer, the Contractor shall take representative samples of the accumulated residues collected at each bridge.

The storage site must be capable of preventing the migration of the lead contaminated waste material into the environment. The storage area must also provide protection from vandalism and unauthorized access by the general public. At the completion of the work, the Contractor shall take representative samples of the accumulated residues collected at each bridge to be analyzed for lead content.

Samples exceeding 5 PPM (parts per million) according to the Toxicity Characteristics Leaching Procedure (TCLP) test shall be considered a hazardous waste and disposed of as hazardous waste. If the sample's toxicity level has dropped to 5 ppm or less, then the waste can be transported and disposed of as industrial waste, provided it is stabilized.

In order to stabilize the industrial waste (below the toxicity level), a slurry made from Portland Cement (10% of waste by volume) and water (50% of cement by volume) shall be added to the waste and thoroughly mixed at the disposal site by the licensed hazardous waste hauler. In no case shall blasting debris or dust collector waste be directly disposed of as an industrial waste. They shall either be stabilized or disposed of as a hazardous waste, irrespective of the results of the TCLP Test.

The samples shall be delivered to a laboratory approved by the Department for testing according to the Toxicity Characteristic Leaching Procedure (TCLP). Should test results indicate and if the contaminants listed in the following are above their respective regulatory limits, the residue shall be deemed a hazardous waste, and must be treated before disposal.

EPA HAZARDOUS WASTE NO.	CONTAMINANT	CAS NO.	REGULATORY LEVEL (mg/L)
D004	Arsenic	7440-38-2	5.0
D005	Barium	7440-39-3	100.0
D006	Cadmium	7440-43-9	1.0
D007	Chromium	7440-47-3	5.0
D008	Lead	7439-92-1	5.0
D009	Mercury	7439-97-6	0.2
D010	Selenium	7782-49-2	1.0
D011	Silver	7440-22-4	5.0

The Contractor shall remove from the accumulation site all treated waste within 90 days from the date of accumulation; and be transported to an industrial dump facility approved by the Delaware Department of Natural Resources and Environmental Control for disposal of such waste. A copy of the completed waste manifest (signed and dated by the Contractor and the Engineer at the site) shall be forwarded to the Department.

Method of Measurement:

For item 605533, the quantity of cleaning existing steel structures will not be measured. For item 605629, the quantity of cleaning existing steel structures will be measured by the square foot (square meter) of area cleaned and accepted.

Basis of Payment:

For item 605533, the quantity of cleaning existing steel structures will be paid for at the Contract lump sum. For item 605629, the quantity of cleaning existing steel structures will be paid for at the Contract unit price per square foot (square meter).

Price and payment shall constitute full compensation for furnishing and installing all materials, working drawings and Professional Engineer's service, Containment System, collection and temporary storage of the waste material as required, air monitoring service including consulting services, testing materials for contaminants, cleaning the structure, revisions and resubmissions of the Containment Plan and or Systems that may be required during the execution of the work, for providing respiratory protection and protective clothing to the worker and Departments employee at the time of inspection, hygiene facilities, for stabilizing the hazardous material and transporting and disposing of the stabilized waste complying with all the requirements as described herein in these special provisions, for all labor, equipment, tools and necessary incidentals to complete the work.

NOTE

The latest issue, revision, or amendment of the references noted below shall govern in execution of this item unless otherwise noted. **If there is a conflict between the attached Appendix A of this Special Provisions and the references noted below, the latter shall prevail.**

1. Steel Structures Painting Council (SSPC) Standards

SSPC-AB2	Specification for Cleanliness of Recycled Ferrous Metal Abrasive
SSPC-AB3	Specification for Newly Manufactured Steel Abrasive.
SSPC-QP 1	Standard Procedure for Evaluating Qualifications of Painting Contractors
SSPC Guide 6I	Guide for Containing Debris Generated During Lead Paint Removal Operations
SSPC Guide 7 (DIS)	Guide for the Disposal of Lead-Contaminated Surface Preparation Debris

2. U.S. Government Code of Federal Regulations

- 29 CFR, Part 1926.62, Safety and Health Regulations for Construction
- 40 CFR, Subchapter I, "Solid Wastes" (parts 260-263, and 268)

3. American National Standards Institute (ANSI)

ANSI/ASC Z9.4 For Exhaust Systems Abrasive Blasting Operations -- Ventilation and Safe Practice

4. State of Delaware

- 7 Del. C., chapter 63 - Hazardous Waste Management Act
- The Delaware Regulations Governing Hazardous Waste (DRGHW)
- 7 Del. C., Chapter 60 - Delaware Water and Air Resources Act
- The Delaware Regulations Governing Solid Waste (DRGSW)

SPECIAL NOTICE TO CONTRACTORS

The following documentation will be required with the Bid Proposal Form. If this documentation is not submitted with the bid, the bid will be considered Non-responsive.

Proof is required that the Prime Contractor, if he/she is performing the cleaning/painting operation, and any cleaning/painting Subcontractors are certified by the Steel Structures Painting Council (SSPC) Painting Contractor Certification Program (PCCP) QP-1 and QP-2. Such certification shall be for the duration of the project.

3/17/09

APPENDIX A

OCCUPATIONAL SAFETY AND HEALTH STANDARD FOR OCCUPATIONAL EXPOSURE TO LEAD DURING CONSTRUCTION

The regulations specified under the following topics and as described herein shall be followed by the Contractor, engaged in removing and cleaning lead base paint from the steel structures. This Appendix is considered as part of the Special Provisions for Items 605629 and 605533 - Cleaning Existing Steel Structures and 605614 and 605618 - Cleaning Existing Steel Structures with Vacuum Power Tools.

- .01 Scope and Application
- .02 Definitions
- .03 Permissible Exposure Limit (PEL)
- .04 Initial Determination and Exposure Monitoring
- .05 Methods of Compliance
- .06 Respiratory Protection
- .07 Protective Work Clothing and Equipment
- .08 Housekeeping
- .09 Hygiene Facilities and Practices
- .10 Medical Surveillance Program
- .11 Medical Examinations and Consultations
- .12 Medical Removal Protection
- .13 Employee Information and Training
- .14 Signs
- .15 Recordkeeping
- .16 Observation of Monitoring

.01 Scope and Application

- A. This Appendix applies to occupational exposure to lead of every employee engaged in construction work. Each employer shall protect the employment and places of employment of each employee engaged in construction work by complying with the Appendix.
- B. Compliance with this Appendix does not preclude or preempt the applicability of any other regulations or standards.

.02 Definitions

For the purpose of this Appendix certain words and terms are defined as follows.

- A. Lead
 - (1) "Lead" means metallic lead, all inorganic lead compounds, and organic lead soaps.
 - (2) "Lead" does not include any other organic lead compounds.

- B. "PEL" means Permissible Exposure Limit.
- C. "TWA" means Time Weighted Average.
- D. All references to "the Employer" herein shall mean "the Contractor", and all references to the Employee(s) shall mean "the Department's and Contractor's Employees".

.03 Permissible Exposure Limit (PEL)

- A. The employer shall ensure that no employee is exposed to lead at concentrations greater than 50 micrograms per cubic meter of air averaged over an 8-hour period.
- B. When an employee is exposed to lead for more than 8 hours in any work day, the employer shall use the following formula to reduce the permissible exposure limit, as a time weighted average (TWA) for that day: Maximum permissible limit (in micrograms/cubic meter) = 400 divided by hours worked in the day.
- C. Respirators. When respirators are used to supplement engineering and work practice controls to comply with the PEL and in accordance with the requirements of Regulation .06, the employer, for the purpose of determining compliance with the PEL, may:
 - (1) Consider employee exposure to be at the level provided by the protection factor of the respirator for those periods the respirator is worn; and
 - (2) Average those periods with exposure levels during periods when respirators are not worn to determine the employee's daily TWA exposure.

.04 Initial Determination and Exposure Monitoring

A. General

- (1) For the purpose of this regulation, employee exposure is that exposure which would occur if the employee were not using a respirator.
- (2) Personal Samples.
 - (a) With the exception of monitoring under Section C, below, the employer shall collect personal samples for the entire time during the shift when lead exposure may occur.
 - (b) The personal samples shall:
 - (i) Include at least one sample for every job classification in each work area during each shift; and
 - (ii) Be representative of the monitored employee's regular, daily exposure to lead.

B. Initial Determination.

- (1) An employer having a jobsite covered by this chapter shall determine before the beginning of potential exposure to lead if an employee may be exposed to lead at or above the PEL level.
- (2) Written record.
 - (a) The employer shall:
 - (i) Make a written record of the determination; and
 - (ii) Post the record in a place accessible to employees.
 - (b) At a minimum, the record shall include:

- (i) The information specified in Section C, below;
- (ii) The date of determination;
- (iii) Location of the jobsite;
- (iv) Process;
- (v) Materials;
- (vi) Location within the jobsite; and
- (vii) The name and social security number of employees monitored.

C. Basis of Initial Determination.

The employer shall base an initial determination on any of the following, relevant considerations:

- (1) Information, observation, calculations, or anticipated operations which indicate employee exposure to lead;
- (2) Previous measurements of airborne lead and analytical methods meeting the criteria of Section I, below; and
- (3) Other indications of potential lead exposure.

D. Positive Initial Determination and Initial Monitoring.

- (1) When a determination conducted under Sections B and C, above, shows the possibility of employee exposure at or above the PEL level, the employer shall conduct exposure monitoring immediately at the start of the operation which may involve lead exposure.
- (2) The monitoring shall be representative of the exposure for each employee in the workplace who is exposed to lead.
- (3) When the type of jobsite, process, and materials involved has not changed, measurements of airborne lead, taken in accordance with Section I, below, and made during the preceding 12 months may be used to satisfy this requirement.

E. Negative Initial Determination.

When the employer determines, in accordance with Sections B and C, above, that no employee is exposed to airborne concentrations of lead at or above the PEL level, the employer shall make a written record of the determination in accordance with Section B.

F. Frequency.

Except as required by Section G, below, when the initial determination or subsequent monitoring reveals employee exposure:

- (1) Above the PEL, the employer shall conduct monitoring quarterly until at least two consecutive measurements, taken at least 7 days apart, are at or below the PEL.

G. Additional Monitoring.

- (1) When there is either a production, jobsite, material, process, control, or personnel change which may result in new or additional lead exposure or any other reason to suspect a change, which may result in new or additional exposures to lead, the employer shall conduct additional monitoring in accordance with this chapter.

- (2) When an employee complains of symptoms which may be attributable to exposure to lead, the employer shall conduct personal monitoring representative of the exposure to each employee in the affected job classification or performing the same operation who may be exposed to lead.

H. Employee Notification.

- (1) Within 5 working days of the receipt of any monitoring results, the employer shall notify each employee in writing of the results which represent that employee's exposure.
- (2) Whenever the results indicate that the representative employee exposure, without regard to respirators, exceeds the PEL, the employer shall include in the written notice:
 - (a) A statement that the PEL was exceeded; and
 - (b) A description of the corrective action that has been, or will be, taken to reduce exposure to a level at or below the PEL.

