

STATE OF DELAWARE
DEPARTMENT OF TRANSPORTATION



BID PROPOSAL

CONTRACT DOT2602

IDIQ- TRAFFIC SIGNALS & ITS, FY25-FY27

Federal Aid No: Various
CFDA: Various

Advertisement Date: March 14, 2025

INCLUDED IN THIS DOCUMENT:

BID PROPOSAL:

*GENERAL DESCRIPTION
PROSPECTIVE BIDDER'S NOTES
GENERAL NOTICES
PREVAILING WAGES
SPECIAL PROVISIONS
QUANTITY SHEET SUMMARY*

ADDITIONAL BID PROPOSAL ITEMS:

ATTACHED OR POSTED DOCUMENTS:

*QUESTIONS & ANSWERS (if posted)
PROJECT NOTES
DBE PROJECT PARTICIPANT AFFIDAVIT
DBE UTILIZATION COMMITMENT STATEMENT
BIDDERS LIST*

**PAPER BIDDERS CONTACT DELDOT
FOR BID SUBMITTAL DOCUMENTS:**

*DRUG TESTING AFFIDAVIT
CERTIFICATION FORM
BID BOND FORM
CD FOR BID PRICE ENTRY & PRINTING
DBE PROJECT PARTICIPANT AFFIDAVIT
DBE UTILIZATION COMMITMENT STATEMENT
BIDDERS LIST*

This Bid Proposal and related documents can be viewed on bids.delaware.gov and bidx.com/de/

Internet Bids for Bidders with Bid Express® accounts can be submitted at [BIDX.com/de](https://bidx.com/de/); **OR**;

Paper Bids with CD will be received in the Bidder's Room at the DelDOT Administration Building, Dover, DE;

ALL BIDS DUE PRIOR TO 2:00 P.M. Local Time, APRIL 15, 2025

GENERAL DESCRIPTION

A. BIDS DUE: **APRIL 15, 2025 PRIOR TO 2:00 P.M. Local Time** – unless changed via Addendum.

BIDS MUST BE SUBMITTED VIA:

(a) **Internet** - Bidders with DelDOT Bid Express® accounts can submit bids at bidx.com/de/.

OR:

(b) **Paper Bid Delivered To:** Delaware Department of Transportation, Administration Building
North Entrance, Bidders Room, 800 Bay Road, Dover, DE 19901

For paper bids, contact DelDOT at dot-ask@delaware.gov or (302) 760-2031 to request a CD for bidding, required forms, and instructions. Bidders enter their Bid Item prices onto the supplied CD then print the form and deliver in a sealed envelope; the Bid Form, completed CD, and required documents prior to the Bid due date and time.
(CD's cannot be used to submit bids to bidx.com)

Do not submit both Internet and Paper Bids. If so, the Internet bid and documents will be rejected.

B. BID OPENING: Bids will be publicly opened and read aloud at the Date and Time of the Bid Opening. The Bid Opening will be held at the 'Paper Bid Delivered To' address shown above. Bidder bears the risk of late delivery, bids received after the stated time will be returned unopened.

Attendance is not required. DelDOT offers a call-in number to hear the Bid Opening telephonically. The telephone number is (302) 504-8986.

When prompted, enter Meeting number (access code): 651 529 280#

It is anticipated the telephone access information will remain the same for all Bid Openings.

C. QUESTIONS: E-MAIL QUESTIONS TO; dot-ask@delaware.gov

Questions regarding this project are to be e-mailed to the above address no less than **six business days** prior to the bid opening date in order to receive a posted response. Please include the Contract number in the subject line. Questions and responses are posted at bids.delaware.gov, and bidx.com/de/. The date of the final posted Questions and Answers document must be entered on the submitted Certification Form.

D. DESCRIPTION: This contract is to provide the material, equipment and labor for the installation and alteration of signalized intersections, signal coordination systems, pedestrian signals and associated connections, highway lighting systems, fiber optic cable pathway and other traffic components or devices statewide. Follow other incidental construction in accordance with the location, notes and details shown on the plans, and as directed by the Engineer.

E. LOCATION: The specific work sites are not listed herein but will be scheduled by issuance of Work Orders by the Engineer. Work Orders will indicate the work to be performed at each site and the Calendar Days for completion.

F. PRE-BID MEETING: No

G. DBE GOAL %: 13% Disadvantaged Business Enterprise goal.

H. BUY AMERICA REQUIREMENTS APPLY – Build America, Buy America Act, refer to 'GENERAL NOTICES'.

I. CONTRACT AWARD: The Department intends to award to multiple bidders, with awards based on the lowest responsive and responsible bidder(s).

J. CONTRACT DURATION: This is a 1,095 Calendar Day contract. The contract cannot be extended. The Department's intent is to issue a Notice to Proceed for work to start on or about April 25, 2025.

K. IDIQ CONTRACT: This is an 'Indefinite Delivery / Indefinite Quantity' (IDIQ) contract utilizing both state and federal funds in accordance with 29 Del.C. §6970 and 23 CFR 635 Subpart F.

1. **CONTRACT VALUE:** The minimum expected value of each contract is \$0.00, and the maximum value of each contract is \$50,000,000. Minimum and maximum values are for informational purposes only and are not to be considered binding or a guarantee of work to the contractor.
2. **SUBCONTRACTING:** In accordance with 108.1(A) of the Standard Specifications, the Prime Contractor must perform no less than 50 percent of total original contract price with the contractor's own organization, excluding designated specialty items, over the entirety of the ID/IQ contract.
3. **WORK ORDERS:** Work Order bid requests will be distributed to each contractor awarded this contract on an as-needed basis by the Department. The contractor(s) is to submit their Line-Item pricing using the pricing submitted for this contract, and follow any other directions included in the bid request. Duration and schedule for each work order to be set by the Department. Bid Items not included in this contract may be submitted per work order as requested.

If multiple contractors are awarded: Work orders will be awarded to the lowest responsible bidder using unit bid prices. If the lowest responsible bidder declines the work or cannot meet the Department's schedule, the next lowest responsible bidder shall be consulted until the work is awarded. The Department will not consider any contractor in liquidated damages on this or other DelDOT contracts to be a responsible bidder. Any disputes over the award of work orders will be decided by the Secretary of Transportation who is the final arbiter.

Environmental permits and NEPA: Each work order will represent an independent construction location. Work orders will be issued upon design completion and receipt of necessary statements & permits for the individual sites. It is anticipated that each individual work order will obtain the necessary plan approvals prior to issuance. Field personnel representing the Department are not authorized to revoke, alter, or waive any requirements of the plans, specifications or permit conditions.

A Notice to Proceed for a specific work order will not be issued until the administration section receives any required clearance or permits from the DelDOT Environmental Stewardship Office. NEPA clearance is required for each work order. The Department will obtain any necessary NEPA clearances. Any special conditions may be part of an assigned work order, such as environmental clearance for stockpile area.

Work within waters/wetlands shall not begin on locations requiring environmental permits until all applicable permits have been obtained by DelDOT. Confirm permit status with DelDOT prior to commencement of applicable work.

Process for determining schedules for work orders: The Contractor will be advised of work to be performed or deleted via a work order. The work order will outline the work locations, planned items, quantities of work, and will indicate the allowable time to perform work. Once time (Calendar Days) has been assigned to a work order and issued, the Contractor has 2 business days, not including the day of issuance, to dispute the time quantity and provide additional backup documentation for why the time quantity is not sufficient. A detailed breakdown of labor/materials/equipment along with the Contractor's time estimate will be required; this information must be received by the Department by the end of the 2nd business day or the Department will consider the Contractor in agreement with the time estimate. The Engineer will evaluate any request for modification to the time estimate and at his sole discretion determine if additional time is granted. Disputing a time quantity does not constitute a delay in commencement of a work order.

4. **CONSTRUCTION ENGINEERING:** Any and all construction engineering shall be incidental to the contract.
5. **LIQUIDATED DAMAGES:** Failure to start assigned work orders in the allowed time constitutes "Failure to Pursue the Work" and subjects the Contractor to Liquidated damages as outlined in Section 108.8 of the Standard Specifications. If work on a specific work order is not completed within the allotted time, Liquidated Damages will be assessed in accordance with Subsection 108.9 and based on the total value of that work order.
6. **DELETE STANDARD SPECIFICATION SECTION 104.2B.4 and replace with the following:**
The Department reserves the right to, at any time prior to completion of the contract, issue plan revisions, make adjustments in Contract item quantities, or make such alterations considered necessary to satisfactorily complete the Contract.

The Department reserves the right to increase or decrease the quantities of Pay Items specified in the Contract. Such additions or deletions shall not be cause for an increase or decrease in Contract unit bid prices. The "Change" threshold of plus or minus 25%, as described in Subsection 104.2.B.4 of the DelDOT Standard Specifications dated January 2025 shall not apply to this Contract. Quantity increases or decreases of plus or minus 25% or greater shall not be justification for adjustments to unit prices.

The plan revisions and quantity adjustments described above do not invalidate the Contract or release the Contract surety. Payment for these changes shall exclude any amount for loss of anticipated profits alleged to result from the change.

When payment for the Contract work cannot be agreed upon by the Contractor and the Department prior to starting such work ordered, the Department may direct the Contractor to perform the work under Force Account provisions of Subsection 109.4. The Contractor will proceed immediately with the work so ordered and such direction shall neither invalidate the Contract, nor release the surety.

L. ADDENDA: All Addenda are posted on the internet at bids.delaware.gov, and bidx.com/de/ and are included as part of the Bid Proposal. The Bidder is responsible to check both Websites as needed to ensure that the Bidder is aware of Addenda that are included in the Bid Proposal. If Addenda are issued, the final Addendum will be posted no later than the end of the day two business days prior to the bid date. Each Addendum number and issue date must be entered on the submitted Certification Form. This original Bid Proposal will not be updated, you must refer to each Addendum.

M. FLAGGERS:

- A. Included in the Bid Proposal are the prevailing wages for highway construction 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.
- B. Flagger must be bid at a minimum equal to the Laborer wage rate and may be bid up to, but not to exceed, 3 times the Laborer wage rate in accordance with the County where the Work is being performed.
- C. The Department will adjust the bid to the minimum for prices bid below the minimum acceptable bid and to the maximum for prices bid above the maximum allowable bid prior to award of the Contract.
 - 1. Flagger overtime must be bid at minimum of 1.45 times and may be bid up to a maximum of 4.35 times, the Laborer wage rate in accordance with the County where the Work is being performed.
 - 2. When a Contract for a Project contains both Federal Davis-Bacon and State of Delaware prevailing wage standards, the employer's minimum wage obligations are determined by whichever standards are higher.
- D. Overtime:
 - 1. Payment for overtime will be considered on a weekly basis for time worked in excess of 40 hours for a continuous 7-day period beginning Monday and ending Sunday inclusive.
 - 2. Time worked on other Projects or Work activities other than flagging will not be counted in the normal 40 hours or the overtime.
- E. The cost of the flagging operation when performed by others who are not the Contractor's employees will not be included in the 50% subcontracting limit as outlined in Section 108.1.

N. PROSPECTIVE BIDDER'S NOTES:

- 1. **BIDDERS MUST BE REGISTERED** with DelDOT in order to submit a bid. E-Mail dot-ask@delaware.gov or call (302) 760-2031 to request registration information.
- 2. **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 amount bid.
- 3. **DELAWARE'S CONTRACTOR REGISTRATION ACT** - 19 Del.C. §§ 3601 *et seq*, requires all contractors and subcontractors to register with the Delaware Department of Labor before performing construction services or maintenance. Refer to the GENERAL NOTICES section for further information.
- 4. **DRUG TESTING** - Regulation 4104; The state Office of Management and Budget has developed regulations that require Contractors and Subcontractors to implement a program of mandatory drug testing for Employees who work

on Large Public Works Contracts funded all or in part with public funds pursuant to 29 Del.C. §6908(a)(6). **Refer to the full requirements at the following link:**

<https://regulations.delaware.gov/AdminCode/title19/4000/4100/4104.shtml#TopOfPage>

Note a few of the 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 (*a blank affidavit 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, each participating DBE firm, and all 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 program in writing.
5. **PERFORMANCE-BASED RATING SYSTEM** - 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 'General Notices' for details.
6. **NO RETAINAGE** will be withheld on this contract unless through the Performance-Based Rating System.
7. **EXTERNAL COMPLAINT PROCEDURE** can be viewed on DelDOT's Website, [Contractor Compliance/EEO - Delaware Department of Transportation](#) or request a copy by calling (302) 760-2555.

REVISED 

8. **DBE PROGRAM REQUIREMENTS** (49CFR §26.53(b)(3)(i)(B) requires ALL BIDDERS to submit a DelDOT DBE Project Participation Affidavit for each DBE proposed for their team no later than five (5) calendars after bid opening. Affidavits shall be submitted electronically to the DelDOT DBE Program Office at DOT.BidDocs@delaware.gov or via US Mail to DelDOT DBE Program Office ATTN: DBE Program Manager 800 Bay Road, Dover, DE 19901. Bidders must fully comply with the requirements of the Disadvantaged Business Enterprises (DBE) Specification shown below in order for their submitted bid to be deemed responsive and therefore eligible for award. Please note that the Bidder's DBE Project Participation Affidavit is different than what is required to be included in the Bidder's List submitted at the time of bid discussed below.

NEW 

9. **DelDOT CERTIFIED DBE UTILIZATION COMMITMENT STATEMENT** In accordance with 49 CFR Part 26 all bidders must make good faith efforts toward meeting assigned DBE goals on federally assisted projects. Bidders are required to complete and submit this document at the time of bid to provide DelDOT with their anticipated goal attainment and/or any good faith efforts documentation for the project on which they are bidding. Failure to include the DBE Utilization Commitment Statement with your bid will result in your Bid being deemed irregular.
10. **FLATWORK CONCRETE TECHNICIAN CERTIFICATION TRAINING:**
Section 501.3, 503.3, 505.3, 610.3, 701.3 and 702.3 of the Standard Specifications require contractors to provide an American Concrete Institute (ACI) or National Ready-Mix Concrete Association (NRMCA) certified concrete flatwork technician to supervise all finishing of flatwork concrete.
11. The DelDOT project manager shall be responsible for coordinating with the Traffic Section relating to any impacts to Traffic Section facilities (including but not limited to traffic loops, junction wells etc.) at least 4 weeks in advance of the start of the activity. Prior to initiating any work on this contract (or sites), the Project Manager shall be responsible for preparing and submitting for approval of the Safety Section, a Maintenance of Traffic Plan. Sufficient time shall be provided for the review and approval of the plan. The Maintenance of Traffic Plan shall include proposed time restrictions on the closure of travel lanes subject to the approval of the Safety Section.

12. The Project Manager is responsible for ensuring any required documents and analysis, as part of the adopted Work Zone Safety and Mobility Procedures and Guidelines, has been completed prior to any work starting on this contract.
13. No utility relocation involvement is anticipated. Should any conflicts be encountered during construction requiring adjustment and/or relocation of the agencies' existing facilities, the necessary relocation work shall be accomplished by the respective agencies' forces, as directed by the District Engineer. Any adjustments and/or relocations of municipally owned facilities shall be done by the State's contractor in accordance with the respective agencies' standard specifications as directed by the District Engineer.
14. No environmental permits are required for this work provided no jurisdictional wetlands or waters are impacted. If there is any question as to whether or not a water or wetland is jurisdictional, contact the DelDOT Environmental Section at 302-760-2264.
15. It is anticipated that all work will occur within DelDOT's existing right of way or easement areas. Should the need occur to trespass onto private property; it will be the responsibility of the Project manager to secure such trespass agreements.

Should the need occur to trespass onto railroad property, including the highway-rail crossing; it will be the responsibility of the DelDOT Project Manager to contact the railroad Chief Engineer and obtain written authorization before entering.
16. Work includes both MAINTENANCE and REPAIRS.
17. **PROJECT NOTES**, for this project have been posted and are included in this contract.
18. NOTE that FHWA Form 1273 (attached) has been modified effective July 5, 2022. Changes are [reviewed here](#).

19. **SIGNAGE LANGUAGE:**

In order to maintain effective communication with the traveling public, only place signs, banners, flags, or other displays within the projects limits that meet the requirements of the latest version of the Delaware Manual on Uniform Traffic Control Devices. Any signs or other materials which deviate from the MUTCD, must be preapproved by the Engineer. The only signage and materials which may be displayed upon vehicles and equipment within the Project area are signs denoting the name of the Contractor and any subcontractors and other signs and/or materials required and approved pursuant to the MUTCD and the Engineer. Contractor shall immediately remove any signs or materials within the Project that does not meet these requirements immediately upon notification by the Engineer. Failure to remove signs or other materials following notification from the Engineer will result in Liquidated Damages being assessed in the manner and amount specified in the Standard Specifications section 108.9.A.

NEW



20. Bidders List Requirement:

Under [49 CFR 26.11](#) DelDOT must collect bidders list information from **ALL** contractors and subcontractors who seek to work on federally assisted contracts. The submitted information must be complete and must include the required information for the prime and all (DBE and non-DBE) subcontractors, service providers, manufacturers, distributors, and suppliers.

ALL bidders must complete the [Bidders List Form](#) (attached as an exhibit) and submit it at the time of bid. Late submission of this information will not be accepted. Submitted information must include the following for those being proposed to work on the contract if awarded:

- Firm name;
- Firm address including ZIP code;
- Firm's status as a DBE or non-DBE;
- Race and gender information for the firm's majority owner;

- NAICS code applicable to each scope of work the firm sought to perform in its bid;
- Age of the firm; and
- The annual gross receipts of the firm shown as an approximate range (i.e., \$1-3 million)

This information will be maintained as confidential to the extent allowable by federal and state law.

Failure to submit the required bidders list documentation at the time bid will result in the bidder being deemed non-responsive and therefore ineligible for award of the contract.

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GENERAL NOTICES**CONTRACTOR REGISTRATION ACT**

On July 1, 2021, the Contractor Registration Act, as codified in 19 Del.C. §§ 3601 *et seq*, took effect. This law requires all contractors to register with the Delaware Department of Labor before performing construction services or maintenance. The Contractor Registration Act applies to all contractors that engage in construction and maintenance within the State of Delaware. Additionally, it requires contractors to have Delaware workers' compensation insurance where required, compliance with labor laws, and proof of a state business license. The Delaware Department of Labor's Office of Contractor Registration is responsible for enforcement of the requirements of the Contractor Registration Act. If you have any questions about the contractor registration process, please call 302-430-7739 or email Contract.Registry@delaware.gov. Registration at <https://onestop.delaware.gov/>.

BUY AMERICA REQUIREMENT

The Build America, Buy America Act (BABA), enacted as part of the Bipartisan Infrastructure Law (BIL) requires iron, steel, manufactured products, and construction materials used in infrastructure projects funded by Federal financial assistance to be produced in the United States.

In accordance with 23 U.S.C. 313, and 23 CFR 635.410, all iron and steel materials permanently incorporated into this project will be produced in the United States and that all manufacturing processes involving these materials will occur in the U.S., except that a minimal amount of foreign steel or iron materials may be used, provided the cost of the foreign materials does not exceed 0.1 percent of the total Contract cost or \$2,500.00, whichever is greater. If such minimal amount of foreign steel is used, the Contractor shall maintain a record of the costs to ensure that the allowable limit is not exceeded.

Manufactured products are currently exempt from the Buy America requirements included in BABA in accordance with a waiver issued for such products by the FHWA in 1983. The 1983 waiver does not supersede 23 CFR 635.410 which requires all manufacturing processes involving the steel or iron used occur in the U.S., except that a minimal amount of foreign steel or iron materials may be used, provided the cost of the foreign materials does not exceed 0.1 percent of the total Contract cost or \$2,500.00, whichever is greater. If such minimal amount of foreign steel is used, the Contractor shall maintain a record of the costs to ensure that the allowable limit is not exceeded.

All construction materials permanently incorporated into this project are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States. Construction materials which are exempt from BABA requirements include cement and cementitious materials, aggregates such as stone, sand, or gravel, and aggregate binding agents or additives.

The Department maintains a list of all pay items, the applicable BABA category designation, and additional guidance at the following address: <https://deldot.gov/Business/prodlists/index.shtml?dc=buyAmerica>.

By signing and submitting this proposal, the bidder certifies that:

“All materials that will be permanently incorporated into this project will meet the Buy America material requirements. At the Department's request, I/we will provide manufacturer's/supplier's documentation verifying domestic origin as defined in the Contract. All Materials accepted on the basis of such Certificate of Compliance may be sampled by the Department and tested at any time. Use of Material on the basis of Certificate of Compliance shall not relieve the Contractor of responsibility for incorporating Material in the Project conforming to the requirements of the Contract. Any Material not conforming to such requirements will be subject to rejection whether in place or not. The Department reserves the right to refuse to permit the use of Material on the basis of Certificate of Compliance.”

SPECIFICATIONS :

The Delaware specifications entitled "*Standard Specifications for Road and Bridge Construction, January 2025*", with the applicable version defined in the 'GENERAL DESCRIPTION' and hereinafter referred to as the *Standard Specifications*; shall govern the work to be performed under this contract. The Contractor shall make itself aware of these specifications, revisions and corrections, and apply them to the applicable item(s) of this contract.

CLARIFICATIONS :

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

The Department requires the use of various electronic applications for various documentation processes. These processes will be identified, and the Contractor's required use will be detailed during the Preconstruction Meeting. No additional payments will be made to the contractor to use or interface with the applications.

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.

PERFORMANCE-BASED RATING SYSTEM

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](#).

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 ensure compliance.

LICENSE :

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

SUBCONTRACTOR LICENSE: 29 DEL. C. §6967:

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

DIFFERING SITE CONDITIONS:

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

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

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

No contract adjustment which results in a benefit to the contractor will be allowed unless the contractor has provided the required written notice. No contract adjustment will be allowed under their clause for any effects caused on unchanged work.

Suspensions of work ordered by the engineer: If the performance of all or any portion of the work is suspended or delayed by the engineer in writing for an unreasonable period of time (not originally anticipated, customary or inherent to the construction industry) and the contractor believes that additional compensation and/or contract time is due as a result of

such suspension or delay, the contractor shall submit to the engineer in writing a request for adjustment within 7 calendar days of receipt of the notice to resume work. The request shall set forth the reasons and support for such adjustment.

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

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

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

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

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

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

CONFLICT WITH FEDERAL STATUTES OR REGULATIONS:

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

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

FEDERAL LABOR AND EMPLOYMENT REQUIREMENTS

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

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

CONVICT PRODUCED MATERIALS:

(a) Materials produced after July 1, 1991, by convict labor may only be incorporated in a Federal-aid highway construction project if such materials have been:

- (1) Produced by convicts who are on parole, supervised release, or probation from a prison or

(2) Produced in a qualified prison facility and the cumulative annual production amount of such materials for use in Federal-aid highway construction does not exceed the amount of such materials produced in such facility for use in Federal-aid highway construction during the 12-month period ending July 1, 1987.

(b) Qualified prison facility means any prison facility in which convicts, during the 12-month period ending July 1, 1987, produced materials for use in Federal-aid highway construction projects.

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)

TO REPORT BID RIGGING ACTIVITIES:

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

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

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

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

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

Goals for Minority Participation In
Each Trade

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

Goals for Female Participation In
Each Trade

6.9% (Entire State)

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

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

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

REV. 11-3-80

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

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

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

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

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

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

* * * * *

TRAINING SPECIAL PROVISIONS

This Training Special Provision supersedes subparagraph 7b of the Special Provision entitled "Specific Equal Employment Opportunity Responsibilities", (Attachment 1), and is in implementation of 23 U.S.C. 140(a).

As part of the contractor's equal employment opportunity affirmative action program, training shall be provided as follows:

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

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

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

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

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

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

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

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

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

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

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

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

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

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INTERMODAL SURFACE TRANSPORTATION EFFICIENCY ACT & TRANSPORTATION EQUITY ACT

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

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REVISED

DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM SPECIFICATION

DelDOT has established a Disadvantaged Business Enterprise (DBE) program in accordance with the regulations of the United States Department of Transportation (USDOT), 49 CFR Part 26. The Department has received Federal financial assistance from the USDOT and as a condition of receiving this assistance, the Department has signed an assurance that it will comply with 49 CFR Part 26.

It is the policy of DelDOT to ensure that DBEs, as defined in 49 CFR Part 26, have an equal opportunity to receive and participate in USDOT-assisted contracts. It is also the policy of the DelDOT:

1. To ensure nondiscrimination in the award and administration of USDOT-assisted contracts;
2. To create a level playing field on which DBEs can compete fairly for USDOT-assisted contracts;
3. To ensure that the DBE program is narrowly tailored in accordance with applicable law;
4. To ensure that only firms that fully meet 49 CFR Part 26 eligibility standards are counted as DBEs;
5. To help remove barriers to the participation of DBEs in USDOT-assisted contracts;
6. To assist in the development of firms that can compete successfully in the marketplace outside the DBE program and;
7. To promote the use of DBEs in all types of federally assisted contracts and procurement activities.

