

STATE OF DELAWARE
DEPARTMENT OF TRANSPORTATION



BID PROPOSAL

CONTRACT T202211301

US 301 MEDIAN BARRIER

Advertisement Date: October 16, 2025

INCLUDED IN THIS DOCUMENT:

BID PROPOSAL:

*GENERAL DESCRIPTION
PROSPECTIVE BIDDER'S NOTES
GENERAL NOTICES
PREVAILING WAGES
SPECIAL PROVISIONS
STATEMENTS
SAMPLE AFFIDAVIT - CRAFT TRAINING
QUANTITY SHEET SUMMARY*

ADDITIONAL BID PROPOSAL ITEMS:

ATTACHED OR POSTED DOCUMENTS:

*PROJECT PLANS
QUESTIONS & ANSWERS (if posted)*

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

*DRUG TESTING AFFIDAVIT;
CERTIFICATION FORM;
BID BOND FORM;
CD FOR BID PRICE ENTRY & PRINTING*

This Bid Proposal and related documents can be viewed on bids.delaware.gov and, for subscribers 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, NOVEMBER 18, 2025

GENERAL DESCRIPTION

A. BIDS DUE: NOVEMBER 18, 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.

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.

NEW



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

B. PRE-BID MEETING: No

C. LOCATION: New Castle County

These improvements are more specifically shown on the Location Map(s) of the attached Plans.

D. DESCRIPTION: The improvements consist of furnishing all labor and materials for this project which includes approximately 3.15 miles of high-tension cable barrier and type 1-31 guardrail with a minimum 4-ft wide paved maintenance strip along sections of US 301 between SR 896 and SR 1. Follow other incidental construction in accordance with the location, notes and details shown on the plans, and as directed by the Engineer.

E. COMPLETION TIME: All work on this contract must be complete within 85 Calendar Days. Extensions of contract time due to weather are specified in the Standard Specifications Section 108.7F, weather days. It is estimated a Notice to Proceed is issued such that work starts on or about January 26, 2026.

F. SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, DELAWARE DEPARTMENT OF TRANSPORTATION, JANUARY 2025 apply to this Bid Proposal and Project. The Contractor shall make himself aware of any revisions and corrections and apply them to the applicable item(s) of this contract. The Standard Specifications can be viewed [here](#). Units of Measure can be found at 101.4.

G. ATTACHMENTS: Included as part of this Bid Proposal are; *Project Plans; Questions & Answers* (if posted); *Addenda* (if issued), *Referenced Documents, Documents Posted with this Bid Proposal*; and *Bid documents mailed to contractors*.

H. 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 the Website 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.

I. QUESTIONS: E-MAIL 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.

J. 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. Flaggers 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.

K. PROSPECTIVE BIDDERS NOTES:

1. CRAFT TRAINING REQUIREMENT ([29 Del. C. §6960A](#))

a) The awarded contractor must include a craft training program for each craft in the project if at the time the contractor executes the contract, all of the following apply:

1. This project requires prevailing wages.

2. The contractor employs 10 or more total employees.

3. This project is not a federal highway project (except for the US 301 project from the MD-DE state line to SR1).

4. There is an apprenticeship program for a craft in the project on the list provided by the [Delaware Department of Labor](#).

b) The awarded contractor must commit that all subcontractors provide craft training if the above applies to the subcontractor.

c) The contractor must satisfy the craft training requirement before the contract is executed. A contractor or subcontractor may satisfy the craft training requirement by doing any of the following for each craft required:

1. Having at least 1 active apprentice in a craft training program for the craft.

2. Having at least 1 active apprentice who completes a craft training program for the craft within the 6 months before the date the contract was executed.

3. Being a member of a consortium that provides craft training for the craft and all of the following apply to the craft training program for the craft:

(a). The consortium requires a regular financial contribution.

(b). The contractor or subcontractor has access to the craft training program.

(c). There is at least 1 active apprentice in the craft training program.

4. Making a payment under paragraph (e) of this section.

d) The craft training program under above paragraphs c)1. and c)2. may be provided by the contractor or subcontractor or through agreement with another entity.

The active apprentice under paragraphs c)1. and c)2. does not have to work on this project.

e) A contractor or subcontractor may satisfy the craft training requirement by making a payment in the amount established under § 204 of Title 19, for the craft into the Apprenticeship and Training Fund of the Department Labor. For each calendar year, a contractor or subcontractor satisfies the craft training requirement for all contracts executed during that year when payments made after January 1 equal the following amounts:

1. For employers with 10 through 25 employees, payments that total \$10,000.
2. For employers with more than 25 employees, payments that total \$20,000.

f) **PENALTY**: If the successful bidder fails to comply with the Craft Training Requirements:

1. The contractor must pay the amount of the payment required under paragraph e) above to the Apprenticeship and Training Fund.
 2. An amount that does not exceed 10 percent of the payment under paragraph f)1. of this section.
 3. A penalty assessed under paragraph f)1. may be fully or partially remitted or refunded by the agency awarding the contract only if the contractor establishes compliance within 60 days of the notice of the penalty. A claim for remission or refund of a penalty may only be granted if an application for the remission or refund is filed within 1 year of the notice of the penalty.
 4. Any contractor or subcontractor who fails to provide required craft training under 29 Del. C. § 6960A may be subject to suspension or debarment.
- 2. BIDDERS MUST BE REGISTERED** with DelDOT in order to submit a bid. Registrations are now completed online through SimpliGov. To complete registration or for more information, click [here](#).
- 3. 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.
- 4. 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.
- 5. DRUG TESTING** - Regulation 4104; The state Office of Management and Budget has developed regulations that require Contractors and Subcontractors to implement a program of mandatory drug testing for Employees who work on Large Public Works Contracts funded all or in part with public funds pursuant to 29 Del.C. §6908(a)(6). **Refer to the full requirements at the following link:**
<http://regulations.delaware.gov/register/december2017/final/21%20DE%20Reg%20503%2012-01-17.htm>
- 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.
- 6. 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.
- 7. NO RETAINAGE** will be withheld on this contract unless through the Performance-Based Rating System.
- 8. 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.

