STATE OF DELAWARE

This Copy is for information only.
You must request a CD from
DelDOT in order to bid.

DEPARTMENT OF TRANSPORTATION

BID PROPOSAL

for

CONTRACT T201811001.01

PAVEMENT AND REHABILITATION, NORTH VIII, 2018

NEW CASTLE COUNTY

ADVERTISEMENT DATE: October 7, 2019

COMPLETION TIME: 763564 - SPECIAL BIDDING PROCEDURES

SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION
DELAWARE DEPARTMENT OF TRANSPORTATION
AUGUST 2016

Bids will be received in the Bidder's Room at the Delaware Department of Transportation's Administration Building, 800 Bay Road, Dover, Delaware prior to 2:00 P.M. local time **November 5, 2019**

Contract No.T201811001.01

PAVEMENT AND REHABILITATION, NORTH VIII, 2018
NEW CASTLE COUNTY

GENERAL DESCRIPTION

LOCATION

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

DESCRIPTION

The improvements consist of furnishing all labor and materials for an auxiliary lane along southbound SR 1 so that the on-ramp at the SR 273 interchange would be a continuous lane through to the US 40 interchange. In order to construct an acceptable auxiliary lane, the following improvements will have to be made: widening of existing shoulder, overlay of existing pavement, existing ditches and side slopes to be regraded; existing lighting and overhead sign structures to be relocated, and other miscellaneous improvements, and other incidental construction in accordance with the location, notes and details shown on the plans and as directed by the Engineer.

COMPLETION TIME

All work on this contract must be complete in accordance with the date as determined by Special Provision 763564 - SPECIAL BIDDING PROCEDURES. It is the Department's intent to issue a Notice to Proceed such that work starts on or about March 2, 2020.

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@delaware.gov, or (302) 760-2031. Bids will be received in the Bidder's Room at the Delaware Department of Transportation's Administration Building, 800 Bay Road, Dover, Delaware prior to 2:00 P.M. local time November 5, 2019 unless changed via addendum.

2. QUESTIONS regarding this project are to be e-mailed to dot-ask@delaware.gov no less than six business days prior to the bid opening date in order to receive a response. Please include T201811001.01 in the subject line. Responses to inquiries are posted on-line at http://www.bids.delaware.gov.

3. PREQUALIFICATION REQUIREMENT - 29 Del.C. §6962 (c)(12)(a) requires DelDOT to include a performance-based rating system for contractors. The Performance Rating for each Contractor shall be used as a prequalification to bid at the time of bid. Refer to Contract ***'General Notices'*** for details. ***NEW***

4. **THE BID PROPOSAL software used by DelDOT has changed. We now use Bid Express.** This new software is an updated version of the previous software used and operates similarly. The cd you request from DelDOT contains the Bid Express file and its installation file. Bidders are to use the cd provided to enter their bid amounts into the Bid Express file. The Bid Express bid file must be printed and submitted in paper form along with the electronic bid file and other required documents prior to the Bid due date and time. (DelDOT is not utilizing web based electronic bidding for this project).

5. SURETY BOND - Each proposal must be accompanied by a deposit of either surety bond or security for a sum equal to at least 10% of the bid.

6. DRUG TESTING - Regulation 4104; The state Office of Management and Budget has developed regulations that require Contractors and Subcontractors to implement a program of mandatory drug testing for Employees who work on Large Public Works Contracts funded all or in part with public funds pursuant to 29 **Del.C.** §6908(a)(6). **Refer to the full REVISED requirements at the following link:** http://regulations.delaware.gov/register/december2017/final/21 DE Reg 503 12-01-17.htm

   Note a few of the Drug Testing requirements;

* At bid submission - Each bidder must submit with the bid a single signed affidavit certifying that the bidder and its subcontractors has in place or will implement during the entire term of the contract a Mandatory Drug Testing Program that complies with the regulation, *the form is attached*;

* At least two business days prior to contract execution - The awarded Contractor shall provide to DelDOT copies of the Employee Drug Testing Program for the Contractor, and any other listed Subcontractors;

* Subcontractors - Contractors that employ Subcontractors on the job site may do so only after submitting a copy of the Subcontractor's Employee Drug Testing Program along with the standard required subcontractor information. A Subcontractor shall not commence work until **DelDOT** has approved the subcontractor in writing;

* Penalties for non-compliance are specified in the regulation.

7. No RETAINAGE will be withheld on this contract unless through the Prequalification Requirements.

8. EXTERNAL COMPLAINT PROCEDURE can be viewed on DelDOT's Website here, or you may request a copy by calling (302) 760-2555.

9. REMINDER; A copy of your firm's Delaware Business License must be submitted with your bid.

10. SECTION 106.06 BUY AMERICA Contract Requirement in the Delaware Standard Specifications for Road and Bridge Construction, August, 2016 does not apply to this contract.

11. AUGUST 2016 STANDARD SPECIFICATIONS apply to this contract. The Contractor shall make himself aware of any revisions and corrections (Supplemental Specifications, if any) and apply them to the applicable item(s) of this contract. The 2016 Standard Specifications can be viewed here.

11a. FLATWORK CONCRETE TECHNICIAN CERTIFICATION TRAINING:
Section 501.03, 503.03, 505.03, 610.03, 701.03 and 702.03 of the 2016 Standard Specifications require contractor's to provide an American Concrete Institute (ACI) or National Ready Mix Concrete Association (NRMCA) certified concrete flatwork technician to supervise all finishingof flatwork concrete. Concrete flatwork certification will be effective starting on June 1, 2018.

12. **BREAKOUT SHEETS** MUST be submitted either with your bid documents; or within seven (7) calendar days following the bid due date by the lowest apparent bidder. Refer to instructions adjacent to the Breakout Sheets in this document.

13. This contract contains an A+B bidding process and form used for the selection of this project, Special Provision 763564. The form MUST be fully completed and submitted with the bid.

14. CONTRACT LIQUIDATED DAMAGES are contained on the following page.

Contract No. *T201811001*

PAVEMENT AND REHABILITATION, NORTH VIII, 2018

CONTRACT LIQUIDATED DAMAGES SPECIAL PROVISION

FAILURE TO OPEN PROJECT TO UNRESTRICTED HIGHWAY TRAFFIC ON TIME

Interim Road User Costs (RUC) for delays in opening lanes or ramps along SR1 NB and SB will be enforced according to the below charts.

Table 1

Southbound and Northbound SR 1 (Monday through Saturday)	
Contractor Damages for Failure to Reopen Lanes/Ramps	
Time All Lanes Reopened ("Verizon Time")	One Lane Closure/Full Ramp Closure
6:00 AM to 6:14 AM	$500
6:15 AM to 6:29 AM	$1,000
6:30 AM to 6:44 AM	$1,500
6:45 AM to 6:59 AM	$2,000
7:00 AM to 7:14 AM	$2,500
7:15 AM to 7:29 AM	$3,000
7:30 AM to 7:44 AM	$3,500
7:45 AM to 7:59 AM	$4,000
Not Open by 8:59 AM	$6,000

Number of Lanes or Ramps Closed beyond 7:59 AM	Additional Contractor Damages for Failure to Reopen Lanes or Ramps beyond 7:59 AM
One Lane Closed	+$500/15 Minutes

For every hour, or portion thereof, after 7:59 AM, $2,000.00 (one lane closure/full ramp closure) will be assessed up to a **day total of $25,000.00**.

Table 2

Southbound and Northbound SR 1 (Sunday)	
Contractor Damages for Failure to Reopen Lanes/Ramps	
Time All Lanes Reopened ("Verizon Time")	One Lane Closure/Full Ramp Closure
9:00 AM to 9:14 AM	$500
9:15 AM to 9:29 AM	$1,000
9:30 AM to 9:44 AM	$1,500
9:45 AM to 9:59 AM	$2,000
10:00 AM to 10:14 AM	$2,500
10:15 AM to 10:29 AM	$3,000
10:30 AM to 10:44 AM	$3,500
10:45 AM to 10:59 AM	$4,000
Not Open by 11:59 AM	$6,000

Number of Lanes or Ramps Closed beyond 10:59 AM	Additional Contractor Damages for Failure to Reopen Lanes/Ramps beyond 10:59 AM
One Lane Closed	$500/15 Minutes

For every hour, or portion thereof, after 10:59 AM, $2,000.00 (one lane closure/full ramp closure) will be assessed up to a **day total of $25,000.00**.

The Road User Cost (RUC) for this contract will be up to $25,000.00 per Calendar Day.

Assessment of Road User Costs and Liquidated Damages will be made by change order. There is no limit on the number of days that RUC's can be assessed. The Engineer will be the sole approving authority as to when lane/ramp closures, lane width restrictions and shoulder width restrictions are complete after traffic is returned to the ultimate alignment. All vertical differences as determined by the DE MUTCD must be addressed prior to opening the roadway traffic. The Contractor will be assessed the Road User Cost for failure to open the roadway on time per the Contract.

Example Calculation for Assessment of RUC After 5:59 AM on Tuesday Southbound SR1:

1) One lane closure of the southbound SR1 until 10:20 AM on a Tuesday, Verizon time:

   Per Table 1 a RUC of $9,000 will be assessed.

One Lane Closure RUC from 6:00 AM to 10:20 AM SR1 SB

6:00 AM to 6:14 AM	$500
6:15 AM to 6:29 AM	$1,000
6:30 AM to 6:44 AM	$1,500
6:45 AM to 6:59 AM	$2,000
7:00 AM to 7:14 AM	$2,500
7:15 AM to 7:29 AM	$3,000
7:30 AM to 7:44 AM	$3,500
7:45 AM to 7:59 AM	$4,000
8:00 AM to 8:59 AM	**$6,000**
9:00 AM to 9:59 AM	**$8,000**
10:00 AM to 10:20 AM	**$9,000**

STATE OF DELAWARE
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 "Standard Specifications for Road and Bridge Construction, August, 2016", hereinafter referred to as the Standard Specifications, and Supplemental 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. The Specifications and Supplemental Specifications can be viewed here.

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.

PREQUALIFICATION REQUIREMENT

NEW

29 Del.C. §6962 (c)(12)(a) requires a Department of Transportation project, excluding a Community Transportation Fund or municipal street aid contract, to include a performance-based rating system. At the time of bid, the Performance Rating for each Contractor shall be used as a prequalification to bid.

Bidders with Performance Rating scores equal to or greater than 85% shall be permitted to bid. Bidders with scores of less than 85% who comply with the retainage requirements of 29 Del.C. §6962 shall be permitted to bid provided the *Agreement to Accept Retainage* (located on the Certification Page) is executed and submitted with the bid. Lack of an executed *Agreement to Accept Retainage* will result in the rejection of the bid by the Department. Successful bidders awarded Department contracts who have no performance history within the last five (5) years will be assigned a provisional Performance Rating of 85% at the date of advertisement.

Notification of Performance Rating. The Department shall post publicly the Performance Rating for all Contractors on the Department's website. DelDOT will complete performance-based evaluations on the construction company contracted by the Department to build the project (the "Contractor"). Provisions to appeal Performance Ratings are described in the regulations. The regulations are set forth in Section 2408 of Title 2, Delaware Administrative Code, found here.

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) states;

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

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

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

TAX CLEARANCE:

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

LICENSE:

A person desiring to engage in business in this State as a contractor shall obtain a license upon making application to the Division of Revenue.

CONTRACTOR / SUBCONTRACTOR LICENSE: 29 DEL. C. §6967:

(b) No agency shall accept a proposal for a public works contract unless such contractor has provided a proper and current copy of its occupational and/or business license, as required by Title 30, to such agency.

(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 of 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 fourth 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.

RIGHT TO AUDIT

The Department shall have the right to audit the books and records of the contractor or any subcontractor under this contract or subcontract to the extent that the books and records relate to the performance of the contract or subcontract. The books and records shall be maintained by the contractor for a period of 3 years from the date of final payment under the prime contract and by the subcontractor for a period of 3 years from the date of final payment under the subcontract (*29 Del.C. §6930*)

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 Section 6.3, 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."

Contractor may contact:

Department of Labor, Division of Industrial Affairs, 4425 N. Market Street, Wilmington, DE 19802
Telephone (302) 761-8200

STATE OF DELAWARE
DEPARTMENT OF LABOR
DIVISION OF INDUSTRIAL AFFAIRS
OFFICE OF LABOR LAW ENFORCEMENT
PHONE: (302) 761-8200

Mailing Address:
4425 North Market Street
3rd Floor
Wilmington, DE 19802

Located at:
4425 North Market Street
3rd Floor
Wilmington, DE 19802

PREVAILING WAGES FOR **HIGHWAY CONSTRUCTION** EFFECTIVE MARCH 15, 2019

CLASSIFICATION	NEW CASTLE	KENT	SUSSEX
BRICKLAYERS	55.89	55.89	55.89
CARPENTERS	55.95	55.63	44.22
CEMENT FINISHERS	35.48	35.70	28.39
ELECTRICAL LINE WORKERS	29.40	47.49	23.24
ELECTRICIANS	70.49	70.49	70.49
IRON WORKERS	65.24	26.10	27.72
LABORERS	45.30	41.69	40.93
MILLWRIGHTS	17.62	17.10	14.76
PAINTERS	71.29	71.29	71.29
PILEDRIVERS	72.65	25.98	29.47
POWER EQUIPMENT OPERATORS	67.07	43.32	39.68
SHEET METAL WORKERS	24.89	22.21	20.12
TRUCK DRIVERS	37.52	30.88	37.62

CERTIFIED: 09/13/2019 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: T201811001.01 Pavement and Rehabilitation North VIII, New Castle County

SUPPLEMENTAL SPECIFICATIONS TO THE 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; https://www.deldot.gov
- under 'BUSINESS', Click; 'Publications'
- scroll down under 'MANUALS' and Click; "Standard Specifications"
- be sure and choose the correct Standard Specification year; 2001 or 2016
- choose the latest revision prior to the date of this advertisement

The full Website Link is;
https://www.deldot.gov/Publications/manuals/standard_specifications/index.shtml

Copies of the Supplemental Specifications can be printed from the Website.