The following definitions apply to this subpart:

Commercially Useful Function (CUF) means a Commercially Useful Function as defined fully in 49 CFR §26.55 which definition is incorporated herein by reference. CUF is discussed further in the next section.

Committed DBE means a DBE that was identified by the contractor, typically on a DBE Project Participation Affidavit, to assist in making a good faith effort to meet an assigned DBE goal. This also includes any substitute DBE that has subsequently been committed work to meet the assigned contract goal.

Days mean calendar days. In computing any period of time described in this part, the day from which the period begins to run is not counted, and when the last day of the period is a Saturday, Sunday, or Federal holiday, the period extends to the next day that is not a Saturday, Sunday, or Federal holiday. Similarly, in circumstances where the DelDOT's offices are closed for all or part of the last day, the period extends to the next day on which the agency is open.

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

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

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

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

NAICS Code means the North American Industry Classification System (NAICS) is the standard used by Federal statistical agencies in classifying business establishments for the purpose of collecting, analyzing, and publishing statistical data related to the US business economy.

Non-DBE means any firm that is not a DBE or any entity which has not been certified by DelDOT as a DBE prior to bid closing.

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

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

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

Socially and Economically Disadvantaged Owner (SEDO) means any individual who is a citizen (or lawfully admitted permanent resident) of the United States and who is - (1) any individual who a recipient finds to be a socially and economically disadvantaged individual on a case-by-case basis; (2) any individual in the following groups, members of which are rebuttably presumed to be socially and economically disadvantaged according to 49 CFR §26.5:

- (i) Black Americans which includes persons having origins in any of the Black racial groups of Africa;
- (ii) Hispanic Americans which includes persons of Mexican, Puerto Rican, Cuban, Dominican, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;
- (iii) Native Americans which includes persons who are enrolled members of a federally or State recognized Indian tribe, Alaska Natives, or Native Hawaiians;
- (iv) Asian-Pacific Americans which includes persons whose origins are from Japan, China, Taiwan, Korea, Burma (Myanmar), Vietnam, Laos, Cambodia (Kampuchea), Thailand, Malaysia, Indonesia,

the Philippines, Brunei, Samoa, Guam, the U.S. Trust Territories of the Pacific Islands (Republic of Palau), the Republic of the Northern Mariana Islands, Macao, Fiji, Tonga, Kirbati, Tuvalu, Nauru, Federated States of Micronesia, or Hong Kong;

(v) Subcontinent Asian Americans which includes persons whose origins are from India, Pakistan, Bangladesh, Bhutan, the Maldives, Nepal or Sri Lanka;

(vi) Women;

(vii) Any additional groups whose members are designated as socially and economically disadvantaged by the SBA, at such time as the SBA designation becomes effective.

DBE Participation Goals

DelDOT has established an overall annual goal for DBE participation on Federal-aid contracts. DelDOT intends that the goal be met with a combination of race conscious and race neutral efforts. Race-conscious participation occurs when the contractor uses a percentage of DBEs, as defined herein, to meet the contract-specified goal. Race-neutral efforts are those that are, or can be, used to assist all small businesses or increase opportunities for all small businesses.

The regulation, 49 CFR, Part 26, also describes race neutral participation as when a DBE wins a prime contract through customary competitive procurement procedures or is awarded a subcontract on a prime contract that does not carry a DBE contract goal.

DelDOT will establish specific goals for each particular DOT-assisted project which will be expressed as a percentage of the total dollar amount of contract bid. The specific contract goal for this contract is listed in the General Description section of this document.

The contractor shall make Good Faith Efforts to meet the goal specified herein with DBEs or establish that it was unable to meet the goal despite making good faith efforts to do so. Prime contractors are encouraged to obtain DBE participation above and beyond any goals that may be set for this project.

DBE Project Participation Affidavit

In order to be eligible for award, ALL Bidders shall submit **no later than five (5) calendar days after bid opening** the completed DelDOT DBE Project Participation Affidavit for each Committed DBE that it intends to use to meet the project DBE goal if the contract is awarded to their firm. This affirms that the Bidder intends to utilize those listed on the form to make a good faith effort toward attaining the DBE goal assigned to this project. Information that will be included shall be as outlined in 49 CFR §26.53(b)(2). This information shall be submitted electronically to the DelDOT DBE Program Office at DOT.BidDocs@delaware.gov or via US Mail to DelDOT DBE Program Office ATTN: DBE Program Manager 800 Bay Road, Dover, DE 19901.

All Bidders will be required to complete the form and provide the following information regarding the DBE participation on their teams:

1. The names and addresses of DBE firms that will participate in the contract;
2. A description of the work that each DBE will perform. To count toward meeting a goal, each DBE firm must be certified in a NAICS code applicable to the kind of work the firm will perform on the contract;
3. The dollar amount of the participation of each DBE firm participating;

4. Written documentation of the Bidders commitment to use a DBE subcontractor whose participation it submits to meet a contract goal; and
5. Written confirmation from each listed DBE firm that it is participating in the contract in the kind and amount of work provided in the prime contractor's commitment.

Only those DBE firms certified by DelDOT's DBE Program Office as a DBE as of the deadline for bid submittal will be considered for DBE credit. It shall be the Bidders responsibility to ascertain the certification status of designated DBEs prior to submitting a bid which seeks to rely upon an entity as a DBE to satisfy DBE participation requirements. A list of certified DBEs with their respective NAICS codes can be located in the [DelDOT DBE Directory](https://deldotcivilrights.dbesystem.com) which is located on DelDOT's website at: <https://deldotcivilrights.dbesystem.com>.

If the apparent low bidder fails to submit the required information in the manner herein specified, or if the submitted information reveals a failure to meet the requirements of the specifications shown herein, the apparent low bidder shall be ineligible to receive award of the contract and their bid will be rejected.

Reduction of DBE commitments after affidavit submittal and prior to execution of the contract without written consent of DelDOT, which consent will only be given for good cause, will result in the bid being rejected or DelDOT rescinding any award. Scheduling conflicts are not necessarily evidence of good cause as this should have been considered during pre-bid negotiations. The contractor is responsible for ensuring the DBE is available to meet the requirements of the contract at all relevant times.

In an instance where a Bidder indicates that it is unable to meet the assigned DBE goal for a contract, the bidder shall **AT THE TIME OF BID SUBMISSION**, provide all documentation to verify that the Bidder has made Good Faith Efforts (GFE) toward meeting the assigned DBE Goal. Guidance for submitting Good Faith Efforts documentation is identified in the next section of this document and in the [DBE Program Plan](https://deldot.gov/Business/dbe/contentFolder/pdfs/dbeProgram.pdf?cache=1726767277676). <https://deldot.gov/Business/dbe/contentFolder/pdfs/dbeProgram.pdf?cache=1726767277676>

DBE Subcontract Provisions

DelDOT continues to reserve the right to approve ALL DBE subcontractors and all substitutions of DBE subcontractors prior to award, and during the of completion of the contract. **ALL DBEs subcontracted (whether submitted for participation credit or not) must be submitted to DelDOT's DBE Program Office for approval.** No contract work shall be performed by a DBE subcontractor until the executed DBE subcontract is approved in writing by DelDOT and DelDOT has issued the required Notice to Proceed. Any DBE subcontract relating to work to be performed pursuant to this contract, which is submitted to DelDOT for approval, must contain all DBE subcontractor information, the requirements contained in this contract, and must be fully executed by the contractor and DBE subcontractor.

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

1. All pertinent provisions and requirements of the prime contract.
2. Assurance that the contractor and subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract.
3. Description of the work to be performed by the DBE subcontractor.

4. The dollar value of each item of work to be completed by the DBE subcontractor and the bid price of each item of work to be completed by the DBE subcontractor.
5. An attached copy of the most current FHWA 1273- Required Contract Provisions Federal-Aid Construction Contracts.
6. Language indicating that retainage will not be withheld unless the prime contract with DelDOT allows for the withholding of retainage.
7. Language requiring the payment of all funds received from DelDOT for work satisfactorily performed within the time frame contemplated by 49 CFR §26.29.

DelDOT reserves the right to conduct periodic reviews of DBE and non-DBE subcontract documentation to ensure compliance with federal requirements.

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CRITICAL DBE REQUIREMENTS

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

1. In the event that the Bidder is unable to meet the DBE goal as set forth in this specification, in accordance with 49 CFR §26.53 (b)(2)(vi), the Bidder **shall at the time of bid submittal** provide all evidence upon which Bidder intends to rely as evidence of Good Faith Efforts (GFE) to DelDOT which shall include the percentage of the DBE Goal that will be met, if any, on the completed DelDOT DBE Utilization Commitment form made a part of this contract. All Bidders shall review [Appendix A to Part 26 – Guidance Concerning Good Faith Efforts](#) as that provides guidance on what DelDOT will look for and evaluate as GFE by a Bidder to obtain DBE participation. <https://www.ecfr.gov/current/title-49/subtitle-A/part-26/appendix-Appendix%20A%20to%20Part%2026>
2. The contractor shall also at the time of bid submit all documentation that the contractor wishes to have DelDOT consider in determining that the contractor made a Good Faith Effort to meet the assigned contract DBE Goal. DelDOT will not accept Good Faith Efforts documentation other than on the scheduled date and time of the bid opening. However, DelDOT may ask for clarification of information submitted should the need arise.
3. A bid which does not contain either a completely executed DelDOT DBE Utilization Commitment and/or Good Faith Efforts documentation, where appropriate, shall be declared non-responsive and shall not be considered by DelDOT.
4. Failure of the apparent low bidder to present originals of all DBE subcontracts to substantiate the volume of work to be performed by DBE's as indicated in the bid within fifteen (15) calendar days after the bid opening shall create a rebuttable presumption that the bid is not responsive.
5. Bidders are advised that failure to make a Good Faith Effort to meet the assigned and agreed upon DBE goals during the term of the contract may subject them to DelDOT sanctions as identified in the DelDOT DBE Program Plan.
6. In the execution of this contract, the successful bidder agrees to comply with the following contract clauses:

Prompt Payment: The prime contractor/consultant receiving payments shall, within 30 days of receipt of any payment, file a statement with DelDOT on a form to be determined by DelDOT that all subcontractors furnishing labor or material have been paid the full sum due them at the stage of the contract, except any funds withheld under the terms of the contract as required by Chapter 8, Title 17

of the Delaware Code, annotated and as amended. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of DelDOT. This clause applies to both DBE and non-DBE subcontractors.

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

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

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

8. A prime contractor can receive participation credit toward DBE goals only if the DBE performs a Commercially Useful Function (CUF). According to 49 CFR §26.55 (c)(1) a DBE performs a CUF when it is responsible for execution of the work of a contract and carries out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the DBE must also be responsible, with respect to materials and supplies on the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself that it uses on the project.

In order to determine whether a DBE is performing a commercially useful function, DelDOT will evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing, and the DBE credit claimed for its performance of the work, and other relevant factors.

In addition to this specification, bidders must comply with all provisions of the rules and regulations adopted by the United States Department of Transportation for DBE participation in USDOT and DelDOT Programs (49 CFR Part 26) and the DelDOT Disadvantaged Business Enterprise Program Plan; each of which is hereby incorporated and made part of this specification. Bidders are also reminded that they must be responsive and responsible bidders in all other aspects aside from the DBE Program in order to be awarded the contract.

9. In accordance with 49 CFR §26.53(f)(1), DelDOT requires that a prime contractor not terminate a DBE subcontractor without prior written consent from the DelDOT's Office of Civil Rights, which consent will only be provided if the Bidder demonstrates good cause for the termination. This includes, but is not limited to, instances in which a prime contractor seeks to perform work originally designated for a DBE subcontractor with its own forces or those of an affiliate, a non-DBE firm, or with another DBE firm. The contractor shall make all reasonable efforts to avoid terminating or substituting a DBE listed on the DBE Project Participation Affidavit.

* * * * *

**GUIDANCE FOR GOOD FAITH
EFFORT**

If the apparent low bidder has stated in its bid proposal that it has been unable to meet the DBE goal, that Bidder must demonstrate, through detailed and comprehensive documentation, that good faith efforts have been made to solicit, assist, and use DBE firms to meet the DBE goal prior to the bid. If the Bidder certifies that it has been unable to meet the goal and has made a good faith effort, the Bidder cannot change its position after submission of the bid and claim to have met the established goal. (See 49 CFR §26.53 and Appendix A to Part 26 of 49 CFR- Guidance Concerning Good Faith Efforts).

The contractor shall demonstrate that the efforts made were those that a contractor actively and aggressively seeking to meet the goals established by DelDOT would make, given all relevant circumstances. Evidence of this good faith effort will be submitted with the bid at the time of the bid opening.

In order to be awarded a contract on the basis of good faith efforts, a Bidder must show that it took all necessary and reasonable steps to achieve the DBE goal which, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to obtain sufficient DBE participation, even if they were not fully successful. Simply faxing and emailing DBEs requesting bids is not sufficient to constitute good faith efforts. DelDOT will consider the quality, quantity, and intensity of the different kinds of efforts the Bidder has made. Mere pro forma efforts are not sufficient good faith efforts to meet the DBE contract requirements.

The documentation of good faith efforts must include copies of each DBE and non-DBE subcontractor quote submitted to the Bidder when a non-DBE subcontractor was selected over a DBE for work on the contract. A generalized assertion that the contractor received multiple quotes is not sufficient unless copies of those quotes are provided. Bidders are encouraged to review 49 CFR Part 26 Appendix A- Guidance Concerning Good Faith Efforts.

Failure to demonstrate good faith efforts to the satisfaction of the DelDOT will result in the rejection of the bid. In the event that the low bid is rejected, DelDOT will consider award of the contract to the next responsive and responsible bidder.

The following are the types of efforts that *may* be considered as Good Faith Efforts to meet DBE participation requirements. This list is not an exclusive or exhaustive, and DelDOT may consider other factors and types of efforts that may be relevant:

1. Contacting DelDOT's DBE Program Office prior to the submission of bids, either by email or by telephone, to inform them of the Bidder's difficulty in meeting the DBE goals on a given project and requesting assistance. The Bidder must document its contact with the DBE Program Office and indicate the type of contact, the date and time of the contact, the name of the person(s) contacted, and any details related to the communication. The contact must be made in sufficient time before bid submission to allow the DBE Program Office a meaningful opportunity to offer effective assistance. The Bidder will **not** be considered to have made good faith efforts if the Bidder failed to contact the DBE Program Office in advance of bid closing or if the Bidder fails to contact the DBE Program Office sufficiently in advance of bid submission for the DBE's that bidder intends to solicit to have a meaningful opportunity to respond to the solicitation.
2. Selecting portions of the work to be performed by DBEs in order to increase the likelihood that the DBE goal will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units (for example smaller tasks or quantities) to facilitate DBE participation, even when the prime contractor might otherwise prefer to perform these work items with its own forces. Selection of portions of work are required to at least equal the goal for DBE utilization specified in this contract.

3. Soliciting interest as early in the process as practicable to allow DBEs a meaningful opportunity to respond to the solicitation and submit a timely offer for the subcontract. Bidders should provide written notification at least ten (10) calendar days prior to the opening of a bid, soliciting DBE interest in participating on the contract as a subcontractor, supplier, manufacturer, or distributor for specific items of work.
4. Providing interested DBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist DBEs in responding to solicitation.
5. Negotiating in good faith with interested DBEs. It is the Bidders responsibility to make a portion of the work available to the DBE subcontractors, and to select those portions of work or material needs consistent with the available DBE subcontractors, suppliers, manufacturers, or distributors so as to facilitate DBE participation. Evidence of such negotiation includes:
 - a. Description of the means by which firms were solicited (i.e. by telephone, e-mail, written notice, advertisement).
 - b. The names, addresses, telephone numbers of DBE's contacted, the dates of initial contact; and whether initial solicitations of interest were followed-up by contacting the DBEs to determine with certainty whether the DBEs were interested.
 - c. A description of the information provided to DBE firms regarding the plans, specifications, and estimated quantities for portions of the work to be performed.
 - d. A statement of why additional agreements with DBE's were not reached in order to meet the projected goal.
 - e. Listing of each DBE contacted but not contracted and the reasons for not entering a contract.
6. Making efforts to assist DBEs that need assistance in obtaining bonding, insurance, or lines of credit required by the contractor.
7. Detailing the reasons why certified DBEs are not available or not interested.
8. Effectively using the services of available minority/women community organizations; minority/women contractor's groups; local, state and federal business assistance offices; and other organizations that provide assistance in recruitment and placement of DBEs.

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

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

DelDOT may contact rejected DBEs as part of its investigation. However, nothing listed here shall be construed to require the Bidder or prime contractor to accept unreasonable quotes in order to satisfy contract goals.

In determining whether a Bidder has made good faith efforts, DelDOT will review the documented efforts of the contractor and will review the performance, taking into account the ability of other Bidders in meeting the contract DBE goal.

DelDOT will evaluate the submittal to determine whether in fact good faith efforts have been demonstrated consistent with the specifications and the Federal regulations, 49 CFR 26, Appendix A.

Administrative Reconsideration Procedures (49 CFR §26.53(d)):

Within five (5) calendar days of being informed by DelDOT that it has not documented sufficient good faith efforts, a Bidder may request an administrative reconsideration. The Bidder should make this request in writing to the attention of DelDOT's Director of Finance, 800 Bay Road, Dover, Delaware 19901, and email a copy to dot-ask@delaware.gov. The Reconsideration Official will not have played any role in the original determination that the Bidder did not document sufficient good faith efforts.

As part of this reconsideration, the Bidder will have the opportunity to provide written documentation or argument concerning the issue of whether it made adequate good faith efforts toward meeting the assigned DBE goal. The Bidder will have the opportunity to meet in person with the Reconsideration Official, to discuss the issue of whether it met the goal or made adequate good faith efforts to do so. The final decision made by the Reconsideration Official will be communicated to the Bidder in writing. In accordance with 49 CFR §26.53(d)(5) the result of the reconsideration process is not administratively appealable to the U.S. Department of Transportation.

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REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. Non-segregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- XI. Certification Regarding Use of Contract Funds for Lobbying
- XII. Use of United States-Flag Vessels:

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under title 23, United States Code, as required in 23 CFR 633.102(b) (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services). 23 CFR 633.102(e).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider. 23 CFR 633.102(e).

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services) in accordance with 23 CFR 633.102. The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in solicitation-for-bids or request-for-proposals documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract). 23 CFR 633.102(b).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work

performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract. 23 CFR 633.102(d).

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).

II. NONDISCRIMINATION (23 CFR 230.107(a); 23 CFR Part 230, Subpart A, Appendix A; EO 11246)

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

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

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

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR Part 60, and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

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

1. Equal Employment Opportunity: Equal Employment Opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (see 28 CFR Part 35, 29 CFR Part 1630, 29 CFR Parts 1625-1627, 41 CFR Part 60 and 49 CFR Part 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140, shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR Part 35 and 29 CFR Part 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract. 23 CFR 230.409 (g)(4) & (5).

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, sexual orientation, gender identity, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action or are substantially involved in such action, will be made fully cognizant of and will implement the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to ensure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action

within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs (i.e., apprenticeship and on-the-job training programs for the geographical area of contract performance). In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. 23 CFR 230.409. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide

sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants /

Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established thereunder. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials

and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors, suppliers, and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurances Required:

a. The requirements of 49 CFR Part 26 and the State DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.

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

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible.

c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E are incorporated by reference. 49 CFR Part 21.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women.

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of more than \$10,000. 41 CFR 60-1.5.

As prescribed by 41 CFR 60-1.8, the contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location under the contractor's control where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101. Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway

Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

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

1. Minimum wages (29 CFR 5.5)

a. *Wage rates and fringe benefits.* All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act ([29 CFR part 3](#))), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. As provided in paragraphs (d) and (e) of 29 CFR 5.5, the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act ([40 U.S.C. 3141\(2\)\(B\)](#)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.e. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in paragraph 4. of this section. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph 1.c. of this section) and the Davis-Bacon poster (WH-1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. *Frequently recurring classifications.* (1) In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in [29 CFR part 1](#), a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to paragraph 1.c. of this section, provided that:

(i) The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;

(ii) The classification is used in the area by the construction industry; and

(iii) The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

(2) The Administrator will establish wage rates for such classifications in accordance with paragraph 1.c.(1)(iii) of this section. Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

c. *Conformance.* (1) The contracting officer must require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract be classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate only when the following criteria have been met:

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

(ii) The classification is used in the area by the construction industry; and

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

(2) The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.

(3) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to DBAconformance@dol.gov. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to DBAconformance@dol.gov, refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(5) The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division

under paragraphs 1.c.(3) and (4) of this section. The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 1.c.(3) or (4) of this section must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

d. *Fringe benefits not expressed as an hourly rate.* Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

e. *Unfunded plans.* If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the contractor, in accordance with the criteria set forth in § 5.28, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

f. *Interest.* In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

2. Withholding (29 CFR 5.5)

a. *Withholding requirements.* The contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in this section for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in paragraph 3.d. of this section, the contracting agency may on its own initiative and after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with paragraph

2.a. of this section or Section V, paragraph 3.a., or both, over claims to those funds by:

- (1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- (2) A contracting agency for its procurement costs;
- (3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- (4) A contractor's assignee(s);
- (5) A contractor's successor(s); or
- (6) A claim asserted under the Prompt Payment Act, [31 U.S.C. 3901](#)–3907.

3. Records and certified payrolls (29 CFR 5.5)

a. Basic record requirements (1) Length of record retention. All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.

(2) Information required. Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in [40 U.S.C. 3141\(2\)\(B\)](#) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

(3) Additional records relating to fringe benefits. Whenever the Secretary of Labor has found under paragraph 1.e. of this section that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in [40 U.S.C. 3141\(2\)\(B\)](#) of the Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

(4) Additional records relating to apprenticeship. Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

b. Certified payroll requirements (1) Frequency and method of submission. The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to the contracting

agency. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.

(2) Information required. The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under paragraph 3.a.(2) of this section, except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (e.g., the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH-347 or in any other format desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division website at <https://www.dol.gov/sites/dolgov/files/WHDL/legacy/files/wh347.pdf> or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the contracting agency.

(3) Statement of Compliance. Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

(i) That the certified payroll for the payroll period contains the information required to be provided under paragraph 3.b. of this section, the appropriate information and basic records are being maintained under paragraph 3.a. of this section, and such information and records are correct and complete;

(ii) That each laborer or mechanic (including each helper and apprentice) working on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in [29 CFR part 3](#); and

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

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

(5) *Signature*. The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.

(6) *Falsification*. The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under [18 U.S.C. 1001](#) and [31 U.S.C. 3729](#).

(7) *Length of certified payroll retention*. The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

c. *Contracts, subcontracts, and related documents*. The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

d. *Required disclosures and access* (1) *Required record disclosures and access to workers*. The contractor or subcontractor must make the records required under paragraphs 3.a. through 3.c. of this section, and any other documents that the contracting agency, the State DOT, the FHWA, or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by § 5.1, available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.

(2) *Sanctions for non-compliance with records and worker access requirements*. If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to § 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under [29 CFR part 6](#) any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

(3) *Required information disclosures*. Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address

of each covered worker, and must provide them upon request to the contracting agency, the State DOT, the FHWA, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

4. Apprentices and equal employment opportunity (29 CFR 5.5)

a. *Apprentices (1) Rate of pay*. Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(2) *Fringe benefits*. Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.

(3) *Apprenticeship ratio*. The allowable ratio of apprentices to journeyworkers on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to paragraph 4.a.(4) of this section. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph 4.a.(1) of this section, must be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(4) *Reciprocity of ratios and wage rates*. Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

b. *Equal employment opportunity*. The use of apprentices and journeyworkers under this part must be in conformity with

the equal employment opportunity requirements of Executive Order 11246, as amended, and [29 CFR part 30](#).

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

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. 23 CFR 230.111(e)(2). The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeyworkers shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract as provided in 29 CFR 5.5.

6. Subcontracts. The contractor or subcontractor must insert FHWA-1273 in any subcontracts, along with the applicable wage determination(s) and such other clauses or contract modifications as the contracting agency may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate. 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract as provided in 29 CFR 5.5.

9. Disputes concerning labor standards. As provided in 29 CFR 5.5, disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility. a. By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of [40 U.S.C. 3144\(b\)](#) or § 5.12(a).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of [40 U.S.C. 3144\(b\)](#) or § 5.12(a).

c. The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, [18 U.S.C. 1001](#).

11. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#);

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#);

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#); or

d. Informing any other person about their rights under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#).

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. 29 CFR 5.5.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph 1. of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or

mechanic, including watchpersons and guards, employed in violation of the clause set forth in paragraph 1. of this section, in the sum currently provided in 29 CFR 5.5(b)(2)* for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1. of this section.

* \$31 as of January 15, 2023 (See 88 FR 88 FR 2210) as may be adjusted annually by the Department of Labor, pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990.