I. Accuracy of Measurement.

The employer shall use a method of monitoring and analysis which has an accuracy, to a confidence level of 95 percent, of not less than plus or minus 20 percent for airborne concentrations of lead equal to or greater than 50 micrograms/cubic meter averaged over an 8-hour period.

.05 Methods of Compliance

A. Engineering and Work Practice Controls.

- (1) When any employee is exposed to lead above the PEL, the employer shall implement engineering and work practice controls, including administrative controls, to reduce and maintain employee exposure to lead, except to the extent that the employer can demonstrate that these controls are not feasible.
- (2) When the engineering and work practice controls which can be instituted are not sufficient to reduce employee exposure to a level at or below the PEL, the employer shall:
 - (a) Use them to reduce exposure to the lowest feasible level; and
 - (b) Supplement them by the use of respiratory protection which complies with the requirements of Regulation .06.

B. Compliance Program

- (1) Each employer shall establish and implement a written compliance program to reduce exposure.
- (2) Written Program. The written compliance program shall, at a minimum, include:
 - (a) A description of each operation in which lead is expected, including
 - (i) Equipment used,
 - (ii) Materials used,
 - (iii) Controls in place,
 - (iv) Crew size,
 - (v) Employee job responsibilities,
 - (vi) Operating procedures, and
 - (vii) Maintenance practices;

- (b) A description of the specific means that will be employed to achieve compliance;
 - (c) A report of the technology considered in meeting the PEL;
 - (d) A work practice program which includes items required under Regulations .07,.08, and .09;
 - (e) The administrative control schedule required by Section C, if applicable; and
 - (f) Other relevant information.
- (3) Written programs shall be:
- (a) Submitted upon request to the Department; and
 - (b) Available at the jobsite for examination and copying by the Department, any affected employee, or authorized employee representative.
- (4) At least every 6 months, the employer shall:
- (a) Review the written compliance program; and
 - (b) If necessary, revise it to reflect the current status of the program.

C. Administrative Controls.

If administrative controls are used as a means of reducing employee TWA lead exposure, the employer shall establish and implement a job rotation schedule which includes:

- (1) The name or identification number of each affected employee;
- (2) The duration and the exposure level at each job or work station where an affected employee is located; and
- (3) Any other information which may be useful in assessing the reliability of administrative controls in reducing exposure to lead.

.06 Respiratory Protection

A. General.

- (1) When this chapter requires the use of respirators, the employer shall:
 - (a) Provide respirators that comply with the requirements of this regulation, at no cost to the employee; and
 - (b) Ensure their use.
- (2) Respirators shall be used:
 - (a) During the time period necessary to install or implement engineering or work practice controls;
 - (b) In a work situation in which engineering and work practice controls are not sufficient to reduce exposure to a level at or below the PEL; and
 - (c) Whenever an employee requests a respirator.

B. Respirator Selection.

- (1) When a respirator is required under this chapter, the employer shall select the appropriate respirator or combination of respirators in accordance with this section from Table I. Respiratory Protection for Lead Aerosols.
- (2) Powered Air-Purifying Respirators: The employer shall provide a powered air-purifying respirator instead of the respirator specified in Table I Respiratory Protection for Lead Aerosols whenever:
 - (a) An employee chooses to use this type of respirator; and
 - (b) This respirator will provide adequate protection to the employee.
- (3) The employer shall select respirators from among those approved for protection against lead dust, fume, and mist by the Mine Safety and Health Administration (MSHA) and the National Institute for Occupational Safety and Health (NIOSH) under the provisions of 30 CFR Part II.

C. Respirator Usage.

- (1) The employer shall ensure that the respirator issued to the employee:
 - (a) Exhibits minimum facepiece leakage; and
 - (b) Is fitted properly.
- (2) Fit Test.
 - (a) For each employee wearing a negative pressure respirator, the employer shall perform either a quantitative or qualitative face fit test:
 - (i) At the time of initial fitting; and
 - (ii) Minimally, every 6 months after that.
 - (b) The qualitative fit test:
 - (i) May be used only to test the fit of a half-mask respirator when it is otherwise permitted to be worn; and
 - (ii) Shall be conducted in accordance with the directive set in 29 CFR 1926.62.
- (c) The tests shall be used to select facepieces that provide the protection prescribed in Table I. Respiratory Protection for Lead Aerosols.

TABLE I. RESPIRATORY PROTECTION FOR LEAD AEROSOLS

Airborne concentration of lead or condition of use	Required respirator ¹
Not in excess of 0.5 milligram/cubic meter (10X PEL).	Half-mask, air-purifying respirator equipped with high efficiency filters. ^{2,3}
Not in excess of 1.25 milligram/cubic meter (25 x PEL)	Hood or helmet supplied air respirator operated in a continuous flow mode.
Not in excess of 2.5 milligram/cubic meter (50X PEL).	(1) Full facepiece, air-purifying respirator with high efficiency filters. ³

- (2) Any powered, air-purifying respirator with high efficiency filters.³

Not in excess of 50 milligram/cubic meter (1000x PEL).

Half-mask, supplied-air respirator operated in positive-pressure mode².

Not in excess of 100 milligrams/cubic meter (2000X PEL).

Supplied-air respirators with full facepiece, hood, helmet, or suit, operated in positive pressure mode.

Greater than 100 milligrams/cubic meter, unknown concentration or fire fighting.

Full facepiece, self-contained breathing apparatus operated in positive-pressure mode.

¹Respirators specified for high concentrations can be used at lower concentrations of lead.

²Full facepiece is required if the lead aerosols cause eye or skin irritation at the use concentrations.

³A high efficiency particulate filter means 99.97 percent efficiency against 0.3 micron size particles. Certain Specific Type CE blast helmets can be used in atmospheres that are 1000x PEL.

- (3) If an employee exhibits difficulty in breathing during the fit test or during use, the employer shall make available to the employee an examination in accordance with Regulation .11A(2) to determine whether the employee can wear a respirator while performing the required duty.

D. Respirator Program.

- (1) The employer shall institute a respiratory protection program in accordance with the applicable section(s) of 29 CFR 1926.62, 29 CFR 1926.1127, and 29 CFR 1910.134.

- (2) The employer shall:

- (a) Permit an employee who uses a filter respirator to change the filter elements when an increase in breathing resistance is detected;
- (b) Use identification of filters, cartridges and canisters with NIOSH color coded approved labels as required.
- (c) Maintain an adequate supply of filter elements for this purpose; and
- (d) Permit an employee who wears a respirator to leave the work area to wash his or her face and respirator facepiece when necessary to prevent skin irritation associated with respirator use.
- (e) Record Keeping - Records must be kept and available in accordance with 29CFR 1910, 20 and include medical evaluation, fit testing, and a copy of the respiratory protection program.

.07 Protective Work Clothing and Equipment

A. Provision and Use.

When an employee is exposed to lead above the PEL, without regard to the use of respirators, or when the possibility of skin or eye irritation exists, the employer shall:

- (1) Provide, at no cost to the employee, appropriate protective work clothing and equipment, such as, but not limited to:
 - (a) Coveralls or similar full-body work clothing;
 - (b) Shoes or disposable shoe coverlets, gloves, and hats;

- (c) Face shields, vented goggles, or other appropriate protective equipment which complies with the applicable section(s) of 29 CFR 1926.62.

- (2) Ensure that the employee uses the appropriate protective clothing and equipment.

B. Cleaning and Replacement.

The employer shall:

- (1) Provide the protective clothing required in Section A -
 - (a) In a clean and dry condition,
 - (b) Daily to an employee whose exposure level, without regard to a respirator, is over 200 micrograms/cubic meter of lead as an 8-hour TWA, and
 - (c) At least weekly to other employees;
- (2) Provide for the cleaning, laundering, or disposal of protective clothing and equipment required by Section A;
- (3) Repair or replace required protective clothing and equipment as needed to maintain their effectiveness;
- (4) Ensure that employees remove all protective clothing:
 - (a) At the completion of a work shift, and
 - (b) Only in designated change areas;
- (5) Ensure that contaminated protective clothing which is to be cleaned, laundered, or disposed of, is placed in a closed container which:
 - (a) Is located in the designated change area, and
 - (b) Will prevent dispersion of lead;
- (6) Inform, in writing, any person who cleans or launders protective clothing or equipment of the potentially harmful effects of exposure to lead;
- (7) Ensure that a container required by Section B(5), above, is labelled as follows:

CAUTION: CLOTHING CONTAMINATED WITH LEAD. DO NOT REMOVE DUST BY BLOWING OR SHAKING. DISPOSE OF LEAD CONTAMINATED WASH WATER IN ACCORDANCE WITH APPLICABLE LOCAL, STATE, OR FEDERAL REGULATIONS; and

- (8) Prohibit the removal of lead from protective clothing or equipment by blowing, shaking, or any other means which disperses lead into the air.

.08 Housekeeping

A. Surfaces.

An employer shall maintain all surfaces as free as practicable of accumulations of lead.

B. Cleaning Floors.

- (1) An employer shall vacuum floors and other surfaces where lead accumulates.

- (2) When vacuuming or other equally effective methods are not feasible, an employer shall use wet methods, including wet sweeping, wet shovelling, or wet brushing.
- (3) Floors and other surfaces where lead accumulates may not be cleaned by the use of compressed air.
- (4) An employer may use dry methods only when vacuuming and wet methods are not practicable.

C. Vacuumping.

When vacuuming methods are used, the employer shall ensure that the vacuums are equipped with HEPA filters are used and emptied in a manner which minimizes the re-entry of lead into the workplace.

.09 Hygiene Facilities and Practices.

A. For the purpose of this regulation, employee exposure is that exposure which would occur without regard to the use of a respirator.

B. The employer shall ensure that in an area where employees are exposed to lead above the PEL:

- (1) Neither food nor beverage is present or consumed;
- (2) Tobacco products are not present or consumed; and
- (3) Cosmetics are not applied.

C. Designated Change Areas.

- (1) The employer shall provide clean designated change areas for employees who work in areas where their airborne exposure to lead is above the PEL.
- (2) The employer shall ensure that designated change areas are equipped with separate storage facilities for protective work clothing and equipment and for street clothes, sufficient to prevent cross-contamination.

D. Washing Facilities.

- (1) The employer shall ensure that employees who work in areas where their airborne exposure to lead is above the PEL, shower or wash at the end of the work shift.
- (2) The employer shall provide washing facilities in accordance with the applicable section(s) of 29 CFR 1926.62.
- (3) The employer shall ensure that employees who are required to shower or wash pursuant to Section D(1) do not leave the jobsite wearing any clothing or equipment worn during the work shift.