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. A comprehensive list of construction item numbers are listed in 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.

Examples

Standard Item Number - 202000 Excavation and Embankment

202 Indicates Section Number

000 Indicates Sequential Number

Special Provision Item Number - 202500 Grading and Reshaping Roadway

202 Indicates Section Number

500 Indicates Sequential Number

401502 - ASPHALT CEMENT COST ADJUSTMENT

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

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

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

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

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

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

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

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

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

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

NOTE:

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

5/05/15

401501 - BITUMINOUS ASPHALT TACK COAT

Description:

This work consists of cleaning and drying all exposed ASR concrete by use of an air compressor, then furnishing and applying a CSS1h cationic slow setting emulsified asphalt tack coat to waterproof any exposed ASR concrete surfaces to prevent water intrusion.

Materials:

Materials for tack coat shall conform to AASHTO M208 / ASTM D2397. The recommended maximum storage temperature is 140 ºF.

Construction Methods:

The exposed ASR concrete surfaces upon which the tack coat is to be placed shall be cleaned and dried thoroughly by use of an air compressor to the satisfaction of the Engineer.

CSS1h tack coat is supplied in a concentrated form and may be used directly from the container - no mixing, thinning or heating is necessary. The Contractor may choose to thin with water prior to use up to a one to one ratio to ease application, though the addition of water will not be measured or paid. The tack coat shall be applied with a brush, broom, roller or spray equipment. All exposed surfaces of existing ASR concrete pavement shall be coated. Tack coat shall not be applied when rain is imminent or when surface to be coated or ambient air temperature is below 32ºF (0ºC).

Tack coat shall be applied to all exposed ASR concrete surfaces at a rate of 0.05 to 0.15 gal/yd2, at a temperature of 50 to 130 ºF. The tack coat shall be applied within 24 hours of exposing existing ASR concrete pavement surfaces. Prior to paving, the Contractor shall verify that the tack coat has adequate adhesive properties. The Engineer may suspend paving operations until adequate adhesion is achieved.

The distributors used shall be capable of uniformly applying the bituminous material in liquid form. If the Contractor is unable to keep the application uniform, the operation shall be discontinued until a more experienced operator or a better distributor, or both, can be provided. Any tack coat material which has been damaged shall be rejected, and any section treated with damaged material shall be removed and replaced at the Contractor's own expense.

Method of Measurement:

The quantity of Bituminous Asphalt Tack Coat will be measured as the actual number of undiluted gallons of tack coat applied and accepted.

Basis of Payment:

The quantity of Bituminous Asphalt Tack Coat will be paid for at the Contract unit price per gallon. Price and payment will constitute full compensation for mobilizing and furnishing all equipment, materials, and labor; cleaning and drying the exposed ASR concrete by use of an air compressor, placing the material; and for all labor, equipment, tools and incidentals necessary to complete the work.

8/13/2019

401517 - STONE MATRIX ASPHALT (SMA) WEARING SURFACE

Description:

This work shall consist of mixing and placement of SMA pavement on a prepared foundation in accordance with these specifications. The requirements of Section 401 Bituminous Pavement shall apply except as modified by this section.

Materials:

Aggregates used in SMA shall be non-carbonate.

Materials shall conform to the applicable requirements of Section 800 with the following modifications.

Coarse Aggregate. Coarse aggregate for SMA shall conform to Section 805 with the following modifications:

Test Property	Test Method	Specification Limits
Sodium Sulfate Soundness Loss,% Max. (5 cycles)	AASHTO T104	12
Absorption, % Max.	AASHTO T85	2.0
LA Abrasion Loss, % Max.	AASHTO T96	30
Flat and Elongated Particles: Retained on #4 Sieve, % Max. (Length to Thickness) 5:1 3:1	ASTM D4791	 5 20

No gravel or slag shall be used in SMA mixes. A maximum of 10% RAP may be used.

Fine Aggregate. Fine aggregate shall consist of 100% crushed aggregate and shall conform to the following:

Test Property	Test Method	Specification Limits
Sodium Sulfate Soundness Loss, % Max (5 cycles)	AASHTO T104	12
Sand Equivalent Value, % Min.	AASHTO T176	45
Uncompacted Void Content, % Min.	AASHTO T304	45
Liquid Limit, % Max.	AASHTO T89	25
Plasticity Index, %	AASHTO T90	Non-Plastic

Mineral Filler. Mineral filler shall conform to AASHTO M17 and shall be rock dust or crushed limestone free of organic impurities conforming to the following:

Test Property	Test Method	Specification Limits
Plasticity Index, % Max.	AASHTO T90	4

A sample of mineral filler shall be submitted to Materials & Research for hydrometer analysis performed as specified in AASHTO T88 for mineral filler.

Asphalt Cements. The asphalt cement shall be Superpave PG 64E-22 Performance Grade Asphalt according to AASHTO M332.

Stabilizers. Stabilizers have been used to ensure the draindown requirements below are met (<0.3% draindown). Other technologies, in addition to various types of fibers, may be used in this item if test data and field performance demonstrate these specifications are met.

If cellulose fiber or mineral fiber stabilizers are chosen by the producer, they shall meet the requirements below and be specifically designed for use in hot-mix asphalt paving mixtures. The producer shall supply the Engineer with certified test results showing the stabilizers are specifically designed for hot-mix asphalt paving mixtures. A representative of the manufacturer of the stabilizers shall be present at initial production to provide technical assistance.

Cellulose Fibers. Cellulose fibers shall conform to the following requirements:

Test Property	Test Method	Specification Limits
Ash Content, % Non-Volatiles Max.	ASTM D128	23
pH	AASHTO MP8	6.5 to 8.5
Moisture Content, % Max by Mass	AASHTO MP8	5.0
Fiber Length, Max inches	AASHTO MP8	0.25

Mineral Fibers. Mineral fibers shall be made from virgin basalt, diabase, slag, or other silicious rock and shall conform to the following requirements:

Test Property	Test Method	Specification Limits
Fiber Length, Max inches	AASHTO MP8	0.25
Fiber Thickness, Max inches	AASHTO MP8	0.0002
Shot Content No. 60 Sieve No. 230 Sieve	ASTM C612	 85 - 95 60 - 80

Antistripping Additives. An approved heat stable anti-stripping additive shall be added to the asphalt cement used for SMA if the TSR value dictates the need.

MIX DESIGN:

Aggregates. The washed gradation (AASHTO T11) of the final mixture for the SMA shall conform to the following gradation:

Sieve	% Passing
19.0 mm (3/4")	100
12.5 mm (1/2")	90-100
9.5 mm (3/8")	50-80

4.75 mm (#4)	20-35
2.36 mm (#8)	16-34
1.18 mm (#16)	0 - 21
0.60 mm (#30)	0 - 18
0.30 mm (#50)	0 - 15
0.075 mm (#200)	8.0 - 11

Mix Design. The SMA shall meet the following mix design parameters at 100 design gyrations (Nd=100) in the Superpave Gyratory Compactor:

Property	Requirement
Air Voids, %	4.0
VMA, % Min.	18.0
Draindown at production temperature (AASHTO T305), % Max at 1 hour	0.30

Anti-Strip Additives. Tensile Strength Ratio (TSR) values, as determined by the AASHTO T283 Test Method, shall be a minimum of 80. If an anti-strip additive is required, the amount of the additive used shall be 0.25 to 1.0 % by weight of the asphalt cement as determined by the TSR testing, recommended by the additive manufacturer, and approved by the Engineer.

Stabilizer Content. The dosage rates of any stabilizing agent shall be determined by the Contractor to meet these specifications.

Plant Control:

Mineral Filler Supply. Mineral filler dust shall be added to the mixture in a consistent manner to ensure the job mix formula requirements are met. The mineral filler supply system shall be submitted to the Engineer for review and the approval of the submitted system will be at the discretion of the Engineer.

Stabilizer Supply System. When stabilizing additives are required in the mixture, a separate system for feeding shall be used to proportion the required amount into the mixture so that uniform distribution is obtained. The feeding system shall be interlocked into the production plant to ensure correct proportioning.

When a batch plant is used, the stabilizer shall be added through a separate inlet directly into the weigh hopper above the pugmill. The addition of the stabilizer shall be timed to occur during the hot aggregate charging of the hopper. Adequate dry mixing time is required to ensure proper blending of the aggregate and the stabilizer. Dry mixing time shall be increased 5 to 15 seconds. Wet mixing time shall be increased at least 5 seconds for the stabilizer to ensure adequate blending with asphalt cement.

When a drum plant is used, the stabilizer shall be added into the drum mixer to ensure complete blending of the stabilizer into the mix. For this purpose, when adding loose fiber, a separate fiber feeding system shall be utilized that can accurately and uniformly introduce fiber into the drum at such a rate as not to limit the normal production of mix through the drum. An in-line no-flow detector shall be installed in the output side of the fiber blower to ensure that a flow of fiber is entering the drum. It shall be connected to an approved alarm system which will indicate when fiber is not entering the drum. Also, an easily visible portion of the fiber feed tube shall be clear to allow the Engineer to ensure that fiber is flowing into the drum. At no time shall there be any evidence of fiber in the baghouse or returned/wasted baghouse fines.

All stabilizer addition systems shall be approved by the Engineer prior to start-up of the contract.

Construction Methods:

Demonstration:

Before proceeding with the actual production paving work, the Contractor shall demonstrate that an acceptable mix can be produced, placed, and compacted to these Specifications. A minimum of 100 tons of acceptable SMA material shall be produced, placed, and compacted utilizing all paving equipment that will be used on the mainline paving, over a suitable and representative hot-mix base, approved by the Engineer, outside the project limits.

Weather Restrictions:

Placement of SMA will be permitted only when the ambient and surface temperatures are at least 50 F and rising.

Hauling Units:

Hauling units shall be as specified in Section 401.03 and the following:

The time between plant mixing and shipment shall not exceed one half hour, i.e. the SMA shall not be stored in the silo for more than one half hour.

The haul trucks shall deliver the SMA to a material transfer device capable of continuously re-mixing and/or re-blending the material internally to ensure that the SMA is free from physical and thermal segregation. The material transfer device shall be self-propelled and capable to move freely between delivery trucks and the asphalt paver, equipped with a hopper insert, without requiring additional equipment.

Mix Placement Temperature:

This mix shall be placed at a minimum atmospheric and pavement surface temperatures of 50ºF.

Spread (lay down) temperature for this mix is specified as 290ºF to 325ºF.

Opening to Traffic:

Traffic shall not be allowed on the finished roadway until the roadway temperature cools to at least 140 F.

Method of Measurement and Basis of Payment:

This work will be measured and paid for at the Contract unit price bid per ton for Stone Matrix Asphalt complete, in place, and accepted, which price and payment will be full compensation for furnishing, hauling, preparing and placing all materials; for labor, equipment, tools; and incidentals necessary to complete this item.

Materials produced and striping used for the demonstration will not be paid for but will be considered incidental to the item Stone Matrix Asphalt.

Basis of Payment will also include applicable pay adjustments per 401699, except plant production is tested in 250 ton sub-lots.

10/1/2018

401577 - PAVER-LAID ULTRATHIN BITUMINOUS CONCRETE

Description:

This work consists of furnishing and placing of a single, hot, specially-graded, bituminous concrete wearing surface; this surface lift shall be placed immediately after a heavy application of a polymer-modified tack coat has been sprayed on the existing surface. The resulting surface should be homogeneous, well textured, and durable.

Materials:

Tack Coat. The tack coat shall be a cationic asphalt emulsion modified with an approved natural or synthetic polymer. It shall be smooth and homogeneous; and it shall conform to the following requirements:

TEST (AASHTO T 59, EXCEPT AS NOTED)	MINIMUM	MAXIMUM
Elastic Recovery @10C (AASHTO T301)	58	-
Distillation: Asphalt, % by Mass[(1)]	63	-
Viscosity [77 F , SSF]	20	100
Storage stability (%, 24 hour sedimentation)	-	1
Sieve test (% mass, 850 microns)	-	0.10
Demulsibility (%, dioctyl sodium sulfosuccinate)	40	-

[(1)] T59 Modified to include 350°F ±10°F maximum temperature to be held for a period of 15 minutes. Use an ASTM 16C thermometer to monitor the temperature of the emulsion.

Asphalt Cement. The asphalt binder shall meet the requirements of Superpave PG 76-22 performance grade asphalt, as referenced in the Plans, Specifications, and/or Notes, according to AASHTO M320, Table 1 and tested according to AASHTO R29 with the following test ranges:

TEST PROCEDURE	AASHTO REFERENCE	SPECIFICATION LIMITS
Temperature, °C	M320	Per Grade
Original DSR, G*/sin (δ)	T315	1.00 - 2.50 kPa

If the roadway has an ADT greater than 8,000 and a posted speed limit greater than 35 MPH, the aggregates shall be non-carbonate. Recycled asphalt pavement (RAP) and recycled asphalt shingles (RAS) shall not be used for this item.