3. Withholding for unpaid wages and liquidated damages

a. *Withholding process.* The FHWA or the contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this section on this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with Section IV paragraph 2.a. or paragraph 3.a. of this section, or both, over claims to those funds by:

- (1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- (2) A contracting agency for its procurement costs;
- (3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- (4) A contractor's assignee(s);
- (5) A contractor's successor(s); or
- (6) A claim asserted under the Prompt Payment Act, [31 U.S.C. 3901](#)–3907.

4. Subcontracts. The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs 1. through 5. of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1. through 5. In the

event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

5. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or

d. Informing any other person about their rights under CWHSSA or this part.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System pursuant to 23 CFR 635.116.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" in paragraph 1 of Section VI refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions: (based on longstanding interpretation)

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract. 23 CFR 635.102.

2. Pursuant to 23 CFR 635.116(a), the contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. Pursuant to 23 CFR 635.116(c), the contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract. (based on long-standing interpretation of 23 CFR 635.116).

5. The 30-percent self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

VII. SAFETY: ACCIDENT PREVENTION

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

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR Part 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. 23 CFR 635.108.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and

health standards (29 CFR Part 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704). 29 CFR 1926.10.

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

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

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR Part 635) in one or more places where it is readily available to all persons concerned with the project:

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

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

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

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 11, 1916, (39 Stat. 355), as amended and supplemented;

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

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (42 U.S.C. 7606; 2 CFR 200.88; EO 11738)

This provision is applicable to all Federal-aid construction contracts in excess of \$150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.327.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.327.

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

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200. 2 CFR 180.220 and 1200.220.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction. 2 CFR 180.320.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default. 2 CFR 180.325.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 2 CFR 180.345 and 180.350.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900-180.1020, and 1200. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction. 2 CFR 180.330.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 180.300.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>). 2 CFR 180.300, 180.320, and 180.325.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default. 2 CFR 180.325.

* * * * *

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

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.335;.

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property, 2 CFR 180.800;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification, 2 CFR 180.700 and 180.800; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. 2 CFR 180.335(d).

(5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(6) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

3. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders, and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200). 2 CFR 180.220 and 1200.220.

a. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which

this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances. 2 CFR 180.365.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900 – 180.1020, and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contractor). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. 2 CFR 1200.220 and 1200.332.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 1200.220.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily

excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 2 CFR 180.325.

* * * * *

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

a. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:

(1) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;

(2) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(3) is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. (USDOT Order 4200.6 implementing appropriations act requirements)

b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

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

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or

cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

XII. USE OF UNITED STATES-FLAG VESSELS:

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any other covered transaction. 46 CFR Part 381.

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. 46 CFR 381.7. It is not applicable to goods or materials that come into inventories independent of an FHWA funded-contract.

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor agrees:

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. 46 CFR 381.7.

2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS
PREFERENCE FOR APPALACHIAN DEVELOPMENT
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS
ROAD CONTRACTS (23 CFR 633, Subpart B, Appendix B)**

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

CARGO PREFERENCE ACT

Requirements in the Federal-aid Highway Program

(a) Agreement Clauses. “Use of United States-flag vessels:

(1) Pursuant to Pub. L. 664 (43 U.S.C. 1241(b)) at least 50 percent of any equipment, materials or commodities procured, contracted for or otherwise obtained with funds granted, guaranteed, loaned, or advanced by the U.S. Government under this agreement, and which may be transported by ocean vessel, shall be transported on privately owned United States-flag commercial vessels, if available.

(2) Within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, ‘on-board’ commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (a)(1) of this section shall be furnished to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.

(b) Contractor and Subcontractor Clauses. “Use of United States-flag vessels: The contractor agrees—

(1) To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.

(2) To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, ‘on-board’ commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b) (1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.

(3) To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this contract.

NOTE:

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. It is not applicable to goods or materials that come into inventories independent of an FHWA funded-contract.

* * * * *

APPENDICES TO THE TITLE VI ASSURANCE

APPENDIX A

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

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, (Federal Highway Administration (FHWA), or Federal Transit Authority (FTA)), as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts and the Regulations, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Federal Highway Administration (FHWA), or Federal Transit Authority (FTA) to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the Federal Highway Administration (FHWA), or Federal Transit Authority (FTA), as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Highway Administration (FHWA), or Federal Transit Authority (FTA) may determine to be appropriate, including, but not limited to:

withholding payments to the contractor under the contract until the contractor complies;
and/or cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through five in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts and the Regulations. The contractor will take action with respect to any subcontract or procurement as the Recipient or the Federal Highway Administration (FHWA), or Federal Transit Authority (FTA) may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

APPENDIX E

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

Pertinent Non-Discrimination Authorities:

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

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

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

Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part27;

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

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

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

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

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

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

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

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

* * * * *

PREVAILING WAGES

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

REQUIREMENT BY DEPARTMENT OF LABOR FOR SWORN PAYROLL INFORMATION

Title 29 Del.C. §6960 stipulates;

- (b) Every contract based upon these specifications shall contain a stipulation that the employer shall pay all mechanics and laborers employed directly upon the site of the work, unconditionally and not less often than once a week and without subsequent deduction or rebate on any account, the full amounts accrued at time of payment, computed at wage rates not less than those stated in the specifications, regardless of any contractual relationship which may be alleged to exist between the employer and such laborers and mechanics. The specifications shall further stipulate that the scale of wages to be paid shall be posted by the employer in a prominent and easily accessible place at the site of the work, and that there may be withheld from the employer so much of accrued payments as may be considered necessary by the Department of Labor to pay to laborers and mechanics employed by the employer the difference between the rates of wages required by the contract to be paid laborers and mechanics on the work and rates of wages received by such laborers and mechanics to be remitted to the Department of Labor for distribution upon resolution of any claims.
- (c) **Every contract based upon these specifications shall contain a stipulation that sworn payroll information, as required by the Department of Labor, be furnished weekly. The Department of Labor shall keep and maintain the sworn payroll information for a period of 6 months from the last day of the work week covered by the payroll.**

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

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

PREVAILING WAGE REQUIREMENTS

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

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

Contractors with questions may contact:

Department of Labor, Division of Industrial Affairs, 4425 N. Market Street, Wilmington, DE 19802
Telephone (302) 761-8200 <https://dia.delawareworks.com/labor-law/>

STATE OF DELAWARE
DEPARTMENT OF LABOR
DIVISION OF INDUSTRIAL AFFAIRS
OFFICE OF LABOR LAW ENFORCEMENT
PHONE: (302) 318-2769

Mailing Address:
252 Chapman Road
Suite 210
Newark, DE 19702

Located at:
252 Chapman Road
Suite 210
Newark, DE 19702

PREVAILING WAGES FOR HIGHWAY CONSTRUCTION EFFECTIVE MARCH 15, 2024

CLASSIFICATION	NEW CASTLE	KENT	SUSSEX
BRICKLAYERS	65.24	65.24	69.05
CARPENTERS	65.85	61.06	49.30
CEMENT FINISHERS	70.64	43.32	44.16
ELECTRICAL LINE WORKERS	35.67	57.63	28.21
ELECTRICIANS	81.62	81.62	81.62
IRON WORKERS	86.81	31.66	33.63
LABORERS	54.96	50.59	49.65
MILLWRIGHTS	21.38	20.75	17.93
PAINTERS	81.29	81.29	81.29
PILEDRIERS	95.51	31.53	88.62
POWER EQUIPMENT OPERATORS	82.31	52.56	48.15
SHEET METAL WORKERS	30.20	26.96	24.40
TRUCK DRIVERS	51.73	37.48	45.64

CERTIFIED: 02/28/2025

BY: *[Signature]* For Fran Chudzick
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) 318-2769.

NON-REGISTERED APPRENTICES MUST BE PAID THE MECHANIC'S RATE.

PROJECT: DOT2602 Federal Aid Project No. Various IDIQ - Traffic Signals and ITS FY25-FY27 Statewide County, Multiple Counties



General Decision Number: DE20250005 01/03/2025

Superseded General Decision Number: DE20240005

State: Delaware

Construction Type: Highway

County: **New Castle County in Delaware.****HIGHWAY CONSTRUCTION PROJECTS**

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022, Executive Order 14026 generally applies to the contract. The contractor must pay all covered workers at least **\$17.75** per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in **2025**. If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022, Executive Order 13658 generally applies to the contract. The contractor must pay all covered workers at least **\$13.30** per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in **2025**. The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request. Additional information on contractor requirements and worker protections under the Executive Orders is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Modification Number	Publication Date
0	01/03/2025

ENGI0542-001 07/01/2022

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
Backhoe/Excavator/Trackhoe..	\$ 45.34	28.73
Bobcat/Skid Steer/Skid		
Loader.....	\$ 40.28	27.25
Crane.....	\$ 45.34	28.73
Drill.....	\$ 40.28	27.25
Paver (Asphalt, Aggregate		
and Concrete).....	\$ 42.34	27.85
Pounder.....	\$ 28.87	17.75
Roller.....	\$ 39.92	19.14

LABO0199-001 05/01/2022

	Rates	Fringes
LABORER (Asphalt, Includes		
Raker, Shoveler, Spreader and		
Distributor).....	\$ 31.15	16.50

	Rates	Fringes
CARPENTER.....	\$ 50.06	4.32
CEMENT MASON/CONCRETE FINISHER...	\$ 33.03	5.25
ELECTRICIAN.....	\$ 65.99	0.00
FORM WORKER.....	\$ 49.77	3.37
IRONWORKER, REINFORCING.....	\$ 55.67	0.00
LABORER: Common or General.....	\$ 36.33	3.50
LABORER: Mason Tender -		
Cement/Concrete.....	\$ 43.30	1.66
OPERATOR: Bulldozer.....	\$ 37.55	16.19
OPERATOR: Loader.....	\$ 38.36	4.31
OPERATOR: Mechanic.....	\$ 28.11	11.18
OPERATOR: Milling Machine.....	\$ 38.29	11.15
TRAFFIC CONTROL: Flagger.....	\$ 37.49	0.00
TRUCK DRIVER: Dump Truck.....	\$ 29.31	9.84

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

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

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

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

Union Rate Identifiers

A four-letter identifier beginning with characters other than "SU", "UAVG", "SA", or "SC" denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this

classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio.

The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c) (1).

State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination.

The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

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

- a) a survey underlying a wage determination
- b) an existing published wage determination
- c) an initial WHD letter setting forth a position on a wage determination matter
- d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

Branch of Wage Surveys
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

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

2.) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

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

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

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

Write to:

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

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END OF GENERAL DECISION

General Decision Number: DE20250004 01/03/2025

Superseded General Decision Number: DE20240004

State: Delaware

Construction Type: Highway

County: **Kent County in Delaware****HIGHWAY CONSTRUCTION PROJECTS**

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including, those set forth at 29 CFR 5.1(a)(2)-(60). If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022, Executive Order 14026 generally applies to the contract. The contractor must pay all covered workers at least **\$17.75** per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in **2025**. If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022, Executive Order 13658 generally applies to the contract. The contractor must pay all covered workers at least **\$13.30** per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in **2025**. The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request. Additional information on contractor requirements and worker protections under the Executive Orders is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Modification Number Publication Date

0

01/03/2025

ENGI0542-001 07/01/2022

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
Crane.....	\$ 45.34	28.73
Drill.....	\$ 40.28	27.25
Pounder.....	\$ 28.87	17.75
Roller.....	\$ 39.92	19.14

LABO0199-001 05/01/2022

LABORER (Asphalt, Includes Raker, Shoveler, Spreader and Distributor).....	\$ 31.15	16.50
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SUDE2022-002 09/08/2022

	Rates	Fringes
CARPENTER.....	\$ 50.70	3.74
CEMENT MASON/CONCRETE FINISHER...	\$ 34.85	1.34
ELECTRICIAN	\$ 65.86	0.00
FORM WORKER.....	\$ 54.81	2.11
IRONWORKER, REINFORCING.....	\$ 49.64	0.00

LABORER: Common or General.....	\$ 34.24	5.00
LABORER: Mason Tender -		
Cement/Concrete.....	\$ 43.30	2.06
OPERATOR:		
Backhoe/Excavator/Trackhoe.....	\$ 42.29	1.63
OPERATOR: Bobcat/Skid		
Steer/Skid Loader.....	\$ 42.29	1.63
OPERATOR: Bulldozer.....	\$ 35.18	14.27
OPERATOR: Loader.....	\$ 38.36	4.31
OPERATOR: Mechanic.....	\$ 28.11	11.18
OPERATOR: Milling Machine.....	\$ 34.01	12.25
OPERATOR: Paver (Asphalt,		
Aggregate, and Concrete).....	\$ 35.07	17.17
TRAFFIC CONTROL: Flagger.....	\$ 39.45	0.00
TRUCK DRIVER: Dump Truck.....	\$ 22.89	9.05

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

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

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Union Rate Identifiers

A four-letter identifier beginning with characters other than "SU", "UAVG", "SA?", or "SC?" denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in

processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio.

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A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

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The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

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The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination.

The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

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

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- c) an initial WHD letter setting forth a position on a wage determination matter
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Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

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

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

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

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END OF GENERAL DECISION

General Decision Number: DE20250006 01/03/2025

Superseded General Decision Number: DE20240006

State: Delaware

Construction Type: Highway

County: **Sussex County in Delaware.**

HIGHWAY CONSTRUCTION PROJECTS

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022, Executive Order 14026 generally applies to the contract. The contractor must pay all covered workers at least **\$17.75** per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in **2025**. If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022, Executive Order 13658 generally applies to the contract. The contractor must pay all covered workers at least **\$13.30** per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in **2025**. The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request. Additional information on contractor requirements and worker protections under the Executive Orders is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Modification Number Publication Date

0

01/03/2025

ENGI0542-006 07/01/2022

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
Crane.....	\$ 45.34	28.73
Drill.....	\$ 40.28	27.25
Pounder.....	\$ 28.87	17.75
Roller.....	\$ 39.92	19.14

LABO0199-001 05/01/2022

	Rates	Fringes
LABORER (Asphalt, Includes Raker, Shoveler, Spreader and Distributor).....	\$ 31.15	16.50

SUDE2022-003 09/08/2022

	Rates	Fringes
CARPENTER.....	\$ 39.67	5.08
CEMENT MASON/CONCRETE FINISHER...	\$ 30.41	3.28
ELECTRICIAN.....	\$ 65.86	0.00
FORM WORKER.....	\$ 38.65	5.45

IRONWORKER, REINFORCING.....	\$ 49.64	0.00
LABORER: Common or General.....	\$ 34.94	5.91
LABORER: Mason Tender -		
Cement/Concrete.....	\$ 43.30	2.06
OPERATOR:		
Backhoe/Excavator/Trackhoe.....	\$ 30.52	13.47
OPERATOR: Bobcat/Skid		
Steer/Skid Loader.....	\$ 34.34	14.93
OPERATOR: Bulldozer.....	\$ 35.18	14.27
OPERATOR: Loader.....	\$ 38.36	4.31
OPERATOR: Mechanic.....	\$ 28.11	11.18
OPERATOR: Milling Machine.....	\$ 34.01	12.25
OPERATOR: Paver (Asphalt,		
Aggregate, and Concrete).....	\$ 35.07	17.17
TRAFFIC CONTROL: Flagger.....	\$ 40.33	0.00
TRUCK DRIVER: Dump Truck.....	\$ 28.07	7.38

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

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

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

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

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Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio.

The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The "SU" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The "SA" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

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

- a) a survey underlying a wage determination
- b) an existing published wage determination
- c) an initial WHD letter setting forth a position on a wage determination matter
- d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

Branch of Wage Surveys
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

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

2.) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

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

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

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

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

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END OF GENERAL DECISION

Contract DOT2602
IDIQ – Traffic Signals & ITS, FY25-FY27

SPECIAL PROVISIONS

S.P. Code	SPECIAL PROVISION DESCRIPTION
201501-25	CLEARING AND GRUBBING
211514-25	REMOVAL OF STREET LIGHTING SYSTEM
763520-25	ELECTRONIC TICKETING
763655-25	PERFORMANCE AND PAYMENT BOND, SPECIAL
808500-25	PROVIDE AND INSTALL STRAIGHT BOOM LIFT, UP TO 80', 4WD (HOURLY)
808501-25	PROVIDE AND INSTALL STRAIGHT BOOM LIFT, UP TO 80', 4WD (DAILY)
813501-25	TEMPORARY SIDEWALK, TYPE 2 (BOARDWALK)
813502-25	RELOCATE TEMPORARY SIDEWALK - TYPE 2
813503-25	TEMPORARY PEDESTRIAN PATHWAY
819500-25	PROVIDE AND INSTALL ROAD SIGN ON SINGLE POST
819501-25	PROVIDE AND INSTALL ROAD SIGN ON MULTIPLE POSTS
819514-25	PROVIDE AND INSTALL SIGNFIX CHANNEL ON ROAD SIGN
822503-25	INSTALL OVERHEAD SIGN
822504-25	INSTALLATION OR REMOVAL OF OVER-HIGHWAY SIGN OR SIGN ON ROADSIDE I-BEAM STRUCTURE
823500-25	INSTALLATION OF SIGN ON SPAN WIRE OR MAST ARM
832500-25	SPLICING OF ELECTRICAL CABLE, UNDERGROUND
832501-25	SPLICING OF ELECTRICAL CABLE, ABOVE GROUND
832502-25	TRIPLEX SPLICE
832504-25	PROVIDE AND INSTALL #8 THHN STRANDED COPPER
832505-25	PROVIDE AND INSTALL #6 AWG SOLID COPPER
832506-25	PROVIDE AND INSTALL #1/0 AWG STRANDED COPPER
832507-25	PROVIDE AND INSTALL 14/5 TRAFFIC CONTROL CABLE
832508-25	PROVIDE AND INSTALL 2-CONDUCTOR # 14 AWG ALUMINUM SHIELDED CABLE
832509-25	INSTALL CAT5E VIDEO DETECTOR CABLE
832510-25	PROVIDE & INSTALL CAT5E VIDEO DETECTOR CABLE
834501-25	PARTIAL REMOVAL OF CONCRETE POLE BASES AND CABINET FOUNDATIONS
835502-25	CABINET BASE TYPE K (HIB)
836500-25	INSTALLATION OF STEEL MAST ARM POLE WITH SINGLE MAST ARM GREATER THAN 70'
836501-25	INSTALLATION OR REMOVAL OF TRAFFIC SIGNAL MAST ARM
836502-25	PROVIDE AND INSTALL PEDESTAL POLE
836503-25	REMOVE STEEL POLE (EQUAL TO OR GREATER THAN 15' AND LESS THAN 40')
836504-25	INSTALLATION OF STEEL MAST ARM POLE WITH SINGLE OR TWIN MAST ARM UP TO 60'
836505-25	PROVIDE 10' PEDESTAL POLE
836506-25	PROVIDE 14' PEDESTAL POLE
836507-25	PROVIDE PEDESTAL POLE TRANSFORMER BASE
837500-25	REMOVAL OF SIGNAL OR PEDESTRIAN HEAD FROM POLE OR PEDESTAL
837501-25	INSTALLATION AND REMOVAL OF TRAFFIC SIGNAL INDICATION/LED MODULE
837502-25	INSTALLATION AND REMOVAL OF PEDESTRIAN SIGNAL INDICATION/LED MODULE
837503-25	PROVIDE 8" SIGNAL HEAD SECTION
837504-25	PROVIDE 12" SIGNAL HEAD SECTION
837505-25	PROVIDE 8" LED TRAFFIC SIGNAL INDICATION MODULE
837506-25	PROVIDE 12" LED TRAFFIC SIGNAL INDICATION MODULE

Contract DOT2602
IDIQ – Traffic Signals & ITS, FY25-FY27

SPECIAL PROVISIONS

S.P. Code	SPECIAL PROVISION DESCRIPTION
837509-25	PROVIDE PEDESTRIAN PUSHBUTTON WITH SIGN
837510-25	PROVIDE SIGNAL HEAD BACKPLATE
837512-25	PROVIDE AND INSTALL FLEXIBLE THERMOPLASTIC SIGNAL HEAD BACKPLATE
837513-25	PROVIDE 16" PEDESTRIAN SIGNAL HOUSING
837514-25	PROVIDE 16" LED COUNTDOWN PEDESTRIAN SIGNAL INDICATION MODULE
837520-25	INSTALLATION OF RECTANGULAR RAPID FLASHING BEACON (SINGLE)
837521-25	INSTALLATION OF RECTANGULAR RAPID FLASHING BEACON (DOUBLE)
837522-25	REMOVAL OF SIGNAL HEAD OR OPTICOM EMERGENCY PREEMPTION DETECTOR FROM SPAN WIRE OR MAST ARM
837523-25	INSTALLATION OR REMOVAL OF PEDESTRIAN BUTTON ON WOOD OR METAL POLE
837524-25	INSTALLATION OF SOLAR PANEL
838500-25	REMOVAL OF SPAN WIRE
838503-25	REMOVAL OF CABLE FROM MESSENGER WIRE
839500-25	PROVIDE AND INSTALL WOOD POLE, CLASS II (HEAVY) - 30'
839501-25	PROVIDE AND INSTALL WOOD POLE, CLASS II (HEAVY) - 40'
839502-25	PROVIDE AND INSTALL WOOD POLE, CLASS II (HEAVY) - 50'
839503-25	PROVIDE AND INSTALL WOOD POLE, CLASS III - 30'
839504-25	PROVIDE AND INSTALL WOOD POLE, CLASS III - 40'
839505-25	PROVIDE AND INSTALL WOOD POLE, CLASS III - 50'
842501-25	PROVIDE AND INSTALL ELECTRIC UTILITY SERVICE EQUIPMENT 120/240 (100 AMP)
842502-25	PROVIDE AND INSTALL ELECTRICAL UTILITY SERVICE EQUIPMENT 120/240 (200 AMP)
842504-25	PROVIDE AND INSTALL ADDITIONAL DISCONNECT SWITCH
844530-25	INSTALL OR REMOVE BLUETOOTH DETECTOR
844531-25	INSTALL OR REMOVE MICROWAVE DETECTOR
844532-25	INSTALL OR REMOVE VIDEO DETECTOR OR CCTV CAMERA
850517-25	INSTALLATION OF LUMINAIRE
851502-25	ALUMINUM LIGHTING SINGLE DAVIT ARM, 8' ARM SPREAD
851503-25	ALUMINUM LIGHTING SINGLE DAVIT ARM, 12' ARM SPREAD
851504-25	ALUMINUM LIGHTING SINGLE DAVIT ARM, 15' ARM SPREAD
851505-25	ALUMINUM LIGHTING STANDARD WITH SINGLE DAVIT ARM, 45' POLE
851506-25	ALUMINUM LIGHTING STANDARD, 30' POLE
851507-25	ALUMINUM LIGHTING STANDARD, 40' POLE
851509-25	ALUMINUM LIGHTING STANDARD WITH SINGLE TRUSS ARM, 30' POLE
851520-25	ALUMINUM LIGHTING SINGLE DAVIT ARM, 10' ARM SPREAD
851522-25	ALUMINUM LIGHTING SINGLE DAVIT ARM, 20' ARM SPREAD
851532-25	INSTALL OR REMOVE STEEL DAVIT ARM OR STEEL TRUSS ARM
851533-25	LIGHT STANDARD ATTACHMENTS
862501-25	RETROREFLECTIVE THERMOPLASTIC MARKINGS, BIKE SYMBOL, POURED IN PLACE USING TEMPLATE
862502-25	RETROREFLECTIVE THERMOPLASTIC MARKINGS, PEDESTRIAN SYMBOL, POURED IN PLACE USING TEMPLATE
908514-25	PROVIDING SOD

201501 – CLEARING AND GRUBBING

Description:

In accordance with Section 201.1.

Materials:

Not applicable.

Construction:

In accordance with Section 201.3.

Method of Measurement:

The Department will measure Clearing and Grubbing as the number of square yards acceptably cleared and grubbed.

Basis of Payment:

- A. The Department will pay for Clearing and Grubbing at the contract unit price per square yard. Price and payment will constitute full compensation for disposing of cleared and grubbed material and providing all tools, equipment, and incidentals required to complete the Work.
- B. The Department will consider all costs associated with the engineer's discretion to restrict earth-moving activities as incidental to the Work.
- C. The Department will not pay for the repair or replacement of damaged plants, features, or amenities that are identified to remain.

11/1/2024

211514 - REMOVAL OF STREET LIGHTING SYSTEM

Description:

This work consists of the removal and transportation of a street lighting system. For the purpose of this item, the Department will define the street lighting system as a full system that may be comprised of luminaires, mast arms, poles, foundation bases, and wiring.

Materials:

A. Borrow, Type C

Section 1001

Construction:

A. Remove the street light systems as identified in the contract.

1. Remove all salvageable materials and hardware from each lighting system, without damage, in sections or pieces.
2. Transport and store salvaged items at the location specified on the plans, or as directed by the engineer.
3. Dispose of materials deemed unusable by the engineer.

B. Backfill foundation base hole in accordance with Section 207.

Method of measurement:

The Department will measure the quantity of removal of street lighting system as each.