E. Food and Beverage Consumption Areas.

The employer shall:

- (1) Provide employees who work in areas where their airborne exposure to lead is above the PEL with food and beverage consumption areas:
 - (a) Sufficiently removed from the affected work area; and
 - (b) Readily accessible to employees; and
- (2) Ensure that employees who work in areas where their airborne exposure to lead is above the PEL, wash their hands and face prior to eating, drinking, smoking, or applying cosmetics.

- (3) Ensure that employees who work in areas where their airborne consumption areas with protective work clothing or equipment unless surface lead dust has been removed by vacuuming or other cleaning methods.

F. Lavatories.

The employer shall provide an adequate number of lavatory facilities which comply with the applicable section(s) of 29 CFR 1926.62.

.10 Medical Surveillance Program.

A. General.

- (1) The employer shall institute a medical surveillance program for all employees who are or may be exposed above the PEL level. A blood test to determine the lead level is required for all employees before engaged in operation of removing/cleaning the paint. The Department is responsible for its employees for blood test; however, the Contractor shall be responsible for his workers for such test.
- (2) The employer shall ensure that all medical examinations and procedures are performed by, or under the supervision of, a licensed physician.
- (3) The employer shall provide the required medical surveillance, as set forth in Regulation .11:
 - (a) Without cost to employees, and
 - (b) At a reasonable time and place.

B. Biological Monitoring.

- (1) Blood Lead and ZPP or FEP Level Sampling and Analysis: The employer shall make available to each employee covered under Section A(1), above, biological monitoring in the form of blood sampling and analysis for:
 - (a) Lead; and
 - (b) Zinc protoporphyrin (ZPP), or Free erythrocyte protoporphyrin (FEP) levels.
- (2) The biological monitoring shall be provided on the following schedule:
 - (a) Before assignment, when an employee is being assigned for the first time to an area in which airborne concentrations of lead are at or above the PEL level;
 - (b) At least every 2 months during the first 6 months to each employee covered under Section A(1), above, after that, every 6 months;
 - (c) At least every 2 months for each employee whose last blood lead sampling and analysis indicated a blood lead level at or above 40 micrograms/100g of whole blood, until two consecutive blood samples and analysis indicate a blood lead level below 40 micrograms/100g of whole blood;
 - (d) At least monthly during the removal period of each employee removed from exposure to lead due to an elevated blood lead level; and
 - (e) At the termination of employment.

(3) Follow-up Blood Sampling Tests.

When the results of a blood lead level test indicate that an employee's blood lead level exceeds the numerical criteria for medical removal under Regulation .12A(1), the employer shall provide a

second (follow-up) blood sampling test within 2 weeks after receiving the results of the first blood sampling test.

(4) Accuracy of Blood Lead Level Sampling and Analysis.

Blood lead level sampling and analysis provided pursuant to these regulations shall;

(a) Have an accuracy, to a confidence level of 95 percent, within plus or minus 15 percent or 6 micrograms/100ml, whichever is greater; and

(b) Be conducted by a laboratory which:

(i) Is licensed by the Centers for Disease Control (CDC), United States Department of Health and Human Services, or

(ii) Has received a satisfactory grade in blood lead proficiency testing from CDC in the prior 12 months.

(5) Employee Notification.

Within 5 working days after receiving biological monitoring results, the employer shall notify in writing:

(a) Each employee of their blood lead level; and

(b) Each employee whose blood lead level exceeds 40 micrograms/100g, that this chapter requires temporary medical removal with Medical Removal Protection benefits when an employee's blood lead level exceeds the numerical criterion for medical removal under Regulation .12A(1).

.11 Medical Examinations and Consultations

A. Frequency.

The employer shall make available medical examinations and consultations to each employee covered under Regulation .10A(1) according to the following schedule:

(1) Immediately, for each employee for whom a blood sampling test conducted at any time during the preceding 12 months indicated a blood lead level at or above 40 micrograms/100g;

(2) As soon as possible, upon notification by an employee that:

(a) The employee has developed signs or symptoms commonly associated with lead intoxication,

(b) The employee desires medical advice concerning the effects of current or past exposure to lead on the employee's ability to procreate a healthy child, or

(c) The employee has demonstrated difficulty in breathing during a respirator fit test or during respirator use; and

(3) As medically appropriate for each employee who was either:

(a) Removed from exposure to lead due to a risk of sustaining material impairment to health, or

(b) Otherwise limited pursuant to a final medical determination.

B. Content.

Medical examinations made available pursuant to Section A(1), above, shall include all of the following elements:

- (1) A detailed work history and a medical history, with particular attention to:
 - (a) Past lead exposure (occupational and non-occupational),
 - (b) Personal habits (smoking, hygiene), and
 - (c) Past gastrointestinal, hematologic, renal, cardiovascular, reproductive, and neurological problems;
 - (2) A thorough physical examination, with particular attention to teeth, gums, hematologic, gastrointestinal, renal, cardiovascular, and neurological systems;
 - (3) Pulmonary status, if respiratory protection will be used;
 - (4) A blood pressure measurement;
 - (5) A blood sample and analysis which determines:
 - (a) Blood lead level which meets the requirements of Regulation .10B(4).
 - (b) Hemoglobin and hematocrit determinations, red cell indices, and examination of peripheral smear morphology,
 - (c) Zinc protoporphyrin or free erythrocyte protoporphyrin,
 - (d) Blood urea nitrogen, and
 - (e) Serum creatinine;
 - (6) A routine urinalysis with microscopic examination; and
 - (7) Any laboratory or other test which the examining physician deems necessary by sound medical practice.
- C. The content of medical examinations made available pursuant to Section A(2) and (3), above, shall:
- (1) Be determined by an examining physician; and
 - (2) If requested by an employee, include pregnancy testing or laboratory evaluation of male fertility.
- D. Multiple Physician Review Mechanism
- (1) If the employer selects the initial physician who conducts any medical examination or consultation provided to an employee under this chapter, the employee may designate a second physician to:
 - (a) Review any findings, determinations, or recommendations of the initial physician; and
 - (b) Conduct the examinations, consultations, and laboratory tests the second physician deems necessary to facilitate this review.
 - (2) The employer shall promptly notify an employee of the right to seek a second medical opinion after each occasion that an initial physician conducts a medical examination or consultation pursuant to this chapter.
 - (3) The employer may condition its participation in, and payment for, the multiple physician review mechanism upon the employee doing the following within 15 days after receipt of the foregoing notification, or receipt of the initial physician's written opinion, whichever is later:
 - (a) The employee informing the employer that he or she intends to seek a second medical opinion; and

- (b) The employee initiating steps to make an appointment with a second physician.
- (4) If the findings, determinations, or recommendations of the second physician differ from those of the initial physician, the employer and the employee shall ensure that efforts are made for the two physicians to resolve any disagreement.
- (5) If the two physicians have been unable to reach agreement quickly, the employer and the employee, through their respective physicians, shall designate a third physician to:
 - (a) Review any findings, determinations, or recommendations of the prior physicians; and
 - (b) Conduct the examinations, consultations, and laboratory tests, and engage in discussions with the prior physicians that the third physician deems necessary to resolve disagreement of the prior physicians.
- (6) The employer shall act consistently with the findings, determinations, and recommendations of the third physician, unless the employer and the employee reach an agreement which is otherwise consistent with the recommendations of at least one of the three physicians.

E. Information Provided to Examining and Consulting Physicians.

- (1) The employer shall provide the initial physician conducting a medical examination or consultation under this chapter the following information:
 - (a) A copy of this chapter;
 - (b) A description of the affected employee's duties as they relate to the employee's lead exposure;
 - (c) The employee's exposure level or anticipated exposure level to lead and to any other toxic substance (if applicable);
 - (d) A description of personal protective equipment used, or to be used;
 - (e) Prior blood lead determinations; and
 - (f) Prior written medical opinions concerning the employee which are in the employer's possession or control.
- (2) The employer shall provide the foregoing information to a second or third physician conducting a medical examination or consultation under this chapter upon request either by the second or third physician, or by the employee.

F. Written Medical Opinions.

- (1) The employer shall obtain and furnish to the employee a copy of a written medical opinion from each examining or consulting physician which contains the following information:
 - (a) The physician's opinion as to whether the employee has any detected medical condition which would place the employee at increased risk of material impairment of the employee's health from exposure to lead,
 - (b) Any recommended special protective measures to be provided to the employee,
 - (c) Limitations to be placed upon the employee's exposure to lead,
 - (d) Any recommended limitation upon the employee's use of respirators, including, if a physician determines that the employee cannot wear a negative pressure respirator, a determination of whether the employee can wear a powered air purifying respirator, and
 - (e) The results of the blood lead determinations;

- (2) The employer shall instruct each examining and consulting physician:
 - (a) Not to reveal either in the written opinion, or in any other means of communication with the employer, any finding, including laboratory results, or diagnosis unrelated to an employee's occupational exposure to lead, and
 - (b) To advise the employee of any medical condition, occupational or non-occupational, which dictates further medical examination or treatment.

G. Alternate Physician Determination Mechanism.

The employer and the employee or authorized employee representative may agree to use any expeditious alternate physician determination mechanism in place of the multiple physician review mechanism provided by this chapter, provided that the alternate mechanism satisfies the other requirements contained in this chapter.

H. Chelation.

- (1) The employer shall ensure that any person whom he retains, employs, supervises, or controls does not engage in prophylactic chelation of any employee at any time.
- (2) If therapeutic or diagnostic chelation is to be performed by any person in Section H(1), above, the employer shall ensure that:
 - (a) It is done:
 - (i) Under the supervision of a licensed physician,
 - (ii) In a clinical setting,
 - (iii) With thorough and appropriate medical monitoring; and
 - (b) The employee is notified in writing before its occurrence.

.12 Medical Removal Protection

A. Temporary Medical Removal and Return of an Employee.

(1) Temporary Removal Due to Elevated Blood Lead Levels.

The employer shall remove an employee from work having an exposure to lead at or above the action level on each occasion that:

- (a) A periodic and a follow-up blood sampling test conducted pursuant to Regulations .10 and .11 indicates that the employee's blood lead level is at or above 50 micrograms/100g; or

(2) Temporary Removal Due to a Final Medical Determination

- (a) For the purposes of Section A(2), the phrase "final medical determination" means the outcome of either the multiple physician review mechanism or the alternate medical determination mechanism used pursuant to the medical surveillance provisions in Regulation .11, above.
- (b) The employer shall remove an employee from work having an exposure to lead at or above the PEL level on each occasion that a final medical determination results in a medical finding, determination, or opinion that the employee has a detected medical condition which places the employee at increased risk of material health impairment from exposure to lead.
- (c) When a final medical determination results in any recommended special protective measures for an employee, or limitations on an employee's exposure to lead, the employer shall implement the recommendations and act consistently with it.

(3) Return of the Employee to Former Job Status.