9. DELAWARE BUSINESS LICENSE; a copy of your firm's Business License must be submitted with your bid.

10. FLATWORK CONCRETE TECHNICIAN CERTIFICATION TRAINING:

Section 501.3, 503.3, 505.3, 610.3, 701.3 and 702.3 of the 2025 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. 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.

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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/>.

SPECIFICATIONS :

The Delaware specifications entitled "*Standard Specifications for Road and Bridge Construction January, 2025*", hereinafter referred to as the *Standard Specifications*; and *Revisions* to the Standard Specifications effective as of the advertisement date of this Bid Proposal and hereby included by reference; the *Special Provisions*; *Notes on the Plans*; this *Bid Proposal* including referenced documents; any *Addenda* thereto; and any posted *Questions and Answers*; 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](#).

PREFERENCE FOR DELAWARE LABOR:

Delaware Code, Title 29, Chapter 69, Section 6962, Paragraph (d), Subsection (4)b: "In the construction of all public works for the State or any political subdivision thereof, or by firms contracting with the State or any political subdivision thereof, preference in employment of laborers, workmen or mechanics shall be given to bona fide legal citizens of the State who have established citizenship by residence of at least 90 days in the State. Each public works contract for the construction of public works for the State or any political subdivision thereof shall contain a stipulation that any person, company or corporation who violates this section shall pay a penalty to the Secretary of Finance equal to the amount of compensation paid to any person in violation of this section."

EQUALITY OF EMPLOYMENT OPPORTUNITY ON PUBLIC WORKS :

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

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

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

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

TAX CLEARANCE :

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

LICENSE :

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

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

- (b) No agency shall accept a proposal for a public works contract unless such contractor has provided a proper and current copy of its occupational and/or business license, as required by Title 30, to such agency.
- (c) Any contractor that enters a public works contract must provide to the agency to which it is contracting, within 30 days of entering such public works contract, copies of all occupational and business licenses of subcontractors and/or independent contractors that will perform work for such public works contract. However, if a subcontractor or independent contractor is hired or contracted more than 20 days after the contractor entered the public works contract the occupational or business license of such subcontractor or independent contractor shall be provided to the agency within 10 days of being contracted or hired.

DIFFERING SITE CONDITIONS:

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

Differing site conditions: During the progress of the work, if subsurface or latent physical conditions are encountered at the site differing materially from those indicated in the contract 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.

RIGHT TO AUDIT

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

PREVAILING WAGES

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

REQUIREMENT BY DELAWARE 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 [Delaware] 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."

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

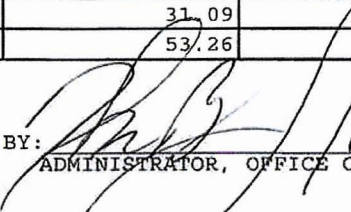
Mailing Address:
 252 Chapman Road
 Suite 210
 Newark, DE 19702

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

PREVAILING WAGES FOR HIGHWAY CONSTRUCTION EFFECTIVE MARCH 14, 2025

CLASSIFICATION	NEW CASTLE	KENT	SUSSEX
BRICKLAYERS	66.79	66.79	71.09
CARPENTERS	67.79	62.56	50.80
CEMENT FINISHERS	72.72	44.60	45.46
ELECTRICAL LINE WORKERS	36.72	59.33	29.04
ELECTRICIANS	83.92	83.92	83.92
IRON WORKERS	89.37	32.59	34.62
LABORERS	56.58	52.08	51.11
MILLWRIGHTS	22.01	21.36	18.46
PAINTERS	83.14	83.14	83.14
PILEDRIVERS	98.33	32.46	91.23
POWER EQUIPMENT OPERATORS	84.74	54.11	49.57
SHEET METAL WORKERS	31.09	27.76	25.12
TRUCK DRIVERS	53.26	38.59	46.99

CERTIFIED: 9/26/2025

BY:  / For Fran Chudzik
 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: T202211301 US 301 MEDIAN BARRIER NEW CASTLE, New Castle County



Contract T202211301
US 301 MEDIAN BARRIER

SPECIAL PROVISIONS

S.P. Code	SPECIAL PROVISION DESCRIPTION
401502-25	ASPHALT CEMENT COST ADJUSTMENT
401699-25	QUALITY CONTROL/QUALITY ASSURANCE OF BITUMINOUS CONCRETE
763501-25	CONSTRUCTION ENGINEERING
763520-25	ELECTRONIC TICKETING
806500-25	TRAFFIC OFFICERS

401502 - ASPHALT CEMENT COST ADJUSTMENT

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

The Delaware Posted Asphalt Cement Price will be issued monthly by the Department and will be the industry posted price for Asphalt Cement, F.O.B. Philadelphia, Pennsylvania. The link for the posting is https://deldot.gov/Business/bids/index.shtml?dc=asphalt_cement_english.

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

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

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

If the mix was not inspected and no QA/QC pay sheet was generated, then the asphalt percentage will be obtained from the job mix formula for that mix ID. The asphalt percentage eligible for cost adjustment shall only be the virgin asphalt cement added to the mix.