Coarse Aggregate. The coarse aggregate shall conform to Section 805, Coarse Aggregate, shall be 100% crushed material, and shall conform to the following property and grading requirements:

TEST (AASHTO TEST METHOD)	RESULT
L.A. Abrasion (T 96)	30 % maximum
Soundness, sodium sulfate, % loss (T104)	15% maximum
Flat & Elongated, 5:1, +4.75 mm (ASTM D4791)	10% maximum
Water Absorption (T 85)	2 % maximum
Clay Lumps and Friable Particles (T 112)	2 % maximum
Micro Deval, % loss (T327)	18% Maximum

Fine Aggregate. The fine aggregate shall conform to Section 804, Fine Aggregate for Use in Portland Cement Concrete and shall be 100% crushed material meeting the following requirements:

TEST AND AASTO METHOD	LIMIT
Sand Equivalent (T176)	45 minimum
Uncompacted Void Content (T304)	40 minimum

Mineral Filler. Mineral filler shall conform to AASHTO M 17; and it shall be baghouse fines, rock dust, crushed limestone, hydrated lime, or flyash.

Bituminous Concrete Wearing Surface:

This wearing surface shall be a combination of coarse and fine aggregate, mineral filler, and asphalt cement. The wearing surface shall be mixed in conformance to the applicable requirements of Section 401. The job mix formula shall be submitted by the Contractor to and approved by the Engineer. The job mix formula shall identify a single target percentage of material passing the individual sieves within the Master Band Gradation Limits, as indicated on the following table. Production shall be at or within the tolerances from the approved job mix formula percentages for each sieve, as indicated on the following table, showing production tolerance (plus or minus from the job mix formula value):

Master Band Gradation Limits

SIEVE SIZE	PERCENT PASSING BY WEIGHT		
			TYPE C
3/4"			100
½"			85 – 100
3/8"			60 – 80
#4			28 – 38
#8			19 – 32
#16			15 – 23
#30			10 – 18
#50			8 – 13
#100			6 – 10
#200			4.0 – 5.5

Hot-Mix Design Criteria

PROPERTY			TYPE C
Asphalt Content			5.2-5.6
Draindown Test (T305)	0.10% max		
Moisture Sensitivity (T283) [1]	80% min		
Application Rate (lb/sy) [2]			90 (± 10)
Tack Rate (gal/yd^2)			0.20

[1] Follow AASHTO T283 with the following exceptions:

a. Condition the mixture for 2 hours in accordance with AASHTO R30, Section 7.1.
b. Compact the SGC specimens to 100 gyrations.
c. Extrude the samples as soon as possible without damage to the sample.
d. Air void are 7.0% ±2.0%, to determine the void content use AASHTO T269 volume method.
e. If less than 55% saturation is achieved, the procedure does not need to be repeated unless the difference in tensile strength between duplicate specimens is greater than 25 pounds per square inch.

[2] Application rates outside of these ranges must be approved by the Engineer.

Construction Methods:

Surface Preparation. Before applying the tack and the paver-laid ultrathin hot mix, all thermoplastic pavement markings shall be removed; all debris, dust, and loose surface material shall be removed by a mechanical or vacuum type sweeper.

Environmental Requirements. The pavement shall not be wet (although it may be damp). The ambient and pavement surface temperature shall be at least 50°F.

Equipment. Hauling and compaction equipment shall meet the applicable requirements of Section 401.

The tack application and the hot mix placement and screeding shall be performed by a single piece of equipment. The placement operation shall advance at a rate of 30 to 100 feet per minute, placing a full lane

width in one pass. The tack shall be applied by a metered pressure sprayer; the meter must accurately and continuously monitor the rate of the tack application.

Tack Application. The tack shall be applied uniformly over the entire width and length to be overlaid; application shall be at a rate of 0.20 ± 0.05 gal/yd²; and the application shall be at a temperature of 140 F to 180 F. No part of the paving machine or other equipment shall come into contact with the tack coat.

Bituminous Concrete Overlay. The bituminous concrete wearing surface shall be placed on the tack within 5 seconds after the tack has been applied (with the exception of small areas where hand work is required). The mixture shall be placed at a temperature of 300°F to 330°F. The bituminous concrete shall be smoothed over its full width, and length, using a heated screed to ensure an even mat surface.

Compaction. The wearing surface shall be compacted using a minimum of 2 double-drum static 10 ton steel wheel rollers. At least two complete roller passes shall be completed before the mix cools to 160 F at mid-layer.

Opening to Traffic. The new pavement surface shall be opened to traffic immediately after rolling has been completed.

Performance Requirements. Materials, equipment, and labor shall be utilized in methods and procedures which will provide a product with adequate ride smoothness, with proper texture for high skid resistance and low tire contact noise, and with durability.

Method of Measurement:

The quantity of paver-laid ultrathin bituminous concrete will be measured as the number of square yards measured at the surface of the bituminous concrete placed and accepted.

Basis of Payment:

The quantity of paver-laid ultrathin bituminous concrete will be paid for at the Contract unit price per square yard. Price and payment will constitute full compensation for preparing the surface, for furnishing, hauling, and placing all materials, for furnishing labor, for furnishing equipment and tools, and incidentals necessary to complete the work.

7/26/2018

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 sublot basis. The size for each sublot shall be 100 to 500 tons and testing for the sub lots will be completed on a daily basis. For each sublot, the Engineer will evaluate one sample.

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

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

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

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

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

(b) Pavement Construction - Tests and Evaluations.

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

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

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

The Engineer will evaluate and accept the compaction work on a daily basis. Payment for the compaction will be calculated by using the material production lots as referenced in **.02 Acceptance Plan**

(a) Material Production - B Tests and Evaluation and analyzing the compaction results over the individual days covered in the material production lot. The compaction results will be combined with the material results to obtain a payment for this item.

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

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

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

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

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

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

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

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

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

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

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

specific gravity.

.03 Payment and Pay Adjustment Factors.

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

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

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

(a) Material Production - Pay Adjustment.

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

Table 2 - Material Parameter Weight Factors

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

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

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

Adjustment factor shall be determined by Column C

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

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

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

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

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

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

Table 3 – Quality Level Analysis by the Standard Deviation Method

PU or PL	QU and QL for "n" Samples						
	n = 3	n = 4	n = 5	n = 6	n = 7	n = 8	n = 9
100	1.16	1.50	1.79	2.03	2.23	2.39	2.53
99	-	1.47	1.67	1.80	1.89	1.95	2.00
98	1.15	1.44	1.60	1.70	1.76	1.81	1.84
97	-	1.41	1.54	1.62	1.67	1.70	1.72
96	1.14	1.38	1.49	1.55	1.59	1.61	1.63
95	-	1.35	1.44	1.49	1.52	1.54	1.55
94	1.13	1.32	1.39	1.43	1.46	1.47	1.48
93	-	1.29	1.35	1.38	1.40	1.41	1.42
92	1.12	1.26	1.31	1.33	1.35	1.36	1.36
91	1.11	1.23	1.27	1.29	1.30	1.30	1.31
90	1.10	1.20	1.23	1.24	1.25	1.25	1.26
89	1.09	1.17	1.19	1.20	1.20	1.21	1.21
88	1.07	1.14	1.15	1.16	1.16	1.16	1.17

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

Table 3 – Quality Level Analysis by the Standard Deviation Method

PU or PL	QU and QL for "n" Samples						
	n = 3	n = 4	n = 5	n = 6	n = 7	n = 8	n = 9
61	0.39	0.33	0.31	0.30	0.30	0.29	0.29
60	0.36	0.30	0.28	0.27	0.27	0.27	0.26
59	0.32	0.27	0.25	0.25	0.24	0.24	0.24

Table 4 - PWL Pay Adjustment Factors

PWL	Pay Adjustment Factor (%) Column B	Pay Adjustment Factor (%) Column C
100	+5	0
99	+4	-1
98	+3	-2
97	+2	-3

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

(b) Pavement Construction - Pay Adjustments.

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

- Degree of compaction of the in-place material

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

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

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

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

* or remove and replace at Engineer's discretion

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

.04 Dispute Resolution.

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

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

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

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

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

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

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

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

Appendix A - Repairing Core Holes in Bituminous Asphalt Pavement

Description.

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

Materials and Equipment.

The following material shall be available to complete this work:

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

The following equipment shall be available to complete this work:

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

Construction Method.

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

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

Performance Requirements.

The Engineer will judge the patch on the following basis:

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

Basis of Payment.

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

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

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

1. Contact Materials & Research (M&R) personnel to determine if information about the area is already available. If M&R has already obtained cores in the location that is being investigated, the contractor may opt to use the laboratory information for the investigation and not core the area on their own.

2. If M&R does not have information concerning the section of the roadway, the contractor needs to contact M&R to arrange for verification of coring operations. Arrangements shall be made to allow for an individual from M&R to be on the site when the cores are obtained. Cores will be turned over to M&R for evaluation.

3. The Contractor is responsible for providing all traffic control and repairing core holes in accordance to 401699 Appendix A - Repairing Core Holes in Bituminous Asphalt Pavements.

4. Cores are to be taken throughout the entire project for the area in question. Cores will be spaced, from the start of the project in increments determined based on field and project specifics. Cores will be evenly distributed throughout the project location. The cores will be taken in the center of the lane in question.

5. Additional cores may be taken at other locations, if surface conditions indicate that there may be a substantial difference in the underlying section. The location of these cores should be documented and submitted to M&R.

6. Cores shall be full depth and include underlying materials. If there is a stone base included in the pavement section, at a minimum 1 core must have information concerning the thickness of the base. This is determined by augering to the subgrade surface.

7. The calculations used to determine the structural capacity of the roadway is as follows. If the contractor finds, upon starting the coring process, that the areas are of greater thickness than applicable to Table 5a, they may terminate the coring process on their own and retract the request.

Structural Number Calculations

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

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

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

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

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

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

Example:

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

Calculation:

For the Type B lift the calculation would be:

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

For the Type C lift the calculation would be:

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

11/3/14

602505 - PERSONAL SAFETY GRATE

Description:

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

Materials:

Materials shall conform to the requirements of Sections 601 and 611 and shall be galvanized in accordance with Subsection 1039.10 including all rebar, hardware and fasteners as shown on the Standard Details.

Working drawings shall be submitted in accordance with Subsection 105.04.

Construction Methods:

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

Method of Measurement:

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

Basis of Payment:

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

8/27/2018

760502 - HIGH FRICTION SURFACE TREATMENT

Description:

Furnish and apply a high friction surface treatment, comprised of a polymeric resin binder and bauxite aggregate, in accordance with these specifications, as indicated on the Plans and as directed by the Engineer.

Materials:

The high friction surface system consists of a two-part base polymeric resin binder and high friction aggregate. In accordance with Section 106 of the Standard Specification, submit certification of conformance to the requirements in Table 1 and Table 2 at least 30 days prior to construction. Laboratory testing must be performed by an accredited laboratory.

***Polymeric Resin Binder*:** The binder resin system shall be a two-part thermosetting modified exothermic polymeric resin compound which holds the aggregate firmly in position and conforms to the requirements of Table 1.

TABLE 1
BINDER RESIN SYSTEM REQUIREMENTS

Property	Requirement	Test Method
Ultimate Tensile Strength neat @ 7 days	2,000 psi minimum	D638
Compressive Strength	1,000 psi minimum @ 3 hours 5,000 psi minimum @ 7 days	C579
Gel Time	10 minutes minimum	C881
Water Absorption neat @ 24 hours	1.0% maximum	D570
Durometer Hardness (Shore D)	70.0 minimum	D2240
Dry-to-touch Time	3 hours maximum	D1640 5 mil thickness @ 75° F
Elongation at Break Point	30 – 70%	D638
Mixing Ratio	Per Manufacturer	Provide manufacturer's recommendations a minimum of 30 days prior to construction
Permeability to Chloride Ion @ 28 days, C	Less than 100	T277
Adhesion Strength @ 24 hours	200 psi minimum	D4541

***Bauxite Aggregate*:** The material shall be clean, dry and free from foreign matter and conform to the requirements in Table 2. Deliver the bauxite to the construction site in clearly labeled super sacks weighing at least 2,200 lbs. 55 lb. bags of material may be substituted when hand applications are necessary.

TABLE 2 AGGREGATE REQUIREMENTS Property	Specification Limits	Test Method
Gradation	95.0% - 100.0% passing No. 6 0.0% - 5.0% passing No. 16	T27
Apparent Specific Gravity	3.1 Minimum	C25
Sodium Sulfate Soundness	12% Maximum	T104
LA Abrasion Test	30% Maximum. Test sample gradation differs from gradation requirements.	T96 (C grading)

Equipment:

Truck Mounted Application Machine: Perform mechanical application using an automated continuous application device. The binder resin system manufacturer shall approve the use of the automated continuous application device with their material. The applicator shall mechanically mix, meter, monitor and apply the binder resin system and high-friction aggregate in one continuous pass. The application vehicle shall feature volumetric metering pumps that continuously mix, meter, and monitor and apply the resin binder. If recommended by the manufacturer, metering pumps shall be heated. The application vehicle shall have continuous pumping and portioning devices that blend the binder resin system within a controlled system.

Quality Control (QC) Plan:

Submit a QC Plan for approval at least 30 days prior to placement of the high friction surface treatment. The QC Plan shall show proposed methods to control the equipment, materials, mixing and paving operations to ensure conformance with these Specifications. Discuss the QC Plan requirements at the pre-construction, pre-pave and progress meetings. The QC Plan shall contain at a minimum:

a) Key Personnel and contact information
b) Resin Production Plants, location of plants, personnel qualifications, inspection and record keeping methods, equipment calibration records, accreditation certificates and minimum frequencies of sampling and testing per Table 1.
c) Aggregate Production Plant locations, personnel qualifications, inspection and record keeping methods, equipment calibration records, accreditation certificates and minimum frequencies of sampling and testing per Table 2.
d) Moisture control methods of aggregate
e) Cleaning and maintenance schedule for truck mounted application machine.
f) Corrective actions that will be taken for unsatisfactory construction practices and deviations from specifications.
g) A manufacturer's representative must be sent to the construction site to train construction personnel prior to placing the high friction surface treatment and must remain available during application as necessary. The manufacturer's representative is only required to be on-site during the first day of construction until the operation is working correctly. The Engineer reserves the right to require the manufacturer's representative to be on-site more than once to assist with contractor compliance/additional training.