(a) The employer shall return an employee to his or her former job status in accordance with the following schedule:

(i) For an employee removed pursuant to Section A(1), when two consecutive blood sampling tests taken at least one month apart indicate that the employee's blood lead level is at or below 40 micrograms/100g of whole blood;

(ii) For an employee removed pursuant to Section A(2), when a subsequent final medical determination results in a medical finding, determination, or opinion that the employee no longer has a detected medical condition which places the employee at increased risk of material health impairment from exposure to lead.

(b) For the purposes of this subsection, the requirement that an employer return an employee to the employee's former job status is not intended to expand upon or restrict any rights an employee has or would have had, absent temporary medical removal, to a specific job classification or position under the terms of a collective bargaining agreement.

(4) Removal of Other Employee Special Protective Measures or Limitations.

The employer shall remove any limitations placed on an employee or end any special protective measures provided to an employee pursuant to a final medical determination when a subsequent final medical determination indicates that the limitations or special protective measures are no longer necessary.

(5) Employer Options Pending a Final Medical Determination.

When a multiple physician review mechanism, or alternate medical determination mechanism used pursuant to Regulation .11, has not yet resulted in a final medical determination with respect to an employee, the employer shall act as follows:

(a) Removal. The employer may remove the employee from exposure to lead, provide special protective measures to the employee, or place limitations upon the employee, consistent with the medical findings, determinations, or recommendations of any of the physicians who have reviewed the employee's health status.

(b) Return. The employer may return the employee to his or her former job status, end any special protective measures provided to the employee, and remove any limitations placed upon the employee, consistent with the medical findings, determinations, or recommendations of any of the physicians who have reviewed the employee's health status, with two exceptions:

(i) If the initial removal, special protection, or limitations of the employee resulted from a final medical determination which differed from the findings, determinations, or recommendations of the initial physician; or

(ii) If the employee has been on removal status for the preceding 18 months due to an elevated blood lead level, the employer shall await a final medical determination.

B. Medical Removal Protection Benefits.

(1) Definition of Medical Removal Protection Benefits.

For the purpose of this section, the requirements that an employer provide medical removal protection benefits means that an employer shall maintain the earnings, seniority, and other employment rights and benefits of an employee as though the employee had not been removed from normal exposure to lead or otherwise limited.

(2) Provision of Medical Removal Protection Benefits.

The employer shall provide to an employee up to 18 months of medical removal protection benefits on each occasion that an employee is removed from exposure to lead or otherwise limited pursuant to this chapter.

(3) Follow-up Medical Surveillance During the Period of Employee Removal or Limitation.

During the period of time that an employee is removed from normal exposure to lead, or otherwise limited, the employer may condition the provision of medical removal protection benefits upon the employee's participation in follow-up medical surveillance made available pursuant to this regulation.

(4) Workers' Compensation Claims.

If a removed employee files a claim for workers' compensation payments for a lead-related disability:

- (a) The employer shall continue to provide medical removal protection benefits pending disposition of the claim;
- (b) To the extent that an award is made to the employee for earnings lost during the period of removal, the employer's medical removal protection obligation shall be reduced by the amount of the award; and
- (c) The employer shall receive no credit for workers' compensation payments received by the employee for treatment-related expenses.

(5) Other Credits.

The employer's obligation to provide medical removal protection benefits to a removed employee shall be reduced to the extent that the employee receives:

- (a) Compensation for earnings lost during the period of removal either from a publicly or employer-funded made possible by virtue of the employee's removal.
- (b) Income from employment with another employer compensation program; or

(6) Employees Whose Blood Lead Levels Do Not Adequately Decline Within 18 Months of Removal.

(a) The employer shall take the measures prescribed by Section B(6)(b) with respect to any employee:

- (i) Removed from exposure to lead due to an elevated blood lead level; and
- (ii) Whose blood lead level has not declined within the past 18 months of removal so that the employee has been returned to the employee's former job status.

(b) The employer shall:

- (i) Make available to the employee a medical examination pursuant to this chapter to obtain a final medical determination with respect to the employee;
- (ii) Ensure that the final medical determination obtained indicates whether the employee may be returned to his or her former job status, and if not, what steps should be taken to protect the employee's health;
- (iii) When the final medical determination has not yet been obtained, or once obtained indicates that the employee may not yet be returned to the employee's former job status, continue to provide medical removal protection benefits to the employee until

either the employee is returned to former job status, or a final medical determination is made that the employee is incapable of ever safely returning to the employee's former job status.

(c) When the employer acts pursuant to a final medical determination which permits the return of the employee to the employee's former job status despite what would otherwise be an unacceptable blood lead level, later questions concerning removing the employee again shall be decided by a final medical determination.

(d) The employer need not automatically remove the employee pursuant to the blood lead level removal criteria provided by this regulation.

(7) Voluntary Removal or Restriction of An Employee.

Where an employer, although not required by this regulation to do so, removes an employee from exposure to lead or otherwise places limitations on an employee due to the effects of lead exposure on the employee's medical condition, the employer shall provide medical removal protection benefits to the employee equal to that required by Section B(2).

.13 Employee Information and Training

A. Training Program

(1) Each employer who has a jobsite in which there is a potential exposure to airborne lead at any level shall inform employees of this chapter.

(2) The employer shall:

(a) Institute a training program for employees subject to:

- (i) Lead exposure at or above the action level, or
- (ii) The possibility of skin or eye irritation; and

(b) Ensure their participation in the training.

(3) The employer shall provide initial training for those employees covered by Section A(2), above, before the time of initial job assignment.

(4) The training program shall be repeated at least annually for each employee.

(5) The employer shall ensure that each employee is informed of:

(a) The content of this chapter;

(b) The specific nature of the operations which could result in exposure to lead above the action level;

(c) The purpose, proper selection, fitting, use, and limitation of respirators;

(d) The purpose and a description of:

- (i) The medical surveillance program, and
- (ii) The medical removal protection program;

(e) The adverse health effects associated with excessive exposure to lead, with particular attention to the adverse reproductive effects on both males and females;

(f) The Engineering controls and work practices associated with the employee's job assignment;

(g) The contents of any compliance program in effect; and

(h) Instructions to employees that chelating agents should not:

- (i) Routinely be used to remove lead from their bodies, and
- (ii) Be used at all except under the direction of a licensed physician.

(6) The employer shall:

- (a) Obtain and include as part of the training program, the materials pertaining to the Federal Occupational Safety and Health Act, the regulations issued under the Act, and this chapter; and
- (b) Distribute them to employees.

B. Access to Information and Training Materials

- (1) The employer shall make readily available to all affected employees a copy of this chapter.
- (2) The employer shall provide to the Department upon request, all materials relating to the employee information and training program.

.14 Signs

A. General

- (1) The employer may use signs required by other statutes, regulations, or ordinances in addition to, or in combination with, signs required by this regulation.
- (2) The employer shall ensure that no statement appears on or near any sign required by this regulation which contradicts or detracts from the meaning of the required sign.

B. Signs

- (1) The employer shall post the following warning sign in each work area where the PEL is exceeded:

WARNING

HAZARD

LEAD WORK AREA

NO SMOKING, EATING OR DRINKING

- (2) The employer shall ensure that signs required by this regulation are illuminated and cleaned as necessary so that the legend is readily visible.

.15 Recordkeeping

A. Initial Determination and Exposure Monitoring

- (1) The employer shall establish and maintain an accurate record of:
 - (a) Initial determinations; and
 - (b) All monitoring required in Regulation .04.
- (2) This record shall include:
 - (a) The information required in Regulation .04;

(b) For each sample taken:

- (i) The date, or dates,
- (ii) The number of samples,
- (iii) The duration of sampling,
- (iv) The location,
- (v) The results on each sample taken, and
- (vi) Where applicable, a description of the sampling procedure used to determine representative employee exposure;

(c) A description of the sampling and analytical methods used and evidence of their accuracy;

(d) The type of respiratory protective devices worn, if any;

(e) Name, social security number, and job classification of the employee monitored and of all other employees whose exposure the measurement is intended to represent; and

(f) The environmental variables that could affect the measurement of employee exposure.

(3) The employer shall maintain the initial determination and exposure monitoring records for the longer of:

(a) 40 years; or

(b) The duration of employment plus 20 years.

B. Medical Surveillance

(1) The employer shall establish and maintain an accurate record for each employee subject to medical surveillance as required by Regulations .10 and .11.

(2) This record shall include:

(a) The name, social security number, and a description of the duties of the employee;

(b) One copy of each physician's written opinion;

(c) Results of any airborne exposure monitoring conducted for that employee and the representative exposure levels supplied to the physician; and

(d) Any employee medical complaints related to exposure to lead.

(3) The employer shall keep, or ensure that the examining physician keeps, the following medical records;

(a) A copy of the medical examination results, including medical and work history, required under Regulations .10 and .11.

(b) A description of the laboratory procedures together with a copy of any standards or guidelines used to interpret the test results or references to that information; and

(c) A copy of the results of biological monitoring.

(4) The employer shall maintain or ensure that the physician maintains the medical records for at least 40 years, or for the duration of employment plus 20 years, whichever is longer.

C. Medical Removals

- (1) The employer shall establish and maintain an accurate record for each employee removed from current exposure to lead pursuant to Regulation .12.
- (2) Each record shall include:
 - (a) The name and social security number of the employee;
 - (b) The date of each occasion on which the employee was removed from exposure to lead, together with the corresponding date on which the employee was returned to his or her former job status;
 - (c) A brief explanation of how each removal was, or is being, accomplished; and
 - (d) A statement with respect to each removal indicating whether the reason for the removal was an elevated blood lead level.
- (3) The employer shall maintain each medical removal record for at least the duration of an employee's employment.

D. Availability

- (1) Upon request, the employer shall make all records required by this chapter available to the Department for examination and copying.
- (2) Upon request, the employer shall make environmental monitoring, biological monitoring, and medical removal records required by this chapter available to affected employees or their authorized employee representative for inspection and copying.
- (3) Upon request, the employer shall make an employee's medical records required to be maintained by this regulation available to the affected employee or former employee, or to a physician or other individual designated by the affected or former employee for examination and copying.

E. Transfer of Records

- (1) When the employer ceases to do business:
 - (a) The successor employer shall receive and retain all records required by this chapter.
 - (b) If there is no successor employer to receive the records required by this chapter and to retain them for the prescribed retention period, the employer shall transmit these records to the Department.
- (2) At the expiration of the record retention period prescribed by this chapter, the employer shall:
 - (a) Notify the Department at least 3 months before the disposal of the records; and
 - (b) Transmit the records to the Department if requested within the period.

.16 Observation of Monitoring

A. Employee Observation

The employer shall provide affected employees or their designated representative an opportunity to observe monitoring of employee exposure to lead conducted pursuant to Regulation .04.

B. Observation Procedures

- (1) When observation of the monitoring of employee exposure to lead requires entry into an area where the use of respirators, protective clothing, or equipment is required, the employer shall:

- (a) Provide the observer with and ensure the use of the respirators, clothing, and equipment; and
 - (b) Require the observer to comply with all other applicable safety and health procedures.
- (2) Without interfering with the monitoring, observers shall be entitled to:
- (a) Receive an explanation of the measurement procedures;
 - (b) Observe all steps related to the monitoring of lead performed at the place of exposure; and
 - (c) Record the results obtained or receive copies of the results when returned by the laboratory.