Basis of payment:

A. The department will pay for the removal of street lighting system at the contract unit price per each removal.

Price and payment will constitute full compensation for:

1. Removal of street lighting system:
 - a. luminaires;
 - b. mast arm;
 - c. pole;
 - d. foundation base;
 - e. wiring;
 - f. excavation;
 - g. backfill and backfilling;
 - h. transportation;
 - i. storage; and
 - j. all incidentals to complete the work.

2/4/25

763520 - ELECTRONIC TICKETING

Description:

This work consists of providing electronic data for material weight tickets delivered to the project. This work also consists of placing an identifying vehicle number on the driver side and the passenger or rear sides of the delivery vehicle. This does not preclude or dismiss any requirement for paper tickets required by the Standard Specifications or other rules and regulations.

General Requirements:

- A. Send electronic tickets (eTicket) to the Department's Electronic Ticketing Portal <https://tickets.delldot.gov> as they are generated. The Department will reject any load that does not have a corresponding eTicket unless the cause is beyond the contractor's control. In such circumstances paper tickets may be permitted at the discretion of the engineer.
- B. Payment for material weight delivered to the project will be based upon the eTickets marked "*Delivered*", less waste, excess material weight as noted in 105.12 of the Standard Specifications, and any audit corrections.
- C. Do not reissue or reprint tickets that have been marked "*Delivered*" or "*Rejected*" without first notifying the engineer. The engineer may reject a reissued or reprinted ticket at their discretion. When a reissued or reprinted ticket is rejected, payment will be based upon the original ticket.

Data Integration:

Request a list of the Department's naming nomenclature. Include in the request an identification of what system the supplier utilizes for its load read-out weighing system. If necessary, create an Application Programming Interface (API) to integrate with the Department's eTicketing Portal. Utilize the API to provide electronic data from the load read-out weighing system at the material source that is readable by the Department's eTicketing Portal. Update the load read-out weighing system and API as necessary to maintain connection the Department's eTicketing Portal.

The data shall be provided as follows:

Reference Field No.	Description	Examples	Data Type	Required
1	Ticket Number	5126349, 101R, 539-19	String	Yes
2	Contract Number	T202011001	String	Yes

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3	Contract Name (Job)	Walnut Street Streetscape Improvements	String	Yes
4	Contractor Name (Customer)	Mumford & Miller, Inc.; A Del Construction	String	Yes
5	Supplier Name	River Asphalt; Allan Myers Materials	String	Yes
6	Supplier Plant	Plant #1 Dagsboro; Dover Asphalt	String	Yes
7	Job Number (Location)	Task 1; Location 5	String	Yes
8	Weigh Master Name	Johnny Scales	String	Yes
9	Weigh Master ID	1234567	String	Yes
10	Left Intentionally Blank			No
11	Mix Design ID (Product)	1628p; AM-WILM-29 76-22	String	Yes
12	Material Type (Product Description)	9.5mm top; 19MM 76-22 NON CARB	String	Yes
13	Item No. (Product Code)	401005; 401016	String	Yes
14	Load Number	75	Number	Yes
15	Identifying Vehicle Number	T-1	String	Yes
16	Hauler	John Doe Trucking	String	Yes
17	Legal Gross Vehicle Weight	73,280	Number	Yes
18	Loading Date & Time	2020-06-15T13:45:30	String	Yes
19	Gross Weight	72,980	Number	Yes
20	Net Weight	27,900	Number	Yes
21	Truck Tare Weight	45,080	Number	Yes
22	Void	280	Number	No
23	Daily Running Total	44.43	Number	Yes

All provided weights shall be accurate to 0.01 tons.

Loads which do not have the required data shall be rejected.

Setup and Calibration:

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Conduct a test of each supplier's integration with the Department's eTicketing Portal prior to shipping material. Complete test at least 14 days prior to shipping material unless otherwise approved by the engineer. The test must involve at least four calibration eTickets from each supplier approved for use on the project. The calibration eTickets must accurately reflect the categories 1-7 shown above; all other categories shall be marked "*TEST*". After the engineer confirms the calibration eTickets have been entered into the Department's eTicket Portal, void the eTickets with the reason "*Calibration Testing*".

Uptime:

Uptime reliability of the material supplier's ticketing system must be 99.5% over any 30-day rolling period. Uptime is defined as the ability for the Department to receive electronic tickets within a maximum of 10 minutes from when the ticket was created.

Load Identification:

Ensure the identifying vehicle numbers on the delivery vehicle correspond to the ticket. Place the numbers on the delivery vehicles such that at least one can be safely read from within the work area. Delivery vehicles without identifying vehicle numbers shall be rejected.

Method of Measurement:

The Department will not measure electronic ticketing.

Basis of Payment:

- A. The cost associated with creating and maintaining an API, providing electronic ticketing data, and placing identifying vehicle numbers on the delivery vehicles is incidental to the item being placed.
- B. The Department will make no payment for material that is rejected.

01/18/2022

763655 - PERFORMANCE AND PAYMENT BOND, SPECIAL

Description:

For this contract, delete section 103.5.A and replace with the following:

Simultaneous with the execution of the contract, the successful bidder shall provide a surety bond or bonds in a sum equal to Five Hundred Thousand Dollars (\$500,000.00) or 1/3 of the bid price, whichever is higher. The bond is for the benefit of the Department, as well as for the use and benefit of Delaware's Division of Revenue in the case of claims under this bond for taxes due to the State. Provide a bond issued by a corporate surety authorized to do business in Delaware.

Method of Measurement:

The Department will not measure performance and payment bond.

Basis of Payment:

The payment will be based on the actual price paid for the bond, following the submission of acceptable receipt or invoice. If Item Number 763000-Initial Expense/De-Mobilization, is being used in this project, do not add the cost of the Performance and Payment Bond to it. It must be added to this item, 763655-Performance and Payment Bond/Special.

10/26/2021

808500 - PROVIDE AND INSTALL STRAIGHT BOOM LIFT, UP TO 80', 4WD (HOURLY)

808501 - PROVIDE AND INSTALL STRAIGHT BOOM LIFT, UP TO 80', 4WD (DAILY)

DESCRIPTION:

This work consists of providing a straight boom lift, up to 80 foot, with 360° platform rotation for easy boom positioning and self-leveling platform.

CONSTRUCTION METHODS:

- A. Booms can be raised, lowered, and extended horizontally while the work platform remains stable and straight. The lift shall maneuver and steer in any direction, even while the platform is extended. A 4WD model is required for all Department tasks and site conditions. Hydrostatic drive, positive traction, oscillation axles and proportional controls shall be provided. Use lifts equipped with 6 foot articulating jib extensions or rotating jib models.
- B. Other requirements are as follows:
 - 1. Axle-based 4WD for terrain mobility
 - 2. Analog-based control system
 - 3. Directional-sensing drive-and-steer
 - 4. All operators shall be CDL Approved

METHOD OF MEASUREMENT:

The Department will measure the quantity of straight boom lifts as each per task (hourly or daily).

BASIS OF PAYMENT:

- A. The Department will pay for straight boom lifts at the contract unit price per each task (hourly or daily). Price and payment will constitute full compensation for:
 - 1. Mobilization;
 - 2. completing task;
 - 3. maintaining in a safe manner;
 - 4. demobilization;
 - 5. labor; and
 - 6. tools and equipment.
- B. Straight boom lifts will be measured as the actual number of lifts units used per hour or per day. An hourly rate

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consists of a usage of time (mobilized on site and operational) within 1 hour to 6 hours. A day consists of any approved usage within 6 to 24 hours of time (mobilized on site and operational). Each lift will be measured only once per task (hourly or daily), regardless of how many times it is relocated to complete a task.

- C. The plastic drums required for this item will be measured as the actual number of plastic drums acceptably provided, installed and maintained each day under the appropriate contract item.
- D. The Department shall not compensate contractor for down-time due to mechanical failure or replacement of lift to complete task.

8/10/21

813501 - TEMPORARY SIDEWALK – TYPE 2 (BOARDWALK)

DESCRIPTION:

This work consists of the installation of temporary sidewalk – type 2.

MATERIALS:

A. Treated Lumber and hardware	Section 1041
B. Topsoil	Section 908
C. Seeding	Section 908

CONSTRUCTION:

- A. Construct a temporary wooden walkway to maintain pedestrian traffic through the work zone in accordance with the requirements of the Americans with Disabilities Act, locations, notes and details in the Plans and as directed by the engineer
- B. Remove the temporary sidewalk, restore the area when it is no longer needed and dispose of all materials in accordance with Subsection 106.8.

METHOD OF MEASUREMENT:

The Department will measure the quantity of Temporary Sidewalk – Type 2 in linear feet.

BASIS OF PAYMENT:

- A. The Department will pay for the Temporary Sidewalk – Type 2 at the contract unit price per linear foot. Price and payment will constitute full compensation for:
 - 1. Providing and placing all materials;
 - 2. Constructing and maintaining the temporary sidewalk;
 - 3. removal and disposal of temporary sidewalk;
 - 4. restoration; and
 - 5. incidentals required to complete the Work.

1/22/25

813502 – RELOCATE TEMPORARY SIDEWALK – TYPE 2

DESCRIPTION:

This work consists of relocating temporary sidewalk – type 2.

MATERIALS:

A. None.

CONSTRUCTION:

- A. Carefully salvage an existing temporary sidewalk – type 2, transport it to a secondary site and acceptably install it to meet the original construction details.
- B. Repair damages to the temporary sidewalk with treated lumber and hardware meeting the requirements of Section 1041, and as approved by the engineer.

METHOD OF MEASUREMENT:

The Department will measure the quantity of relocate temporary sidewalk – type 2 as the number of linear feet relocated and accepted.

BASIS OF PAYMENT:

- A. The Department will pay for the relocating of temporary sidewalk- type 2 at the contract unit price per linear foot relocated and accepted. Price and payment will constitute full compensation for:
 - 1. Relocating the temporary sidewalk;
 - 2. repairing damages to the temporary sidewalk; and
 - 3. all incidentals required to complete the Work.

1/22/25

813503 – TEMPORARY PEDESTRIAN PATHWAY

Description:

This work consists of installation of the temporary pedestrian pathway.

Materials:

A. PCC	Section 1022
B. Bituminous Concrete	Section 1014
C. Cold-Patch	Section 1015
D. Graded Aggregates	Section 1005
E. 3/4-inch Plywood Decking	
F. Wood Connector Hardware	Section 1041.5

Construction:

- A. Construct a temporary pedestrian pathway having a smooth, continuous hard surface using one of these materials: Portland cement concrete (PCC), hot-mix, cold patch or milled hot-mix base course.
- B. Placement of PCC in accordance with Section 501.
- C. Placement of bituminous pavement in accordance with Section 401.
- D. Placement of GABC in accordance with Section 301
- E. Meet the requirements of the Americans with Disabilities Act for running slope, cross slope, vertical differences and openings.
- F. Remove temporary pedestrian pathway when it is no longer needed.
- G. Dispose of all materials in accordance with Section 106.8.
- H. Restore and seed the area in accordance with Section 908.

Method of Measurement:

The Department will measure the quantity of the temporary pedestrian pathway in square yards of surface area.

Basis of Payment:

- A. The Department will pay for the temporary pedestrian pathway at the contract price per square yard of surface area installed, maintained, removed, and completed. Price and payment constitutes full compensation for:
1. Preparing, providing, placing, finishing, and compacting the materials;
 2. excavation;
 3. maintaining the pathway;
 4. removal and disposal; and
 5. restoring and seeding.

1/4/24

819500 - PROVIDE AND INSTALL ROAD SIGN ON SINGLE SIGNPOST

819501 - PROVIDE AND INSTALL ROAD SIGN ON MULTIPLE SIGNPOSTS

Description:

This work consists of fabricating, providing, and installing sign panels and providing and installing signposts.

Materials:

A. Sign Panels	Section 818.2 and APL
B. Connections	Section 1039
C. Signposts	Section 1072.1
D. Fasteners and Hardware	Section 1072.1
E. 4" PVC Pipe	Section 1031

Construction:

A. Sign Panels

1. Provide documentation and submittals in accordance with Section 818.3.
2. Design and construct sign panels in accordance with Section 818.3.
3. Provide date decals and install in accordance with Section 818.3

B. Sign Posts

1. Install sign posts in accordance with Section 819.3.A.1.
2. Install traffic signs in accordance with Section 819.3.B.1.
 - a. Mount a sign or assembly with each sign less than 9 square feet on a single signpost.
 - i. Mount YIELD signs with side dimensions up to 48 inches on a single post.
 - b. Except for YIELD signs, mount a sign assembly with any single sign totaling more than 9 square feet on 2 signposts.
 - i. Irrespective of square area, mount a sign with any dimension (length or width) exceeding 48 inches but less than 78 inches on 2 posts.
 - ii. Mount YIELD signs with side dimensions exceeding 48 inches on 2 signposts.
 - c. Mount a sign with a length or width dimension greater than or equal to 78-inches on 3 signposts.

C. Remove and dispose of any waste material.

Method of Measurement:

- A. The Department will measure provide and install road signs on a single signpost as the number of each assembly of signs on a single post installed and accepted.

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- B. The Department will measure provide and install road signs on multiple signposts as the number of each assembly of signs on multiple signposts installed and accepted.

Basis of Payment:

- A. The Department will pay for road signs on a single signpost at the contract unit price per each installed and accepted. Price and payment will constitute full compensation for
1. Providing and placing all materials;
 2. boring holes in existing concrete; and
 3. and incidentals required to complete the Work.
- B. The Department will pay for road signs on multiple signposts at the contract unit price per each installed and accepted. Price and payment will constitute full compensation for:
1. Providing and placing all materials;
 2. boring holes in existing concrete; and
 3. and incidentals required to complete the Work.
- C. The department will pay for clearing and grubbing in accordance with Section 201. If the Bid Proposal does not include 201000, this Work will be incidental to the sign being installed.

1/29/2025

819514 – PROVIDE AND INSTALL SIGNFIX CHANNEL ON ROAD SIGN

Description:

This work consists of providing and installing Signfix channel on road sign prior to mounting.

Materials:

- A. Signfix channel and installation hardware per the manufacturers requirements.

Construction:

- A. Attach the Signfix channel to the back of the sign with the necessary hardware in accordance with the manufacturer's requirements.

Method of Measurement:

The Department will measure the quantity of Signfix channel at the contract unit price per linear feet.

Basis of Payment:

- A. The Department will pay for the installation of Signfix channel at the contract unit price per linear foot of Signfix channel provided, installed and accepted. Price and payment will constitute full compensation for providing and installing Signfix channel and hardware, and all incidentals required to complete the Work.
- B. The Department will pay for signs and posts under other items in the contract.

1/28/2025

822503 - INSTALL OVERHEAD SIGN

This work consists of installation of overhead signs. Signs may be designated for installation on span wire, mast arm, wood or metal pole, pedestal pole, or ground mounted HIB (Hazard Identification Beacon) or as directed by the engineer or shown on the Plans.

- | | |
|--|--------------|
| A. High Strength Fasteners | Section 1039 |
| B. Anchor Bolts, Nuts, and Fasteners | Section 1039 |
| C. The Department will supply the signs to be installed. The signs supplied will not have pre-drilled holes for use in mounting. | |

- A. Install overhead signs in accordance with Section 822.3.2.
- B. Do not damage the sign panel, span wire, mast arm, over-highway structure, wood or metal pole, pedestal pole, ground mounted HIB, any electrical cable attached to the span wire, or any lights attached to the sign panel.
- C. Place nylon washers next to the sign face followed by a galvanized washer and the bolt head.
- D. Sign installation on over-highway structure may require the sign to be assembled from several panels to make one complete sign.
- E. Install signs on structures at a minimum height of 7-feet from the bottom of the sign to the near edge of pavement or sidewalk.
- F. The maximum size of sign panel or single sign to be installed will not exceed 96 square feet, and the maximum mounting height will not exceed 35 feet measured from roadway finished grade to top of sign.

The Department will measure the quantity of install overhead signs as the number of each complete sign installed and accepted.

The Department will pay for install overhead signs at the contract unit price per each. Price and payment will constitute full compensation for providing and placing all materials and hardware, installing signs, and all incidentals required to complete the Work.

12/10/2024

822504 - INSTALLATION OR REMOVAL OF OVER-HIGHWAY SIGN OR SIGN ON ROADSIDE I-BEAM STRUCTURE

Description:

This work consists of installing or removing a sign on an over-highway structure, roadside I-beam structure, span wire, or mast arm.

Materials:

- A. High Strength Fasteners Section 1039
- B. Anchor Bolts, Nuts, and Fasteners Section 1039
- C. The Department will supply the signs to be installed. The signs supplied will not have pre-drilled holes for use in mounting.

Construction:

A. Installation

1. Coordinate with the engineer and DelDOT Traffic for a location to pick-up the sign. Inspect the materials for damage prior to transporting them to the project location or stockpile. Notify the engineer in writing of any damages discovered.
2. Transport and deliver the materials to the project location or stockpile.
3. Install sign as specified by the engineer. Exercise caution to prevent any damage to the sign panel, span wire, mast arm, over-highway structure, roadside I-beam structure, or any electrical cable attached to the span wire, or any lights attached to the sign panel
4. Sign installation on over-highway structure or roadside I-beam structure may require the sign to be assembled from several panels to make one complete sign.
5. Install signs on roadside I-beam structures at a minimum height of 7 feet from the bottom of the sign to the near edge of pavement or sidewalk.
6. The maximum size of sign panel or single sign to be installed on over-highway structures will not exceed 96 square feet, and the maximum mounting height will not exceed 35 feet measured from grade to top of sign.
7. The sign may be mounted to an existing structure, or to one installed under this contract.

B. Removal

1. For signs designated for reuse, coordinate with the engineer and DelDOT Traffic for a location to drop off the Sign.
2. Remove sign in accordance with Section 822.3.2

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3. Exercise caution to prevent any damage to the sign panel, span wire, mast arm, any electrical wire attached to the span wire or any lights attached to the sign panel.
4. If the panel has lights attached to the sign panel, disconnect the wiring prior to removing the sign panel.
Remove the wiring that operates the lights as directed by the engineer.

Method of measurement:

The Department will measure the quantity of installation or removal of sign on roadside I-beam structure as the number of square feet of each complete sign installed and accepted or removed.

Basis of payment:

- A. The Department will pay for quantity of overhead and roadside signs at the contract unit price per square feet. Price and payment will constitute full compensation for transporting, installing, labor, tools and equipment, and all ancillaries.
- B. The Department will pay for any necessary wire removal under other items in the contract.

1/31/2025

823500 – INSTALLATION OF SIGN ON SPAN WIRE OR MAST ARM

DESCRIPTION:

In accordance with Section 823.1.

MATERIALS:

Provide materials in accordance with Section 823.2

CONSTRUCTION:

Construct in accordance with Sections 823.3.A and 823.3.B.

METHOD OF MEASUREMENT:

The Department will measure the quantity of Installation of Sign on Span Wire or Mast Arm as the number of each sign installed and accepted.

BASIS OF PAYMENT:

The Department will pay for Installation of Sign on Span Wire or Mast arm at the contract unit price per each. Price and payment will constitute full compensation for providing and placing all materials and mounting hardware, sign installation, and all incidentals required to complete the Work.

10/31/2024

832500 - SPLICING OF ELECTRICAL CABLE, UNDERGROUND

832501 - SPLICING OF ELECTRICAL CABLE, ABOVE GROUND

Description:

This work consists of splicing various types and sizes of electrical cables, excluding Fiber Optic cables.

Materials:

- | | |
|---------------------------------------|----------------|
| A. Materials for underground splices | Section 1074.2 |
| B. Materials for above ground splices | Section 1074.2 |

Construction:

- A. The minimum size and type of cable is 4 conductor #18 wire and the maximum is 26 conductor #14. The number and color code of the conductors to be spliced shall be designated by the Engineer.
- B. Underground:
 - 1. Splice cables as provided in Section 832.3.D.1.a through 832.3.D.1.k.
 - 2. After the electrical and mechanical connection is completed and before the splicing kit is applied, a test shall be made to ensure that all circuits are complete and operable. A 3M Scotchcast Kit #82A-1, ILSCO #USPA350SSDB, or approved equal shall be installed as per manufacturer's instructions.
 - 3. The splice will not be accepted and shall be replaced if there are any air bubbles or voids inside the splicing kit after the resin has cured. The funnels shall be removed as per the manufacturer's instructions.
- C. Above Ground:
 - 1. Splice overhead cables as provided in Section 832.3.D.1.l
- D. Termination of Cable Run (Butt Splice)
 - 1. Perform butt splice cable termination as provided in Section 832.3.D.1.m
- E. Taps or Tee Splices
 - 1. Perform Taps or Tee slices as provided in Section 832.3.D.1.n

Method of Measurement:

- A. The Department will measure the quantity of splicing of electrical cable, underground, as each splice completed and accepted.
- B. The Department will measure the quantity of splicing of electrical cable, above ground, as each splice completed and accepted.

Basis of Payment:

- A. The Department will pay for splicing of electrical cable, underground at the contract unit price per each

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installed, tested and accepted. Price and payment will constitute full payment for all splice material, labor equipment and tools, and all ancillaries.

- B. The Department will pay for splicing of electrical cable, above ground, at the contract unit price per each installed, tested and accepted. Price and payment will constitute full payment for all splice material, labor equipment and tools, and all ancillaries.
- C. The Department will make no payment for removing and replacing unacceptable splice(s)

1/29/2025

832502 - TRIPLEX SPLICE

Description:

This work consists of connecting a triplex service cable to another cable.

Materials:

- | | |
|---------------------------|----------------|
| A. Compression Connectors | Section 1074.2 |
| B. Tape | Section 1074.2 |

Construction:

- A. Perform the triplex splice as provided in Section 832.3.D.1.p. The compression connector can be type ES Insulink or approved equal.

Method of Measurement:

The Department will measure the quantity of triplex splice as each splice completed and accepted.

Basis of Payment:

The Department will pay for triplex splice at the contract unit price per each installed, tested and accepted. Price and payment will constitute full payment for all splice material, labor equipment and tools, and all ancillaries.

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832504 - PROVIDE AND INSTALL #8 THHN STRANDED COPPER

832505 - PROVIDE AND INSTALL #6 AWG SOLID COPPER

832506 - PROVIDE AND INSTALL #1/0 AWG STRANDED COPPER

832507 - PROVIDE AND INSTALL 14/5 TRAFFIC CONTROL CABLE

Description:

This work consists of providing, installing, and where applicable, splicing the specified types and sizes of cable. Existing conduits may or may not contain existing cables or wires.

Materials:

- | | |
|------------------------------|----------------|
| A. Electrical Cable and Wire | Section 1074.1 |
| B. Cable Splicing | Section 1074.2 |

Construction

- A. General:
 - 1. Transport and unreel cable as specified in Section 832.3.A.
- B. Installation in Conduit, mast Arm, traffic pole, light pole, junction well and cabinet
 - 1. Install cable as specified in Section 832.3.B
- C. Installation on Span Wire Overhead
 - 1. Install cable as specified in Section 832.3.C
- D. Splicing:
 - 1. Splice traffic control cables and single conductor stranded wire as specified in Section 832.3.D

Method of Measurement:

- A. The Department will measure the quantity of provide and install #8 THHN stranded copper cable in accordance with Section 832.4.A.
- B. The Department will measure the quantity of provide and install #6 AWG solid copper cable in accordance with Section 832.4.A.
- C. The Department will measure the quantity of provide and install #1/0 AWG stranded copper cable in accordance with Section 832.4.A.
- D. The Department will measure the quantity of provide and install 14/5 traffic control cable in accordance with

Section 832.4.A.

Basis of Payment:

- A. The Department will pay for provide and install #8 THHN stranded copper cable at the contract unit price per linear foot. Price and payment will constitute full compensation for cables, sleeves for damage prevention, compression connectors, breakaway connector and splice kits, splicing, taping, material testing, tools and equipment and all necessary ancillaries.
- B. The Department will pay for provide and install #6 AWG solid copper cable at the contract unit price per linear foot. Price and payment will constitute full compensation for cables, sleeves for damage prevention, compression connectors, breakaway connector and splice kits, splicing, taping, material testing, tools and equipment and all necessary ancillaries.
- C. The Department will pay for provide and install #1/0 AWG stranded copper cable at the contract unit price per linear foot. Price and payment will constitute full compensation for cables, sleeves for damage prevention, compression connectors, breakaway connector and splice kits, splicing, taping, material testing, tools and equipment and all necessary ancillaries.
- D. The Department will pay for provide and install 14/5 traffic control cable at the contract unit price per linear foot. Price and payment will constitute full compensation for cables, sleeves for damage prevention, compression connectors, breakaway connector and splice kits, splicing, taping, material testing, tools and equipment and all necessary ancillaries
- E. The Department will make no payment for removing and replacing unacceptable cable(s) and / or splice(s)

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832508 – PROVIDE AND INSTALL 2-CONDUCTOR # 14 AWG ALUMINUM SHIELDED CABLE

Description:

This work consists of providing and installing loop detector home run cable.