The QC Plan shall designate a Plan Administrator, who shall have the full authority to institute any action necessary for the successful operation of the Plan. The Plan Administrator may supervise the QC Plan on more than one project, if that person can be in contact with the job site within one hour after being notified of a concern.

A field technician shall be present at the job site unless otherwise approved in the QC Plan. The technician shall be responsible for the required field quality control sampling and testing in conformance with the approved quality control plan and contract documents. Maintain and make available upon request complete records of sampling, testing, actions taken to correct problems and quality control inspection results. Any deviation from the approved QC Plan shall be cause for immediate suspension of operations.

Construction Methods:

Weather Restrictions: Do not apply the binder resin material on wet surfaces (including condensation moisture from construction vehicles in front binder application), when the ambient temperature is less than 40°F or above 105°F, or when the anticipated weather conditions or pavement surface temperature would prevent the proper application of the surface treatment in accordance with the manufacturer's recommendations.

Surface Preparation: Clean and fill all inadequately sealed joints and cracks 1/4 to 1-3/4 in. with a sealant approved by the binder resin material manufacturer, which will bond to the specified epoxy binder. Where high friction surface treatment will be applied on new asphalt surface in the same project, construct the high friction surface treatment a minimum of 30 days after placement of underlying and adjacent pavement. Completely remove all curing compounds on new Portland Cement Concrete surfaces prior to installation. Adequately cover and protect all utilities prior to placement of high friction surface treatment.

Clean existing surface by use of mechanical sweepers, high pressure air or other methods approved by the manufacturer prior to installation. Receiving surfaces must be clean, dry and free of all dust, oil, debris and any other material that might interfere with the bond between the epoxy binder material and existing surfaces. Asphalt surfaces may need to be washed with a mild detergent, rinsed and dried unless waived by the Engineer. Concrete surfaces may need to be shot, sand or water blasted.

Test Section: Construct a test section (minimum of 200 SY) at a location approved by the Department in the preconstruction meeting to demonstrate equipment has been properly calibrated a minimum of 24 hours prior to beginning the project. If the project site is used for the test section, open the test section to traffic after curing has completed and no uncovered epoxy remains exposed. Correct deficient areas before opening to traffic as directed at no additional cost.

Mechanical Application of HFST: Blend and mix the binder resin system in the ratio per the manufacturer's specifications (±2 percent by volume) and continuously apply once blended. The application vehicle shall be capable of applying a uniform application thickness of 50-65 mils (25 – 32 ft^2/gal) and in varying widths of up to 12 feet. Coverage rate is based upon expected variances in the surface profile of the pavement. The operation should proceed in such a manner that will not allow the mixed material to separate, cure, dry, be exposed or otherwise harden in such a way as to impair retention and bonding of the aggregate. Do not spray binder material on existing pavement markings or utility appurtenances.

Apply the aggregate within 5 minutes (±1 minute) of the base resin binder application onto the pavement section. Mechanically apply the aggregate at a rate of 12 -15 lbs/yd^2 (achieving saturation) in such a manner that there is no disruption to the leveled binder. It is the responsibility of the Contractor to ensure full embedment of the calcined bauxite aggregate. Wet spots must be covered with aggregate prior to the gelling of the binder resin system. Reclaim excess aggregate that can be reused by using a vacuum sweeper. The recovered aggregate must be clean, uncontaminated and dry. Ensure that no seams are visible in the middle of the traffic lanes of the finished work after application of the aggregate.

Applications on high speed highways such as interstate ramps and bridge decks will require additional sweeping 3 days after the initial installation is completed.

Walking, standing, or any form of contact or contamination with the wet uncured binder resin system prior to application of the aggregate without the use of spiked shoes to minimize the disturbance to the binder layer will result in that section of binder resin system being removed and replaced at the Contractor's expense. Contractor equipment and traffic is not permitted on the HFST during curing period.

Hand Application of HFST: Hand application may be used when less than 300 square yards will be used in a project. Mix the binder components to the correct proportions within 4% by weight using a low speed high torque drill fitted with a helical stirrer. Uniformly spread the binder resin system onto the surface using a serrated edge squeegee at a uniform application thickness of 50 – 65 mils (25 – 32 ft^2/gal). Coverage rate is based upon expected variances in the surface profile of the pavement.

Immediately broadcast aggregate at a rate of 12–15 lbs/yd^2 (achieving saturation) in such a manner as to not disrupt the leveled binder. It is the full responsibility of the Contractor to ensure full embedment of the calcined bauxite aggregate. Wet spots must be covered with aggregate prior to the gelling of the binder resin system. Reclaim excess aggregate that can be reused by using a vacuum sweeper. The recovered aggregate

must be clean, uncontaminated and dry. Ensure that no seams are visible in the middle of the traffic lanes of the finished work after application of the aggregate.

Applications on high speed highways such as interstate ramps and bridge decks will require additional sweeping 3 days after the initial installation is completed.

Walking, standing, or any form of contact or contamination with the wet uncured binder resin system prior to application of the aggregate without the use of spiked shoes to minimize the disturbance to the binder layer will result in that section of binder resin system being removed and replaced at the Contractor's expense. Contractor equipment and traffic is not permitted on the HFST during curing period.

Sampling and Testing: During construction, sample and test binder and aggregate per Tables 1 and 2 at a minimum frequency of 1 split set per 2,000 square yards, providing one set to the Engineer. Sample and label the material under the direct observation of the Engineer.

Curing and Clean Up: Allow the treatment to cure for the minimum duration as recommended by the binder resin material manufacturer. Remove excess aggregate on the treated area and adjacent areas with raveled aggregate by hand or by suction sweeping. Perform initial clean up before opening to traffic. Excess aggregate can be reused on the following day's installation provided the reclaimed aggregate is clean, uncontaminated and dry. Perform secondary clean up 3 to 5 days after construction. Perform final clean up 3 to 5 weeks after construction.

Field Acceptance Testing: Ensure that the coverage rate of the retained aggregate is 11-15 lbs per square yard. Remove and re-apply high friction surface treatment where any patches of exposed epoxy exist, at no additional cost. The high friction surface treated area will be tested by the Department within 60 days after construction in accordance with the requirements in Table 3. Remove and replace deficient locations as directed.

TABLE 3
FIELD ACCEPTANCE TESTING REQUIREMENTS

Property	Requirements	Frequency	Test Method
Field Dynamic Friction Value (20 km/hr) (By DelDOT)	0.90 Minimum	1 per each location or 1 per every 1,500 lane-feet, whichever is shorter. By DelDOT	ASTM E 1911
Mean Profile Depth (mm)	1.0 Minimum	1 per each location or 1 per every 1,500 lane-feet, whichever is shorter. By DelDOT	ASTM E 2157
FN40R (Corrected field FN by adding the correction in Table 4) OPTIONAL TEST	72 Minimum	Every 0.1 mile in each lane. By DelDOT	ASTM E 274 (Ribbed tire)

Table 4
High Friction Surface Correction Factors for E274 Testing

Test Speed (mph)	FN Correction	Test Speed (mph)	FN Correction	Test Speed (mph)	FN Correction
20	-9.3	30	-4.8	40	0.0
21	-8.9	31	-4.4	41	0.5
22	-8.4	32	-3.9	42	1.0
23	-8.0	33	-3.4	43	1.5
24	-7.6	34	-2.9	44	2.0
25	-7.1	35	-2.5	45	2.5
26	-6.7	36	-2.0	46	3.1
27	-6.2	37	-1.5	47	3.6
28	-5.8	38	-1.0	48	4.1
29	-5.3	39	0.5	49	4.6

Method of Measurement:

The Engineer will measure the quantity of acceptably placed high friction surface treatment. The quantity of high friction surface treatment will be measured in square yards of surface area, completed and accepted. No deduction will be made for the areas occupied by junction wells, manholes, inlets, drainage structures, pavement markings or by any public utility appurtenances within the area. Material placed outside of the designated treatment area will not be included in computing the quantity.

Basis of Payment:

The quantity of high friction surface treatment, installed and accepted, will be paid for at the Contract unit price per square yard. Price and payment will constitute full compensation for surface preparation, including removal of curing compounds on PCC pavement, filling cracks in hot-mix or concrete pavement surfaces as determined by the Engineer, furnishing and placing the epoxy binder and aggregate, test strip, sweeping, sampling and QC testing, cleanup and for all material, labor, equipment, tools and incidentals required to complete the work.

3/16/15

763501 - CONSTRUCTION ENGINEERING

Description:

This work consists of construction lay out including; stakes, lines and grades as specified below. Subsection 105.10 Construction Stakes, Lines and Grades of the Standard Specifications is voided.

Based on contract plans and information provided by the Engineer, the Contractor shall stake out right-of-way and easements lines, limits of construction and wetlands, slopes, profile grades, drainage system, centerline or offset lines, benchmarks, structure working points and any additional points to complete the project.

The Engineer will only establish the following:

(a) Original and final cross-sections for borrow pits.
(b) Final cross-sections: Top and bottom pay limit elevations for all excavation bid items that are not field measured by Construction inspection personnel. The Contractor shall notify the Engineer when these pay limit elevations are ready and allow for a minimum of two calendar days for the Engineer to obtain the information.
(c) Line and grade for extra work added on to the project plans.

Equipment. The Contractor shall use adequate equipment/instruments in a good working order. He/she shall provide written certification that the equipment/instrument has been calibrated and is within manufacturer's tolerance. The certification shall be dated a maximum of 9 months before the start of construction. The Contractor shall renew the certification a minimum of every 9 months. The equipment/instrument shall have a minimum measuring accuracy of [3mm+2ppmxD] and an angle accuracy of up to 2.0 arc seconds or 0.6 milligons. If the Contractor chooses to use GPS technology in construction stakeout, the Contractor shall provide the Engineer with a GPS rover and Automatic Level for the duration of the contract. The GPS rover shall be in good working condition and of similar make and model used by the Contractor. The Contractor shall provide up to 8 hours of formal training on the Contractor's GPS system to a maximum of four Engineer's appointees (DELDOT Construction Inspectors). At the end of the contract, the Engineer will return the GPS rover to the Contractor. If any of the equipment/instruments are found to be out of adjustment or inadequate to perform its function, such instrument or equipment shall be immediately replaced by the Contractor to the satisfaction of the Engineer. Choosing to use GPS technology does not give the contractor authority to use machine control.- Construction Engineering (GPS) Machine Control Grading shall only be used if noted in the General Notes in the plan set outlining the available files that will be provided to the Contractor and "the Release for delivery of documents in electronic form to a contractor" are signed by all parties prior to delivery of any electronic files. Only files designated in the General Notes shall be provided to the contractor. If machine control grading is allowed on the project see the "machine control" section of this specification. GPS technology and machine control technology shall not be used in the construction of bridges.

Engineering/Survey Staff. The Contractor shall provide and have available for the project an adequate engineering staff that is competent and experienced to set lines and grades needed to construct the project. The engineering personnel required to perform the work outlined herein shall have experience and ability compatible with the magnitude and scope of the project. Additionally, the Contractor shall employ an engineer or surveyor licensed in the State of Delaware to be responsible for the quality and accuracy of the work done by the engineering staff. When individuals or firms other than the Contractor perform any professional services under this item, that work shall not be subject to the sub contracting requirements of Subsection 108.01 of the Standard Specifications. The Contractor shall assume full responsibility for any errors and/or omissions in the work of the engineering staff described herein. If construction errors are caused due to erroneous work done under Construction Engineering the Contractor accepts full responsibility, no matter when the error is discovered. Consideration will not be given for any extension of contract time or additional compensation due to delays, corrective work, or additional work that may result from faulty and erroneous construction stakeout, surveying, and engineering required by this specification.

Construction Methods:

Performance Requirements:

(a) Construction Engineering shall include establishing the survey points and survey centerlines; finding, referencing, offsetting the project control points; running a horizontal and vertical circuit to verify the precision of given control points. Establishing plan coordinates and elevation marks for culverts, slopes, subbase, subsurface drains, paving, subgrade, retaining walls, and any other stakes required for control lines and grades; and setting vertical control elevations, such as footings, caps, bridge seats and deck screed. The Contractor shall be responsible for the preservation of the Department's project control points and benchmarks. The Contractor shall establish and preserve any temporary control points (traverse points or benchmarks) needed for construction. Any project control points (traverse points) or benchmarks conflicting with construction of the project shall be relocated by the Contractor. The Contractor as directed by the Engineer must replace any or all stakes that are destroyed at any time during the life of the contract. The Contractor shall re-establish centerline points and stationing prior to final cross-sections by the Engineer. The Vertical Control error of closure shall not exceed 0.035 ft times. The Horizontal Control precision ratio shall have a minimum precision of 1:20,000 feet of distance traversed prior to adjustment.

(b) The Contractor shall perform construction centerline layout of all roadways, ramps and connections, etc. from project control points set by the Engineer. The Contractor using the profiles and typical sections provided in the plans shall calculate proposed grades at the edge of pavement or verify information shown on Grades and Geometric sheets.

(c) The Contractor shall advise the Engineer of any horizontal or vertical alignment revisions needed to establish smooth transitions to existing facilities. The Contractor must immediately bring to the attention of the Engineer any potential drainage problem within the project limits. The Engineer must approve any proposed variation in profile, width or cross slope.