- 605570 - JOINT REPAIR, (COMPRESSION SEAL), 2"
- 605571 - JOINT REPAIR, (COMPRESSION SEAL), 3"
- 605572 - JOINT REPAIR, (COMPRESSION SEAL), 4"
- 605623 - JOINT REPAIR, (COMPRESSION SEAL), 1 3/4"
- 605630 - JOINT REPAIR (COMPRESSION SEAL), 2 1/2"
- 605631 - JOINT REPAIR (COMPRESSION SEAL), 1 1/2"
- 605632 - JOINT REPAIR (COMPRESSION SEAL), 3/4"
- 605633 - JOINT REPAIR (COMPRESSION SEAL), 3/8"
- 605641 - JOINT REPAIR, (COMPRESSION SEAL), 1"
- 605662 - JOINT REPAIR (COMPRESSION SEAL), 5"

Description:

This work consists of furnishing all materials, cleaning and preparing the existing joints, including removal of the compression seal, and installing new compression seals in accordance with this Special Provisions, notes on the Plans and as directed by the Engineer.

Materials:

The elastomeric material shall be 100% virgin Polychloroprene (Neoprene), and shall meet the requirements of ASTM D2628 modified to omit the recovery test. The compression seal shall have the following physical properties as applicable ASTM tests.

<u>ASTM Standard</u>	<u>Physical Properties</u>	<u>Performance Requirements</u>
D2240 (Modified) D412	Hardness Tensile Strength Ultimate Elongation	60± points, Durometer (Type A) 200 psi, min. 250%, min.
D395 (Method B) D573	Compressive Set 70 hr. @212 degrees F. Heat Resistance (over aging) (70 hrs. @212 degrees F.)	40%, max.
	Change in durometer hardness	0 to +10 pts. max.
	Change in tensile strength	-20%, max.
D1360	Change in ultimate elongation Abrasion Resistance	-20%, max. Index of 200 or greater permissible
D1149	Ozone Resistance 20% strain, 300 pphm in ari, 70h @140 degrees F. (wiped) with toluene to remove surface contamination)	No cracks
D471	Oil Swell, ASTM Oil #3, 70h @ 212	45%, max.
D2240	degrees F., Weight change Low Temperature Stiffening, max 7 days @ 14 degrees F.	+15 points Durometer (Type A)

Adhesive for installing the compression seal shall be supplied by the same manufacturer supplying the compression seal.

Construction Methods:

Steel surfaces of the armor and/or angles to receive the compression seal shall be sand-blasted to a near white metal SSPC-10 immediately before the application of the adhesive and installation of the seal.

All welding steel cutting work shall conform to the applicable requirements of Subsection 605.17 of the Standard Specifications.

All concrete surfaces to receive compression seal shall be free from dirt, oil, rust and any other loose foreign debris which may be detrimental to effective joint sealing. Spalls and cracks shall be repaired with Acme Elastomeric Concrete or Ceva-Crete patch mortar or approved equal to form clean joint opening with sharp edges.

The Contractor shall follow the manufacturer's recommendations in surface preparation, application of adhesive, and installation of the compression seal. Any contradiction found between these Special Provisions and the manufacturer's recommendation, the latter will prevail.

Method of Measurement:

The quantity of compression seal joints repaired will be measured by the linear foot of the size(s) applicable to this Contract.

Basis of Payment:

The quantity of compression seal joint repair will be paid for at the Contract unit price per linear foot. Price and payment will constitute full compensation for removal of the existing compression seal, furnishing all materials, surface preparation concrete and/or steel as applicable, spall and crack repair, installation of the seal, for all labor, equipment, tools, all necessary incidentals to complete the work.

03/13/01

605616 - MOISTURE CURED URETHANE PAINT SYSTEM (RECOATING)
605620 - MOISTURE CURED URETHANE PAINT SYSTEM (RECOATING, S.F.)

Description:

The items shall consist of recoating a portion or the entire existing steel structure as specifically indicated on the Plans.

Material:

All paint used on any one structure shall be produced by a single manufacturer; and the coating system shall conform to the minimum requirements as noted below.

Primer

Generic Type: Zinc - rich, single-component, moisture-cured urethane
 Vehicle Type: Moisture-cured urethane
 Volume of Solids: 60% Minimum
 Pigment Type: 3.5 lbs/gal. Zinc dust
 Pigment Content: 75% min. (ASTM D2371)
 Zinc Iron Oxide
 Content in Dry Film
 by Wt (ASTM D521): 83% Minimum
 Zinc Dust Particle
 Size (Ave.): 3-5 microns
 Coverage: 3 mils DFT minimum
 Isocyanate Content: 8.7% min. to 10.3% max.
 VOC: Not to exceed 2.8 lbs/gal
 Weight Per Gallon: Minimum 22 lbs/gal

Intermediate Coat

Generic Type: Micaceous Iron Oxide-filled, single-component, moisture cured polyurethane
 Vehicle Type: Moisture-cured polyurethane
 Volume Solids: 60% minimum
 Solids by Wt.: 79% ± 2.0 min.
 Pigment Type: 4.0 lbs/gal. Micaceous Iron Oxide Tinted to distinguish from primer and topcoat
 Color: Tinted to distinguish from primer and topcoat
 Coverage: 3 mils DFT minimum
 VOC: Not to exceed 2.8 lbs/gal
 Weight Per Gallon: Minimum 12 lbs/gal

Topcoat:

Generic Type: Micaceous Iron Oxide - filled, single-component, moisture-cured, aliphatic polyurethane
 Vehicle Type: Moisture-cured polyurethane
 Vehicle Solids: Minimum not > 50% of weight of solids
 Volume Solids: 60% minimum
 Solids by Weight: Minimum 73% ± 5% Depending on color
 Pigment Type: 4.0 lbs/gal Micaceous Iron Oxide
 Finish: Flat (low gloss)
 Color: To be specified in the Plans
 Coverage: 3 mils DFT minimum
 VOC: Not to exceed 3.0 lbs/gal
 Weight Per Gallon: Minimum 12 lbs.

All M.I.O. (Micaceous Iron Oxide) filled products must conform to ASTM D5532-94 standard, Type I and have a certification of its conformance from the Raw Materials Manufacturer. Each single coat of paint shall be a color different from the others. The color of the primer and intermediate paint shall be at the

Contractor's option, and shall provide contrast with the underlying substrate or previously applied paint. The color of the finish paint shall be as specified in the Contract Plans.

Successive time interval for coating in between prime coat, intermediate coat and finish coat shall be a minimum of four (4) and a maximum of 14 days. If the Contractor fails to complete the painting during the established period, the surface area shall be cleaned at the Contractor's expense if necessary as determined by the Engineer.

The Contractor may use one of the following approved paint systems:

1. Wasser High-Tech Coatings, Kent, WA 98032
 - Primer: Wasser MC Zinc (spot)(3 Mil, DFT)
 - Intermediate: Wasser MC-FERROX B (3 Mil, DFT)
 - Finish: Wasser FERROX A (3 Mil, DFT)
2. Sherwin Williams
 - Primer: Corothane I - Zinc Primer @ 3 mils DFT
 - Intermediate: Corothane I - IRONOX B @ 3 mils DFT
 - Finish: Corothane I - IRONOX A @ 3 mils DFT
3. - approved equal

Basis of Acceptance - All components of the system (primer, intermediate and finish coats) will be accepted on the basis of the manufacturer's written certification that the batch(s) produced meets their product specification. In addition, the Contractor shall submit a one quart sample of each component of the system (primer, intermediate and finish coats) to the DelDOT Materials and Research Section 30 days prior to the start of painting. The samples submitted shall be from the paint to be used on the bridge(s) with the same batch numbers and shall be labeled with the manufacturer's name, product name, compartment part, batch number, date of manufacturer, and the bridge on which it is to be used.

Only paint arriving at the work site in new, unopened containers shall be used.

Containers of paint shall be labeled with the manufacturer's name, product name, compartment part, batch number, date of manufacturer and shelf life date. Paint in containers having expired shelf life dates shall be immediately removed from the work site.

Construction Methods:

All structural steel members, unless otherwise noted on the Plans railings, fascia, downspouts, and other miscellaneous steel items that have been previously painted shall be cleaned and primed, and painted two full coats of paint, the intermediate coat and the finish coat.

Surface Preparation - Surfaces to be cleaned shall be identified in the following manner:

Surfaces specified to be recoated shall be cleaned to bare metal in accordance with SSPC-SP11, Power Tool Cleaning to Bare Metal.

The perimeter or edge of intact paint adjoining the cleaned surface shall be feathered back and the adjoining paint shall be tightly adhered. Ragged edges on intact paint will not be allowed. Adherence will only be considered satisfactory if the adjoining remaining paint is smoothly feathered back and cannot be removed by lifting with a dull putty knife. After power tool cleaning operations are completed, all residue generated by the cleaning work shall be removed by vacuuming using HEPA filtered vacuums.

Surfaces shall be accepted by visual comparison to a project prepared standard. The Contractor shall prepare the project standard by power tool cleaning a representative area on the structure that is being prepared for painting. The prepared standard shall generally conform to SSPC-Vis 3, "Visual Standard for Power and Hand Tool Cleaned Steel", Pictorial Standard E SP11, F SP11, and G SP11, as applicable, and shall be approved by the Engineer before the start of general cleaning work. At least one standard shall be prepared for each structure that is being specified for cleaning. More than one standard may be necessary if the cleaned steel differs significantly from the photographic standards due to surface conditions or other

factors. Each standard shall be at least 1' X 1' in size, and shall be located in an area of the structure that is accessible to, and approved by the Engineer.

The Contractor shall protect the projects standard from corrosion and contamination throughout the duration of work. Protection shall be by applying a clear coat of polyurethane, or other means. At the completion of cleaning work, the project standard shall be recleaned and painted in accordance with this specification. If in the opinion of the Engineer the project standard becomes deteriorated, or otherwise ineffective, it shall be re-established in accordance with this specification, at no additional cost to the Department.

The surface areas designated to be overcoated shall be solvent cleaned after water blasting.

Painting -

Manufacturer's Instructions - At least 5 working days prior to the start of work, the Contractor shall provide the Engineer with one copy of the paint manufacturer's current Technical Data and Material Safety Data Sheets for the paint materials being furnished. Instructions, suggestions, and precautions contained in the data sheets shall be followed to the extent that they do not contradict the provisions of this specification.