Materials:

- | | |
|---|------------------|
| A. Electrical cable, 2-Conductor # 14 AWG Aluminum Shielded Cable | Section 1074.1.D |
| B. Splicing | Section 1074 .2 |

Construction Method:

Install cable in accordance with Section 832.3.

Method of Measurement:

The Department will measure provide and install 2-Conductor # 14 AWG Aluminum Shielded Cable in accordance with Section 832.4.A..

Basis of Payment:

The Department will pay for provide and install 2-Conductor # 14 AWG Aluminum Shielded Cable in accordance with Section 832.5.A.

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832509 – INSTALL CAT5E VIDEO DETECTOR CABLE

832510 – PROVIDE & INSTALL CAT5E VIDEO DETECTOR CABLE

Description:

This work consists of providing, installing, and where applicable, splicing CAT5E video detector cable.

Materials:

A. Cable - 4 pair 24 AWG shielded foil shield, black jacket. Type CM compatible with RJ-45 plug type connectors. All cables shall be MSHA approved.

B. Cable Splicing Section 1074.2

Construction:

A. For the install only item, Install CAT5E Video Detector Cable, Coordinate with the engineer and DelDOT Traffic for a location to pick-up the CAT5E cable and associated hardware. Inspect the materials for damage prior to transporting them to the project location or stockpile. Notify the engineer in writing of any damages discovered

B. General:

1. Transport and unreel cable as specified in Section 832.3.A.

C. Installation in Conduit, mast Arm, traffic pole, light pole, junction well and cabinet

1. Install cable as specified in Section 832.3.B

D. Installation on Span Wire Overhead

1. Install cable as specified in Section 832.3.C

E. Splicing:

1. Splice cable as specified in Section 832.3

Method Of Measurement:

A. The Department will measure the quantity of install CAT5E video detector cable as the linear feet of cable installed and accepted in accordance with Section 832.4.A.

B. The Department will measure the quantity of provide and install CAT5E video detector cable as the linear feet of cable provided, installed and accepted in accordance with Section 832.4.A.

Basis Of Payment:

A. The Department will pay for install CAT5E video detector cable in conduit at the contract unit price per linear foot. Price and payment will constitute full compensation for:

1. Cables;
2. sleeves for damage prevention;
3. compression connectors;
4. breakaway connector and splice kits;
5. splicing;
6. taping;
7. material testing; and
8. tools and equipment and all necessary ancillaries.

B. The Department will pay for provide and install CAT5E video detector cable at the contract unit price per linear foot. Price and payment will constitute full compensation for cables, sleeves for damage prevention,

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compression connectors, breakaway connector and splice kits, splicing, taping, material testing, tools and equipment and all necessary ancillaries.

2/3/25

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

- A. Borrow, Type F Section 1001

- A. Remove and dispose of masonry to a depth of 24-inches below final grade in accordance with Section 211.
- B. Backfill voids created by removing obstructions in accordance with Section 207.

- A. The Department will measure the quantity of partial removal of concrete pole bases and cabinet foundations in cubic yards of concrete removed.

- A. The Department will pay for partial removal of concrete pole bases and cabinet foundations at the contract unit price per cubic yard of concrete removed. Price and payment will constitute full compensation for removal of:
1. PCC masonry;
 2. anchor bolts;
 3. reinforcing bars;
 4. conduits; and
 5. any other hardware within the concrete.

835502 - CABINET BASE TYPE K (HIB)

Description:

This work consists of the constructing cabinet base Type K (HIB).

Materials:

In accordance with Section 835.2

Construction:

- A. Construct in accordance with Section 835.3
- B. A concrete collar is only required when installed in earth areas or as directed by the engineer.

Method of Measurement:

The Department will measure the quantity of cabinet base Type K (HIB) as each installed and accepted.

Basis of Payment:

- A. The Department will pay for the installation of a cabinet base Type K (HIB) at the contract unit price per each installed and accepted. Price and payment will constitute full compensation for:
 - 1. Concrete;
 - 2. grounding rod;
 - 3. conduit sweeps;
 - 4. anchor bolts;
 - 5. barrow, type c;
 - 6. testing;
 - 7. excavation;
 - 8. backfill;
 - 9. repairs to damaged existing pavement or concrete;
 - 10. removal or replacement of pavement or concrete;; and
 - 11. all incidentals required to complete the Work;

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836500 - INSTALLATION OF STEEL MAST ARM POLE WITH SINGLE MAST ARM GREATER THAN 70'

836501 - INSTALLATION OR REMOVAL OF TRAFFIC SIGNAL MAST ARM

836502- PROVIDE AND INSTALL PEDESTAL POLE

836503 - REMOVE STEEL POLE (EQUAL TO OR GREATER THAN 15' AND LESS THAN 40')

836504 - INSTALLATION OF STEEL MAST ARM POLE WITH SINGLE OR TWIN MAST ARM UP TO 60'

839500 - PROVIDE AND INSTALL WOOD POLE, CLASS II (HEAVY) - 30'

839501- PROVIDE AND INSTALL WOOD POLE, CLASS II (HEAVY) - 40'

839502 - PROVIDE AND INSTALL WOOD POLE, CLASS II (HEAVY) - 50'

839503 - PROVIDE AND INSTALL WOOD POLE, CLASS III - 30'

839504 - PROVIDE AND INSTALL WOOD POLE, CLASS III - 40'

839505 - PROVIDE AND INSTALL WOOD POLE, CLASS III - 50'

Description:

This work consists of providing and/or installing or removing the specified type of pole mast arm.

Materials:

- | | |
|---|---------------------------|
| A. Traffic Signal Poles and Mast arms | Section 836 |
| B. Wood poles | Section 839 |
| 1. Borrow, Type F | Section 1001 |
| 2. #6 AWG Solid Bare Copper Ground Wire | Section 832; Section 1074 |
| 3. Ground Rod | Section 833 |
| 4. Ground Clamp | Section 833 |
| 5. Stabilization | Section 908 |
| 6. Wood Pole | |
| 7. Butt Plate | |
| 8. Copper Coated Fasteners | |
| C. Pedestrian Pole Transformer Base | |

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1. Transformer base requirements.
 - a. Cast Aluminum - Aluminum Association Alloy 319 or 356-T6 and ASTM B26 or ASTM B108.
 - b. Natural aluminum finish or color as specified in the contract.
 - c. Size – 15-inches high with an approximately 13 3/4- inches square base with collar wide enough for nominal 4-inch schedule 40 and 4-inch Schedule 80 aluminum pedestal poles.
 - d. Capacity - Withstand an ultimate moment of 12,000 ft-lb at the bottom of the base.
 - e. Breakaway Characteristics - Meet the requirements of the latest revision of the AASHTO Standard Specifications and be FHWA certified. The FHWA certification letter will be required for product acceptance.
 - f. Markings - Legibly and visibly marked with the manufacturer's name or logo and the model number.
 - g. Complete with 3 set screws.
 - h. Complete with a grounding lug
2. The door must be constructed of fiberglass, or other non-combustible, non-aluminum material.
3. All applicable fasteners must be stainless-steel

Construction:

A. General

1. Prior to erecting a pole, ensure that there is a sufficient length of anchor bolt to permit the anchor bolt to extend at least flush with the top of the top nut when that nut is tightened in place. If this condition does not exist notify and await instructions from the engineer.
2. Connection of the mast arm(s) or other required assembly shall be performed in accordance with the mast arm manufacturer's requirements.
3. Make special note of any aerial utilities within the area and coordinate work accordingly.
4. Remove all conduit caps or knockouts from the conduit, which extends from the pole base and grounding insulated bushings installed. A #6 Copper ground wire shall be installed between the 3/4-inch ground rod clamp and the grounding insulated bushings, and to the lug or stud in the metal pole or pedestal. On the multi-section steel camera poles, the #6 copper ground wire shall continue up to the top of the upper section of the pole from the grounding insulated bushing to a bonding lug attached to the camera mounting bolts. At no time shall the #6 wire be installed between the leveling nut and the pole.

B. Steel Mast Arm Pole or Steel Pole

1. The steel pole shall be erected by a suitable hoisting device as approved by the engineer. Ensure that the hoisting device is rated for the weight and reach necessary. Use the equipment to raise the pole into position, place the pole on the anchor bolts, and hold the pole in place until the nuts have been installed and tightened on the anchor bolts in accordance with plans or Standard Construction Details.
2. On all steel pole installations, a proper nut as shown on the plan details shall be used under the base of the pole and a proper nut shall be used above the base of the pole. Once the pole is set, the anchor bolt nuts shall

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be adjusted and tightened to properly position the pole in accordance with the plans or Standard Construction Details. Once the pole is set in place, properly canted, and the nuts tightened, and the ground wire connected, the area between the base of the pole and the top of the foundation shall be formed and grouted as in accordance with the plans or Standard Construction Details. The anchor bolt covers and hand hole cover shall be placed on the pole after the pole has been erected in place. Caps place shall be placed at the top of the poles and at the ends of the mast arms.

C. Pedestal Pole

1. This work consists of providing and installing pedestal poles as specified in the contract drawings.
2. Provide and install 10-foot schedule 40 aluminum pole on breakaway support for pedestrian signals. Provide and install 14-foot schedule 80 aluminum pole on breakaway support for all other applications. The breakaway transformer base support and collar assemblies shall also be provided and installed.
3. The pedestal pole shall be erected by hand. Once the pedestal is set in place, properly plumbed, the nuts tightened, and the ground wire connected, place the hand hole cover on the pedestal. The shroud/skirt installation shall be placed around the pole in accordance with the manufacturer's instructions. Provide 10-foot schedule 40 and 14-foot schedule 80 aluminum poles to the Departments Traffic Section. The breakaway transformer base and collar assembly shall also be provided. Transformer base and collar assemblies shall be compatible with 10-foot and 14-foot pedestal poles.

D. Wood Pole

1. This work consists of providing and installing 30', 40' or 50' Class II (Heavy) and Class III wood poles with a butt plate and #6 bare copper ground wire from the butt plate to the top of the pole. A ground rod may be used in place of the butt plate. The pole shall be located as shown on the plans and as directed by the engineer.
2. The pole shall be erected in a hole at least 6 feet deep or the height of the pole divided by 6, whichever is larger. The hole shall be dug in such a manner as to preclude over-sizing the diameter.
3. Sufficient earth shall be placed in the hole to fill it completely and provide a ridge around the hole after it has been properly filled. During refill, the earth shall be placed in layers not to exceed one foot and shall be well tamped with a power tamper.
4. The pole shall be set vertically in all directions, unless otherwise specified.
5. Copper coated fasteners shall be placed not more than 3 feet apart on the ground wire.
6. The ground rod, if utilized, shall be driven vertically into the ground, shall extend 4 inches above ground level and shall be fastened to ground wire with ground clamp. Ground rods shall be a minimum of 10 feet in length.

E. Removal

1. Disconnect all electrical equipment from pole. Detach and remove all equipment from the pole. Stabilize pole and remove top nuts. Use a suitable hoisting device to remove the pole. Ensure that the hoisting device is rated for the weight and reach necessary. Remove the pole with related hardware assemblies carefully from the pole base. Store pole and related hardware within the Project limits for transportation later to a new or

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reused pole base. If the pole base is to be reused, clean the grout or other materials off the top of the pole base. Cap the conduit using a conduit plug to prevent entry of any water or materials. Do not use tape as a method of capping a conduit. If the pole base is not immediately reused, adjust, or protect the pole base to prevent injury to pedestrians.

Method of Measurement:

- A. The Department will measure the quantity of poles and mast arms provided and installed or removed as the number of each provided, installed, and accepted or removed.

Basis of Payment:

- A. The Department will pay for the quantity of poles and mast arms installed or removed at the contract unit price per each installed and accepted or removed. Price and payment will constitute full compensation for:
1. Transportation;
 2. installation or removal;
 3. providing required materials; and
 4. incidentals required to complete the Work.
- B. Steel Mast Arm Pole or Steel Pole, Pedestal Pole
1. In addition to the items dictated in Basis of Payment Section A, any required fasteners for the ground are considered incidental to the Steel Pole being installed.
 2. The Department will pay for #6 Ground Wire in accordance with Section 832.
- C. Wood Pole
1. In addition to the items dictated in Basis of Payment Section A, payment includes:
 - a. excavating the hole;
 - b. providing and installing the butt plate or ground rod; and
 - c. providing and installing fasteners for the ground wire.

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836505 - PROVIDE 10' PEDESTAL POLE

836506 - PROVIDE 14' PEDESTAL POLE

836507 - PROVIDE PEDESTAL POLE TRANSFORMER BASE

Description:

This work consists of providing the specified type of pedestal pole or transformer base.

Materials:

D. Traffic Signal Poles- Section 836

E. Pedestrian Pole Transformer Base

1. Transformer base requirements.
 - a. Cast Aluminum - Aluminum Association Alloy 319 or 356-T6 and ASTM B26 or ASTM B108.
 - b. Natural aluminum finish or color as specified in the contract.
 - c. Size – 15-inches high with an approximately 13 3/4- inches square base with collar wide enough for nominal 4-inch schedule 40 and 4-inch Schedule 80 aluminum pedestal poles.
 - d. Capacity - Withstand an ultimate moment of 12,000 ft-lb, or greater, at the bottom of the base.
 - e. Breakaway Characteristics - Meet the requirements of the latest revision of the AASHTO Standard Specifications and be FHWA certified. The FHWA certification letter will be required for product acceptance.
 - f. Markings - Legibly and visibly marked with the manufacturer's name or logo and the model number.
 - g. Complete with 3 set screws.
 - h. Complete with a grounding lug
2. The door must be constructed of fiberglass, or other non-combustible, non-aluminum material.
3. All applicable fasteners must be stainless-steel

Construction:

F. Pedestal Pole

1. Providing pedestal poles meeting the requirements of the contract.

G. Pedestal Pole Transformer Base

1. Submit the FHWA certification letter to the engineer.
2. Provide, transport, and deliver the pedestal pole transformer base and fasteners to the location dictated in the contract.

Method of Measurement:

- A. The Department will measure the quantity of pedestal poles provided as the number of each provided and accepted.
- B. The Department will measure the quantity of provide pedestal pole transformer base as the number of each provided and accepted.

Basis of Payment:

- D. The Department will pay for the quantity of pedestal poles at the contract unit price per each provided and accepted. Price and payment will constitute full compensation for providing, transporting and delivering pedestal pole.
- E. The Department will pay for the quantity of pedestal pole transformer base at the contract unit price per each provided and accepted. Price and payment will constitute full compensation for providing, transporting and delivering the transformer base with door and all applicable fasteners, and providing FHWA certification to the engineer.

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837500 - REMOVAL OF SIGNAL OR PEDESTRIAN HEAD FROM POLE OR PEDESTAL

Description:

This work consists of the removal of traffic signal head, Opticom emergency preemption detector or pedestrian signal head from an existing signal pole or pedestal pole.

Materials:

Not applicable.

Construction:

A. General:

1. Remove the signal head, pedestrian signal head or Opticom emergency preemption detector as designated in the contract or as designated by the engineer.
2. Coordinate with the engineer and DelDOT Traffic for a location to drop off the traffic signal head, pedestrian signal head, or Opticom emergency preemption detector and associated hardware.
3. Inspect the traffic signal head, pedestrian signal head, or Opticom emergency preemption detector for damage prior to removal. Notify the engineer in writing of any damages discovered.
4. If the traffic signal head, pedestrian signal head, or Opticom emergency preemption detector or associated hardware is damaged during removal or transportation, replace the damaged item in kind and to the satisfaction of the engineer and DelDOT Traffic. Failure to do so will result in deduction of the cost of the damaged units or parts thereof to be deducted from any payment due the Contractor.

B. Traffic Signal Head and Associated Mounting Hardware:

1. Do not damage the traffic signal head or mounting hardware. Loosen all nuts and bolts with the appropriate tools. Disassemble the splice by removing all tapes before any signal head is removed. Only remove the wires of the cable coming from the signal head, then reinstall the wire nuts on the exposed wires of the cable left in place if directed so by the engineer. Re-tape the exposed wires of the cable left in place as required in Section 832.3.D.1.c unless otherwise directed by the engineer. Reassemble the mounting equipment, including the saddle, before returning.

C. Pedestrian Signal Head and Associated Mounting Hardware:

1. Do not damage the pedestrian signal head or mounting hardware. Disassemble the field connections by removing wire nuts or plug-on connectors before any pedestrian signal head is removed. Reinstall the wire nuts on the exposed wires of the cable left in place if directed by the engineer. Re-tape any exposed wires of the cable left in place as required in Section 832.3.D.1.c unless otherwise directed by the engineer.

D. Opticom Emergency Preemption Detector and Associated Mounting Hardware:

1. Do not damage the Opticom emergency preemption detector and mount. Disassemble the field connections by removing wire nuts or plug-on connectors before any Opticom emergency preemption

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detector is removed. Reinstall the wire nuts on the exposed wires of the cable left in place if directed by the engineer. Re-tape any exposed wires of the cable left in place as required in Section 832.3.D.1.c unless otherwise directed by the engineer.

Method Of Measurement:

The Department will measure the quantity of removal of signal or pedestrian head from pole or pedestal as each removed with mounting hardware, returned and accepted. The assembled unit may comprise between 1 and 5 individual sections, this will be measured and paid as a single unit.

Basis Of Payment:

- A. The Department will pay for removal of signal or pedestrian head from pole or pedestal at the contract unit price per each. Price and payment will constitute full compensation for removing, retaping exposed end of cable left in place, tools and equipment, labor, transporting, testing and all necessary ancillaries.
- B. The Department will make no payment for items damaged during removal or transportation.

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837501 - INSTALLATION AND REMOVAL OF TRAFFIC SIGNAL INDICATION/LED MODULE

837502 - INSTALLATION AND REMOVAL OF PEDESTRIAN SIGNAL INDICATION/LED MODULE

Description:

This work consists of removing the incandescent reflector assembly or Light Emitting Diode (LED) module from a vehicular or pedestrian signal head mounted on mast arm, pole or span wire and replacing it with an LED module.

LED modules installed during signal head assembly in a shop are not covered under this item.

Materials:

- A. The Department will provide traffic signal indication/LED module conforming to Section 1075.
- B. The Department will provide pedestrian signal indication/LED module conforming to Section 1075.
- C. Hardware per manufacturer's requirements or as directed by the engineer.

Construction:

- A. Coordinate with the engineer and DelDOT Traffic for a location to pick-up the traffic signal or pedestrian signal indication/LED modules. Inspect the materials for damage prior to transporting them to the project location or stockpile. Notify the engineer in writing of any damages discovered.
- B. Transport and deliver the materials to the project location or stockpile.
- C. If traffic signal or pedestrian signal indication/LED modules are damaged during transportation, removal or installation, replace the damaged item in kind and to the satisfaction of the engineer and DelDOT Traffic
- D. Remove existing incandescent assembly, including lens, reflector, sockets, gaskets, transformers, and lamps or LED module from the traffic signal section housing and install traffic signal indication/LED module in accordance with Section 837.3.3.
- E. If present, existing mounting hardware for the incandescent equipment may be used to secure the LED module to the signal section housing.
- F. Wire traffic signal head sections as follow:
 - 1. Connect the wires from the LED modules to the terminal block mounted inside the signal head section. Connect all neutral wires together on the block. Use separate terminals for the green, yellow, and red signal wires.
- G. Connect the wires in the four-conductor cable to the terminal block in the signal head section. The sequence of colors will be as provided by the engineer or in the contract documents. For installation into traffic signal head sections mounted on span wire, there will be 5 feet of four-conductor cable left at the end of the wire entrance for field connections.

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- H. Remove existing pedestrian signal indications and install pedestrian signal indication/LED module in accordance with Section 837.3.6.

Method of Measurement:

- A. The Department will measure the quantity of installation and removal of traffic signal indication/LED module as the number of traffic signal head sections that have existing indications removed and replaced with new traffic signal indication/LED modules as each completed, tested and accepted.
- B. The Department will measure the quantity of installation and removal of pedestrian signal indication/LED module as the number of pedestrian signal head that have existing indications removed and replaced with new traffic pedestrian indication/LED modules as each completed tested and accepted.

Basis of Payment:

- A. The Department will pay for installation and removal traffic signal head indication/LED module at the contract unit price per each completed, tested and accepted. Price and payment will constitute full compensation for removing existing and installing new, tools and equipment, labor, transporting, testing and all necessary ancillaries.
- B. The Department will pay for installation and removal pedestrian signal head indication/LED module at the contract unit price per each completed, tested and accepted. Price and payment will constitute full compensation for removing existing and installing new, tools and equipment, labor, transporting, testing and all necessary ancillaries.
- C. The Department will make no payment for items damaged during transportation, removal or installation.

2/3/2025

837503 - PROVIDE 8" SIGNAL HEAD SECTION

837504 - PROVIDE 12" SIGNAL HEAD SECTION

837505 - PROVIDE 8" LED TRAFFIC SIGNAL INDICATION MODULE

837506 - PROVIDE 12" LED TRAFFIC SIGNAL INDICATION MODULE

837513 - PROVIDE 16" PEDESTRIAN SIGNAL HOUSING

837514 – PROVIDE 16" LED COUNTDOWN PEDESTRIAN SIGNAL INDICATION MODULE

837515 - PROVIDE RECTANGULAR RAPID FLASHING BEACON UNIT

Description:

This work consists of providing signal head sections, signal housing, LED signal head indication modules, and rectangular rapid flashing beacon (RRFB) indication.

Materials:

- | | |
|--|--------------|
| A. Traffic Signal Head Section | Section 1075 |
| B. Pedestrian Signal Housing | Section 1075 |
| C. LED Traffic Signal Indication Module | Section 1075 |
| D. LED Pedestrian Signal Indication Module | Section 1075 |
| E. RRFB Unit | Section 1075 |
1. Includes Housing, Indication, Hardware and Mounting Material
- F. Module requirements
1. Circular LED Modules shall be one of six types:
 - a. 8-inch Red Circular LED Module
 - b. 8-inch Yellow Circular LED Module
 - c. 8-inch Green Circular LED Module
 - d. 12-inch Red Circular LED Module
 - e. 12-inch Yellow Circular LED Module
 - f. 12-inch Green Circular LED Module
 2. Arrow LED Modules shall be one of three types:
 - a. 12-inch Red Arrow LED Module
 - b. 12-inch Yellow Arrow LED Module
 - c. 12-inch Green Arrow LED Module

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3. Bicycle LED Modules shall be one of three types:
 - a. 8-inch Red Bicycle LED Module
 - b. 8-inch Yellow Bicycle LED Module
 - c. 8-inch Green Bicycle LED Module

Construction:

- A. Transport and deliver all materials to the Department at the location dictated in the contract.
- B. Test all materials to the satisfaction of the Department, prior to acceptance of the delivery.
- C. Store all materials at the location directed by the Department.
- D. Provide a warranty in accordance with Section 1075.7.

Method of Measurement:

The Department will measure the quantity of providing 8-inch signal head section, 12-inch signal head section, 16-inch pedestrian signal housing, 8-inch LED traffic signal indication modules, 12-inch LED traffic signal indication modules, 16-inch LED pedestrian signal indication modules, and RRFB unit and equipment as each provided and accepted.

Basis of Payment:

- A. The Department will pay for the quantity of 8-inch signal head sections, 12-inch signal head section, 16-inch pedestrian signal housing, 8-inch LED traffic signal indication modules, 12-inch LED traffic signal indication modules, 16-inch LED pedestrian signal indication modules, or RRFB units as each provided, tested and accepted. Price and payment will constitute full compensation for providing, transporting, delivering, testing the materials, and providing the warranty.
- B. The Department will make no payment for products damaged during transportation or delivery or failed testing.

12/20/2024

837509 – PROVIDE PEDESTRIAN PUSHBUTTON WITH SIGN

Description:

This work consists of providing pedestrian pushbutton with sign.

Materials:

- | | |
|--|-----------------|
| A. LED Pedestrian Push button assembly and mounting material | Section 1075.14 |
| B. Sign provided by the contractor | Section 818.2 |

Construction:

- E. Transport and deliver all materials to the Department at the location dictated in the contract.
- F. Test all materials to the satisfaction of the Department, prior to acceptance of the delivery.
- G. Store all materials at the location directed by the Department.
- H. Provide a warranty in accordance with Section 1075.7.

Method of Measurement:

The Department will measure the quantity of provide pedestrian pushbutton with sign as each provided and accepted.

Basis of Payment:

The Department will pay for the quantity of provide pedestrian pushbutton with sign at the contract unit price per each assembly provided, tested and accepted. Price and payment will constitute full compensation for providing, transporting, delivering, testing and providing warranty.

1/31/2025

837512 – PROVIDE AND INSTALL FLEXIBLE THERMOPLASTIC SIGNAL HEAD BACKPLATE

Description:

This work consists of providing flexible thermoplastic traffic signal backplate and installing on traffic signal head.