(d) The Contractor shall establish the working points, centerlines of bearings on bridge abutments and on piers, mark the location of anchor bolts to be installed, check the elevation of bearing surfaces before and after they are ground and set anchor bolts at their exact elevation and alignment as per Contract Plans. Before completion of the fabrication of beams for bridge superstructures, the Contractor shall verify by accurate field measurements the locations both vertically and horizontally of all bearings and shall assume full responsibility for fabricated beams fitting and bearing as constructed. After beam erection and concurrently with the Department project surveyors or their designated representative, the Contractor shall survey top of beam elevations at a maximum of 10-ft stations and compute screed grades. These shall be submitted to the Engineer for review and approval before the stay in place forms are set. Construction stakes and other reference control marks shall be set at sufficiently frequent intervals to assure that all components of the structure are constructed in accordance with the lines and grades shown on the plans.
The Contractor will be responsible for all structure alignment control, grade control and all necessary calculations to establish and set these controls.

(e) The Contractor, using contract plans, shall investigate proposed construction for possible conflicts with existing and proposed utilities. The Contractor shall then report such conflicts to the Engineer for resolution. All stakes for utility relocations, which will be performed by others, after the Notice to Proceed has been given to the Contractor, shall be paid for under item 763597 - Utility Construction Engineering.

(f) The Contractor shall be responsible for the staking of all sidewalk and curb ramp grades in accordance with the plans and the Departments Standard Construction Details. The Contractor shall review the stakeout with the Engineer prior to construction. The Engineer must approve any deviation from plans, Department Standard Construction Details and Specifications in writing. The Contractor shall be responsible for any corrective actions resulting from problems created by adjustments if they fail to obtain such approval.

(g) If wetland areas are involved and specifically defined on the Plans the following shall apply:

i. It is the intent of these provisions to alert the Contractor, that he/she shall not damage or destroy wetland areas, which exist beyond the construction limits. These provisions will be

strictly enforced and the Contractor shall advise his/her personnel and those of any Subcontractor of the importance of these provisions.

ii. All clearing operations and delineation of wetlands areas shall be performed in accordance with these Special Provisions. Before any clearing operation commences the Contractor shall demarcate wetlands at the Limits of Construction throughout the entire project as shown on the Plans labeled as Limits of Construction or Wetland Delineation to the satisfaction of the Engineer.

iii. The material to be used for flagging the limits of construction shall be orange vinyl material with the wording "Wetland Boundary" printed thereon. In wooded areas, the flagging shall be tied on the trees, at approximate 20-foot intervals through wetland areas. In open field and yard areas that have been identified as wetlands, 6 foot posts shall be driven into the ground at approximate 50-foot intervals and tied with the flagging. The flagging shall extend approximately 12 inches in length beyond the post. Posts shall be oak with cross sectional dimensions of 1 ½ inches to 2 inches by 1 ½ inches to 2 inches or ¼ inch rebar.

iv. If the flagging has been destroyed and the Engineer determines that its use is still required, the Contractor shall reflag the area at no cost to the Department. If the Contractor, after notification by the Engineer that replacement flagging is needed, does not replace the destroyed flagging within 48 hours, the Engineer may proceed to have the area reflagged. The cost of the reflagging by the Engineer will be charged to the Contractor and deducted from any monies due under the Contract.

v. At the completion of construction, the Contractor shall remove all posts and flagging.

vi. The Contractor shall be responsible for any damages to wetlands located beyond the construction limits, which occurs from his/her operations during the life of the Contract. The Contractor shall restore all temporarily disturbed wetland areas to their preconstruction conditions. This includes restoring bank elevations, streambed and wetland surface contours and wetlands vegetation disturbed or destroyed. The expense for this restoration shall be borne solely by the Contractor.

(h) Whenever the Engineer will be recording data for establishment of pay limits, the Contractor will be invited to obtain the data jointly with the Engineer's Survey Crew(s) in order to agree with the information. If the Contractor's representative is not able to obtain the same data, then the information obtained by the Engineer shall be considered the information to be used in computing the quantities in question.

Submittals. All computations necessary to establish the exact position of all work from the control points shall be made and preserved by the Contractor. All computations, survey notes, electronic files, and other records necessary to accomplish the work shall be made available to the Department in a neat and organized manner at any time as directed by the Engineer. The Engineer may check all or any portion of the stakeout survey work or notes made by the Contractor and any necessary correction to the work shall be made as soon as possible. The Contractor shall furnish the Engineer with such assistance as may be required for checking all lines, grades, and measurements established by the Contractor and necessary for the execution of the work. Such checking by the Engineer shall not relieve the Contractor of his/her responsibility for the accuracy or completeness of the work. Copies of all notes must be furnished to the engineer at the completion of the project.

The Contractor shall submit any of the following at the Engineer's request:

(a) Proposed method of recording information in field books to ensure clarity and adequacy.
(b) A printout of horizontal control verification, as well as coordinates, differences and error of closure for all reestablished or temporary Control Points.
(c) A printout of vertical control verification, with benchmark location elevation and differences from plan elevation.
(d) Sketch of location of newly referenced horizontal control, with text printout of coordinates, method of reference and field notes associated with referencing control - traverse closure report.
(e) Description of newly established benchmarks with location, elevation and closed loop survey field notes - bench closure report
(f) All updated electronic and manuscript survey records.
(g) Stakeout plan for each structure and culvert.
(h) Computations for buildups over beams, screed grades and overhang form elevations.

(i) A report showing differences between supplied baseline coordinates and field obtained coordinates, including a list of preliminary input data.
(j) Any proposed plan alteration to rectify a construction stakeout error, including design calculations, narrative and sealed drawings.
(k) Baseline for each borrows pit location.
(l) Detailed sketch of proposed overhead ground mounted signs or signals showing obstructions that may interfere with their installation.
(m) Copies of cut sheets.

Machine Control Grading

This Section of the specification shall only be used if machine control is authorized for use on the project.

Description:

This specification contains the requirements for grading operations utilizing Global Positioning Systems (GPS).

Use of this procedure and equipment is intended for grading the subgrade surface; it is not intended for the use in constructing final surface grades.

The Contractor may use any manufacturer's GPS machine control equipment and system that results in achieving the grading requirements outlined in section 202 of the standard specifications. The Contractor shall convert the electronic data provided by the Department into the format required by their system. The Department will only provide the information outlined in this document and no additional electronic data will be provided.

The Contractor shall perform at least one 500 foot test section with the selected GPS system to demonstrate that the Contractor has the capabilities, knowledge, equipment, and experience to properly operate the system and meet acceptable tolerances. The engineer will evaluate and make the determination as to whether additional 500 foot test sections are required. If the Contractor fails to demonstrate this ability to the satisfaction of the Department, the Contractor shall construct the project using conventional surveying and staking methods.

Materials:

All equipment required to perform GPS machine control grading, including equipment needed by DelDOT to verify the work, shall be provided by the Contractor and shall be able to generate end results that are in accordance with the requirements of Division 200 - EARTHWORK of the Standard Specifications.

Construction:

A. DelDOT Responsibilities:

1. The Department will set initial vertical and horizontal control points in the field for the project as indicated in the contract documents, (plans set). If the Contractor needs to establish new control points they shall be traversed from existing control points and verified to be accurate by conventional surveying techniques.

2. The Department will provide the project specific localized coordinate system.

3. The Department will provide data in an electronic format to the Contractor as indicated in the General Notes.

    a. The information provided shall not be considered a representation of actual conditions to be encountered during construction. Furnishing this information does not relieve the Contractor from the responsibility of making an investigation of conditions to be encountered including, but not limited to site visits, and basing the

bid on information obtained from these investigations, and the professional interpretations and judgments of the Contractor. The Contractor shall assume the risk of error if the information is used for any purpose for which the information is not intended.

b. Any assumption the Contractor makes from this electronic information shall be at their risk. If the Contractor chooses to develop their own digital terrain model the Contractor shall be fully responsible for all cost, liability, accuracy and delays.

c. The Department will develop and provide electronic data to the Contractor for their use as part of the contract documents in a format as indicated in the General

Notes. The Contractor shall independently ensure that the electronic data will function in their machine control grading system.

4. The Files that are provided were originally created with the computer software applications MicroStation (CADD software) and INROADS (civil engineering software). The data files will be provided in the native formats and other software formats described below. The contractor shall perform necessary conversion of the files for their selected grade control equipment. The Department will furnish the Contractor with the following electronic files:

a. CAD files

i. Inroads -Existing digital terrain model (.DTM)
ii. Inroads -Proposed digital terrain model (.DTM)
iii. Microstation -Proposed surface elements - triangles

b. Alignment Data Files:
i. ASCII Format

5. The Engineer shall perform spot checks of the Contractor's machine control grading results, surveying calculations, records, field procedures, and actual staking. If the Engineer determines that the work is not being performed in a manner that will assure accurate results, the Engineer may order the Contractor to redo such work to the requirements of the contract documents, and in addition, may require the Contractor to use conventional surveying and staking, both at no additional cost to the Department.

B. Contractor's Responsibilities:

1. The Contractor shall provide the Engineer with a GPS rover and Automatic Level, for use during the duration of the contract. At the end of the contract, the GPS rover and Automatic Level will be returned to the Contractor. The Contractor shall provide a total of 8 hours of formal training on the Contractor's GPS machine control system to the Engineer and up to three additional Department appointees per rover.

2. The Contractor shall review and apply the data provided by the Department to perform GPS machine control grading.

3. The Contractor shall bear all costs, including but not limited to the cost of actual reconstruction of work, that may be incurred due to application of GPS machine control grading techniques. Grade elevation errors and associated corrections including quantity adjustments resulting from the contractor's use of GPS machine control shall be at no cost to the Department.

4. The Contractor shall convert the electronic data provided by the Department into a format compatible with their system.

5. The Contractor's manipulation of the electronic data provided by the Department shall be performed at their own risk.

6. The Contractor shall check and if necessary, recalibrate their GPS machine control system

at the beginning of each workday in accordance with the manufacturer's recommendations, or more frequently as needed to meet the requirements of the project.

7. The Contractor shall meet the accuracy requirements as detailed in the Standard Specifications.

8. The Contractor shall establish secondary control points at appropriate intervals and at locations along the length of the project. These points shall be outside the project limits and/or where work is performed. These points shall be at intervals not to exceed 1000 feet. The horizontal position of these points shall be determined by conventional survey traverse and adjustments from the original baseline control points. The conventional traverse shall meet or exceed the Department's Standards. The elevation of these control points shall be established using differential leveling from the project benchmarks, forming a closed loop. A copy of all new control point information including closure report shall be provided and approved by the Engineer prior to construction activities. The Contractor shall be responsible for all errors resulting from their efforts and shall correct deficiencies to the satisfaction of the Engineer and at no additional cost to the Department.

9. The Contractor shall provide stakes at all alignment control points, at every 500 foot stationing, and where required for coordination activities involving environmental agencies and utility companies at the Contractor's expense. Work that is done solely for utility companies and that is beyond the work performed under item 763501 - Construction shall follow and be paid for under item 763597 -Utility Construction Engineering.

10. The Contractor shall at a minimum set hubs at the top of finished grade at all hinge points on the cross section at 500 foot intervals on the main line and at least 4 cross sections on side roads and ramps as directed by the engineer or as shown on the plans. Placement of a minimum of 4 control points outside the limits of disturbance for the excavation of borrow pits, Stormwater Management Ponds, wetland mitigation sites etc. These control points shall be established using conventional survey methods for use by the Engineer to check the accuracy of the construction.

11. The Contractor shall preserve all reference points and monuments that are identified and established by the Engineer for the project. If the Contractor fails to preserve these items the Contractor shall reestablish them at no additional cost to the Department.

12. The Contractor shall provide control points and conventional grades stakes at critical points such as, but not limited to, PC's, PT's, superelevation points, and other critical points required for the construction of drainage and roadway structures.

13. No less than 2 weeks before the scheduled preconstruction meeting, the Contractor shall submit to the Engineer for review a written machine control grading work plan which shall include the equipment type, control software manufacturer and version, and proposed location of the local GPS base station used for broadcasting differential correction data to rover units.

14. The Contractor shall follow the guidelines set forth in the "Geometric Geodetic Accuracy Standards and Specifications for Using GPS Relative Positioning Techniques" and follow a minimum of Second Order Class 1, (2-I) classification standards.

Automated equipment operations have a high reliance on accurate control networks from which to take measurements, establish positions, and verify locations and features. Therefore, a strong contract control network in the field which is the same or is strongly integrated with the project control used during the design of the contract is essential to the successful use of this technology with the proposed Digital Terrain Model (DTM). Consistent and well designed site calibration for all machine control operations (as described below under Contract Control Plan) are required to ensure the quality of the contract deliverables. The Contract Control Plan is intended to document which horizontal and vertical control will be held for these operations. Continued incorporation of the Base Station(s) as identified in the Contract Control Plan is essential to maintaining the integrity of positional locations and elevations of features. The Contract Control Plan shall be submitted to the Department for review and approval by the Departments Survey Section 3 weeks prior to the start of any machine control work. The Contractor shall operate and maintain all elements of the

Machine Grade Control continuously once the operations begin until otherwise approved by the Engineer.

Contract Control Plan:

The Contractor shall develop and submit a Contract Control Plan for all contracts which use Machine Control Grading. Contract control includes all primary and secondary horizontal and vertical control which will be used for the construction contract. Upon the Contractor's completion of the initial survey reconnaissance and control verification, but prior to beginning primary field operations, the Contractor shall submit a Contract Control Plan document (signed and sealed by the Delaware licensed Land Surveyor or Delaware Professional Engineer who oversees its preparation) for acceptance by the
Engineer, which shall include the following:

1. A control network diagram of all existing horizontal and vertical control recovered in the field as contract control.

2. Include a summary of the calculated closures of the existing control network, and which control has been determined to have been disturbed or out of tolerance from its original positioning.

3. An explanation of which horizontal and vertical control points will be held for construction purposes. If necessary include all adjustments which may have been made to achieve required closures.