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

The Asphalt cement cost adjustment will be calculated on grade PG 64-22 asphalt regardless of the actual grade of asphalt used.

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

Contract No. T202211301

NOTE:

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

12/14/2020

401699 - QUALITY CONTROL/QUALITY ASSURANCE OF BITUMINOUS CONCRETE

.01 Description

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

.02 Bituminous Concrete Production – Quality Acceptance

(a) Material Production - Tests and Evaluations.

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

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

The first sample of the production day will be randomly generated by the Engineer between loads 0 and 12 (0-250 tons). Subsequent samples will be randomly generated by the Engineer on 500-ton sub-lots for the production day. Samples not retrieved in accordance with the Contractor's QC plan will be deemed unacceptable and may be a

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basis for rejection of material produced. Parallel tests or dispute resolution tests will only be performed on material captured at the same time and location as the acceptance test sample. Parallel test samples or Dispute Resolution samples will be created by splitting a large sample or obtaining multiple samples that equally represent the material. The Engineer will perform all splitting and handling of material after it is obtained by the Contractor.

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

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

The target size of sub-lots within each lot, except for the first sample of the production day, is equal-sized 500 ton sub lots and will be based upon anticipated production, however, more or fewer sublots, with differing sizes, may result due to the production schedule and conditions. If the actual production is less than anticipated, and it's determined a sample will not be obtained (based upon the anticipated tonnage), a new sample location will be determined on a statistically random, unbiased basis based upon the new actual production. If the actual production is going to be 50 tons or greater over the anticipated sub lot production, a new sample location will be determined on a statistically random, unbiased basis based upon the new actual production. The Engineer will combine the evaluation and test results for all of the applicable sublots in order to evaluate each individual lot.

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

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

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

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

(b) Pavement Construction - Tests and Evaluations.

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

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

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

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

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material production lot. The compaction results will be combined with the material results to obtain a payment for this item.

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

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

Testing locations will be a minimum of 1.0 feet from the newly placed longitudinal joint and 50 feet from a new transverse joint. Cut one six (6) inch diameter core through the full lift depth at the exact location marked by the Engineer. Cores submitted that are not from the location designated by the Engineer will not be tested and will be paid at zero pay. Notify the Engineer prior to starting paving operations with approximate tonnage to be placed. The Contractor is then responsible for notifying the appropriate Engineer test personnel within 12 hours of material placement. The Engineer will mark core locations within 24 hours of notification. After determination of locations, the Contractor shall complete testing within two operational days of the locations being marked. If the cores are not cut within two operational days, the area in question will be paid at zero pay for compaction testing.

Provide any traffic control required for the structural number investigation, sampling, and testing work at no additional cost to the Department. Commence coring of the pavement after the pavement has cooled to a temperature of 140°F or less. Cut each core with care in order to prevent damaging the core. Damaged cores will not be tested. Label each core with contract number, date of construction, and number XX of XX upon removal from the roadway. Place cores in a 6-inch diameter plastic concrete cylinder mold or approved substitute for protection. Separate cores in the same cylinder mold with paper. Attach a completed QC test record for the represented area with the corresponding cores. The Engineer will also complete a test record for areas tested for the QA report and provide to Materials & Research. Deliver the cores to the Engineer for testing, processing, and report distribution at the end of each production day. Repair core holes per Appendix A, Repairing Core Holes in Bituminous Asphalt Pavements. Core holes shall be filled immediately. Failure to repair core holes at the time of coring will result in zero pay for compaction testing for the area in question.

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

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

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

.03 Payment and Pay Adjustment Factors

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

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

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

(a) Material Production - Pay Adjustment.

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

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

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

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

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

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

$$PWL = PU + PL - 100.$$
- Calculate each parameter’s contribution to the payment adjustment by multiplying its PWL by the weight factor shown in Table 2 for that parameter.
- Add the calculated adjustments of all the parameters together to determine the Composite PWL for the lot.
- From Table 4, locate the value of the Pay Adjustment Factor corresponding to the calculated PWL. When all properties of a single test are within the single test tolerance of Table 2, Pay Adjustment factors shall be determined by Column B. When any property of a single test is outside of the Single

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Test Tolerance parameters defined in Table 2, the Material Pay Adjustment factor shall be determined by Column C.

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

Final Material Pay Adjustment =

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

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

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

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

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

Table 3 B Quality Level Analysis by the Standard Deviation Method							
PU or PL	QU and QL for An@ Samples						
	n = 3	n = 4	n = 5	n = 6	n = 7	n = 8	n = 9
100	1.16	1.50	1.79	2.03	2.23	2.39	2.53
99	-	1.47	1.67	1.80	1.89	1.95	2.00
98	1.15	1.44	1.60	1.70	1.76	1.81	1.84
97	-	1.41	1.54	1.62	1.67	1.70	1.72
96	1.14	1.38	1.49	1.55	1.59	1.61	1.63
95	-	1.35	1.44	1.49	1.52	1.54	1.55
94	1.13	1.32	1.39	1.43	1.46	1.47	1.48
93	-	1.29	1.35	1.38	1.40	1.41	1.42
92	1.12	1.26	1.31	1.33	1.35	1.36	1.36
91	1.11	1.23	1.27	1.29	1.30	1.30	1.31
90	1.10	1.20	1.23	1.24	1.25	1.25	1.26
89	1.09	1.17	1.19	1.20	1.20	1.21	1.21
88	1.07	1.14	1.15	1.16	1.16	1.16	1.17
87	1.06	1.11	1.12	1.12	1.12	1.12	1.12
86	1.04	1.08	1.08	1.08	1.08	1.08	1.08
85	1.03	1.05	1.05	1.04	1.04	1.04	1.04