Specifications and Inspection Equipment - Prior to the start of and throughout the duration of work, the Contractor shall be required to supply the Engineer with the following:

One bound copy each of the Steel Structures Painting Council surface preparation specifications, SSPC-SP1, Solvent Cleaning and SSPC-SP11, Power Tool Cleaning to Bare Metal;

One bound copy of the Steel Structures Painting Council pictorial standard, SSPC-Vis 3, Visual Standard for Power and Hand Tool Cleaned Steel;

One bound copy of the Steel Structures Painting Council method SSPC-PA2, Paint Application Specification No. 2 - Measurement of Dry Film Thickness with Magnetic Gages;

One Air Thermometer, pocket type, 1-200°F;

One Surface Thermometer, 0-300°F; and

One Magnetic Dry Film Thickness Gage, Type 2 (fixed probe);

Atmospheric Conditions - Painting shall not be performed unless all the following conditions are met:

The receiving surface is clean and free of "rustback" and free of condensation and visible moisture; and

The receiving surface and ambient air temperature shall be as recommended by the paint manufacturer, except that in no case shall painting work to be performed when the surface and ambient temperatures are less than 35°F or greater than 100°F.

Mixing Paint - All paints shall be thoroughly mixed with mechanical mixers in accordance with the manufacturer's recommendations.

Solvent Restrictions - Thin only with approved manufacturer's thinner. Thinning is allowed only in strict accordance with manufacturer's recommendations and state VOC regulations. Unauthorized use of solvents shall result in recleaning and repainting of the surface in accordance with this specification, at the Contractor's expense.

Paint Application - Paint coatings may be applied using brush, roller, or spray methods, unless prohibited by the contract documents. When spray painting is prohibited, paint shall be applied using brushes or rollers only.

Stripe painting with primer will be required on the following surfaces cleaned to bare metal. All welds, rivets, bolts, nuts, and edges of plates, angles, lattice, pieces or other shapes, and corners and crevices

shall be "striped" with primer before the general prime coat is applied. All stripe painting will be performed using a brush only. No other method of paint application will be allowed for stripe painting.

Complete protection against paint spatter, spillage, overspray, wind blown paint, or similar releases of paint shall be provided. Covers, tarps, mesh, and similar materials shall be placed around the work area to protect public and private property, pedestrian, vehicular, marine or other traffic, all portions of the bridge, highway appurtenances, waterways, and similar surrounding areas and property, upon, beneath, or adjacent to the structure.

Number of Coats - Areas cleaned to bare metal and specified the item Recoating shall be painted with one coat of primer. After the primer has dried, all surfaces shall be painted with two full coats of paint, the intermediate and the finish coat.

The bridge bearings that have received a coating of anti-corrosive grease shall receive a coat of finish paint from the 3rd coat of paint from the 3 coat system. The purpose is to blend the grease color with the structural steel being painted. Care shall be taken not to apply too much paint onto the bridge bearings and bottom flanges of the girders when painting the grease in order to avoid "mudcracking" of the paint system of the structural steel.

Film Thickness - Paint shall be applied in sufficient quantity to produce the minimum dry film thickness specified under Material, Paint.

Painting Schedule - Primer shall be applied on the same day of the cleaning operation and before rusting occurs to the cleaned surface. Failure to apply primer to a cleaned surface within 8 hours shall result in recleaning the surface in accordance with this specification at no additional cost to the Department.

The intermediate paint shall be applied to the receiving surface within 14 days of the application of the previous coating (primer), or within the manufacturer's recommended schedule for recoating, whichever is less.

The finish paint shall be applied to the receiving surface within 14 days of the application of the previous coating (intermediate), or within the manufacturer's recommended schedule for recoating, whichever is less.

Areas failing to meet the specified minimum dry film thickness shall be recoated with the same type of paint to produce at least the total dry film thickness required. Paint applied containing thinners, paint applied to contaminated surfaces, and paint applied contrary to this specification shall result in recleaning and repainting the surface. The work of recleaning and repainting, if required, shall be done by the Contractor to the satisfaction of the Engineer at no additional cost to the Department.

If a coat of anti-corrosive grease (NLGI Grade 2, either Mobile Centaur Moly Grease, Shell Rhodina SDX 2 Grease or approved equal) is applied to an area on the bridge (such as the bearings) then the grease shall be sprayed with the finish coat of the bridge paint being used providing that the bearing for other areas that are designated to receive the grease have already been cleaned and painted.

Material Storage - Paint in storage shall be protected from damage and maintained between 40°F and 85°F. Paint not used before the expiration shall be immediately removed from the project site.

Painting of Galvanized Steel -

All galvanized surfaces (downspouts, etc.) shall be painted with a moisture cure aluminum paint that is designed to adhere to galvanized steel surfaces. The moisture cure aluminum paint must follow the following requirements:

<u>1 coat system</u>	
Generic type:	Aluminum filled aromatic moisture cure urethane
Vehicle type:	Moisture cured aromatic polyurethane
Pigment type:	Minimum 2 lbs/gal non-leaching aluminum
Coverage:	2 mils D.F.T. minimum
VOC:	Not to exceed 3.5 lbs/gal
Weight per gallon:	9.2 lbs/gal

Solids by volume: 52.0 ± 1.0%
Shelf life: 6 months from date of shipment, in unopen original containers stored at temperatures below 86°F.

Stenciling Requirement - At the completion of the painting work, the completion date (month and year) and the bridge number, shall be stenciled on the structure in 3-inch numbers. The paint used for this marking shall be the same as the topcoat except the color shall be black. The numbers shall be stenciled on the outside of each fascia beam at the approaching traffic end of the structure, on a location designated by the Engineer. The Contractor shall paint the month and year of the existing stenciling after the existing stenciling area is cleaned and painted if so required in case of partial painting of the structure.

Method of Measurement:

Payment shall be made at the lump sum price bid and/or square foot basis as applicable to the Contract item(s).

Basis of Payment:

The payment for the item(s) shall be made at the contract unit price bid per Lump Sum for items 605616 and per Square Foot for item 605620, which constitutes full compensation for furnishing all materials, equipment necessary to complete the work, cost of providing protection against damage during paint application, for all labor, tools and necessary incidentals to complete the job.

Progress payments will be made based on the percentage of the structure primed and painted two full coats of paint in accordance with the specification. The percentage shall be computed as the ratio of the length of structure primed to the total length of structure. The percentage of payments to be paid to the Contractor shall be 25%, 50%, 75%, and 100% after the completion of the job.

When used on projects in conjunction with overcoating (Item 605619), Item 605620 shall constitute payment for the primer and intermediate coats only. Topcoat shall be paid under Item 605619.

5/15/13

605636 - CLEAN AND LUBRICATE BRIDGE BEARINGS

Description:

This work consists of cleaning and lubricating existing bridge bearings as indicated on the Plans and as directed by the Engineer.

Materials:

The lubricant for the bearings shall be waterproof, corrosive resistant and capable of being applied as described below.

Construction Methods:

The bearings specified to be lubricated shall be cleaned by high pressure water flushing at 5,000 psi (35 MPa). Debris that remains shall be removed by hand chipping. Bearings shall be allowed sufficient time to dry before lubrication. Lubricant shall be applied at sufficient pressure and rate so that it can cover the contact surface completely. A final film of 1/16" (2 mm) minimum shall be obtained on exposed area of bearings.

Method of Measurement:

The quantity bridge bearings cleaned and lubricated will be measured as the actual number of each cleaned lubricated and accepted.

Basis of Payment:

The quantity of bridge bearings cleaned and lubricated will be paid for at the Contract unit price per each. Price and payment shall constitute full compensation for furnishing and placing all materials, for cleaning, for all labor, equipment, tools and incidentals required to complete the work.

12/18/02

605654 - ASPHALTIC PLUG JOINT

Description:

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

Materials:

Closure plate: The closure plate shall be Mild Steel, AASHTO M 270 Grade 36 (AASHTO M 270M Grade 250) and dimensions shall be 0.25 inch (6.35 mm) thick, 8 inches (203 mm) wide, 4 feet (1.219 m) long, perforated with 0.25 inch (6.35 mm) holes along the center line spaced not more than 1 foot (0.3048 m) apart.

Binder: The binder shall be Modified Elastomeric and shall meet or exceed the requirements of ASTM 6690 and AASHTO M324 Type-I with the following minimum physical properties:

Softening Point:	83 °C min.	ASTM E28
Flow (@ 60°C):	3 mm max.	ASTM D3407
Penetration:	90 max. @ 25°C	ASTM D5329
Resilience:	40-70	ASTM D5329
Ductility @ 25°C:	40cm min	ASTM D113
Bond @- 29°C, 50%:	Pass 3 cycles	ASTM D 5329
Bond @ -18°C, 50%:	Pass 3 cycles	ASTM D5329
Tensile Adhesion:	700% min.	

Aggregate: The stone type shall consist of Granite, Basalt, Gabbro, Porphyry or Gritstones. The aggregate shall be double-washed and double crushed to ensure angular and cubic formations (less than 20% should have a minimum dimension or thickness of less than 0.6 of the mean of the normal size). The aggregate shall meet the follow gradation requirements:

Sieve Size	Percent Passing
1"	100
3/4"	85 – 100
1/2"	45- 75
3/8"	20 – 45
1/4"	0 – 20
Washed #200	<1

Backer Rod: The Backer Rod shall be a closed-cell foam capable of withstanding the temperature of the hot binder.

Density:	2 lb/ft ³ (32.04 kg/m ³), min.
Tensile Strength:	30 psi (207 kPa), min.
Compression:	5 psi (35 kPa) @ 25%, min.
Water Absorption:	0.03 g/cc by weight, min.
Temperature @ 210°C:	No melting
Locating Pin:	Galvanized 16D Common Nail ASTM A153

Parapet Joint Seal: The joint seal shall be a two component (1) viscous blend that can be used on vertical or nearly vertical faces of a parapet or curb or (2) a self-leveling seal for use in a sidewalk. The material shall bond to both the asphaltic joint seal material and concrete, creating a watertight system. The material shall meet the following requirements:

Flow (@93°C) 5 hrs.	0	ASTM D5329
Penetration @25°C, 150g, 5 sec.	80 dmm max.	ASTM D5329
Penetration @-18°C, 200g, 60 sec.	18 dmm max.	ASTM D5329
Resilience @25°C	85% min.	ASTM D5329
Bond @-20°C, 100%, non immersed	Pass 3 cycles	ASTM D5329
Bond @-20°C, 100%, water immersed	Pass 3 cycles	ASTM D5329
Tensile Adhesion	800% min.	ASTM D412c

The material shall be used in conjunction with a backer rod, sized as per manufacturer's recommendations.