4. An explanation of what horizontal and vertical control (including base stations) was set to accomplish the required stakeout or automated machine operation. Include how the position of these new control points was determined.

5. Describe the proposed method and technique (technology and quality control) for utilizing the control to establish the existing and/or proposed feature location and to verify the completed feature location and/or measured quantity.

6. A listing of the horizontal and vertical datums to be used and the combined factor to be used to account for ellipsoidal reduction factor and grid scale factor.

7. If the Contractor chooses to use machine control as a method of measuring and controlling excavation, fill, material placement or grading operations as a method of measuring and controlling excavation, fill, material placement or grading operations, the Contractor Control Plan shall include the method by which the automated machine guidance system will initially be site calibrated to both the horizontal and vertical contract control, and shall describe the method and frequency of the calibration to ensure consistent positional results.

8. Issues with equipment including inconsistent satellite reception of signals to operate the GPS machine control system will not result in adjustment to the "Basis of Payment" for any construction items or be justification for granting contract time extension.

Method of Measurement:

The quantity of Construction Engineering will not be measured.

Basis of Payment:

Payment will be made at the Lump Sum price bid for the item "Construction Engineering". The price bid shall include the cost of furnishing all labor, equipment, instruments, stakes and other material necessary to satisfactorily complete the work as herein described under this item for all roads and structures that are a part of the contract. Adjustment in payment will be made for the deletion or addition of work not shown in the contract documents.

Monthly payment will be made under this item in proportion to the amount of work done as determined by the Engineer.

763564 - SPECIAL BIDDING PROCEDURE

SPECIAL BIDDING PROCEDURE

The Department of Transportation is using a special bidding procedure for this project for selecting the bidder to perform work.

The process for bidding will take into account not only the price offerings of the bidder but also the speed with which the Contractor can provide a usable facility to the traveling public.

1. Preparation of Proposal Form

The bidder shall establish the number of calendar days that they will require to complete the work, in accordance with the Plans and Specifications, necessary to have the project completed in its ultimate condition with all lanes and shoulders fully open to unrestricted highway traffic. This calendar day number shall be indicated in the Proposal Form of this Invitation for Bids. The product of this number of calendar days times the average Road User Cost of $25,000.00per day shall be included in the Contractor's total bid price for this proposal. The Total sum will be the amount used as a basis of comparison of bids in establishing the successful bidder.

2. Consideration of Bids

The total submitted bid shall consist of two parts, Part A and Part B.

Part A = the total dollar amount for all work to be performed.

Part B = The total number of calendar days proposed by the bidder to complete the required worktimes a Road User Cost of $25,000.00/Calendar Day according to the following formula.

Part B = Proposed Calendar Days X$25,000.00/Calendar Day

***The maximum number of calendar days that can be utilized in the calculation of this part of the bid is 404.

The total submitted bid will be the sum of Part A and Part B subject to all other governing requirements of the Standard Specifications or Special Provisions.

Total Submitted Bid = Part A + Part B

The successful bid will be determined by the Department as the lowest total submitted bid of all responsive/responsible bidders after bid review. The determination of a responsible/responsive bidder includes a rigorous review of the bid proposal for unbalanced bidding. The lowest responsible/responsive bidder must be prepared to demonstrate that the "B" portion of the bid is reasonable, rational, and achievable without incurring Liquidated Damages.

The preceding formula shall only be used as a basis of comparison to determine the successful bidder and shall not be used to determine the award amount nor final payment to the Contractor when the project is completed. Only the unit prices bid and the quantities required to complete the project and any incentive or disincentive due shall be used to determine final payment to the Contractor.

3. Proposal Guaranty

The proposal guaranty shall be based on 10% of the Contractor's total bid price as resulting from the summation of the unit bid prices on the Bid Proposal Forms. (Price of work proposed, Item A in Formula.)

COMPLETION AND SUBMITTAL OF THE 'SPECIAL BIDDING PROCEDURE' FORM WITH YOUR BID IS REQUIRED (The form follows the Bid Pages contained within this document).

908510 - MOWING
908511 - MOWING MEDIAN
908512 - MOWING ROADSIDE

Description:

This work consists of mowing roadside, median, and/or any designated areas to a height between approximately 4 and 6 , unless otherwise indicated on the Plans, and in accordance with the locations, notes on the Plans and/or as directed by the Engineer.

Equipment:

Equipment used for mowing operations shall be mechanical, and shall be sufficiently equipped with safety devices to protect the operator, motorists, and pedestrians from moving hazards, and shall have prior approval of the Engineer. Hand mowing shall be performed on inaccessible areas at the direction of the Engineer.

Method of Measurement:

The quantity of mowing will be measured in linear feet of Mowing Roadside and/or Mowing Median, and in acres for other designated areas.

Measurement for Mowing Roadside, shall be made along the approximate center line of the adjacent pavement for mowing areas between the right of way and pavement.

Measurement for Mowing Median shall be made along the approximate center line of the median area to be mowed.

No measurements shall be made for mowing traffic separation islands in intersections.

Basis of Payment:

The quantity of Mowing Roadside and/or Mowing Median, will be paid for at the Contract unit price per linear foot bid "Mowing Roadside" and/or "Mowing Median", and Contract unit price per acre for "Mowing", as specifically applicable to this Contract. Price and payment shall constitute full compensation for all labor, tools, equipment, fuels, lubricants, safety devices, necessary traffic controls, location moves, and incidentals necessary for the performance of the work.

Mowing of traffic separation islands in intersections shall not be paid for separately, but are considered incidental to Mowing Roadside or Mowing Median.

For new construction contracts, there shall be no payment for the final clean up mowing as required in Subsection 104.14 of the Standard Specifications.

9/19/17

STATE OF DELAWARE
DEPARTMENT OF TRANSPORTATION
800 BAY ROAD
P.O. BOX 778
DOVER, DELAWARE 19903

JENNIFER COHAN
SECRETARY

UTILITY STATEMENT
May 18, 2018
Revised August 23, 2019
State Contract No. T201811001
Pavement & Rehabilitation, North, VIII 2018
F.A.P. No. N/A
Project I.D. No 18-86753
New Castle County, Delaware

The following utility companies may own and/or maintain facilities within the project limits:

ARTESIAN WATER COMPANY
AT&T
DELDOT
DELMARVA POWER GAS
NEW CASTLE DEPT SPECIAL SVC
VERIZON

The following is a breakdown of the utilities involved, adjustments and/or relocations as required:

Artesian Water:
Artesian Water maintains underground water system within this contract location.
A detail description of the Artesian Water existing facilities are:

1. Artesian Water maintains a 12" DIP under SR1 on the south bound shoulder of School Bell Road.

Artesian Water proposes the following relocations and /or adjustments:

1. There are no apparent conflicts to Artesian Water existing facilities. Therefore, Artesian Water is not planning any relocations and /or adjustments.

The Contractor must use care when working in these areas. Any adjustments, including valve risers, to Artesian Water Company facilities shall be performed by the utility after a fourteen (14) calendar day notice from the contractor. The time to complete any relocations/adjustments will depend on the nature of the work.

The Contractor is not permitted to draw water from any hydrant for any use, without the written permission of the Artesian Water Company and proper metering and backflow prevention equipment in place.

No working/existing Artesian Water Company facilities can be taken out of service. These facilities will remain in place and active during the duration of this contract.

AT&T:

AT&T maintains underground fiber communication system within this contract location.

A detail description of the AT&T existing facilities are:

1. AT&T maintains a Fiber Communication system under SR1 on the north bound shoulder of School Bell Road.

AT&T proposes the following relocations and /or adjustments:

2. There are no apparent conflicts to AT&T existing facilities. Therefore, AT&T is not planning any relocations and /or adjustments.

The Contractor must use care when working in these areas. Any adjustments, AT&T facilities shall be performed by the utility after a fourteen (14) calendar day notice from the contractor. The time to complete any relocations/adjustments will depend on the nature of the work.

No working/existing AT&T facilities can be taken out of service.
These facilities will remain in place and active during the duration of this contract.

Del DOT:

Del Dot maintains ITMS, fiber, lighting and/or signal systems throughout the project limits of this location. The Contractor must use care when working in these areas. Any adjustments to Del DOT facilities shall be performed by the State's Contractor in accordance with the Standard Specifications as directed by the District Engineer. The contractor shall report any impacts to any vehicle detection system to the Traffic Management Center (TMC) (Cell #77) (24 HR 302-659-4600), seven (7) calendar days before the loop system is impacted.

Delmarva Power-Gas:

Delmarva Power – Gas maintains an underground 6" plastic gas distribution facility within the project limits.

A detail description of Delmarva power's existing facilities is:

1. The 6" plastic gas distribution facility crosses under SR1in a 10" casing that crosses from fence line to fence line on each side of the highway. The crossing is approximately 940 feet north of the center of the base of the EXIT #160 green guide sign. This is in line with Lark Ave on the east side of SR1. This 6" gas pipeline continues past the limits of construction on each side of SR1.

Delmarva Power -Gas proposes the following relocations and /or adjustments.

1. There are no apparent conflicts to the Company's existing facilities. Therefore, Delmarva Power - Gas is not planning any relocations and /or adjustments.

Should any conflicts be encountered during construction requiring adjustment and/or relocation to the aforementioned utilities existing facilities, the necessary relocation work shall be accomplished by the respective company's forces, as directed by the Engineer.

No working/existing Delmarva Power - Gas facilities can be taken out of service.
These facilities will remain in place and active during the duration of this contract.

New Castle County:

New Castle County maintains an underground waste water facilities within the project limits.

A detail description of Sussex County existing facilities are:

1. New Castle County maintains a 20" steel casing containing an 8" PVC waste water pipe from the ROW line on the east side of SR1 to the ROW line on the west side of SR1. This crossing is located at Sta.312+09.

Sussex County Engineering proposes the following relocations and /or adjustments.

1. There are no apparent conflicts to the New Castle County existing facilities. Therefore, New Castle County is not planning any relocations and /or adjustments.
2. The contractor shall adjust each, sewer clean out riser, or sewer manhole as directed by the Engineer in compliance with New Castle County and DelDOT Construction Details if the adjustment is needed to complete the project.

Should any conflicts be encountered during construction requiring adjustment and/or relocation to the aforementioned utilities existing facilities, the necessary relocation work shall be accomplished by the state contractor's forces, as directed by the Engineer.

No working/existing New Castle County waste water facilities can be taken out of service. These facilities will remain in place and active during the duration of this contract.

Verizon:

Verizon owns and maintains overhead and underground facilities within the project limits. Should any adjustments to Delmarva's manholes be needed they shall be made by Verizon's forces with a minimum of twenty one (21) calendar days in advance given to Verizon by the State Contractor. Should any other adjustments to Verizon's facilities be needed they shall be made by Verizon with a minimum of twenty one (21) calendar days in advance given to Verizon by the State Contractor.

No working/existing Verizon facilities can be taken out of service. These facilities will remain in place and active during the duration of this contract.

Utility adjustment and/or relocation involvement is not anticipated except those listed above. Should any conflicts be encountered during construction requiring adjustment and/or relocation the necessary relocation work shall be accomplished by the respective utility company, as directed by the District Engineer. The State contractor shall coordinate any potential conflicts with utility companies and provide adequate notice prior to performing work.

General Notes

1. **The Contractor's attention is directed to Section 105.09 Utilities, Delaware Standard Specifications, August 2016. The Contractor shall contact Miss Utility (1-800-282-8555) two working days prior to any excavation. The Contractor is responsible for the support and protection of all utilities when excavating. The Contractor is responsible for ensuring proper clearances, including safety clearances, from overhead utilities for construction equipment. The Contractor is advised to check the site for access purposes for his equipment and, if necessary, make arrangements directly with the utility companies for field adjustments for adequate clearances.**

2. **The information shown in the Contract Documents, including the Utility Statement and the Utility Schedule contained herein, concerning the location, type and size of existing and proposed utilities, their locations, and construction timing has been compiled by the preparer based on information furnished by each of the involved Utility Companies. It shall be the responsibility of the State's Contractor to verify all information and coordinate with the Utility Companies prior to and during construction, as specified in Section 105.09 of the Standard Specifications.**

3. **It is understood and agreed that the Contractor has considered in his bid all permanent and temporary utility appurtenances in their present and relocated positions as shown on the plans or described in the Utility Statement or are readily discernible and that no additional compensation will be allowed for any delays, inconvenience, or damage due to any interference from the utility facilities and appurtenances or the operation of moving them, except that the Contractor may be granted an equitable extension of time. The contractor's means and method of construction are not taken into account when known utility conflicts are identified. If the Contractor's means and method of construction create a utility conflict the Utility Statement will prevail in discussions with the utility and the Contractor. The State's Contract shall be responsible for any costs associated with any temporary outages; holding, bracing and shielding of utility facilities; temporary relocations; or permanent relocations that are not specifically identified in this utility statement or shown in the contract plan set.**

4. **Coordination and cooperation among the Utility Companies and the State's Contractor are of prime importance. Therefore, the Contractor is directed to contact the following Utility Company representatives with any questions regarding this work prior to submitting bids and work schedules. Proposed work schedules should reflect the Utility Companies' proposed relocations. The Utility Companies do not work on weekends or legal holidays.**

NAME	COMPANY	PHONE	EMAIL
Wayne Tyler	Artesian Water Company	302-453-6987	wtyler@artesianwater.com
Louis Marello	AT&T	914-397-3744	lmarello@att.com
James Bunting	DelDOT Traffic	302-222-5970	Jim.Bunting@state.de.us
Kristin Stistin	Delmarva Power – Gas	302-429-3364	Kristin.Stanfill@delmarva.com
Dan Netta	New Castle County Dept of Special Services	302-395-5817	dnetta@nccde.org
George Zang	Verizon	302 422-1238	george.w.zang@verizon.com