Materials:

A. Backplate:

1. Dual durometer flat black finish flexible thermoplastic.
2. Follow the shape of the signal head assembly and shall extend around the entire signal head assembly with a 5-inch extension at the widest portion of the signal head assembly.
3. Have applied to it, a 2-inch-wide retroreflective yellow weather resistant prismatic sheeting tape border that meets or exceeds ASTM D4956 Type XI. The 2-inch yellow retroreflective tape shall border the entire perimeter of the backplate.
4. Not louvered.
5. Temperature rating shall be -35 degree F to 165 degree F and the retroreflective tape shall not separate from the backplate within this temperature range.
6. Compatible with the traffic signal head assembly so that no modifications to the backplate will be needed.

B. Hardware

1. In accordance with flexible backplate manufacturer's specifications.

Construction:

Securely attach the backplate to signal head with mounting hardware per the manufacturer's requirements.

Method of Measurement:

The Department will measure the quantity of flexible thermoplastic backplate provided and installed at the contract unit price per each.

Basis of Payment:

The Department will pay for flexible thermoplastic backplates at the contract unit price per each flexible backplate provided, installed and accepted. Price and payment will constitute full compensation for providing and installing all materials and all incidentals required to complete the Work.

05/30/2024

837520 – INSTALLATION OF RECTANGULAR RAPID FLASHING BEACON (SINGLE)

837521 – INSTALLATION OF RECTANGULAR RAPID FLASHING BEACON (DOUBLE)

Description:

This work consists of installing a rectangular rapid flashing beacon (RRFB) unit on pedestal pole/ structure.

Materials:

The Department will provide RRFB, components and hardware conforming to Section 837.2.

Construction:

- A. Coordinate with the engineer and DelDOT Traffic for a location to pick-up the RRFB units and associated hardware. Inspect the materials for damage prior to transporting them to the project location or stockpile. Notify the engineer in writing of any damages discovered.
- B. Transport and deliver the materials to the project location or stockpile.
- C. Assemble, install RRFBs, mounts, brackets and hardware, place cable and perform wiring and electrical connections in accordance with Section 837.3.8.
- D. If a RRFB unit or associated hardware is damaged during transportation or construction, replace the damaged item in kind and to the satisfaction of the engineer and DelDOT Traffic.

Method of Measurement:

- A. The Department will measure the quantity of installation of rectangular rapid flashing beacon (single) as each unit installed and accepted.
- B. The Department will measure the quantity of installation of rectangular rapid flashing beacon (double) as each unit installed and accepted.

Basis of Payment:

- A. The Department will pay for installation of rectangular rapid flashing beacon (single) at the contract unit price per each installed, tested and accepted. Price and payment will constitute full compensation for transporting, assembling, installing/mounting, supplying and installing cable, electrical connection, testing and all necessary ancillaries.
- B. The Department will pay for installation of rectangular rapid flashing beacon (double) at the contract unit price per each installed, tested and accepted. Price and payment will constitute full compensation for

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transporting, assembling, installing/mounting, supplying and installing cable, electrical connection, testing and all necessary ancillaries.

- C. The Department will make no payment for replacing damaged units or hardware.

1/30/2025

**837522 - REMOVAL OF SIGNAL HEAD OR OPTICOM EMERGENCY PREEMPTION DETECTOR
FROM SPAN WIRE OR MAST ARM**

Description:

This work consists of removing traffic signal heads or Opticom emergency preemption detectors from existing span wire or mast arm.

Materials:

Not applicable.

Construction:

A. General:

1. Remove traffic signal head or emergency Opticom detector from locations identified in the contract or as designated by the engineer.
2. Inspect the traffic signal head or Opticom emergency detector for damage prior to removal. Notify the engineer in writing of any damages discovered.
3. Coordinate with the engineer and DelDOT Traffic for a location to drop off the traffic signal head or Opticom emergency detector and associated hardware.
4. Transport traffic signal head or Opticom detector, and any associated hardware, to the prescribed location and deliver the devices in the presence of a Department representative to accept the delivery.
5. If the traffic signal head, pedestrian signal head, or Opticom emergency detector or associated hardware is damaged during removal or transportation, replace the damaged item in kind and to the satisfaction of the engineer and DelDOT Traffic. Failure to do so will result in deduction of the cost of the damaged units or parts thereof to be deducted from any payment due the Contractor.

B. Traffic Signal Head and Associated Mounting Hardware:

1. Do not damage the traffic signal head or mounting hardware. Loosen all nuts and bolts with the appropriate tools. Disassemble the splice by removing all tapes before any signal head is removed. Only remove the wires of the cable coming from the signal head, then reinstall the wire nuts on the exposed wires of the cable left in place, if directed so by the engineer. Re-tape the exposed wires of the cable left in place as required in Section 832.3.D.1.c unless otherwise directed by the engineer. Reassemble the mounting equipment, including the saddle, before returning the system to the Department.

C. Opticom Emergency Preemption Detector and Associated Mounting Hardware:

1. Do not damage the Opticom emergency preemption detector and mount. Disassemble the field

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connections by removing wire nuts or plug-on connectors before removing the Opticom emergency preemption detector, the field connections must be disassembled by removing wire nuts or plug-on connectors. Reinstall wire nuts on the exposed wires of the cable left in place if directed by the engineer. Re-tape any exposed wires of the cable left in place as required in Section 832.3.D.1.c unless otherwise directed by the engineer.

Method Of Measurement:

The Department will measure the quantity of removal of signal head or Opticom emergency preemption detector from span wire or mast arm as each removed with mounting hardware, returned and accepted. Signal heads units may be comprised of between 1 and 5 individual assembled sections, the Department will consider this a single unit measured as each.

Basis Of Payment:

- A. The Department will pay for removal of signal head or Opticom emergency preemption detector from span wire or mast arm at the contract unit price per each. Price and payment will constitute full compensation for removing, retaping exposed end of cable left in place, tools and equipment, labor, transporting, testing and all necessary ancillaries.
- B. The Department will make no payment for items damaged during removal or transportation.

2/3/2025

**837523 – INSTALLATION OR REMOVAL OF PEDESTRIAN PUSHBUTTON ON WOOD OR METAL
POLE**

Description:

This work consists of the installing or removal of a pedestrian pushbutton on an existing wood or metal pole.

Materials:

A. General:

1. Department will provide pushbutton conforming to Section 1075.

B. Installation on wood pole:

1. 3/4-inch two-hole pipe straps
2. 3/4-inch weatherhead, Crouse-Hinds (C.H.) #f75 or approved equal
3. 3/4-inch aluminum conduit (20 feet ±)
4. 3/4-inch "T" conduit
5. 3/4-inch x 1/2-inch reducing bushing
6. 1 1/2-inch x 3/4-inch reducing bushing
7. 1/2-inch closed nipple
8. 1/2-inch sealtight flexible conduit
9. 1/2-inch sealtight 90-degree fitting
10. 3/4-inch weathertight fitting
11. Steel pole
12. (2) 1/4-inch x 1-inch bolts

Construction:

A. Installation

1. General:

- a. Coordinate with the engineer and DelDOT Traffic for a location to pick-up the units and associated hardware. Inspect the materials for damage prior to transporting them to the project location or stockpile. Notify the engineer in writing of any damages discovered.
- b. Transport and deliver the materials to the project location or stockpile.
- c. Tighten all conduits and hardware connections with the appropriate wrenches or tools. Thread and ream all conduit ends using the appropriate tools.

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2. Installation on wood pole:

a. Wood pole - Underground Feed:

- i. Install 3/4-inch conduit from the 1 1/2-inch conduit at ground level to the pedestrian signal location on the pole. Install 3/4-inch weatherhead. Install a type "T" conduit in this run at the pedestrian pushbutton height. The intention of this conduit is to have a fully weathertight section of conduit between all relevant connection points.
- ii. Install 1/2-inch sealtight flex conduit and fitting between "T" conduit and pushbutton housing.
- iii. Mount the pushbutton housing and pushbutton.

a. Wood pole - Overhead Feed:

- i. Install 3/4-inch conduit between the pushbutton – location and a weatherhead at the top of the pole. Install a type "T" conduit in this run at the pedestrian signal head location. The intention of this conduit is to have a fully weathertight section of conduit between all relevant connection points.
- ii. Install a weathertight connector where the wire for the pedestrian signal head enters the "T" conduit.
- iii. Install 1/2-inch sealtight flex conduit and fitting between the bottom end of the conduit and the pushbutton housing.
- iv. Mount the pushbutton housing and pushbutton.

3. Installation on steel pole:

- a. Install pedestrian pushbutton in accordance with section 837.3.7.

B. Removal

1. Coordinate with the engineer and DelDOT Traffic for a location to drop off the pedestrian pushbutton.
2. Inspect the pushbutton for damage prior to removal. Notify the engineer in writing of any damages discovered.
3. If the pushbutton is damaged during removal or transportation, replace the damaged item in kind and to the satisfaction of the engineer and DelDOT Traffic. Failure to do so will result in deduction of the cost of the damaged units or parts thereof to be deducted from any payment due the Contractor.
4. Disassemble the field connections by removing wire nuts or plug-on connectors before any pedestrian pushbutton is removed. If the connection is by splicing, disassemble the splice by removing all tapes before the pushbutton is removed. Reinstall the wire nuts on the exposed wires of the cable left in place if directed by the engineer. Re-tape any exposed wires of the cable left in place as required in Section 832.3.D.1.c unless otherwise directed by the engineer.

Method Of Measurement:

The Department will measure the quantity of installation of pedestrian pushbutton on wood or metal pole as each installed, tested and accepted.

Basis Of Payment:

- A. The Department will pay for installation or removal of pedestrian pushbutton on wood or metal pole at the contract unit price per each installed or removed, tested and accepted. Price and payment will constitute full compensation for transporting, assembling, installing or removing, electrical connection, testing, labor, tools and equipment and all necessary ancillaries.
- B. The Department will make no payment for replacing damaged units or hardware.

2/5/2025

837524 – INSTALLATION OF SOLAR PANEL

Description:

This work consists of the installation of solar panel units on pole/structure.

Materials:

The Department will provide Solar Panel Unit and all necessary hardware.

Construction:

- A. Coordinate with the engineer and DelDOT Traffic for a location to pick-up the solar panel units and associated hardware. Inspect the materials for damage prior to transporting them to the project location or stockpile. Notify the engineer in writing of any damages discovered.
- B. Transport and deliver the materials to the project location or stockpile.
- C. Install solar panel and perform wiring and electrical connections in accordance with the manufacturer or as provided in the contract.
- D. If a solar panel unit or associated hardware is damaged during transportation or construction, replace the damaged item in kind and to the satisfaction of the engineer and DelDOT Traffic.

Method Of Measurement:

The Department will measure the quantity of installation of solar panel as each unit installed and accepted.

Basis of Payment:

- A. The Department will pay for installation of solar panel at the contract unit price per each installed, tested and accepted. Price and payment will constitute full compensation for transporting, assembling, installing/mounting, electrical connection, testing and all necessary ancillaries.

1/30/2025

838500 - REMOVAL OF SPAN WIRE

Description:

This work consists of the removal of span wire presently in place between poles.

Materials:

Not applicable.

Construction:

- A. Remove sign from span wire in accordance with Section 823. Do not damage the hardware, span wire, or electrical cables.
- B. Use a tensioning device to remove the tension from the clamps before their release.
 1. Do not cut the span wire while it is under tension.
 2. Lower the span wire to the ground by hand or hand-line after removing the clamps and backing off all the tension.
- C. Detach any electrical cable attached to the span wire as directed by the engineer. Roll up the span wire and electrical cable separately and return them, with all associated hardware, to the Department at the Dover Sign Shop.

Method of Measurement:

The Department will measure the quantity of removal of span wire as each removed between poles.

Basis of Payment:

- A. The Department will pay for removal of span wire at the contract unit price per each. Price and payment will constitute full compensation for:
 1. Removal and disposal of signs, as applicable;
 2. removal of tension from span wire;
 3. detaching span wire clamps;
 4. lowering span wire ground by hand or hand-line; and
 5. all incidentals to complete the work.

2/4/2025

838503 - REMOVAL OF CABLE FROM MESSENGER WIRE

DESCRIPTION:

This work consists of the removal of a messenger wire with a cable(s) attached or of a cable with a built-in messenger wire in place between poles.

This item is not applicable to the removal of cable from a messenger wire, which remains in place or the removal of a messenger wire which has no cable attached or built-in.

CONSTRUCTION METHODS:

- A. A tensioning device shall be used to remove the tension from the clamps before their release. Under no circumstances shall the messenger wire be cut while under tension. The messenger wire shall be lowered to the ground by hand or hand line after removing the clamps and backing off all the tension.
- B. The cable attached to the messenger wire by lashing or tape (not built-in) shall be detached from the messenger wire. The messenger wire and the cable shall be rolled up separately and returned with all associated hardware to the Department.
- C. Built-in cable attached to the messenger wire shall not be detached from the messenger wire. The cable with the messenger wire shall be rolled up and returned with all associated hardware to the Department. See Standard Details in the General Notices.

METHOD OF MEASUREMENT:

The Department will measure the quantity of cable removed in number of linear feet of messenger wire with attached cable removed, complete, and accepted.

BASIS OF PAYMENT:

- A. The Department will pay for removal of cable at the contract unit price per linear foot. Price and payment will constitute full compensation for:
 - 1. Labor;
 - 2. equipment;
 - 3. tools; and
 - 4. incidentals required to complete the work;

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842501 - PROVIDE & INSTALL ELECTRICAL UTILITY SERVICE EQUIPMENT 120/240 (100 AMP)

842502 - PROVIDE & INSTALL ELECTRICAL UTILITY SERVICE EQUIPMENT 120/240 (200 AMP)

Description.

This work consists of providing and installing traffic signals, ITS devices and lighting service pedestals and safety switches in accordance with the Contract and as directed by the engineer. Electrical service equipment consists of the equipment necessary to connect a utility company service to a traffic signal or ITS device controller cabinet, traffic monitoring station cabinet, or other traffic control device cabinet or lighting control cabinet. Provide electrical service equipment at the phasing and amperage specified in the Contract. This work includes coordinating the connection with the local utility company. While the 100 Amp Service may be specified for both Traffic and Highway Lighting, the 200 Amp Service is typically specified for Highway Lighting Only.

Materials.

Provide materials in accordance with Section 842.2.

Construction.

- A. Perform all work in compliance with NEC, NFPA, and NESC Standards and with utility company requirements. Install the electric service pedestal as shown in the Plans. Locate line side safety switch and meter adjacent to service drop location, fuse and size line side safety switch to service. The load side safety switch should not be fused. Mark the safety switch with a weatherproof stamp. Label the switch: "Signal", "Camera", "Repeater", "VMS", "Detector" "RWIS" or "Lighting", denoting the device it serves. Tighten all conduits and hardware connections with the appropriate wrenches or tools.
- B. Measure the ground resistance of each rod before connecting the rod to the grounding conductor. If the measured resistance exceeds 25-ohms, exothermically weld a 10-foot extension to the top of the first rod and drive to its full depth. Measure the earth resistance again. If it still exceeds 25-ohms, contact the engineer for instruction.
- C. Service Pedestal Installation
 - 1. Area for service pedestal should be excavated. Where a pole base is to be placed in existing concrete pavement such as a sidewalk, saw cut the concrete in a square pattern or remove to the nearest joint. Install conduit using a conduit adapter to connect sweeps to underground conduit and conduit leading to the safety switch and meter. Install an appropriate length of 2-inch galvanized conduit (threaded and reamed on both ends) on the end of the 90-degree sweeps at the base of the pedestal so that the end of the conduit will be 3-feet above the finished grade of the area.

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- D. Install square tube steel posts in 12-inch x 12-inch x 36-inch concrete footings. Provide a 3-inch clearance on the base of footing. Backfill around the conduit and concrete footings and dispose of excess or unsuitable materials to grade of the bottom of concrete footings. Place backfill after 24-hours of installation, in accordance with Section 202.
- E. Remove all excess material. Suitable Material may be used elsewhere on the Project as directed by the engineer. Set square tube steel posts and determine the finished length of the tubular steel posts by adding the total height of the meter and safety switch to 5-feet. Install ground rod in accordance with the Contract. The ground resistance of each rod must be measured before connecting the rod to the grounding conductor. If the measured resistance exceeds 25-ohms, exothermically weld a 10-foot extension to the top of the first rod and drive to its full depth. Measure the earth resistance again. If it still exceeds 25-ohms, contact the engineer for instruction.
- F. Attach pedestal aluminum board/panel to square tube steel posts using 6 (3 for each post) 5/16-inch x 2 1/2-inch long Grade 5 stainless steel hex bolts, flat washers and nylon lock nuts. Attach meter socket to the board/panel with four 5/16-inch x 3/4-inch stainless steel hex bolts and nylon lock nuts. Attach the circuit breaker box to the board/panel with four 5/16-inch x 3/4-inch stainless steel hex bolts and nylon lock nuts.
- G. Arrange inspection by a Delaware licensed electrical inspection agency (or Contractor's licensed staff) for all lighting system work including but not limited to service, branch circuits, junction wells, underground conduit, all grounding and bonding and any electrical work performed on the project. Submit certification for the chosen Delaware licensed electrical inspection agency or contractor's staff to the engineer for approval prior to starting work.

Method of Measurement.

- A. The Department will measure the quantity of electrical utility services in number of electric services installed, complete, in place, and accepted.

Basis of Payment.

- A. The Department will pay for electrical services installed at the contract price per each of the size and type specified, installed, complete in place, tested, and accepted. Price and payment constitutes full compensation for:
 - 1. Providing and placing all materials;
 - a. Enclosures;
 - b. panel boards;
 - c. ground rods;
 - d. circuit breakers;
 - e. internal wiring;
 - f. wiring devices;
 - g. wiring up to 10-feet each underground from the service pedestal to the utility pole and up to 50-feet each vertical (up the service pedestal and up the utility pole combined and including all required coils);
 - h. concrete collar;
 - i. meter sockets;

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- j. meter;
 - k. shunts;
 - l. cover plates;
 - m. wiring;
 - n. square tubing;
 - o. back panel;
- 2. inspection by Delaware licensed electrical agency; and
 - 3. all incidentals required to complete the Work.

8/22/24

842504 - PROVIDE AND INSTALL ADDITIONAL DISCONNECT SWITCH

Description.

This work consists of providing and installing an additional disconnect switch.

Materials.

A. Grounding	Section 833
B. Hardware	Section 1039
C. Conduit	Section 1062
D. Sign Posts	Section 1072

Construction.

- A. The disconnect switch shall be installed per the standard construction details or applicable plan details.
- B. Provide and install an additional disconnect switch, aluminum panel, square signposts and tubing, conduits and accessories, and all hardware necessary for mounting the disconnect switch to the aluminum panel, and the aluminum panel to the signpost assembly per the standard construction details. The disconnect switch shall be NEMA standard KS 1-latest edition. The disconnect switch enclosure shall be Type 4 stainless steel, with external operating handle, enclosure cover interlock, and external switch mechanism handle with provisions for securing in both the ON and OFF positions by padlock. The switch mechanism shall be of heavy-duty design with quick make, quick break type operations and visible blades.
- C. The disconnect switch shall be fusible with integral fuse puller on the line side. The disconnect switch on the load side shall be non-fusible. Single phase disconnect switches shall have 2 poles with solid neutral and shall be rated at 240 Volts. Three phase disconnect switches shall have 3 poles with solid neutral and shall be rated at 600 Volts. The design of the neutral bar may be factory or field installable.
- D. For traffic signals, CCTV cameras, and Wavetronix devices operating at 120 Volts, single phase 60 amps (fused 35 amps) for disconnect fuse-holders will be used.
- E. Disconnect switches for lighting control cabinets shall be equipped with the same number of poles and amperage rating specified in the electrical service equipment item. Disconnect switches for electrical service distribution cabinets shall be equipped with 200-amp, 2 pole and single phase.

Method of Measurement.

The Department will measure the quantity of disconnect switches as the number of disconnect switches installed and accepted.

Basis of Payment.

- A. The Department will pay for disconnect switches at the contract unit price per each. Price and payment will constitute full compensation for providing and placing all materials and all incidentals necessary to complete the Work;
- B. The Department will pay for underground conduit under the applicable conduit item(s).
- C. Service lateral cable will be measured and paid for separately under the applicable cable item(s).

2/4/25

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844530 – INSTALL OR REMOVE BLUETOOTH DETECTOR

844531 – INSTALL OR REMOVE MICROWAVE DETECTOR

844532 – INSTALL OR REMOVE VIDEO DETECTOR OR CCTV CAMERA

Description:

This work consists of installing detectors or CCTV cameras on existing rigid support or removing detectors or CCTV cameras from existing rigid support. The Department will provide necessary hardware and materials unless indicated otherwise in the contract.

Materials:

- A. Bluetooth detector and mounting hardware per the manufacturer's requirements.
- B. Microwave detector and mounting hardware per the manufacturer's requirements.
- C. Video detector or CCTV Camera and mounting hardware per the manufacturers' requirements.

Construction:

A. Installation

- 1. Notify the engineer 2 working days in advance of beginning work to obtain the materials from the Department's Traffic Section.
- 2. Attach the detector or CCTV Camera to the rigid support with the necessary hardware, in accordance with the manufacturer's requirements.

B. Removal

- 1. Disconnect and remove the detector or CCTV Camera such that the detector and all reusable mounting hardware are not damaged.

Method of Measurement:

- A. The Department will measure the quantity of installing or removing Bluetooth detectors at the contract unit price per each.
- B. The Department will measure the quantity of installing or removing microwave detectors at the contract unit price per each.
- C. The Department will measure the quantity of installing or removing video detectors or CCTV Cameras at the contract unit price per each.

Basis of Payment:

- A. The Department will pay for installing or removing Bluetooth detector at the contract unit price per each detector installed or removed and accepted. Price and payment will constitute full compensation for picking up and delivering all materials and hardware as directed, installing or removing Bluetooth detector, and all incidentals required to complete the Work.
- B. The Department will pay for installing or removing microwave detector at the contract unit price per each detector installed or removed and accepted. Price and payment will constitute full compensation for picking up and delivering all materials and hardware as directed, installing or removing microwave detector, and all incidentals required to complete the Work.
- C. The Department will pay for installing or removing video detector or CCTV Camera at the contract unit price per each detector or CCTV Camera installed or removed and accepted. Price and payment will constitute full compensation for picking up and delivering all materials and hardware as directed, installing or removing video detector or CCTV Camera, and all incidentals required to complete the Work.

01/14/2025

850517 - INSTALLATION OF LUMINAIRE

DESCRIPTION:

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

MATERIALS:

- A. Buchanan Connector Kits #825 with #65 or #835 with #20 or approved equal
- B. #8 THWN wire
- C. Split bolt connectors
- D. Electrical tape
- E. The Department will provide the complete luminaire.

CONSTRUCTION METHODS:

A. Installation Methods:

1. The luminaire shall be transported to the site, assembled, and wired and attached to the mast arm or pole by use of hardware approved by the engineer. The unit shall be attached to the existing service cable and tested. On wood poles, if the service cable is not available, a 5-foot tail shall be left at the pole end of the mast arm. On metal poles, the electrical connections and grounding of pole will be made in the base. If the service cable is not available, a 5-foot tail shall be left in the pole base.
2. Each luminaire installed under this item shall be separately connected to the service cable at the pole on wood poles and in the pole base on metal poles.

METHOD OF MEASUREMENT:

The Department will measure the quantity of luminaires installed in number of luminaires installed in accordance with these specifications, complete, in place, tested, and accepted.

BASIS OF PAYMENT:

- A. The Department will pay for luminaires installed at the contract unit price per each. Price and payment will constitute full compensation for:
1. Labor;
 2. Equipment;
 3. Tools; and
 4. Incidentals required to complete the work.

8/10/21

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851502 - ALUMINUM LIGHTING SINGLE DAVIT ARM, 8' ARM SPREAD

851503 - ALUMINUM LIGHTING SINGLE DAVIT ARM, 12' ARM SPREAD

851504 - ALUMINUM LIGHTING SINGLE DAVIT ARM, 15' ARM SPREAD

851506 - ALUMINUM LIGHTING STANDARD, 30' POLE

851507 - ALUMINUM LIGHTING STANDARD, 40' POLE

851509 - ALUMINUM LIGHTING STANDARD WITH SINGLE TRUSS ARM, 30' POLE

851520 - ALUMINUM LIGHTING SINGLE DAVIT ARM, 10' ARM SPREAD

851522 - ALUMINUM LIGHTING SINGLE DAVIT ARM, 20' ARM SPREAD

DESCRIPTION:

- A. Aluminum Lighting Standard with Arm & Pole
 - 1. The work consists of providing and installing Aluminum Lighting Standard with Single Davit or Truss Arm and breakaway transformer base, luminaire.
- B. Aluminum Lighting Single Davit Arm
 - 1. The work consists of providing Aluminum Standard Single Davit Arm with the specified arm spread and installing on an already installed pole.
- C. Aluminum Lighting Standard Pole
 - 1. The work is comprised of providing Aluminum Lighting Standard Pole of the specified height, breakaway transformer base, and installing (on an already installed pole base not included in this item).