Equipment

The equipment required will consists of a small self-propelled dry cut saw; a pneumatic compressor of 185 ft² (5.24 m²)/min capacity; a Hot-Compressed Air Lance (HCA Lance), capable of delivering flame retarded air stream with a temperature of 3,000°F (1,648 °C), at a speed of 2,950 ft/s (900 m/s); Rotating vented or un-vented drum type mixers each with a Hot-Compressed Air Lance (HCA Lance), or a pressure - air injection torch (PAT torch); a double boiler melter unit that is equipped with agitation and an automatic temperature control which can accurately maintain the material temperature from 100 - 650°F (38 - 343°C); a thermometer gauge to monitor the material temperature must be provided; the burner system shall have a safety pilot capable of shutting off the gas supply in the event of a flameout; 100 lb (45.36 kg) bottles of propane or smaller; a vibratory roller or plate capable of compacting up to 1 inch (25 mm) in one pass; a hand held calibrated digital temperature sensor; a chopsaw with carbide blade, if needed; Sandblasting equipment, required only for installation in a concrete overlay; Safety clothing and equipment as required by OSHA.

Construction Methods:

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

- Marking out: The joint shall be located centrally over the Deck Expansion Gap or Fixed Joint and marked out to the recommended width of 20 inches (500 mm).
- Excavation: The joint shall be excavated by the use of saws and pneumatic hand tools. Where possible, saws shall be set to cut the full-required depth of the wearing surface and any membrane present. Variations in the depth of the wearing surface across the road should be considered to insure, where possible, that the deck is not damaged. All debris from the excavation channel shall be removed to allow the full volume of new joint to be installed.
- Cleaning: The entire channel must be thoroughly cleaned and dried. Small debris will be removed by using compressed air. The Hot Compressed Air Lance will then be applied throughout the length of the channel. Installation in concrete overlays requires sandblasting of the concrete vertical walls and adjacent deck area prior to the use of the HCA lance application.
- Repairs: Spalled and defective concrete shall be repaired by an approved material as agreed upon by the Project Engineer.
- Caulking: The gap shall be caulked along with the backer rod, allowing for approximately 10 (25 mm) of binder in the gap on top of the rod. If previous caulking is intact and will hold the binder, it may be used to take the place of the backer rod. A small amount of hot binder should be placed onto the caulking to insure that the gap is adequately plugged.
- Tanking: Immediately after cleaning and caulking, the entire channel shall be coated with a thin layer of hot binder. If significant delay occurs, the channel shall be inspected to determine if re-cleaning is necessary.

Plating: The gap shall be bridged with the steel plates centered over the gap by placing locating pins in the centerline of the plate. There must be at least 2 inches (50 mm) between the edge of the steel plate and the wall of the channel. Once the locating pins are in place, the top of the plate shall be coated with a thin layer of hot binder.

Material Preparation:

Aggregate: The aggregate must be heated in a vented or un-vented rotating drum mixer by the use of a hot compressed air lance (HCA Lance), or a pressure - air injection torch (PAT torch). Once the aggregate has been heated to a temperature of 370-380°F (188 - 193°C), it is then coated with a small quantity of binder. 1 gal (3.785 liters) of binder per 100 lb (45.36 kg) of stone should sufficiently coat the stone.

Binder: The binder shall be heated to the recommended pouring temperature, 370 - 385°F (188 - 196°C). At no time shall the recommended safe heating temperature of 400°F (204°C) be exceeded.

Material Installation:

Layers of hot pre-coated aggregate not more than 2½ inches (63 mm) thick shall be placed in the channel and immediately covered to the level of the coated aggregate. This will ensure that the 3:1 weight ratio of aggregate to binder has been achieved. Layers shall be raked to insure the aggregate is completely coated and that all air pockets are eliminated. This process shall cease approximately ¾ inch (19mm) from the top of the channel.

Surface Layer: The surface layer shall be applied as other layers except that the pre-coated aggregate is not flooded with binder. The pre-coated aggregate shall be transferred to the joint and leveled slightly higher than the adjacent road surface. On a standard 2 inch (50 mm) deep joint, the top-coat should be ¼ inch (6 mm) higher than the road surface. Deeper joints will require higher levels before tamping.

Compaction: Compaction should take place after the joint has cooled to approximately 225°F (107°C). The joint surface shall be made flush with the existing road surface by using the vibratory plate or roller.

Top-coating: After compaction, lines of 4-inch (100 mm) tape are placed 1 inch (25 mm) beyond the joint width on each side of the joint to insure evenness of appearance. The joint and at least 1 inch (25 mm) of the road surface shall be top-coated with the hot binder until the surface is smooth and absent of voids. If it is impossible to topcoat the joint during the same working day/night, it is allowable that the topcoat step be completed on the next working day/night. However, the surface must be cleaned, dried, and heated with the HCA Lance.

Surface Dressing: Immediately after top-coating, an anti-skid material is spread evenly over the joint to eliminate material tracking (Black Beauty Sand, Medium Grade).

Final Preparation: Prior to departure the crew will insure that the entire work area is clean of debris.

Temporary Joint: In the event of a work stoppage while constructing a joint, the following procedure can be used for low ADT roadways (<20,000). Fill the cavity with cold uncoated aggregate to the level of the road surface and top the aggregate with binder to form a temporary riding surface. Roadways with an ADT greater than 20,000 will require material similar to cold-patch asphalt.

Parapet Joint Seal: After curing of the asphaltic joint material, the parapet joints shall completely along the traffic face of the parapet, following all of the manufacturer's surface preparation and installation procedures.

During installation and surface preparation, a Manufacturer Representative will be on site to oversee and direct the operation for conformance with manufacturer's specifications of both the asphaltic and parapet joint seals.

Method of Measurement:

The quantity of Elastomeric Joint Seal will be measured as the number of linear feet (linear meters) of Elastomeric Joint Seal installed and accepted. Depth and width shall vary per location and shall be specified in the Plans. Parapet joint sealing shall not be measured.

Basis of Payment:

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

5/11/07

605690 - COATING WARRANTY

Description:

There shall be a special project warranty guaranteeing the performance of the complete coating systems, including surface preparation, materials, and application against failure for a **period of two (2) years from the date of final acceptance.**

The Project Warranty and Guarantee to be submitted shall be signed and attested to by two (2) corporate officers of the Prime Contractor. The Prime Contractor, regardless of which Contractor applies the paint system, will ultimately be responsible for the Warranty and Guarantee. The Contractor shall supply, prior to the start of painting, the name, address, and phone number of the designated contact person for all issues involving the Project Warranty. Joint warranties or guarantees between Contractor/Sub-Contractor or Contractor/Coatings Manufacturer will not be accepted.

Warranty Bond Requirements: The Contractor shall submit to the Department a warranty bond at the final acceptance of project to insure the State of Delaware of performance during the two (2) year Project Warranty and Guarantee period. The warranty bond shall be an amount equal to one hundred percent (100%) of the total Contract quantity paid at the unit prices specified in the bid proposal for all items related to preparation, cleaning, bridge painting, and maintenance of traffic to perform 2 year required warranty work. The amount of the warranty bond does not relieve the Contractor of his/her responsibility to repair all required areas within the warranty period. The bond shall be retained for two (2) years from that date and after a joint meeting between the Engineer and the Contractor to determine ultimate acceptance.

Warranty Evaluation Review: The State of Delaware shall notify the Contractor in writing of any failure of the coating system discovered within the warranty period. This notice shall be in writing and sent by registered mail, or other special delivery service, cost prepaid, return receipt requested, to the Contractor. All such notices when deposited in the mail, or shipped, shall be considered served when deposited.

The Contractor shall respond within 30 days of said notice to acknowledge receipt and to submit a plan of action to complete the repairs.

The Contractor will be given full and complete opportunity, not interfering with the State of Delaware activities, to inspect and test the alleged failure and coatings.

During the month before the end of the warranty period, the Engineer will inspect the bridge thoroughly for failures of the coating system. This semifinal warranty inspection will be performed jointly by the Department and the Contractor with equipment supplied by the Contractor at his/her expense. The inspection equipment shall be OSHA approved, vehicle mounted, and provide access to all areas of the structure. Traffic control and required signing shall be the Contractor's responsibility and at the Contractor's expense during the semifinal warranty inspection. The Contractor's traffic control plan shall be in accordance with the DelDOT traffic control manual and shall be submitted to the Department for approval.

Failure of the Coating System Definition

- 1) Active Corrosion of the substrate equivalent to ASTM D610 or SSPC-VIS 2, rust grade 7(0.3% of the surface) or worse; loss of adhesion from the substrate.
- 2) Cracking, checking, mudcracking, alligatoring, finning, wrinkling, sagging, flaking, intercoat delaminations, running, or peeling determined visually by the Engineer and verified by destruction of coating in disputed areas.
- 3) Sub-film corrosion determined visually by the Engineer and verified by destruction of coating in disputed areas.
- 4) Loss of adhesion greater than or equal to a rating of 2A in ASTM D3359-95a (Standard test Methods for Measuring Adhesion by Tape Test) test method A-X-Cut tape test.
- 5) Erosion of the film at a rate of two (2%) percent of the coating surface of any contiguous area as defined below per year or greater determined by Engineer measuring actual areas of failures.

- 6) Non-uniformity of topcoat color such as patches, streaks, chalking, or patterns discernable from a distance of ten feet (three meters) or greater that cannot be eliminated by washing.

Failure of the coating system shall be considered to have occurred if the sum of the failures described above is greater than two (2) percent of the coating surface of any single contiguous area as defined below. The SSPC "Guide to Vis-2" shall be used as a guide in determining failure.

A contiguous area is defined as:

- 1) Each face (including top flange and top of bottom flange) of each stringer beam in each span; or
- 2) Each bottom of the lower flange in each span; or
- 3) Each diaphragm; or
- 4) Each bearing

Warranty Repair Requirements: The Contractor shall, within 120 days after receipt of written notice, correct any failures in materials and workmanship which develop within the guarantee period. Variations to the 120 day requirement may be granted if the Contractor is impeded by permits, traffic control, weather, construction, or any other State projects not under the Contractor's control. Extensions will be granted as per the Engineer's recommendations. The Contractor must also correct and/or repair any damage to other work or property of the State of Delaware caused by defective materials, equipment or workmanship when performing said warranty repairs. The Engineer will determine the degree of the repair or corrective procedure.

In the event the Engineer determines that there is a coating failure, the Contractor will be obligated under this Warranty and Guarantee to provide labor, materials, and equipment at his /her own expense to repair and/or replace the coating system to the performance requirements of the original Contract. The extent of repair and/or replacement will be determined in a cooperative effort by the Contractor and the Engineer. Maintenance of traffic and access to the failure areas, including railroad permits and coordination, shall be at the Contractor's expense. Overcoated and recoated areas are to overlap a properly performing adjacent coating system. Any fascia girders/beams or areas visible to the public will receive a cosmetic topcoat to promote a uniform color and appearance of the painted structure. This will only occur if a failure or repair create a discontinuity of the visible appearance as determined by the Engineer.

Exclusions to the Warranty and Guarantee:

Excluded from the Warranty and Guarantee are any and all damages that occur after acceptance of the coating system by the Engineer that are not a direct result of normal usage (i.e. collisions, fires, structural failure, acts of God etc.). Exclusions also include any areas agreed to in writing by both the Contractor's representative and the Engineer before the initiation of the project.