5. **As outlined in Chapter 3 of the DelDOT Utilities Manual, individual utility companies are responsible for obtaining all required permits from municipal, State and federal government agencies and railroads. This includes but is not limited to water quality permits/DNREC Water Quality Certification, DNREC Subaqueous Lands/Wetlands permits, DNREC Coastal Zone Consistency Certification, County Floodplain permits (New Castle County only), U.S. Coast Guard permits, US Army Corps 404 permits, sediment and erosion permits, and railroad crossing permits.**

6. **Individual utility companies are required to restore any areas disturbed in conjunction with their relocation work. If an area is disturbed by a utility company and is not properly restored, the Department may have the highway contractor perform the necessary restoration. Any additional costs incurred as a result will be forwarded to the utility company.**

7. **16 Del. C. § 7405B requires notification to and mutually agreeable measures from the public utility operating the electric line for the any person intending to carry on any function, activity, work or operation within dangerous proximity of any high voltage overhead electric lines. All contractors/other utilities must also maintain a distance of 10'-0" from all energized lines.**

8. **Any existing facilities that are comprised of hazardous materials will be removed by the Utility Company unless otherwise outlined in the contract documents or language above. Any existing facilities containing hazardous materials will be purged by the Utility Company unless otherwise outlined in the contract documents or language above.**

DIVISION OF TRANSPORTATION SOLUTIONS

Utilities Section, DelDOT
Chuck.Ferguson@state.de.us

24 May 2019
Date

STATE OF DELAWARE
DEPARTMENT OF TRANSPORTATION
PO BOX 778
DOVER, DELAWARE 19903

CERTIFICATE OF RIGHT-OF-WAY STATUS

STATE PROJECT NO. T201811001

F.A.P. NO. N/A fro R/W

PAVEMENT AND REHABILITATION, NORTH VIII, 2018

NEW CASTLE COUNTY

Certificate of Right-of-Way Status – 100%

Status - LEVEL 1

As required by 23 CFR, Part 635, and other pertinent Federal and State regulations or laws, the following certifications are hereby made in reference to this highway project:

All project construction or work shall be performed within existing rights of way and permanent easements; and

All necessary real property interests, including control of access rights when pertinent, were acquired as part of previous highway projects, and include legal and physical possession; and,

This project does not cause any persons to be displaced as defined in 49 CFR, Part 24; and,

The State has the right to remove, salvage, or demolish any improvements or personal property that may be located within project limits.

RIGHT OF WAY SECTION

Monroe C. Hite, III
Chief of Right of Way

August 23, 2019
Revised from November 27, 2018

STATE OF DELAWARE
DEPARTMENT OF TRANSPORTATION
800 BAY ROAD
P.O. BOX 778
DOVER, DELAWARE 19903

JENNIFER COHAN
SECRETARY

May 28, 2019

ENVIRONMENTAL REQUIREMENTS

FOR
State Contract No. T201811001
Federal Aid No.: N/A

Contract Title: Pavement and Rehabilitation, North VIII, 2018

Due to the nature of the proposed construction activities, permits are not required for this project. However, the following construction requirements and special provisions have been developed to minimize and mitigate impact to the surrounding environs. These requirements by DelDOT not specified within the contract, but listed below, are the responsibility of the contractor and are subject to risk of shut down at the contractor's expense if not followed.

GENERAL REQUIREMENTS:

1. All construction debris, excavated material, brush, rocks, and refuse incidental to such work shall be placed either on shore above the influence of flood waters or on some suitable dumping ground.

2. That effort shall be made to keep construction debris from entering adjacent waterways or wetlands. Any debris that enters those areas shall be removed immediately.

3. The disposal of trees, brush, and other debris in any stream corridor, wetland, surface water, or drainage area is prohibited.

4. DelDOT Environmental Studies Section (302) 760-2264 must be notified if there are any changes to the project methods, footprint, materials, or designs, to allow the Department to coordinate with the appropriate resource agencies (COE, DNREC, and SHPO), for approval.

STATE OF DELAWARE
DEPARTMENT OF TRANSPORTATION
800 BAY ROAD
P.O. BOX 778
DOVER, DELAWARE 19903

JENNIFER COHAN
SECRETARY

RAILROAD STATEMENT
For

State Contract No.: T201811001

Federal Aid No.: N/A

Project Title: Pavement and Rehabilitation, North VIII, 2018

The following railroad companies maintain facilities within the contract limits:

- ☐ Amtrak
- ☐ CSX
- ☐ Delaware Coast Line
- ☐ East Penn
- ☐ Delmarva Central
- ☐ Maryland & Delaware
- ☐ Norfolk Southern
- ☐ Wilmington & Western
- ☑ None

DOT Inventory No.: N/A No. Trains/Day: N/A Passenger Trains (Y / N): N/A

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 is pending. The Contractor cannot begin work untill the Agreement 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

11Sept19
DATE

BID PROPOSAL FORMS

CONTRACT T201811001.01

UNLESS OTHERWISE DIRECTED, SUBMIT ALL FOLLOWING PAGES TO:

DEPARTMENT OF TRANSPORTATION
BIDDERS ROOM
800 BAY ROAD
DOVER, DELAWARE 19901

Identify the following on the outside of the sealed envelope:
- Contract Number T201811001.01
- Name of Contractor

CONTRACT ID: T201811001.01 PROJECT(S): T201811001

All figures must be typewritten.

CONTRACTOR :_____

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE DOLLARS	UNIT PRICE CTS	BID AMOUNT DOLLARS	BID AMOUNT CTS
	SECTION 0001 ROADWAY					
0010	201000 CLEARING AND GRUBBING	LUMP	LUMP			
0020	202000 EXCAVATION AND EMBANKMENT	14310.000 CY				
0030	202003 UNDERCUT EXCAVATION	100.000 CY				
0040	209001 BORROW, TYPE A	850.000 CY				
0050	209002 BORROW, TYPE B	50.000 CY				
0060	209005 FURNISHING BORROW, TYPE C FOR PIPE AND UTILITY TRENCH BACKFILL	50.000 CY				
0070	209006 BORROW, TYPE F	3008.000 CY				
0080	211000 REMOVAL OF STRUCTURES AND OBSTRUCTIONS	LUMP	LUMP			
0090	211002 REMOVAL OF STRUCTURES AND OBSTRUCTIONS (GUARDRAIL)	43100.000 LF				

CONTRACT ID: T201811001.01 PROJECT(S): T201811001

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CONTRACTOR :_____

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE DOLLARS	UNIT PRICE CTS	BID AMOUNT DOLLARS	BID AMOUNT CTS
0100	301001 GRADED AGGREGATE BASE COURSE, TYPE B	6000.000 CY				
0110	302002 DELAWARE NO. 3 STONE	80.000 TON				
0120	401005 SUPERPAVE TYPE C, PG 64-22 (CARBONATE STONE)	3840.000 TON				
0130	401014 SUPERPAVE TYPE B, PG 64-22	1990.000 TON				
0140	401016 SUPERPAVE TYPE B, PG 76-22	1990.000 TON				
0150	401021 SUPERPAVE TYPE BCBC, PG 64-22	3275.000 TON				
0160	401501 BITUMINOUS ASPHALT TACK COAT	300.000 GAL				
0170	401517 STONE MATRIX ASPHALT (SMA) WEARING SURFACE	19367.000 TON				
0180	401577 PAVER-LAID ULTRATHIN BITUMINOUS CONCRETE	20432.000 SY				
0190	601011 REINFORCED CONCRETE PIPE, 15", CLASS III	24.000 LF				

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CONTRACTOR :_____

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE DOLLARS	UNIT PRICE CTS	BID AMOUNT DOLLARS	BID AMOUNT CTS
0200	601014 REINFORCED CONCRETE PIPE, 24", CLASS III	4.000 LF				
0210	601141 REINFORCED CONCRETE FLARED END SECTION, 15"	3.000 EACH				
0220	601144 REINFORCED CONCRETE FLARED END SECTION, 24"	1.000 EACH				
0230	602100 REPLACE DRAINAGE INLET GRATE(S)	2.000 EACH				
0240	602101 REPLACE DRAINAGE INLET FRAME(S)	2.000 EACH				
0250	602130 ADJUSTING AND REPAIRING EXISTING DRAINAGE INLET	50.000 EACH				
0260	602505 PERSONAL SAFETY GRATE	8.000 EACH				
0270	606006 DRILLED SHAFT, 54"	75.000 LF				
0280	617000 STEEL SIGN STRUCTURE, TUBULAR ARCH, CANTILEVER	LUMP	LUMP			
0290	701011 PORTLAND CEMENT CONCRETE CURB, TYPE 1-4	13302.000 LF				

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CONTRACTOR :_____

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE DOLLARS	UNIT PRICE CTS	BID AMOUNT DOLLARS	BID AMOUNT CTS
0300	705002 PORTLAND CEMENT CONCRETE SIDEWALK, 6"	6.000 SF				
0310	709001 PERFORATED PIPE UNDERDRAINS, 6"	4862.000 LF				
0320	709011 UNDERDRAIN OUTLET PIPE, 6"	253.000 LF				
0330	720021 GALVANIZED STEEL BEAM GUARDRAIL, TYPE 1-31	24578.000 LF				
0340	720023 GALVANIZED STEEL BEAM GUARDRAIL, TYPE 3-31	12601.000 LF				
0350	721001 GUARDRAIL END TREATMENT, TYPE 1-31, TEST LEVEL 3	17.000 EACH				
0360	721006 END ANCHORAGE 31	22.000 EACH				
0370	721013 GUARDRAIL TO BARRIER CONNECTION, EXIT TYPE 27	12.000 EACH				
0380	721014 GUARDRAIL TO BARRIER CONNECTION, APPROACH TYPE 1-27	14.000 EACH				
0390	727006 TEMPORARY CONSTRUCTION FENCE	3090.000 LF				

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LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE DOLLARS	UNIT PRICE CTS	BID AMOUNT DOLLARS	BID AMOUNT CTS
0400	760006 RUMBLE STRIPS, BITUMINOUS PAVEMENT	53750.000 LF				
0410	760010 PAVEMENT MILLING, BITUMINOUS CONCRETE PAVEMENT	171020.000 SYIN				
0420	760012 PAVEMENT MILLING, BITUMINOUS CONCRETE PAVEMENT, VARIABLE DEPTH	4250.000 SYIN				
0430	760502 HIGH FRICTION SURFACE TREATMENT	14655.000 SY				
0440	762001 SAW CUTTING, CONCRETE, FULL DEPTH	38100.000 LF				
0450	762004 BUTT JOINTS	10475.000 SY				
0460	763000 INITIAL EXPENSE/DE-MOBILIZATION	LUMP	LUMP			
0470	763501 CONSTRUCTION ENGINEERING	LUMP	LUMP			
0480	801000 MAINTENANCE OF TRAFFIC	LUMP	LUMP			
0490	802003 ARROW PANELS TYPE C	547.000 EADY				

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LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE DOLLARS	UNIT PRICE CTS	BID AMOUNT DOLLARS	BID AMOUNT CTS
0500	803001 FURNISH AND MAINTAIN PORTABLE CHANGEABLE MESSAGE SIGN	675.000 EADY				
0510	804001 FURNISH AND MAINTAIN PORTABLE LIGHT ASSEMBLY (FLOOD LIGHTS)	924.000 EADY				
0520	805001 PLASTIC DRUMS	8938.000 EADY				
0530	806001 TRAFFIC OFFICERS	2790.000 HOUR	75.00000		209250.00	
0540	807001 FURNISH AND INSTALL TEMPORARY PORTLAND CEMENT CONCRETE SAFETY BARRIER, UNPINNED	6650.000 LF				
0550	807004 RELOCATE TEMPORARY PORTLAND CEMENT CONCRETE SAFETY BARRIER, UNPINNED	25220.000 LF				
0560	807009 REMOVE TEMPORARY PORTLAND CEMENT CONCRETE SAFETY BARRIER, UNPINNED	6650.000 LF				
0570	808001 FURNISH AND MAINTAIN TRUCK MOUNTED ATTENUATOR, TYPE I	338.000 EADY				
0580	809001 INSTALL TEMPORARY IMPACT ATTENUATOR	7.000 EACH				

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LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE DOLLARS	UNIT PRICE CTS	BID AMOUNT DOLLARS	BID AMOUNT CTS
0590	809005 FURNISH TEMPORARY IMPACT ATTENUATOR - NON-GATING, REDIRECTIVE, TEST LEVEL 3	1.000 EACH				
0600	809006 RELOCATE TEMPORARY IMPACT ATTENUATOR	7.000 EACH				
0610	810001 TEMPORARY WARNING SIGNS AND PLAQUES	14989.000 EADY				
0620	811001 FLAGGER, NEW CASTLE COUNTY STATE	200.000 HOUR				
0630	811013 FLAGGER, NEW CASTLE COUNTY, STATE, OVERTIME	30.000 HOUR				
0640	813001 TEMPORARY BARRICADES, TYPE III	1262.000 LFDY				
0650	817002 PERMANENT PAVEMENT STRIPING, SYMBOL/LEGEND, ALKYD-THERMOPLASTIC	381.000 SF				
0660	817003 TEMPORARY MARKINGS, PAINT, 4"	107500.000 LF				
0670	817006 PERMANENT PAVEMENT STRIPING, ALKYD-THERMOPLASTIC, 12"	220.000 LF				
0680	817009 TEMPORARY MARKINGS, TAPE, 4"	91000.000 LF				