MATERIALS:

- | | |
|---|---------------------|
| A. Submersible Breakaway Connector Kits | Section 832 or 1074 |
| B. H-taps, C-taps, Butt Splices | Section 832 or 1074 |
| C. Anchor Bolts, Galvanized | Section 1039 |
| D. Hardware, Lighting Standard, Stainless Steel | Section 1044 |
| E. Aluminum Castings, Alloy 356-T6 | Section 1044 |
| F. Anchor Base Plate, Aluminum Alloy 6000 Series | Section 1044 |
| G. Welding, Aluminum | Section 1044 |
| H. Lighting Pole and Davit Arm, Aluminum Alloy 6063-T6 | Section 1062 |
| I. Conduit | Section 1062 |
| J. Pole ID Tag, Clear Anodized 1/16-inch thick Aluminum | |
| K. Transformer Base | |
| L. Lighting Standard | |
| M. Electrical Materials | |

CONSTRUCTION METHODS:

All construction methods shall be in accordance with Section 851 and the following:

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

HEIGHT OF POLE	DAVIT ARM LENGTH	OUTER DIAMETER	WALL THICKNESS
30'	8'	10"	0.156"
	12'	10"	0.156"
	15'	10"	0.156"
	20'	10"	0.156"
40'	8'	10"	0.188"
	12'	10"	0.188"
	15'	10"	0.188"
	20'	10"	0.188"

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- C. Bracket arms shall be of the davit type consisting of an aluminum shaft having the outer diameter and wall thickness as listed in the table above. The davit arm shall be designed to slip over the top of the lighting standard shaft for a distance of at least 12 inches. The luminaire end of the davit arm shall be fitted with a 2-inch NPS aluminum pipe not less than 6 inches long. Determine the nominal mounting height as shown in the plans. The length of the davit arm will be as shown on the Plans or 12 feet if not specified elsewhere. Davit arm less than 8 feet long shall not be used without written permission from the Chief Traffic Engineer.
- D. Each lighting standard shall be provided with a permanent tag which shall be 2-inch x 4-inch fabricated from clear anodized 1/16-inch thick aluminum. The edge shall be smooth and corners rounded and the tag shall be curved to fit the light standard shaft. Tags shall be secured to shafts by means of four (4) 1/8-inch diameter 18-8 stainless steel round head drive screws or self tapping screws. The embossed identifying letters and/or numerals shall be not less than 3/4-inches high with stroke of not less than 3/16-inches. Identifying letters and/or numerals shall be designated on the Plans.
- E. Transformer Base
1. Transformer bases, shall conform to the latest edition of AASHTO "Standard Specifications for Structural Supports for Highway Signs, Luminaires and Traffic Signals". Before any work, begins submit documents showing that the breakaway device meets the current AASHTO Breakaway Design. For breakaway installations, the standard shall electrically disconnect from the supply wire at the foundation when knocked down by an errant vehicle or from some other cause.
- F. Luminaire
1. All HPS luminaire shall be in accordance with Section 850 of the Department's 2016 Standard Specifications. All LED luminaires shall be in accordance with the specifications for LED Luminaire provided elsewhere in this document covering Item Numbers 850520 through 850527.
- G. Installations of Lighting Standards
1. Lighting Standards shall be installed and located in accordance with the Plans and as directed by the Engineer. The bracket arms shall be set perpendicular to the edge of the roadway unless otherwise ordered or specified. If necessary, aluminum shims may be used to plumb the pole.
- H. Certification:
1. Arrange inspection by a Delaware licensed electrical inspection agency or contractor's licensed staff) for all lighting system work including but not limited to service, branch circuits, junction wells, underground conduit, all grounding and bonding and any electrical work performed on the project. Submit certification for the chosen Delaware licensed electrical inspection agency or contractor's staff to the Project Engineer for approval prior to starting work.

METHOD OF MEASUREMENT:

The Department will measure the quantity of aluminum standards in number of standards installed, certified, and accepted.

BASIS OF PAYMENT:

- A. The Department will pay for aluminum standards with arm and pole, aluminum standard poles, and aluminum Davit arms at the contract unit price of each installed, certified, and accepted. Price and payment will constitute full compensation for:
1. Lighting standard;
 2. single davit arm;
 3. transformer base;
 4. luminaire;
 5. labor;
 6. equipment;
 7. hardware;
 8. pole;
 9. id tags;
 10. flush joint;
 11. gusset plate; and
 12. incidentals necessary to complete the work.

8/10/21

851505 – ALUMINUM LIGHTING STANDARD WITH SINGLE DAVIT ARM, 45' POLE

Description.

This work consists of providing all materials and constructing PCC Curb, Type 1, Modified.

Materials.

Provide materials in accordance with Section 851.2.

Construction.

Construct in accordance with Section 851.3.

Method of Measurement.

The Department will measure aluminum lighting standards with single davit arms, 45' pole in accordance with Section 851.4.

Basis of Payment.

The Department will pay for aluminum lighting standards with single davit arms, 45' pole at the contract unit price per each. Price and payment will constitute full compensation in accordance with Section 851.5.

10/18/23

851532 – INSTALL OR REMOVE STEEL DAVIT ARM OR STEEL TRUSS ARM

Description:

This work consists of the installation or removal of steel davit arm or steel truss arm on an existing pole.

Materials:

The Department will provide davit arm or truss arm and necessary hardware unless indicated otherwise in the contract.

Construction:

A. Installation

1. Notify the engineer 2 working days in advance to obtain the materials from the DelDOT Sign Shop.
2. Attach steel davit arm or steel truss arm to the pole with the necessary hardware in accordance with the davit arm or truss arm manufacturer's specifications.

B. Removal

1. Prior to removal, disconnect electrical connections, and remove luminaires from the steel davit arm or steel truss arm.
2. Detach the davit arm or truss arm from the pole.
 - a. Davit arm or truss arm and associated hardware not labelled for relocation / re-installation per contract shall be returned to the DelDOT Sign Shop.
 - b. Removed luminaires in working condition not labelled for relocation / reinstallation per the contract shall be returned to the DelDOT Sign Shop.
 - c. The davit arm or truss arm and luminaire in working condition shall be stored on site if planned for reuse or relocation per the contract.

Method of Measurement:

The Department will measure the quantity of installing or removing steel davit arm or steel truss arm at the contract unit price per each.

Basis of Payment:

The Department will pay for the installation or removal of steel davit arm or steel truss arm at the contract unit price per each arm accepted. Price and payment will constitute full compensation for:

D. Installation

Picking up the materials at the DelDOT Sign Shop if applicable, transporting and installing davit arm or truss arm, and for all incidentals necessary to complete the Work.

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E. Removal

Removable of davit arm or truss arm and luminaire, transporting and returning items to the DelDOT Sign Shop if not planned for reuse or relocation in accordance with the contract and incidentals necessary to complete the Work.

5/30/2024

851533- LIGHT STANDARD ATTACHMENTS

Description:

This work consists of installing light standard attachments on a structure.

Materials:

A. Light Standards	Provided by the Department.
B. Anchor bolts	ASTM designation A449
C. Nuts	ASTM designation A563
D. Washers	ASTM designation F436
E. Conduit	Section 831

Construction:

- A. General
 - 1. Coordinate with the engineer and DelDOT Traffic for a location to pick-up the light standards. Inspect the materials for damage prior to transporting them to the project location or stockpile. Notify the engineer in writing of any damages discovered.
 - 2. Transport and deliver the materials to the project location or stockpile.
- B. Install bolts and conduit in accordance with plans and details.
- C. Unless otherwise provided, the engineer will direct type and size of conduit.

Method of Measurement:

The department will measure the quantity of light standard attachments as each installed and accepted.

Basis of Payment:

- A. The department will pay for the installation of light standard attachments at the contract unit price per each installed and accepted. Price and payment will constitute full compensation for:
 - 1. Providing all materials;
 - 2. installation;
 - 3. connection of conduit; and
 - 4. all incidentals necessary to complete Work.

2/4/25

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862501 - RETROREFLECTIVE THERMOPLASTIC MARKINGS, BIKE SYMBOL, POURED IN PLACE USING TEMPLATE

862502 - RETROREFLECTIVE THERMOPLASTIC MARKINGS, PEDESTRIAN SYMBOL, POURED IN PLACE USING TEMPLATE

862503 - RETROREFLECTIVE THERMOPLASTIC MARKINGS, HANDICAP SYMBOL, POURED IN PLACE USING TEMPLATE

Description:

This work consists of the pouring of retroreflective thermoplastic bike, pedestrian and handicap symbol markings.

Materials:

- | | |
|--------------------------------------|------------------|
| A. Alkyd type thermoplastic striping | Section 1071.3.1 |
| B. Glass beads | Section 1071.3.2 |

Construction:

- A. Construct in accordance with Section 862.
- B. Follow all manufacturer's recommendations for material storage.
- C. Install the symbol template/stencil in accordance with the manufacturer's instructions. All symbol templates/stencils and marking configurations must conform to the size and dimensions as shown in the Federal "Standard Highway Signs" book found on the Federal Highway Administration website as referred to in the Delaware Manual on Uniform Traffic Control Devices, Part 3, Markings.
- D. Apply pavement markings in accordance with Section 862.3.4 and the manufacturer's recommendations.
 - 1. Coordinate a Supplier's technical representative to provide technical services as required.
- E. Evaluate and correct pavement markings as required, in accordance with Section 862.3.5.

Method of Measurement:

The Department will measure the quantity of retroreflective thermoplastic markings, poured in place using template as the number of EACH bike, pedestrian, or handicap symbol placed and accepted.

Basis of Payment:

- A. The Department will pay for the quantity of retroreflective thermoplastic markings, symbols poured in place using template at the contract unit price per each. Price and payment will constitute full compensation for:
1. Performing pavement marking layout work;
 2. providing and placing all materials;
 3. preparing pavement, including sandblasting, sweeping, and cleaning or removal of curing compound on PCC pavement;
 4. protecting uncured pavement markings from vehicle damage;
 5. repairing defective work as directed by the Department; and
 6. all incidentals required to complete the Work.

AS 12/16/24

908514 - PROVIDING SOD

DESCRIPTION:

This work consists of providing and installing sod to areas as shown on the plans to provide immediate permanent vegetation groundcover.

MATERIALS:

Provided Sod shall be Tall Fescue Sod or an alternative approved by the engineer.

CONSTRUCTION METHODS:

- A. Before laying sod, the surface shall be uniformly graded and cleared of all roots, vegetation and debris. Stones and clods larger than 2 inches shall also be removed. If the surface is hard packed, scarify prior to laying the sod.
- B. Lay the sod in a straight line with subsequent rows placed and tightly wedged against each other. Once sod is completely installed, the entire area shall be tamped to insure solid contact of roots with the soil surface. Sod shall be watered immediately after tamping until the underside of the new sod and soil surface below the sod are thoroughly wet. Water up to 30 days after the sod installation, in accordance with the Additional Watering of Provided Sod Special Provision.

METHOD OF MEASUREMENT:

The Department will measure the quantity of sod provided in number of square yards.

BASIS OF PAYMENT:

- A. The Department will pay for provided sod at the contract unit price per square yard provided. Price and payment will constitute full compensation for:
 - 1. Labor;
 - 2. Equipment;
 - 3. Tools;
 - 4. Incidentals necessary to complete work;
 - 5. Initial watering of the sodded area after installation.

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- B. Additional watering of the sodded area will be paid for under the separate Additional Watering of Provided Sod item.

8/10/21



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NOT TO BE USED FOR BIDDING

Item Number	Description	Unit	Quantity
836505	PROVIDE 10' PEDESTAL POLE	EACH	150
839500	PROVIDE AND INSTALL WOOD POLE, CLASS II (HEAVY) - 30'	EACH	30
836506	PROVIDE 14' PEDESTAL POLE	EACH	150
836507	PROVIDE PEDESTAL POLE TRANSFORMER BASE	EACH	300
839002	CUTTING OF WOOD POLE	EACH	15
839501	PROVIDE AND INSTALL WOOD POLE, CLASS II (HEAVY) - 40'	EACH	15
839502	PROVIDE AND INSTALL WOOD POLE, CLASS II (HEAVY) - 50'	EACH	15
839503	PROVIDE AND INSTALL WOOD POLE, CLASS III - 30'	EACH	15
839504	PROVIDE AND INSTALL WOOD POLE, CLASS III - 40'	EACH	15
839505	PROVIDE AND INSTALL WOOD POLE, CLASS III - 50'	EACH	15
841001	PROVIDE AND INSTALL WEATHERHEAD, UP TO 3", ON STEEL POLE	EACH	30
837001	PROVIDE AND INSTALL 8" LED SIGNAL HEAD SECTION, RIGID MOUNT	EACH	30
837002	PROVIDE AND INSTALL 12" LED SIGNAL HEAD SECTION, RIGID MOUNT	EACH	1800
837003	PROVIDE AND INSTALL 8" LED SIGNAL HEAD SECTION, SPAN MOUNT	EACH	30
837004	PROVIDE AND INSTALL 12" LED SIGN HEAD SECTION, SPAN MOUNT	EACH	900
837005	PROVIDE AND INSTALL 8" LED TRAFFIC SIGNAL HEAD INDICATION MODULE	EACH	30
837006	PROVIDE AND INSTALL 12" LED TRAFFIC SIGNAL HEAD INDICATION MODULE	EACH	150

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Item Number	Description	Unit	Quantity
837007	PROVIDE AND INSTALL SIGNAL HEAD BACKPLATE	EACH	600
837008	PROVIDE AND INSTALL 16" LED COUNTDOWN PEDESTRIAN SIGNAL	EACH	600
837009	PROVIDE AND INSTALL 16" LED PEDESTRIAN SIGNAL HEAD INDICATION MODULE	EACH	60
837010	PROVIDE AND INSTALL PEDESTRIAN PUSHBUTTON WITH SIGN	EACH	600
837011	REALIGN OR SLIDE EXISTING SIGNAL HEAD	EACH	600
837501	INSTALLATION AND REMOVAL OF TRAFFIC SIGNAL INDICATION/LED MODULE	EACH	150
837502	INSTALLATION AND REMOVAL OF PEDESTRIAN SIGNAL INDICATION/LED MODULE	EACH	150
837503	PROVIDE 8" SIGNAL HEAD SECTION	EACH	30
837504	PROVIDE 12" SIGNAL HEAD SECTION	EACH	150
837505	PROVIDE 8" LED TRAFFIC SIGNAL HEAD INDICATION MODULE	EACH	60
837506	PROVIDE 12" LED TRAFFIC SIGNAL HEAD INDICATION MODULE	EACH	300
837509	PROVIDE PEDESTRIAN PUSHBUTTON WITH SIGN	EACH	150
837510	PROVIDE SIGNAL HEAD BACKPLATE	EACH	30
837512	PROVIDE AND INSTALL FLEXIBLE THERMOPLASTIC SIGNAL HEAD BACKPLATE	EACH	600
837513	PROVIDE 16" PEDESTRIAN SIGNAL HOUSING	EACH	150
837514	PROVIDE 16" LED COUNTDOWN PEDESTRIAN SIGNAL INDICATION MODULE	EACH	300

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Item Number	Description	Unit	Quantity
837520	INSTALLATION OF RECTANGULAR RAPID FLASHING BEACON (SINGLE)	EACH	60
837521	INSTALLATION OF RECTANGULAR RAPID FLASHING BEACON (DOUBLE)	EACH	60
837524	INSTALLATION OF SOLAR PANEL	EACH	150
844001	PROVIDE AND INSTALL OPTICOM EMERGENCY PREEMPTION DETECTOR	EACH	450
819010	INSTALLATION OF 4" DIAMETER HOLE, LESS THAN OR EQUAL TO 6" DEPTH	EACH	300
819011	INSTALLATION OF 4" DIAMETER HOLE, GREATER THAN 6" DEPTH	EACH	200
819500	PROVIDE AND INSTALL ROAD SIGN ON SINGLE POST	EACH	1000
819501	PROVIDE AND INSTALL ROAD SIGN ON MULTIPLE POSTS	EACH	1000
819514	PROVIDE AND INSTALL SIGNFIX CHANNEL ON ROAD SIGN	EACH	3000
835001	CABINET BASE TYPE F	EACH	6
835002	CABINET BASE TYPE M	EACH	6
835003	CABINET BASE TYPE P	EACH	15
835004	CABINET BASE TYPE R	EACH	6
835502	CABINET BASE, TYPE K (HIB)	EACH	6
847004	LIGHTING CONTROL AND DISTRIBUTION ENCLOSURE (120/240;100 AMP)	EACH	6
832001	PROVIDE AND INSTALL 1-CONDUCTOR #4/0 AWG STRANDED COPPER, TYPE USE-2	LF	1000

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Item Number	Description	Unit	Quantity
832002	PROVIDE AND INSTALL 1-CONDUCTOR # 3/0 AWG STRANDED COPPER, TYPE USE-2	LF	1000
832003	PROVIDE AND INSTALL 1-CONDUCTOR #2/0 AWG STRANDED COPPER, TYPE USE-2	LF	1600
832006	PROVIDE AND INSTALL 1-CONDUCTOR #2 AWG STRANDED COPPER, TYPE USE-2	LF	2000
832007	PROVIDE AND INSTALL 1-CONDUCTOR #4 AWG STRANDED COPPER, TYPE USE-2	LF	48000
832008	PROVIDE AND INSTALL 1-CONDUCTOR #6 STRANDED COPPER, TYPE USE-2	LF	250000
832009	PROVIDE AND INSTALL 1-CONDUCTOR #8 STRANDED COPPER, TYPE USE-2	LF	168000
832010	PROVIDE AND INSTALL 1-CONDUCTOR #10 STRANDED COPPER, TYPE USE-2	LF	33000
832025	PROVIDE AND INSTALL 4-CONDUCTOR #18 AWG SHIELDED OPTICOM CABLE	LF	90000
832026	PROVIDE AND INSTALL 1-CONDUCTOR #14 AWG STRANDED COPPER	LF	5000
832029	PROVIDE AND INSTALL #8/2 WIRE UF W/GROUND	LF	21000
820018	REMOVAL OF BREAKAWAY I-BEAM SIGN POSTS	EACH	30
820020	REMOVE SIGN PANEL ON BREAKAWAY I-BEAM SIGN SUPPORT	SF	100
822002	INSTALLATION OF SIGN ON/OVER HIGHWAY STRUCTURE	SF	500
822009	REMOVAL OF SIGN ON/OVER HIGHWAY STRUCTURE	SF	500
822503	INSTALL OVERHEAD SIGN	EACH	600

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Item Number	Description	Unit	Quantity
822504	INSTALLATION OR REMOVAL OF OVER-HIGHWAY SIGN OR SIGN ON ROADSIDE I-BEAM STRUCTURE	SF	600
823003	REMOVAL OF SIGN ON SPAN WIRE OR MAST ARM	EACH	600
823500	INSTALLATION OF SIGN ON SPAN WIRE OR MAST ARM	EACH	600
908001	TOPSOIL	TON	1000
908020	EROSION CONTROL BLANKET MULCH	SY	7500
908021	TURF REINFORCEMENT MATTING, TYPE 1	SY	600
908514	PROVIDING SOD	SY	600
838001	PROVIDE AND INSTALL SPAN WIRES, 7/16"	LF	9000
838002	PROVIDE AND INSTALL SPAN WIRES, 1/4"	LF	3500
838003	PROVIDE AND INSTALL DEAD END MESSENGER WIRE ATTACHMENT	EACH	150
838006	ADJUSTMENT OF SPAN OR MESSENGER WIRE	EACH	30
838008	TRANSFER OF EXISTING SPAN OR MESSENGER ATTACHMENT	EACH	30
838009	REMOVAL OF MESSENGER WIRE, CABLE AND HARDWARE	LF	20000
838500	REMOVAL OF SPAN WIRE	EACH	240
840001	PROVIDE AND INSTALL DOWN GUY AND ANCHOR	EACH	60
830010	REMOVAL OF EXISTING JUNCTION WELL	EACH	60

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Item Number	Description	Unit	Quantity
831011	REMOVAL OF CONDUIT FROM WOOD POLE	LF	400
832035	REMOVAL OF CABLE FROM CONDUIT OR TRAFFIC/LIGHTING POLE	LF	82000
834501	PARTIAL REMOVAL OF CONCRETE POLE BASES AND CABINET FOUNDATIONS	CY	200
836005	REMOVE STEEL POLE (EQUAL TO OR GREATER THAN 40 FEET)	EACH	75
836006	REMOVE PEDESTAL POLE	EACH	150
836501	INSTALLATION OR REMOVAL OF TRAFFIC SIGNAL MAST ARM	EACH	300
836503	REMOVE STEEL POLE (EQUAL TO OR GREATER THAN 15' AND LESS THAN 40')	EACH	150
837500	REMOVAL OF SIGNAL OR PEDESTRIAN HEAD FROM POLE OR PEDESTAL	EACH	200
837522	REMOVAL OF SIGNAL HEAD OR OPTICOM EMERGENCY PREEMPTION DETECTOR FROM SPAN WIRE OR MAST ARM	EACH	750
837523	INSTALLATION OR REMOVAL OF PEDESTRIAN BUTTON ON WOOD OR METAL POLE	EACH	550
838503	REMOVAL OF CABLE FROM MESSENGER WIRE	LF	7500
839003	REMOVAL OF WOOD POLE	EACH	30
840005	REMOVAL OF DOWN GUY AND ANCHOR	EACH	60
840006	REMOVAL OF OVERHEAD GUY	EACH	6
844530	INSTALL OR REMOVE BLUETOOTH DETECTOR	EACH	300
844531	INSTALL OR REMOVE MICROWAVE DETECTOR	EACH	300

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Item Number	Description	Unit	Quantity
844532	INSTALL OR REMOVE VIDEO DETECTOR OR CCTV CAMERA	EACH	300
847001	INSTALL OR REMOVAL OF POLE OR POST MOUNTED CABINET	EACH	120
847002	INSTALL OR REMOVAL OF BASE OR PAD MOUNTED CABINET	EACH	60
851532	INSTALL OR REMOVE STEEL DAVIT ARM OR STEEL TRUSS ARM	EACH	300
211514	REMOVAL OF STREET LIGHTING SYSTEM	EACH	60
850001	LUMINAIRE (LED), 150 WATTS HPS EQUIVALENT	EACH	450
850002	LUMINAIRE (LED), 250 WATTS HPS EQUIVALENT	EACH	500
850003	LUMINAIRE (LED), 400 WATTS HPS EQUIVALENT	EACH	150
850004	LUMINAIRE (LED), 640 WATTS HPS EQUIVALENT, HIGH MAST	EACH	15
850005	LED WALL PACK, 75 WATTS HPS EQUIVALENT	EACH	15
850006	LED WALL PACK, 150 WATTS HPS EQUIVALENT	EACH	15
850007	LED WALL PACK, 250 WATTS HPS EQUIVALENT	EACH	15
850008	LED WALL PACK, 400 WATTS HPS EQUIVALENT	EACH	15
850011	REMOVAL OF LUMINAIRE	EACH	480
850517	INSTALLATION OF LUMINAIRE	EACH	850
851001	ALUMINUM LIGHTING STANDARD WITH SINGLE DAVIT ARM, 30' POLE	EACH	550
851003	ALUMINUM LIGHTING STANDARD WITH SINGLE DAVIT ARM, 40' POLE	EACH	60

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Item Number	Description	Unit	Quantity
851502	ALUMINUM LIGHTING SINGLE DAVIT ARM, 8' ARM SPREAD	EACH	60
851503	ALUMINUM LIGHTING SINGLE DAVIT ARM, 12' ARM SPREAD	EACH	550
851504	ALUMINUM LIGHTING SINGLE DAVIT ARM, 15' ARM SPREAD	EACH	90
851506	ALUMINUM LIGHTING STANDARD, 30' POLE	EACH	550
851507	ALUMINUM LIGHTING STANDARD, 40' POLE	EACH	60
851509	ALUMINUM LIGHTING STANDARD WITH SINGLE TRUSS ARM, 30' POLE	EACH	60
851520	ALUMINUM LIGHTING SINGLE DAVIT ARM, 10' ARM SPREAD	EACH	60
851522	ALUMINUM LIGHTING SINGLE DAVIT ARM, 20' ARM SPREAD	EACH	60
851533	LIGHT STANDARD ATTACHMENTS	EACH	150
824003	FLEXIBLE DELINEATOR, PERMANENT	EACH	750
824005	TUBULAR MARKER , WHITE, 28"	EACH	500
824006	TUBULAR MARKER , WHITE, 36"	EACH	500
824007	TUBULAR MARKER , YELLOW, 28"	EACH	500
824008	TUBULAR MARKER , YELLOW, 36"	EACH	500
824009	TUBULAR MARKER , ORANGE, 28"	EACH	500
824010	TUBULAR MARKER , ORANGE, 36"	EACH	500
860001	PERMANENT PAVEMENT STRIPING, LATEX, 6"	LF	1500