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84	1.01	1.02	1.01	1.01	1.00	1.00	1.00
83	1.00	0.99	0.98	0.97	0.97	0.96	0.96
82	0.97	0.96	0.95	0.94	0.93	0.93	0.93
81	0.96	0.93	0.91	0.90	0.90	0.89	0.89
80	0.93	0.90	0.88	0.87	0.86	0.86	0.86
79	0.91	0.87	0.85	0.84	0.83	0.82	0.82
78	0.89	0.84	0.82	0.80	0.80	0.79	0.79
77	0.87	0.81	0.78	0.77	0.76	0.76	0.76
76	0.84	0.78	0.75	0.74	0.73	0.73	0.72
75	0.82	0.75	0.72	0.71	0.70	0.70	0.69
74	0.79	0.72	0.69	0.68	0.67	0.66	0.66
73	0.75	0.69	0.66	0.65	0.64	0.63	0.63
72	0.74	0.66	0.63	0.62	0.61	0.60	0.60
71	0.71	0.63	0.60	0.59	0.58	0.57	0.57
70	0.68	0.60	0.57	0.56	0.55	0.55	0.54
69	0.65	0.57	0.54	0.53	0.52	0.52	0.51
68	0.62	0.54	0.51	0.50	0.49	0.49	0.48
67	0.59	0.51	0.47	0.47	0.46	0.46	0.46

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66	0.56	0.48	0.45	0.44	0.44	0.43	0.43
65	0.52	0.45	0.43	0.41	0.41	0.40	0.40
64	0.49	0.42	0.40	0.39	0.38	0.38	0.37
63	0.46	0.39	0.37	0.36	0.35	0.35	0.35
62	0.43	0.36	0.34	0.33	0.32	0.32	0.32

Table 3 B Quality Level Analysis by the Standard Deviation Method

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

Table 4 - PWL Pay Adjustment Factors

PWL	Pay Adjustment Factor (%) Column B	Pay Adjustment Factor (%) Column C
100	+5	0
99	+4	-1
98	+3	-2
97	+2	-3
96	+1	-4

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

(b) Pavement Construction - Pay Adjustments.

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

- Degree of compaction of the in-place material

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

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

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Table 5: Compaction Price Adjustment Highway Locations		
Degree of Compaction (%)	Range	Pay Adjustment Factor (%)
>= 97.0	>= 96.75	-100*
96.5	96.26 – 96.74	-5
96.0	95.75 – 96.25	-3
95.5	95.26 – 95.74	-2
95.0	94.75 – 95.25	0
94.5	94.26 – 94.74	0
94.0	93.75 – 94.25	1
93.5	93.26 – 93.74	3
93.0	92.75 – 93.25	5
92.5	92.26 – 92.74	3
92.0	91.75 – 92.25	0
91.5	91.26 – 91.74	0
91.0	90.75 – 91.25	-5
90.5	90.26 – 90.74	-15
90.0	89.75 – 90.25	-20
89.5	89.26 – 89.74	-25
89.0	88.75 – 89.25	-30
88.5	88.26 – 88.74	-50
=<88.0	=<88.25	-100*

* or remove and replace it at Engineer's discretion

Table 5A: Compaction Price Adjustment Other¹ Locations		
Degree of Compaction	Range	Pay Adjustment Factor (%)
>= 97.0	>= 96.75	-100*
96.5	96.26 – 96.74	-5
96.0	95.75 – 96.25	-3
95.5	95.26 – 95.74	-2
95.0	94.75 – 95.25	0
94.5	94.26 – 94.74	0
94.0	93.75 – 94.25	0
93.5	93.26 – 93.74	1
93.0	92.75 – 93.25	3

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92.5	92.26 – 92.74	1
92.0	91.75 – 92.25	0
91.5	91.26 – 91.74	0
91.0	90.75 – 91.25	0
90.5	90.26 – 90.74	0
90.0	89.75 – 90.25	0
89.5	89.26 – 89.74	0
89.0	88.75 – 89.25	-1
88.5	88.26 – 88.74	-3
88.0	87.75 – 88.25	-5
87.5	87.26 – 87.74	-10
87.0	86.75 – 87.25	-15
86.5	86.26 – 86.74	-20
86.0	85.75 – 86.25	-25
85.5	85.26 – 85.74	-30
85.0	84.75 – 85.25	-40
84.5	84.26 – 84.74	-50
=< 84.0	=<84.25	-100*

* or remove and replace at Engineer's discretion

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

.04 Dispute Resolution

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

Third party resolution testing can be performed at either another Contractor's laboratory, the Engineer's laboratory, or an independent accredited laboratory. Unless otherwise mutually agreed upon by DAPA and the Engineer, the Engineer's qualified laboratory in Dover and qualified personnel shall conduct the necessary testing for third party Dispute Resolution after the Engineer has provided reasonable notice to allow the Contractor to witness this testing. When disputes over production testing occur, the samples used for Dispute Resolution testing will be those samples the properly captured, labeled, and stored, as described in the second paragraph of the section of these

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specifications titled **.02 Acceptance Plan, (a) Material Production - Tests and Evaluations**. If no samples are available, the original testing results will be used for payment calculations.

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

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

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

Appendix A - Repairing Core Holes in Bituminous Asphalt Pavement

Description.

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

Materials and Equipment.

The following material shall be available to complete this work:

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

The following equipment shall be available to complete this work:

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

Construction Method.

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

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

Performance Requirements.

The Engineer will judge the patch on the following basis:

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

Basis of Payment.