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LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE DOLLARS	UNIT PRICE CTS	BID AMOUNT DOLLARS	BID AMOUNT CTS
0690	817013 PERMANENT PAVEMENT STRIPING, EPOXY RESIN PAINT, WHITE/YELLOW, 5"	90759.000 LF				
0700	817014 PERMANENT PAVEMENT STRIPING, EPOXY RESIN PAINT, WHITE/YELLOW, 10"	7090.000 LF				
0710	817018 PERMANENT PAVEMENT STRIPING, EPOXY RESIN PAINT, BLACK, 3"`	1700.000 LF				
0720	817020 RETROREFLECTIVE PREFORMED PATTERENED MARKINGS, 5"	7845.000 LF				
0730	817021 RETROREFLECTIVE PREFORMED PATTERNED MARKINGS, 10"	1974.000 LF				
0740	817022 RETROREFLECTIVE PREFORMED PATTERNED MARKINGS, 8"	340.000 LF				
0750	817023 RETROREFLECTIVE PREFORMED PATTERNED MARKINGS, 13"	95.000 LF				
0760	817031 REMOVAL OF PAVEMENT STRIPING	1675.000 SF				
0770	818005 SUPPLY OF EXTRUDED ALUMINUM SIGN PANEL, TYPE IX, RETROREFECTIVE SHEETING	38.000 SF				

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LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE DOLLARS	UNIT PRICE CTS	BID AMOUNT DOLLARS	BID AMOUNT CTS
0780	818006 SUPPLY OF EXTRUDED ALUMINUM SIGN PANEL, TYPE XI, RETROREFLECTIVE SHEETING	808.000 SF				
0790	819018 INSTALLATION OR REMOVAL OF TRAFFIC SIGN(S) ON SINGLE SIGN POST	8.000 EACH				
0800	819019 INSTALLATION OR REMOVAL OF TRAFFIC SIGN(S) ON MULTIPLE SIGN POSTS	224.000 SF				
0810	820003 REINFORCED CONCRETE MASONRY SIGN FOUNDATION, W-10	3.000 EACH				
0820	820004 REINFORCED CONCRETE MASONRY SIGN FOUNDATION, W-12	2.000 EACH				
0830	820010 SUPPLY OF BREAKAWAY I-BEAM SIGN POSTS, W-10	56.000 LF				
0840	820011 SUPPLY OF BREAKAWAY I-BEAM SIGN POSTS, W-12	44.000 LF				
0850	820017 INSTALLATION OF BREAKAWAY I-BEAM SIGN POSTS	5.000 EACH				
0860	820018 REMOVAL OF BREAKAWAY I-BEAM SIGN POSTS	8.000 EACH				

CONTRACT ID: T201811001.01 PROJECT(S): T201811001

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LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE DOLLARS	UNIT PRICE CTS	BID AMOUNT DOLLARS	BID AMOUNT CTS
0870	820019 INSTALL SIGN PANEL ON BREAKAWAY I-BEAM SIGN SUPPORT	338.000 SF				
0880	820020 REMOVE SIGN PANEL ON BREAKAWAY I-BEAM SIGN SUPPORT	638.000 SF				
0890	822002 INSTALLLATION OF SIGN ON/OVER HIGHWAY STRUCTURE	808.000 SF				
0900	830001 CONDUIT JUNCTION WELL, TYPE 1, 20" X 20" PRECAST CONCRETE	12.000 EACH				
0910	830002 CONDUIT JUNCTION WELL, TYPE 4, 20" X 42-1/2" PRECAST CONCRETE	13.000 EACH				
0920	830004 CONDUIT JUNCTION WELL, TYPE 7, 36" X 60" PRECAST POLYMER CONCRETE	1.000 EACH				
0930	830008 ADJUST OR REPAIR EXISTING CONDUIT JUNCTION WELL	2.000 EACH				
0940	830010 REMOVAL OF EXISTING JUNCTION WELL	8.000 EACH				
0950	831002 FURNISH AND INSTALL UP TO 4" SCEDULE 80 HDPE CONDUIT (BORE)	360.000 LF				

CONTRACT ID: T201811001.01 PROJECT(S): T201811001

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LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE DOLLARS	UNIT PRICE CTS	BID AMOUNT DOLLARS	BID AMOUNT CTS
0960	831004 FURNISH AND INSTALL UP TO 4" SCHEDULE 80 PVC CONDUIT (TRENCH)	1365.000 LF				
0970	831006 FURNISH AND INSTALL UP TO 4" GALVANIZED STEEL CONDUIT (TRENCH)	2050.000 LF				
0980	832007 FURNISH AND INSTALL 1-CONDUCTOR #4 AWG STRANDED COPPER, TYPE USE-2	80.000 LF				
0990	832009 FURNISH AND INSTALL 1-CONDUCTOR #8 STRANDED COPPER, TYPE USE-2	6585.000 LF				
1000	832035 REMOVAL OF CABLE FROM CONDUIT OR TRAFFIC /LIGHTING POLE	515.000 LF				
1010	834001 POLE BASE, TYPE 3	1.000 EACH				
1020	834006 POLE BASE, TYPE 6	5.000 EACH				
1030	843001 ELECTRICAL TESTING	LUMP	LUMP			
1040	846001 FURNISH AND INSTALL LOOP WIRE 1-CONDUCTOR #14 AWG ENCASED IN 1/4" FLEXIBLE TUBING IN A LOOP SAWCUT	750.000 LF				

CONTRACT ID: T201811001.01 PROJECT(S): T201811001

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CONTRACTOR :_____

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE DOLLARS	UNIT PRICE CTS	BID AMOUNT DOLLARS	BID AMOUNT CTS
1050	851007 RELOCATED EXISTING LIGHT STANDARD	5.000 EACH				
1060	905001 SILT FENCE	589.000 LF				
1070	905004 INLET SEDIMENT CONTROL, DRAINAGE INLET	76.000 EACH				
1080	907017 COMPOST FILTER LOGS	224.000 LF				
1090	908004 TOPSOIL, 6" DEPTH	19716.000 SY				
1100	908010 TOPSOILING, 6" DEPTH	9684.000 SY				
1110	908014 PERMANENT GRASS SEEDING, DRY GROUND	29400.000 SY				
1120	908017 TEMPORARY GRASS SEEDING	1000.000 SY				
1130	908020 EROSION CONTROL BLANKET MULCH	5200.000 SY				
1140	908023 STABILIZED CONSTRUCTION ENTRANCE	110.000 SY				
1150	908510 MOWING	50.000 ACRE				
	SECTION 0001 TOTAL					
	TOTAL BID					

SPECIAL BIDDING PROCEDURE
T201811001.01

THE BELOW FORM MUST BE COMPLETED AND SUBMITTED WITH THE BID

Contractor: _____

The dollar amount for all work to be performed under the proposal. A = _____
(Total Bid Amount of Section 0001)

Total number of calendar days (including adverse Weather Days). _____

Number of calendar days above multiplied by $25,000.00 B = $_____

Price for comparison of bids - TOTAL $_____
TOTAL OF "A" ABOVE, PLUS "B" ABOVE

Total number of calendar days proposed by the bidder for the anticipated adverse weather included within the total number of calendar days specified in part B. _____

BREAKOUT SHEET INSTRUCTIONS

BREAKOUT SHEET(S) MUST BE SUBMITTED EITHER WITH YOUR BID DOCUMENTS; OR WITHIN SEVEN (7) CALENDAR DAYS FOLLOWING THE BID DUE DATE BY THE LOWEST APPARENT BIDDER.

BREAKOUT SHEETS ARE TO BE SUBMITTED TO DELDOT'S CONTRACT ADMINISTRATION AS SHOWN BELOW. BREAKOUT SHEETS CANNOT BE CHANGED AFTER AWARD. THE DEPARTMENT WILL REVIEW THE FIGURES SUBMITTED ON THE BREAKOUT SHEET(S) TO ENSURE THEY MATCH THE RESPECTIVE LUMP SUM BID AMOUNT(S). MATHEMATICALLY INCORRECT BREAKOUT SHEETS WILL BE RETURNED FOR IMMEDIATE CORRECTION.

BREAKOUT SHEETS MAY BE SUBMITTED;

VIA E-MAIL TO: DOT-ASK@STATE.DE.US
SUBJECT: **T201811001.01** Breakout Sheet

OR MAILED TO: DELDOT
CONTRACT ADMINISTRATION
PO BOX 778, DOVER, DE 19903

'BREAKOUT SHEET' AND THE PROJECT NUMBER MUST APPEAR ON THE ENVELOPE.

BREAKOUT SHEET-1 **CONTRACT NO. T201811001.01**

Item Number 617000 – STEEL SIGN STRUCTURE, TUBULAR ARCH, CANTILEVER

ITEM NO.	APPROX. QTY.	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
1	1	EA	C-1 Cantilever Sign Structure Installation	$	$
2	1	L.S.	C-1 Sign Structure	$	$
3	1	EA	C-2 Cantilever Sign Structure Installation	$	$
4	1	L.S.	C-2 Sign Structure	$	$
5	1	EA	C-3 Cantilever Sign Structure Installation	$	$
6	1	L.S.	C-3 Sign Structure	$	$

TOTAL ITEM NUMBER 617000 – STEEL SIGN STRUCTURE, TUBULAR ARCH, CANTILEVER $_____

(LUMP SUM BID PRICE FOR ITEM 617000- STEEL SIGN STRUCTURE, TUBULAR ARCH, CANTILEVER)

BREAKOUT SHEET - 2 **CONTRACT NO. T201801101.01**

Item Number 211000 – REMOVAL OF STRUCTURES AND OBSTRUCTIONS

ITEM NO.	APPROX. QTY.	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
1	1	EA	Cantilever Sign Structures	$	$
2	1	EA	Cantilever Sign Structure Foundations	$	$
3	2	EA	Guide Sign Foundations	$	$
4	3	EA	Flared End Sections/Pipes	$	$
5	5	EA	Light Pole Foundations	$	$

TOTAL ITEM NUMBER 211000 – REMOVAL OF STRUCTURES AND OBSTRUCTIONS $_____

(LUMP SUM BID PRICE FOR ITEM 211000- REMOVAL OF STRUCTURES AND OBSTRUCTIONS)

"ATTENTION"

TO BIDDERS

BREAKOUT SHEET(S) MUST BE SUBMITTED EITHER WITH YOUR BID DOCUMENTS; OR WITHIN SEVEN (7) CALENDAR DAYS FOLLOWING THE BID DUE DATE BY THE LOWEST APPARENT BIDDER.

BREAKOUT SHEETS ARE TO BE SUBMITTED TO DELDOT'S CONTRACT ADMINISTRATION AS SHOWN BELOW. BREAKOUT SHEETS CANNOT BE CHANGED AFTER AWARD. THE DEPARTMENT WILL REVIEW THE FIGURES SUBMITTED ON THE BREAKOUT SHEET(S) TO ENSURE THEY MATCH THE RESPECTIVE LUMP SUM BID AMOUNT(S). MATHEMATICALLY INCORRECT BREAKOUT SHEETS WILL BE RETURNED FOR IMMEDIATE CORRECTION.

BREAKOUT SHEETS MAY BE SUBMITTED;

VIA E-MAIL TO: DOT-ASK@STATE.DE.US
SUBJECT: **T201811001.01** Breakout Sheet

OR MAILED TO: DELDOT
CONTRACT ADMINISTRATION
PO BOX 778, DOVER, DE 19903

'BREAKOUT SHEET' AND THE PROJECT NUMBER MUST APPEAR ON THE ENVELOPE.

Contract No. T201811001.01

AFFIDAVIT

OF

EMPLOYEE DRUG TESTING PROGRAM

4104 Regulations for the Drug Testing of Contractor and Subcontractor Employees Working on Large Public Works Projects requires that Contractors and Subcontractors implement a program of mandatory drug testing for Employees who work on Large Public Works Contracts funded all or in part with public funds.

We hereby certify that we have in place or will implement during the entire term of the contract a Mandatory Drug Testing Program for our employees on the jobsite, including subcontractors, that complies with this regulation:

Contractor Name: _____

Contractor Address: _____

_____

_____

Authorized Representative (typed or printed): _____

Authorized Representative (signature): _____

Title: _____

Sworn to and Subscribed before me this _____ day of _____ 20____.

My Commission expires _____. NOTARY PUBLIC _____.

THIS PAGE MUST BE SIGNED, NOTARIZED, AND RETURNED WITH YOUR BID.

(This form is required from the prime contractor only, not required from subcontractors)

CA 02/2019

CERTIFICATION
Contract No. T201811001.01

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.

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 bidder and each person signing on behalf of any 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: _____

==========

AFFIRMATION:

Within the past five (5) years, has your firm, any affiliate, any predecessor company or entity, owner, Director, officer, partner or proprietor been the subject of a Federal, State, Local government suspension or debarment?

YES_____ **NO**_____ if yes, please explain _____

Agreement to Accept Retainage

"Bidder acknowledges that if its Performance-Based Rating as defined in 29 Del.C. §6962 and section 2408 of Title 2 of Delaware's Administrative Code is below the required minimum threshold, as a condition to bid, Bidder acknowledges, consents and agrees to the Department withholding retainage of up to 5% from the monies due at the time of each progress payment under the contract." ***NEW***

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 bound unto the **State** in the sum of _____

_____Dollars ($_____), or _____ percent not to exceed _____

_____ Dollars ($_____) of amount of bid on Contract No. T201811001.01 , to be paid to the **State** for the use and benefit of its Department of Transportation ("**DelDOT**") for which payment well and truly to be made, we do bind ourselves, our and each of our heirs, executors, administrators, and successors, jointly and severally for and in the whole firmly by these presents.

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

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

SEALED, AND DELIVERED IN THE
presence of

_____
Name of Bidder (Organization)

Corporate
Seal

By: _____
Authorized Signature

Attest _____

_____
Title

_____
Name of **Surety**

Witness:_____ By: _____

_____
Title