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Item Number	Description	Unit	Quantity
860004	TEMPORARY MARKINGS, LATEX, 4"	LF	75000
860007	TEMPORARY PAVEMENT STRIPING, LATEX, SYMBOL/LEGEND	SF	1500
861001	PERMANENT PAVEMENT STRIPING, EPOXY RESIN PAINT, 6"	LF	30000
861002	PERMANENT PAVEMENT STRIPING, EPOXY RESIN PAINT, 12"	LF	1500
861003	PERMANENT PAVEMENT STRIPING, EPOXY RESIN PAINT, BLACK 3"	LF	3500
861004	PERMANENT PAVEMENT STRIPING, EPOXY RESIN PAINT, BLACK 6"	LF	1500
861005	PERMANENT PAVEMENT STRIPING, EPOXY RESIN PAINT, BLACK 9"	LF	1500
861006	PERMANENT PAVEMENT STRIPING, EPOXY RESIN PAINT, BLACK 10"	LF	1500
861007	PERMANENT PAVEMENT STRIPING, EPOXY RESIN PAINT, BLACK 16"	LF	1500
862002	PERMANENT PAVEMENT STRIPING, ALKYD-THERMOPLASTIC, 6"	LF	1500
862004	PERMANENT PAVEMENT STRIPING, ALKYD-THERMOPLASTIC, 12"	LF	4000
862006	PERMANENT PAVEMENT STRIPING, ALKYD-THERMOPLASTIC, SYMBOL/LEGEND	SF	900
862501	RETROREFLECTIVE THERMOPLASTIC MARKINGS, BIKE SYMBOL, POURED IN PLACE USING TEMPLATE	EACH	100
862502	RETROREFLECTIVE THERMOPLASTIC MARKINGS, PEDESTRIAN SYMBOL, POURED IN PLACE USING TEMPLATE	EACH	20
863001	PREFORMED RETROREFLECTIVE MARKINGS, ALKYD-THERMOPLASTIC, ACCESSIBLE PARKING SPACE MARKING	EACH	10
864001	PREFORMED RETROREFLECTIVE MARKINGS, PATTERNED, 6"	LF	1500

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Item Number	Description	Unit	Quantity
864002	PREFORMED RETROREFLECTIVE MARKINGS, PATTERNED, 9"	LF	1050
864003	PREFORMED RETROREFLECTIVE MARKINGS, PATTERNED, 10"	LF	1500
864004	PREFORMED RETROREFLECTIVE MARKINGS, PATTERNED, 12"	LF	1500
864007	PREFORMED RETROREFLECTIVE MARKINGS, PATTERNED, 15", WITH CONTRAST	LF	1500
864008	PREFORMED RETROREFLECTIVE MARKINGS, PATTERNED, SYMBOL/LEGEND	SF	2000
866001	TEMPORARY MARKINGS, TAPE, BLACKOUT, 6"	LF	3600
865001	TEMPORARY MARKINGS, TAPE, 4"	LF	1500
865002	TEMPORARY MARKINGS, TAPE, 6"	LF	1500
865005	TEMPORARY MARKINGS, TAPE, SYMBOL/LEGEND	SF	1200
866002	TEMPORARY MARKINGS, TAPE, BLACKOUT, 8"	LF	1500
867001	SNOWPLOWABLE RAISED PAVEMENT MARKER	EACH	1500
867002	SNOWPLOWABLE RAISED PAVEMENT MARKER, REMOVAL, HOUSING	EACH	1500
867003	SNOWPLOWABLE RAISED PAVEMENT MARKER, REMOVAL, LENS	EACH	1500
868001	PAVEMENT MARKING, REMOVAL	SF	15000
211002	REMOVAL OF GUARDRAIL AND FENCE	LF	4500
720006	GALVANIZED STEEL POSTS	EACH	100

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Item Number	Description	Unit	Quantity
720008	TREATED WOOD BLOCK	EACH	100
720021	GALVANIZED STEEL BEAM GUARDRAIL, TYPE 1-31	LF	6000
720022	GALVANIZED STEEL BEAM GUARDRAIL, TYPE 2-31	LF	500
720025	GUARDRAIL OVER CULVERTS, TYPE 2-31	EACH	6
720026	GUARDRAIL OVER CULVERTS, TYPE 3-31	EACH	6
720028	CURVED GUARDRAIL SECTION	LF	50
720033	OFFSET BLOCKS	EACH	50
720037	GALVANIZED STEEL BEAM GUARDRAIL, TYPE 1-31, STEEP SLOPE	LF	150
721000	GUARDRAIL END TREATMENT, TYPE 1-31, TEST LEVEL 2	EACH	12
721001	GUARDRAIL END TREATMENT, TYPE 1-31, TEST LEVEL 3	EACH	75
721002	GUARDRAIL END TREATMENT, TYPE 2-31, TEST LEVEL 2	EACH	6
721003	GUARDRAIL END TREATMENT, TYPE 2-31, TEST LEVEL 3	EACH	6
721004	GUARDRAIL END TREATMENT, TYPE 3-31	EACH	6
721006	END ANCHORAGE 31	EACH	6
721007	ENTRANCE SPECIAL END ANCHORAGE	EACH	6
721008	BURIED IN BACK SLOPE	EACH	15
721009	GUARDRAIL TO BARRIER CONNECTION (EXIT TYPE 31)	EACH	12

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721010	GUARDRAIL TO BARRIER CONNECTION, APPROACH TYPE 1-31	EACH	60
721012	GUARDRAIL TO BARRIER CONNECTION, APPROACH TYPE 3-31	EACH	6
832032	PROVIDE AND INSTALL 14/4 TRAFFIC CONTROL CABLE	LF	29000
832031	PROVIDE AND INSTALL #6 TRIPLEX ALUMINUM SERVICE CABLE	LF	1000
832033	PROVIDE AND INSTALL 14/9 TRAFFIC CONTROL CABLE	LF	44000
832034	PROVIDE AND INSTALL 14/16 TRAFFIC CONTROL CABLE	LF	20000
832500	SPLICING OF ELECTRICAL CABLE, UNDERGROUND	EACH	100
832501	SPLICING OF ELECTRICAL CABLE, ABOVEGROUND	EACH	500
832502	TRIPLEX SPLICE	EACH	100
832504	PROVIDE AND INSTALL #8 THHN STRANDED COPPER	LF	25000
832505	PROVIDE AND INSTALL #6 AWG SOLID COPPER WIRE	LF	4000
832506	PROVIDE AND INSTALL #1/0 AWG STRANDED COPPER	LF	15000
832507	PROVIDE AND INSTALL 14/5 TRAFFIC CONTROL CABLE	LF	131000
832508	PROVIDE AND INSTALL 2-CONDUCTOR #14 AWG ALUMINUM SHIELD CABLE	LF	166000
832509	INSTALL CAT5E VIDEO DETECTOR CABLE	LF	35000
832510	PROVIDE & INSTALL CAT5E VIDEO DETECTOR CABLE	LF	6000
846001	PROVIDE AND INSTALL LOOP WIRE 1-CONDUCTOR #14 AWG ENCASED IN 1/4" FLEXIBLE TUBING IN A LOOP SAWCUT	LF	30000

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Item Number	Description	Unit	Quantity
846002	PROVIDE AND INSTALL A 1-1/2 INCH GALVANIZED RIGID METAL CONDUIT DETECTOR SLEEVE WITH LOOP WIRE	LF	1000
202000	EXCAVATION AND EMBANKMENT	CY	2000
207021	STRUCTURAL BACKFILL, BORROW TYPE C, PROVIDING ONLY	CY	500
211001	REMOVAL OF PORTLAND CEMENT CONCRETE PAVEMENT, CURB AND SIDEWALK	SY	12000
301001	GABC	CY	2250
301002	GABC, PATCHING	CY	500
401029	SUPERPAVE TYPE C, 9.5 mm, PG 64-22, PATCHING	TON	200
401030	SUPERPAVE TYPE B, PG 64-22, PATCHING	TON	700
401031	SUPERPAVE TYPE BCBC, PG 64-22, PATCHING	TON	375
503001	PATCHING PCC PAVEMENT, 6' TO 15', TYPE A	SY	100
503002	PATCHING PCC PAVEMENT, 15' TO 100', TYPE B	SY	100
503006	DOWEL BARS	EACH	100
701011	PCC CURB, TYPE 1-4	LF	1500
701013	PCC CURB, TYPE 1-8	LF	3100
701014	PCC CURB, TYPE 2	LF	5000
701018	I.PCC CURB AND GUTTER, TYPE 1-8	LF	1300

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Item Number	Description	Unit	Quantity
701019	I.PCC CURB AND GUTTER, TYPE 2	LF	2200
701022	I.PCC CURB AND GUTTER, TYPE 3-6	LF	600
701023	I.PCC CURB AND GUTTER, TYPE 3-8	LF	2500
702000	TRIANGULAR CHANNELIZING ISLANDS	SF	28000
705001	PCC SIDEWALK, 4"	SF	16200
705002	PCC SIDEWALK, 6"	SF	42000
705008	PEDESTRIAN CONNECTION, TYPE 1	SF	5500
705009	PEDESTRIAN CONNECTION, TYPE 2, 3, AND/OR 4	SF	10000
705010	PEDESTRIAN CONNECTION, TYPE 5	SF	10000
705013	TRUNCATED DOME DETECTABLE WARNING SURFACE	SF	6500
762000	SAW CUTTING, BITUMINOUS CONCRETE	LF	12000
762001	SAW CUTTING, CONCRETE, FULL DEPTH	LF	7500
831013	PROVIDE AND INSTALL 4" SCHEDULE 80 PVC CONDUIT (OPEN CUT)	LF	500
831014	PROVIDE AND INSTALL 3" SCHEDULE 80 PVC CONDUIT (OPEN CUT)	LF	500
831015	PROVIDE AND INSTALL 2-1/2" SCHEDULE 80 PVC CONDUIT (OPEN CUT)	LF	500
831016	PROVIDE AND INSTALL 2" SCHEDULE 80 PVC CONDUIT (OPEN CUT)	LF	500
831017	PROVIDE AND INSTALL 1" SCHEDULE 80 PVC CONDUIT (OPEN CUT)	LF	500

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Item Number	Description	Unit	Quantity
831022	PROVIDE AND INSTALL 1" SCHEDULE 80 PVC CONDUIT (TRENCH)	LF	500
831023	PROVIDE AND INSTALL 2" SCHEDULE 80 PVC CONDUIT (TRENCH)	LF	4500
831024	PROVIDE AND INSTALL 2-1/2" SCHEDULE 80 PVC CONDUIT (TRENCH)	LF	4000
831025	PROVIDE AND INSTALL 3" SCHEDULE 80 PVC CONDUIT (TRENCH)	LF	51500
831026	PROVIDE AND INSTALL 4" SCHEDULE 80 PVC CONDUIT (TRENCH)	LF	24500
831027	PROVIDE AND INSTALL 1" SCHEDULE 80 PVC CONDUIT (ON STRUCTURE)	LF	500
831031	PROVIDE AND INSTALL 4" SCHEDULE 80 PVC CONDUIT (ON STRUCTURE)	LF	500
831028	PROVIDE AND INSTALL 2" SCHEDULE 80 PVC CONDUIT (ON STRUCTURE)	LF	500
831029	PROVIDE AND INSTALL 2-1/2" SCHEDULE 80 PVC CONDUIT (ON STRUCTURE)	LF	500
831030	PROVIDE AND INSTALL 3" SCHEDULE 80 PVC CONDUIT (ON STRUCTURE)	LF	500
831032	PROVIDE AND INSTALL 1" GALVANIZED STEEL CONDUIT (TRENCH)	LF	500
831033	PROVIDE AND INSTALL 2" GALVANIZED STEEL CONDUIT (TRENCH)	LF	14500
831034	PROVIDE AND INSTALL 2-1/2" GALVANIZED STEEL CONDUIT (TRENCH)	LF	500
831035	PROVIDE AND INSTALL 3" GALVANIZED STEEL CONDUIT (TRENCH)	LF	500
831036	PROVIDE AND INSTALL 4" GALVANIZED STEEL CONDUIT (TRENCH)	LF	500
831037	PROVIDE AND INSTALL 1" GALVANIZED STEEL CONDUIT (BORE)	LF	500
831038	PROVIDE AND INSTALL 2" GALVANIZED STEEL CONDUIT (BORE)	LF	700

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Item Number	Description	Unit	Quantity
831039	PROVIDE AND INSTALL 2-1/2" GALVANIZED STEEL CONDUIT (BORE)	LF	500
831040	PROVIDE AND INSTALL 3" GALVANIZED STEEL CONDUIT (BORE)	LF	500
831041	PROVIDE AND INSTALL 4" GALVANIZED STEEL CONDUIT (BORE)	LF	500
831042	PROVIDE AND INSTALL 1" GALVANIZED STEEL CONDUIT (OPEN CUT)	LF	500
831043	PROVIDE AND INSTALL 2" GALVANIZED STEEL CONDUIT (OPEN CUT)	LF	500
831044	PROVIDE AND INSTALL 2-1/2" GALVANIZED STEEL CONDUIT (OPEN CUT)	LF	500
831045	PROVIDE AND INSTALL 3" GALVANIZED STEEL CONDUIT (OPEN CUT)	LF	500
831046	PROVIDE AND INSTALL 4" GALVANIZED STEEL CONDUIT (OPEN CUT)	LF	500
831047	PROVIDE AND INSTALL 1" GALVANIZED STEEL CONDUIT (ON STRUCTURE)	LF	500
831048	PROVIDE AND INSTALL 2" GALVANIZED STEEL CONDUIT (ON STRUCTURE)	LF	3500
831049	PROVIDE AND INSTALL 2-1/2" GALVANIZED STEEL CONDUIT (ON STRUCTURE)	LF	300
831050	PROVIDE AND INSTALL 3" GALVANIZED STEEL CONDUIT (ON STRUCTURE)	LF	300
831051	PROVIDE AND INSTALL 4" GALVANIZED STEEL CONDUIT (ON STRUCTURE)	LF	300
831052	PROVIDE AND INSTALL 2" HDPE SDR 13.5 CONDUIT (BORE)	LF	500
831053	PROVIDE AND INSTALL 2-1/2" HDPE SDR 13.5 CONDUIT (BORE)	LF	500
831054	PROVIDE AND IN STALL 3" HDPE SDR 13.5 CONDUIT (BORE)	LF	9500
831055	PROVIDE AND INSTALL 4" HDPE SDR 13.5 CONDUIT (BORE)	LF	48000

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Item Number	Description	Unit	Quantity
831056	PROVIDE AND INSTALL 1-1/2" SCHEDULE 80 PVC CONDUIT (OPEN CUT)	LF	500
831057	PROVIDE AND INSTALL 1-1/2" SCHEDULE 80 PVC CONDUIT (TRENCH)	LF	500
831058	PROVIDE AND INSTALL 1-1/2" SCHEDULE 80 PVC CONDUIT (ON STRUCTURE)	LF	500
831059	PROVIDE AND INSTALL 1-1/2" GALVANIZED STEEL CONDUIT (OPEN CUT)	LF	500
831060	PROVIDE AND INSTALL 1-1/2" GALVANIZED STEEL CONDUIT (TRENCH)	LF	500
831061	PROVIDE AND INSTALL 1-1/2" GALVANIZED STEEL CONDUIT (BORE)	LF	500
831062	PROVIDE AND INSTALL 1-1/2" GALVANIZED STEEL CONDUIT (ON STRUCTURE)	LF	500
831063	PROVIDE AND INSTALL SECOND AND SUBSEQUENT ADDITIONAL 1" SCHEDULE 80 PVC CONDUITS IN TRENCH OR OPEN CUT	LF	300
831064	PROVIDE AND INSTALL SECOND AND SUBSEQUENT ADDITIONAL 1-1/2" SCHEDULE 80 PVC CONDUITS IN TRENCH OR OPEN CUT	LF	300
831065	PROVIDE AND INSTALL SECOND AND SUBSEQUENT ADDITIONAL 2" SCHEDULE 80 PVC CONDUITS IN TRENCH OR OPEN CUT	LF	300
831066	PROVIDE AND INSTALL SECOND AND SUBSEQUENT ADDITIONAL 2-1/2" SCHEDULE 80 PVC CONDUITS IN TRENCH OR OPEN CUT	LF	300
831067	PROVIDE AND INSTALL SECOND AND SUBSEQUENT ADDITIONAL 3" SCHEDULE 80 PVC CONDUITS IN TRENCH OR OPEN CUT	LF	300
831068	PROVIDE AND INSTALL SECOND AND SUBSEQUENT ADDITIONAL 4" SCHEDULE 80 PVC CONDUIT IN TRENCH OR OPEN CUT	LF	500
831069	PROVIDE AND INSTALL SECOND AND SUBSEQUENT ADDITIONAL 2" HDPE SDR 13.5 CONDUIT IN DIRECTIONAL BORE	LF	300

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Item Number	Description	Unit	Quantity
831070	PROVIDE AND INSTALL SECOND AND SUBSEQUENT ADDITIONAL 2-1/2" HDPE SDR 13.5 CONDUIT IN DIRECTIONAL BORE	LF	300
831071	PROVIDE AND INSTALL SECOND AND SUBSEQUENT ADDITIONAL 3" HDPE SDR 13.5 CONDUIT IN DIRECTIONAL BORE	LF	300
831072	PROVIDE AND INSTALL SECOND AND SUBSEQUENT ADDITIONAL 4" HDPE SDR 13.5 CONDUIT IN DIRECTIONAL BORE	LF	1000
831073	PROVIDE AND INSTALL SECOND AND SUBSEQUENT ADDITIONAL 1" GALVANIZED STEEL CONDUIT IN TRENCH OR OPEN CUT	LF	500
831074	PROVIDE AND INSTALL SECOND AND SUBSEQUENT ADDITONAL 1-1/2" GALVANIZED STEEL CONDUIT IN TRENCH OR OPEN CUT	LF	500
831075	PROVIDE AND INSTALL SECOND AND SUBSEQUENT ADDITIONAL 2" GALVANIZED STEEL CONDUIT IN TRENCH OR OPEN CUT	LF	500
831076	PROVIDE AND INSTALL SECOND AND SUBSEQUENT ADDITIONAL 2-1/2" GALVANIZED STEEL CONDUIT IN TRENCH OR OPEN CUT	LF	500
831077	PROVIDE AND INSTALL SECOND AND SUBSEQUENT ADDITIONAL 3" GALVANIZED STEEL CONDUIT IN TRENCH OR OPEN CUT	LF	500
831078	PROVIDE & AND INSTALL SECOND AND SUBSEQUENT ADDITIONAL 4" GALVANIZED STEEL CONDUIT IN TRENCH OR OPEN CUT	LF	500
831079	PROVIDE AND INSTALL SECOND SUBSEQUENT ADDITIONAL 1" STEEL CONDUIT IN DIRECTIONAL BORE	LF	500
831080	PROVIDE AND INSTALL SECOND SUBSEQUENT ADDITIONAL 1-1/2" STEEL CONDUIT IN DIRECTIONAL BORE	LF	500
831081	PROVIDE AND INSTALL SECOND AND SUBSEQUENT ADDITIONAL 2" STEEL CONDUIT IN DIRECTIONAL BORE	LF	500
831082	PROVIDE AND INSTALL SECOND AND SUBSEQUENT ADDITIONAL 2-1/2" STEEL	LF	500

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	CONDUIT IN DIRECTIONAL BORE		
831083	PROVIDE AND INSTALL SECOND AND SUBSEQUENT ADDITIONAL 3" STEEL CONDUIT IN DIRECTIONAL BORE	LF	500
831084	PROVIDE AND INSTALL SECOND AND SUBSEQUENT ADDITIONAL 4" STEEL CONDUIT IN DIRECTIONAL BORE	LF	500
842005	REMOVAL OF ELECTRIC SERVICE ON WOOD OR METAL POLE	EACH	18
830001	CONDUIT JUNCTION WELL, TYPE 1, 20" X 20" PRECAST CONCRETE	EACH	900
842501	PROVIDE AND INSTALL ELECTRIC UTILITY SERVICE EQUIPMENT 120/240 (100 AMP)	EACH	300
842502	PROVIDE AND INSTALL ELECTRIC UTILITY SERVICE EQUIPMENT 120/240 (200 AMP)	EACH	15
842504	PROVIDE AND INSTALL ADDITIONAL DISCONNECT SWITCH	EACH	60
830002	CONDUIT JUNCTION WELL, TYPE 4, 20" X 42-1/2" PRECAST CONCRETE	EACH	150
830003	CONDUIT JUNCTION WELL, TYPE 5, 24" X 16" PRECAST CONCRETE	EACH	15
830004	CONDUIT JUNCTION WELL, TYPE 7, 36" X 60" PRECAST POLYMER CONCRETE	EACH	15
830008	ADJUST OR REPAIR EXISTING CONDUIT JUNCTION WELL	EACH	60
830009	RELOCATION OF EXISTING JUNCTION WELL	EACH	15
830011	PROVIDE AND INSTALL FRAME AND LID FOR JUNCTION WELL, TYPE 1	EACH	15
830012	PROVIDE AND INSTALL FRAME AND LID FOR JUNCTION WELL, TYPE 4	EACH	15
830013	PROVIDE AND INSTALL FRAME AND LID FOR JUNCTION WELL, TYPE 5	EACH	10

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830015	PROVIDE AND INSTALL PRECAST POLYMER COVER FOR JUNCTION WELL, TYPE 7	EACH	15
833001	BONDING AND GROUTING EXISTING JUNCTION WELL	EACH	150
201501	CLEARING AND GRUBBING	SY	3000
204000	TEST HOLE	CY	600
763655	PERFORMANCE AND PAYMENT BOND, SPECIAL	LS	1
802003	ARROW PANELS TYPE C	EADY	900
803001	PROVIDE AND MAINTAIN PORTABLE CHANGEABLE MESSAGE SIGN	EADY	1800
804001	PROVIDE AND MAINTAIN PORTABLE LIGHT ASSEMBLY (FLOOD LIGHTS)	EADY	700
805001	PLASTIC TRAFFIC CONTROL DRUMS	EADY	50500
806001	TRAFFIC OFFICERS	HOURL	1200
808002	PROVIDE AND MAINTAIN TRUCK MOUNTED ATTENUATOR, TYPE II	EADY	2250
808500	PROVIDE AND MAINTAIN STRAIGHT BOOM LIFT, UP TO 80', 4WD (HOURLY)	HOURL	180
808501	PROVIDE AND MAINTAIN STRAIGHT BOOM LIFT, UP TO 80', 4WD (DAILY)	EADY	300
810001	TEMPORARY WARNING SIGNS AND PLAQUES	EADY	22000
811001	FLAGGER, NEW CASTLE COUNTY	HOURL	21600
811002	FLAGGER, KENT COUNTY	HOURL	3500

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811003	FLAGGER, SUSSEX COUNTY	HOUR	700
811013	FLAGGER, NEW CASTLE COUNTY, OVERTIME	HOUR	150
811014	FLAGGER, KENT COUNTY, OVERTIME	HOUR	60
811015	FLAGGER, SUSSEX COUNTY, OVERTIME	HOUR	120
813001	TEMPORARY BARRICADES, TYPE III	LFDY	4500
813003	PEDESTRIAN CHANNELIZING BARRICADE SYSTEM	LFDY	1500
813501	TEMPORARY SIDEWALK, TYPE 2 (BOARDWALK)	LF	500
813502	RELOCATE TEMPORARY SIDEWALK - TYPE 2	LF	500
813503	TEMPORARY PEDESTRIAN PATHWAY	SY	600
833002	PROVIDE AND INSTALL GROUND ROD	EACH	100
834001	POLE BASE, TYPE 1	EACH	15
834002	POLE BASE, TYPE 2	EACH	15
834003	POLE BASE, TYPE 2A	EACH	15
834004	POLE BASE, TYPE 2B	EACH	15
834005	POLE BASE, TYPE 3	EACH	60
834006	POLE BASE, TYPE 3A	EACH	100
834007	POLE BASE, TYPE 3B	EACH	60

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834008	POLE BASE, TYPE 3C	EACH	30
834009	POLE BASE, TYPE 4A	EACH	175
834010	POLE BASE, TYPE 4B	EACH	100
834011	POLE BASE, TYPE 6	EACH	650
834012	POLE BASE, TYPE 6B	EACH	30
834013	POLE BASE EXTENSION	CF	60
834014	SHEETING FOR POLE BASE	EACH	60
836001	INSTALLATION OF STEEL POLE (EQUAL TO OR GREATER THAN 17 FEET AND LESS THAN 40 FEET)	EACH	100
836002	INSTALLATION OF STEEL POLE (EQUAL TO OR GREATER THAN 40 FEET)	EACH	100
836500	INSTALLATION OF STEEL MAST ARM POLE WITH SINGLE MAST ARM GREATER THAN 70'	EACH	30
836502	PROVIDE AND INSTALL PEDESTAL POLE	EACH	500
836504	INSTALLATION OF STEEL MAST ARM POLE WITH SINGLE OR TWIN MAST ARMS UP TO 60'	EACH	120