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

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

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

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

Structural Number Calculations

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

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

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

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

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For the Type C lift the calculation would be:

Newly Placed B	$2.25 * 0.4$	=	0.90
Existing HMA	$2 * 0.32$	=	0.64
GABC	$7 * 0.14$	=	0.98
			<u>2.52</u>

11/3/20

763501 - CONSTRUCTION ENGINEERING

763597 – UTILITY CONSTRUCTION ENGINEERING

DESCRIPTION:

- A. This work consists of construction lay out. Subsection 105.10 Construction Stakes, Lines and Grades will be replaced by this spec.
- B. The Department will only establish the following:
 - 1. Original and final cross-sections for borrow pits.
 - 2. Final cross-sections:
 - a. Top and bottom pay limit elevations for all excavation bid items that are not field measured by construction inspection personnel.
 - b. The contractor shall notify the engineer when these pay limit elevations are ready and allow for a minimum of two calendar days for the engineer to obtain the information.
 - 3. Line and grade for extra work added on to the Plans.
- C. When applicable, this work will also consist of providing construction and right-of-way/easement information to utility companies performing work (as defined in the Utility Statement) within the LOC.

MATERIALS:

Not applicable.

CONSTRUCTION METHODS:

- A. Equipment
 - 1. Use and provide written certification that the equipment/instrument has been calibrated and is within manufacturer's tolerance. The certification shall be dated a maximum of 9-months before the start of construction. Renew the certification a minimum of every 9-months. The equipment/instrument shall have a minimum measuring accuracy of [3mm+2ppmxD] and an angle accuracy of up to 2.0-arc-seconds or 0.6-milligons.
 - 2. If the use of GPS technology in construction stakeout is chosen, provide the engineer with a GPS rover and automatic level for the duration of the contract. The GPS rover must be in good working condition and of similar make and model. Provide formal training on the GPS system being used to a maximum of 4, of the engineer's appointees. The formal training must be up to 8-hours or to the satisfaction of the engineer. At the end of the contract, the engineer will return the GPS rover. If any of the equipment/instruments are found to be out of adjustment or inadequate to perform its function, they shall be immediately replaced to the satisfaction of the engineer.

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3. Choosing to use GPS technology does not give the authority to use machine control. Construction Engineering (GPS) Machine Control Grading shall only be used if noted in the contract outlining the available files that will be provided and "the Release for delivery of documents in electronic form to a contractor" are signed by all parties prior to delivery of any electronic files. Only files designated in the contract shall be provided. If machine control grading is allowed on the project, see the machine control section of this specification. GPS technology and machine control technology shall not be used in the construction of bridges.

B. Engineering/Survey Staff

1. Provide and have available an adequate engineering staff that is competent and experienced to set lines, grades, and compatibility with the scope of the project. Additionally, employ an engineer or surveyor, licensed in the State of Delaware, to be responsible for the quality and accuracy of the work done by the engineering staff. When individuals or firms other than the contractor perform any professional services under this item, that work shall not be subject to the subcontracting requirements of Section 108.1. Assume full responsibility for any errors and/or omissions in the work of the engineering staff.

C. Performance Requirements

1. Construction Engineering shall include establishing:
 - a. the survey points and survey centerlines;
 - b. finding, referencing, offsetting the project control points;
 - c. running a horizontal and vertical circuit to verify the precision of given control points.
2. Establishing plan coordinates and elevation marks for:
 - a. culverts,
 - b. slopes,
 - c. subbase,
 - d. subsurface drains,
 - e. paving,
 - f. subgrade,
 - g. retaining walls,
 - h. any other stakes required for control lines and grades.
3. Setting vertical control elevations for:
 - a. footings,
 - b. caps,
 - c. bridge seats and deck screed.
4. Preserve the Department's project control points and benchmarks. Establish and preserve any temporary control points (traverse points or benchmarks) needed for construction. Any project control points (traverse points) or benchmarks conflicting with construction of the project shall be relocated. Replace any or all stakes that are destroyed at any time during the life of the contract as directed by the engineer. Re-establish

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centerline points and stationing prior to final cross-sections by the engineer. The vertical control error of closure shall not exceed 0.035-feet. The horizontal control precision ratio shall have a minimum precision of 1:20,000 feet of distance traversed prior to adjustment.

5. Perform construction centerline layout of all roadways, ramps, connections, and driveways from project control points set by the engineer. Use the profiles and typical sections provided in the plans shall calculate proposed grades at the edge of pavement or verify information shown on the Plans.
6. Advise the engineer of any horizontal or vertical alignment revisions needed to establish smooth transitions to existing facilities. Immediately bring to the attention of the engineer any potential drainage problem within the project limits. The engineer must approve any proposed variation in profile, width, or cross slope.
7. Establish the working points at centerlines of bearings on bridge abutments and on piers, mark the location of anchor bolts to be installed, check the elevation of bearing surfaces before and after they are ground, and set anchor bolts at their exact elevation and alignment in accordance with the contract. Before completion of the fabrication of beams for bridge superstructures, verify the locations, both vertically and horizontally, of all bearings and assume full responsibility for fabricated beams fitting and bearing as constructed. After beam erection and concurrently with the Department project surveyors or their designated representative, survey top of beam elevations at a maximum of 10-foot stations and compute screed grades. Submit the beam elevations to the engineer for review and approval before the stay-in-place forms are set. Construction stakes and other reference control marks shall be set at intervals as established by the engineer to assure that all components of the structure are constructed in accordance with the lines and grades shown on the plans. Take full responsibility for all structure alignment control, grade control and all necessary calculations to establish and set these controls.
8. Investigate proposed construction for possible conflicts with existing and proposed utilities. Report any conflicts to the engineer for resolution.
9. Stake all sidewalk and curb ramp grades in accordance with the contract. Review the stakeout with the engineer prior to construction. The engineer must approve any deviation from the Contract in writing.
10. Stake all drainage inlets in accordance with the Contract. The offsets and top of grate elevations need to be calculated for each type of drainage inlet specified in the contract in order to line up the drainage inlet's flow line with the specified curb or ditch flow line as shown in the contract. The engineer must approve any deviations from the Contract in writing.
11. If wetland areas are involved and specifically defined on the plans the following shall apply:
 - a. Do not enter, damage, or destroy wetland areas, which exist beyond the LOC. These provisions will be strictly enforced, and all personnel shall understand the importance of these provisions.
 - b. Delineate wetlands at the LOC throughout the entire project, before any clearing operations commence as shown on the plans to the satisfaction of the engineer.