The foregoing guarantee and obligations shall not deprive the State of Delaware of any action, right or remedy otherwise available for breach of any of the provisions of the Contract documents. The periods referred to above shall not be construed as a limitation on the time in which the State of Delaware may pursue such other actions, right or remedy.

Method of Measurement & Basis of Payment:

Coating warranty will not be measured. There will be no separate payment for coating warranty. All cost for providing the coating warranty will be considered as incidental to the coating (painting) item(s) on the Contract.

3/14/02

605692 – SILICONE JOINT SEAL

Description:

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

Materials:

Sealant:

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

Backer Rod:

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

Construction Methods:

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

The installation of the silicone sealant is to be done as soon after cleaning and backer rod placement as reasonably possible to insure the joints are still clean and dry. In the event the joint does become contaminated, damp, or wet, the backer rod shall be removed, the joint cleaned and dried, and a new backer rod installed. The silicone sealant shall be placed according to the manufacturer's recommendations and to the shape and dimensions shown in the plans. Any failure of the sealed joint due to lack of adhesion or cohesion of joint material; improper or unsatisfactory workmanship by the Contractor; or damage by the Contractor's operations or traffic will be cause for rejection. The joint shall be repaired to the Engineer's satisfaction at no additional cost to the Department.

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

Method of Measurement:

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

Basis of Payment:

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

9/9/02



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

SHAILEN P. BHATT
SECRETARY

January 2, 2015

ENVIRONMENTAL REQUIREMENTS

FOR

State Contract No. T201507604
Federal Aid No.: EBHN-2015(09)

Contract Title: Structure Maintenance, Open End, South, 2015, 2016, 2017

In accordance with the procedural provisions for implementing the National Environmental Policy Act of 1969, as amended, the referenced project has been processed through the Department's Environmental Review Procedures and has been classified as a Level D/ Class II Action.

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 DeIDOT not specified within the contract, but listed below, are the responsibility of the contractor and is 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.

SPECIAL CONDITION:

1. As bridges are identified they will be submitted to the Environmental Studies Office to determine if there is any historical significance associated with the bridge and what cultural compliance documentation and/or approvals are needed. Likewise natural resource evaluations will be undertaken to determine permit requirements, RTE issues, time of year restrictions for bird and/or fisheries resources, etc. No work will take place until all permits and approvals have been acquired and a PA CEE has been prepared for the individual structures. Notes in the contract document will specify that no work could begin until written approval is received from the ESO.



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DEPARTMENT OF TRANSPORTATION
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 SECRETARY

RAILROAD STATEMENT
For

State Contract No.:T201507604

Federal Aid No.:EBHN-2015(09)

Project Title: Structure Maintenance, Open End, South 2015, 2016, 2017

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 |


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

12/23/2014

 DATE

BID PROPOSAL FORMS

CONTRACT T201507604.01

FEDERAL AID PROJECT EBHN-2015(09)

DELAWARE DEPARTMENT OF TRANSPORTATION
SCHEDULE OF ITEMS

PAGE: 1
DATE:

CONTRACT ID: T201507604.01

PROJECT(S): EBHN-2015(09)

All figures must be typewritten.

CONTRACTOR : _____

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS

SECTION 0001 Category 0001

0010	207000 EXCAVATION AND BACKFILL FOR STRUCTURES	50.000 CY				
0020	209002 BORROW, TYPE B	20.000 CY				
0030	209006 BORROW, TYPE F	20.000 CY				
0040	302008 GRADED AGGREGATE BASE COURSE, TYPE B, PATCHING	40.000 CY				
0050	302011 DELAWARE NO. 3 STONE	40.000 TON				
0060	401821 BITUMINOUS CONCRETE, SUPERPAVE, TYPE C, 160 GYRATIONS, PG 64-22, PATCHING	25.000 TON				
0070	401822 BITUMINOUS CONCRETE, SUPERPAVE, TYPE B, 160 GYRATIONS, PG 64-22, PATCHING	25.000 TON				
0080	602001 PORTLAND CEMENT CONCRETE MASONRY, CLASS A	45.000 CY				
0090	602520 EPOXY PROTECTIVE COATING FOR CONCRETE	250.000 SY				

CANNOT BE
USED FOR
BIDDING

DELAWARE DEPARTMENT OF TRANSPORTATION
SCHEDULE OF ITEMS

PAGE: 2
DATE:

CONTRACT ID: T201507604.01

PROJECT(S): EBHN-2015(09)

All figures must be typewritten.

CONTRACTOR : _____

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0100	602526 EMBEDDED GALVANIC ANODES	300.000 EACH				
0110	602546 WATERPROOFING P.C.C. MASONRY	2000.000 SF				
0120	602572 REPAIRING EXISTING P.C.C. STRUCTURES	4000.000 LB				
0130	602575 DECK REPAIR, 1" TO 3" DEPTH	400.000 SF				
0140	602576 DECK REPAIR, 3" TO < FULL DEPTH	400.000 SF				
0150	602577 DECK REPAIR, FULL DEPTH	200.000 SF				
0160	602579 DRILLING HOLES AND INSTALLING DOWELS	300.000 EACH				
0170	602580 PARTIAL REMOVAL OF P.C.C. MASONRY	40.000 CY				
0180	602586 REHABILITATION OF CONCRETE STRUCTURE	350.000 CF				
0190	602611 REPAIR OF CONCRETE STRUCTURES BY EPOXY INJECTION	240.000 LF				

CANNOT BE USED FOR BIDDING

DELAWARE DEPARTMENT OF TRANSPORTATION
SCHEDULE OF ITEMS

PAGE: 3
DATE:

CONTRACT ID: T201507604.01

PROJECT(S): EBHN-2015(09)

All figures must be typewritten.

CONTRACTOR : _____

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0200	602626 ROUT AND SEAL CRACKS	400.000 LF				
0210	602629 CRACK SEALING BRIDGE DECKS, APPROACH SLABS, SIDEWALK, ETC.	1000.000 LF				
0220	602646 SILICONE ACRYLIC CONCRETE SEALER	1000.000 SF				
0230	602734 BRIDGE DECK PATCHING, POLYESTER POLYMER CONCRETE	400.000 SYIN				
0240	604000 BAR REINFORCEMENT, EPOXY COATED	2500.000 LB				
0250	605511 PREFABRICATED EXPANSION JOINT SYSTEM, 3"	220.000 LF				
0260	605571 JOINT REPAIR, (COMPRESSION SEAL), 3"	220.000 LF				
0270	605620 MOISTURE CURED URETHANE PAINT SYSTEM (RECOATING), S.F.	1800.000 SF				
0280	605629 CLEANING EXISTING STEEL STRUCTURES, HAZARDOUS (S.F.)	800.000 SF				
0290	605636 CLEAN AND LUBRICATE BRIDGE BEARINGS	40.000 EACH				

CANNOT BE USED FOR BIDDING

DELAWARE DEPARTMENT OF TRANSPORTATION
SCHEDULE OF ITEMS

PAGE: 4
DATE:

CONTRACT ID: T201507604.01

PROJECT(S): EBHN-2015(09)

All figures must be typewritten.

CONTRACTOR : _____

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0300	605654 ASPHALTIC PLUG JOINT	400.000 LF				
0310	605692 SILICONE JOINT SEAL	350.000 LF				
0320	712020 RIPRAP, R-4	120.000 TON				
0330	712021 RIPRAP, R-5	120.000 TON				
0340	713003 GEOTEXTILES, RIPRAP	250.000 SY				
0350	743003 ARROWPANELS, TYPE C	100.000 EADY				
0360	743004 FURNISH AND MAINTAIN PORTABLE CHANGEABLE MESSAGE SIGN	100.000 EADY				
0370	743005 FURNISH AND MAINTAIN PORTABLE LIGHT ASSEMBLY	25.000 EADY				
0380	743006 PLASTIC DRUMS	3000.000 EADY				
0390	743010 FURNISH AND MAINTAIN TRUCK MOUNTED ATTENUATOR, TYPE II	100.000 EADY				

CANNOT BE USED FOR BIDDING

DELAWARE DEPARTMENT OF TRANSPORTATION
SCHEDULE OF ITEMS

PAGE: 5
DATE:

CONTRACT ID: T201507604.01

PROJECT(S): EBHN-2015(09)

All figures must be typewritten.

CONTRACTOR : _____

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0400	743023 TEMPORARY BARRICADES, TYPE III	1200.000 LFDY				
0410	743024 TEMPORARY WARNING SIGNS AND PLAQUES	1500.000 EADY				
0420	743052 FLAGGER, SUSSEX COUNTY, STATE	600.000 HOUR				
0430	743064 FLAGGER, SUSSEX COUNTY, STATE, OVERTIME	100.000 HOUR				
0440	758000 REMOVAL OF EXISTING PORTLAND CEMENT CONCRETE PAVEMENT, CURB, SIDEWALK, ETC.	100.000 SY				
0450	762001 SAW CUTTING, HOT MIX	250.000 LF				
0460	762002 SAW CUTTING, CONCRETE, FULL DEPTH	500.000 LF				
0470	763000 INITIAL EXPENSE	LUMP		LUMP		
0480	908001 TOPSOIL (TON)	100.000 TON				
0490	908014 PERMANENT GRASS SEEDING, DRY GROUND	200.000 SY				

CANNOT BE USED FOR BIDDING

DELAWARE DEPARTMENT OF TRANSPORTATION
SCHEDULE OF ITEMS

PAGE: 6
DATE:

CONTRACT ID: T201507604.01

PROJECT(S): EBHN-2015(09)

All figures must be typewritten.

CONTRACTOR : _____

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0500	908020 EROSION CONTROL BLANKET MULCH	100.000 SY				
	SECTION 0001 TOTAL					
	TOTAL BID					

CANNOT BE
USED FOR
BIDDING

CERTIFICATION

Contract No. T201507604.01
Federal Aid Project No. ETEA-N217(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	No.	Date	No.	Date	No.	Date	No.	Date
-----	------	-----	------	-----	------	-----	------	-----	------

BIDDERS MUST ACKNOWLEDGE RECEIPT OF ALL ADDENDA

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

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

Name of Bidder (Organization)

Corporate
Seal

By:

Authorized Signature

Attest _____

Title

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

Notary
Seal

Notary

BID BOND

TO ACCOMPANY PROPOSAL
(Not necessary if security is used)

KNOW ALL MEN BY THESE PRESENTS That: _____
of _____ in the County of _____ and State of _____ as
Principal, and _____ of _____ in the County
of _____ 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. T201507604.01, to be paid to the **State** for the use and benefit of its Department of Transportation
("**DeIDOT**") for which payment well and truly to be made, we do bind ourselves, our and each of our heirs,
executors, administrators, and successors, jointly and severally for and in the whole firmly by these
presents.

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

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

SEALED, AND DELIVERED IN THE
presence of

Name of Bidder (Organization)

Corporate
Seal

By:

Authorized Signature

Attest _____

Title

Name of **Surety**

Witness: _____

By:

Title