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- c. Use orange vinyl flagging material with "Wetland Boundary" printed on the flagging. In wooded areas, tie the flagging on the trees, at approximate 20-foot intervals through wetland areas. In open field and yard areas that have been identified as wetlands, drive 6-foot posts into the ground at approximate 50-foot intervals and tie with the flagging. The flagging shall extend approximately 12-inches in length beyond the post. Use oak posts with cross sectional dimensions of 1 1/2-inches to 2-inches by 1 1/2-inches to 2-inches or 1/4-inch rebar.
 - d. If the flagging has been destroyed and the engineer determines that its use is still required, reflag the area. Flagging shall be replaced within 48-hours of notification that replacement is needed. After 48-hours the engineer may proceed to have the area reflagged.
 - e. Remove all posts and flagging at Project acceptance.
 - f. Assume any responsibility for any damages to wetlands located beyond the LOC, which occurs from his/her operations during the life of the contract. Restore all temporarily disturbed wetland areas to their preconstruction conditions.
12. Whenever the engineer will be recording data for establishment of pay limits, the Contractor will be invited to obtain the data jointly with the engineer's survey crew(s) in order to agree with the information. If the Contractor's representative is not able to obtain the same data, then the information obtained by the engineer shall be considered the information to be used in computing the quantities in question.

D. Submittals

- 1. All computations, survey notes, electronic files, and other records necessary to accomplish the work shall be preserved and made available to the Department in a neat and organized manner at any time as directed by the engineer. The engineer may check all or any portion of the stakeout survey work or notes and any necessary correction to the work shall be made as soon as possible. Provide the engineer with such assistance as may be required for checking all lines, grades, and measurements necessary for the execution of the work. Checking by the engineer shall not relieve responsibility for the accuracy or completeness of the work. Copies of all notes must be provided to the engineer at the completion of the Project.
- 2. Submit any of the following at the engineer's request:
 - a. Proposed method of recording information in field books to ensure clarity and adequacy.
 - b. A printout of horizontal control verification, as well as coordinates, differences, and error of closure for all reestablished or temporary control points.
 - c. A printout of vertical control verification, with benchmark location elevation and differences from plan elevation.
 - d. Sketch of location of newly referenced horizontal control, with text printout of coordinates, method of reference and field notes associated with referencing control - traverse closure report.
 - e. Description of newly established benchmarks with location, elevation, and closed loop survey field notes - bench closure report
 - f. All updated electronic and manuscript survey records.

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- g. Stakeout plan for each structure and culvert.
- h. Computations for buildups over beams, screed grades, and overhang form elevations.
- i. A report showing differences between supplied baseline coordinates and field obtained coordinates, including a list of preliminary input data.
- j. Any proposed plan alteration to rectify a construction stakeout error, including design calculations, narrative and sealed drawings.
- k. Baseline for each borrows pit location.
- l. Detailed sketch of proposed overhead ground mounted signs or signals showing obstructions that may interfere with their installation.
- m. Copies of cut sheets.

E. Machine Control Grading

- 1. Machine control grading to be used on the project if authorized by the engineer.
- 2. Use of this procedure and equipment is intended for grading the subgrade surface; it is not intended for the use in constructing final surface grades.
- 3. Materials:
 - a. Provide all equipment required to perform GPS machine control grading, including equipment needed by to verify the work to the engineer.
 - b. Use manufacturer's GPS machine control equipment and system to achieve the grading requirements in accordance with the Contract.
- 4. Construction
 - a. Convert the electronic data provided by the Department into the format required for the equipment.
 - b. The Department will provide no additional electronic data.
 - c. Perform at least one 500-foot test section with the selected GPS system to demonstrate the capabilities, knowledge, equipment, and experience to properly operate the system and meet acceptable tolerances. The engineer will evaluate and make the determination as to whether additional 500-foot test sections are required. Failure to demonstrate this ability to the satisfaction of the engineer, construct the project using conventional surveying and staking methods.
 - d. DelDOT Responsibilities:
 - i. The Department will set initial vertical and horizontal control points in the field for the project as indicated in the contract.
 - ii. The Department will provide the project specific localized coordinate system.
 - iii. The Department may provide data in an electronic format as indicated in the general notes.
 - (1.) The information provided shall not be considered a representation of actual conditions to be encountered during construction. Providing this information does not relieve the responsibility of making an investigation of conditions to be encountered. This includes site visits and basing the bid on information obtained from these investigations, and the professional interpretations

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and judgments of the Contractor.

- (2.) The Department will develop and provide electronic data for use as part of the Contract in the format as indicated in the Plans.
- iv. The Department will provide the following electronic files:
 - (1.) ASCII data files with coordinates and elevations for proposed points as selected by the engineer.
 - (2.) Existing digital terrain model in .dtm file format compatible with software currently used by the Department.
 - (3.) Proposed digital terrain model in .dtm file format compatible with software currently used by the Department.
 - (4.) Design file in .dgn file format, that contains 3D features lines for the proposed design, 3D feature lines are for the proposed top surface elevation only.
- v. The engineer will perform spot checks of the machine control grading results, surveying calculations, records, field procedures, and actual staking. If the work is not being performed in a manner that will assure accurate results, the engineer may order the work to be redone to the requirements of the contract. The engineer may also require the use of conventional surveying and staking.
- e. Contractor's responsibilities:
 - i. No less than 2-weeks before the scheduled preconstruction meeting, submit to the engineer for review a written machine control grading work plan which shall include the equipment type, control software manufacturer and version, and proposed location of the local GPS base station used for broadcasting differential correction data to rover units.
 - ii. If the need to establish new control points, traverse from existing control points and verify to be accurate by conventional surveying techniques.
 - iii. Assume all risks and liabilities of any assumptions or manipulations marked from the electronic information provided or if chosen to develop a separate digital terrain model.
 - iv. Ensure that the electronic data provided will function in their machine control grading system.
 - v. Provide the engineer with a GPS rover and Automatic Level, for use during the duration of the contract. At the end of the contract, the GPS rover and Automatic Level will be returned. Provide a total of 8-hours of formal training on the GPS machine control system to the engineer and up to 3 additional Department appointees per rover.
 - vi. Review and apply the data provided by the Department to perform GPS machine control grading.
 - vii. Convert the electronic data provided by the Department into a format compatible with their system.
 - viii. At the beginning of each work day check and if necessary, recalibrate the GPS machine control system in accordance with the manufacturer's recommendations, or more frequently as needed to meet the requirements of the project.

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- ix. Meet the accuracy requirements as detailed per the Department's standards.
- x. Establish secondary control points at appropriate intervals and at locations along the length of the project. These points shall be outside the project limits and/or where work is performed. These points shall not to exceed 1000-foot intervals. The horizontal position of these points shall be determined by conventional survey traverse and adjustments from the original baseline control points. The conventional traverse shall meet or exceed the Department's Standards. The elevation of these control points shall be established using differential leveling from the project benchmarks, forming a closed loop. A copy of all new control point information including closure report shall be provided and approved by the engineer prior to construction activities. Assume responsibility for all errors resulting from these efforts and correct deficiencies to the satisfaction of the engineer.
- xi. Provide stakes at all alignment control points, at every 500-foot stationing, and where required for coordination activities involving environmental agencies and utility companies.
- xii. Set hubs, at a minimum of 500-foot intervals, at the top of finished grade at all hinge points on the cross section on the main line and at least 4 cross sections on side roads and ramps as directed by the engineer or as shown on the plans. Placement of a minimum of 4 control points outside the limits of disturbance for the excavation of borrow pits, Stormwater Management Ponds, and wetland mitigation sites. These control points shall be established using conventional survey methods for use by the engineer to check the accuracy of the construction.
- xiii. Preserve all reference points and monuments that are identified and established by the engineer for the Project.
- xiv. Provide control points and conventional grades stakes at critical points such as, PC's, PT's, superelevation points, and other critical points required for the construction of drainage and roadway structures.
- xv. Follow the guidelines set forth in the "Geometric Geodetic Accuracy Standards and Specifications for Using GPS Relative Positioning Techniques" and follow a minimum of Second Order Class 1, (2-I) classification standards.
- xvi. Automated equipment operations have a high reliance on accurate control networks from which to take measurements, establish positions, and verify locations and features. Therefore, a strong contract control network in the field which is the same or is strongly integrated with the project control used during the design of the contract is essential to the successful use of this technology with the proposed Digital Terrain Model (DTM). Consistent and well designed site calibration for all machine control operations are required to ensure the quality of the contract deliverables. The Contract Control Plan is intended to document which horizontal and vertical control will be held for these operations. Continued incorporation of the Base Station(s) as identified in the Contract Control Plan is essential to maintaining the integrity of positional locations and elevations of features. The Contract Control Plan shall be submitted to the Department for review and approval

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by the Departments Survey Section 3 weeks prior to the start of any machine control work. Operate and maintain all elements of the Machine Grade Control continuously once the operations begin until otherwise approved by the engineer.

5. Contract Control Plan:

- a. Develop and submit a Contract Control Plan for use of Machine Control Grading. Contract control includes all primary and secondary horizontal and vertical control which will be used for the construction contract. Upon the completion of the initial survey reconnaissance and control verification, but prior to beginning primary field operations, submit a Contract Control Plan document. The Contract Control plan shall be signed and sealed by a Delaware licensed Land Surveyor or Delaware Professional Engineer who oversees its preparation for acceptance by the engineer. The plan shall include the following:
 - i. A control network diagram of all existing horizontal and vertical control recovered in the field as contract control.
 - ii. Include a summary of the calculated closures of the existing control network, and which control has been determined to have been disturbed or out of tolerance from its original positioning.
 - iii. An explanation of which horizontal and vertical control points will be held for construction purposes. If necessary, include all adjustments which may have been made to achieve required closures.
 - iv. An explanation of what horizontal and vertical control (including base stations) was set to accomplish the required stakeout or automated machine operation. Include how the position of these new control points was determined.
 - v. Describe the proposed method and technique (technology and quality control) for utilizing the control to establish the existing and/or proposed feature location and to verify the completed feature location and/or measured quantity.
 - vi. A listing of the horizontal and vertical datums to be used and the combined factor to be used to account for ellipsoidal reduction factor and grid scale factor.
 - vii. If chosen to use machine control as a method of measuring and controlling excavation, fill, material placement or grading operations as a method of measuring and controlling excavation, fill, material placement or grading operations, the Control Plan shall include the method by which the automated machine guidance system will initially be site calibrated to both the horizontal and vertical contract control, and shall describe the method and frequency of the calibration to ensure consistent positional results.

F. Utility construction methods:

1. The engineer must approve all requests for Utility Construction Engineering before the work begins.
2. Instruct utility companies to submit their requests to the engineer. The engineer will decide if the requested work meets the criteria for Utility Construction Engineering or is normal Construction Engineering and

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pass the requests along with the decision.

3. The survey crew size shall be adequate to efficiently perform the work required and must be approved by the engineer.
4. Work covered under Utility Construction Engineering will fall into two categories:
 - a. Engineering/surveying work that is not necessary for construction of the Project, staking the clear zone line, providing cut/fill grades at proposed utility pole locations, staking back of drainage structures, and staking right-of-way lines where construction of the Project (exclusive of utilities) is within the right-of-way.
 - b. Engineering/surveying work that is necessary for construction but must be provided for utility companies well in advance of the need and will likely need to be redone later, as determined by the engineer. This can be any of the Construction Engineering work that when done early cannot be expected to remain undisturbed until needed for construction of the Project (non-utility).

METHOD OF MEASUREMENT:

- A. The Department will not measure construction engineering.
- B. The Department will measure the quantity of utility construction engineering as the number of hours the survey crew is in the field actively engaged in utility construction engineering work.

BASIS OF PAYMENT:

- A. The Department will pay the lump sum unit bid price for this work. Price and payment constitute full compensation for:
 1. the work associated with construction engineering;
 2. providing all equipment and instruments;
 3. providing and placing stakes;
 4. flagging and any reflagging;
 5. reconstruction of work;
 6. all costs related to the development of separate digital terrain model;
 7. reestablishing reference points; and
 8. wetland restoration.
- B. The Department will pay for utility construction engineering at the contract unit price per hour actively engaged in performing the work. Price and payment will constitute full compensation for:
 1. Office work;
 2. providing all labor;
 3. equipment;
 4. instruments;
 5. stakes; and
 6. other materials necessary to complete the Work.

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- C. The Department will make monthly payment in proportion to the amount of work done as determined by the engineer.
- D. The Department will not make any adjustment in payment for any issues with equipment to operate the GPS machine control system for any construction items or be justification for granting contract time extension.
- E. The Department will not make any consideration for any extension of Contract Time or additional compensation due to delays, corrective work, or additional work that may result from faulty and erroneous construction stakeout, surveying, and engineering required.
- F. The Department will not make any adjustments for all liability, costs, or delays if the Contractor chooses to develop a separate digital terrain model.

2/9/23

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:

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

806500 – TRAFFIC OFFICERS

Description:

In accordance with Section 806.1.

Materials:

Not applicable.

Construction:

In accordance with Section 806.3.

Method of Measurement:

In accordance with Section 806.4.

Basis of Payment:

- A. The Department will pay for traffic officers at the contract unit price per hour. Price and payment constitute full compensation for providing traffic officers, vehicles, and equipment.
- B. For bidding purposes, the Department has fixed the unit price at \$180.00 per hour. The Department will pay for traffic officers based on a submitted invoice from the police department plus 10 percent.

STATEMENTS

Included on the following pages:

UTILITY STATEMENTS

RIGHT-OF-WAY STATEMENTS

ENVIRONMENTAL STATEMENTS

RAILROAD STATEMENTS



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

SHANTÉ A. HASTINGS
SECRETARY

UTILITY STATEMENT
February 21, 2023
Revised May 22, 2025
STATE CONTRACT # T202211301
PROJECT ID # 22-55080
F.A.P. # N/A
US 301 MEDIAN BARRIER
NEW CASTLE COUNTY

The following utilities maintain facilities within the limits of this project:

ARTESIAN WATER COMPANY
BREEZELINE (ATLANTIC BROADBAND)
CHESAPEAKE UTILITIES
COMCAST CABLE
DELMARVA POWER – ELECTRIC DISTRIBUTION
DELMARVA POWER – GAS DISTRIBUTION
NEW CASTLE COUNTY DEPARTMENT OF SPECIAL SERVICES
VERIZON DELAWARE INC.

Utility adjustments and/or relocations shall be performed as narrated in advance of the project's construction, but are not limited to the following:

ARTESIAN WATER COMPANY (AWC)

Artesian owns and maintains the following water facilities within the project limits.

Artesian maintains the following water facilities:

1. AWC maintains a 12" DI main encased in a 20" STL casing that crosses both northbound and southbound US 301 at approximately Sta. 308+60.
2. AWC maintains a 16" HDPE main that crosses both northbound and southbound US301 at approximately Sta. 668+85.

There are no apparent conflict and no anticipated Artesian involvement during this project. Artesian's review is based upon information contained in DeIDOT's **Preliminary** Plans for contract **T202211301**, received on 08/30/2022 and all data available as of this date. Should any conflicts be encountered as a result of the contractor's means and methods during construction, the necessary relocation work shall be accomplished by the respective utility company and funded by the State's Contractor as described by the District Engineer. See General Utility Notes below.

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

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

24-hour emergency phone number - 1-800-332-5114.

Wherever the proposed construction will cross an existing water facility, the State Contractor shall test hole to verify the horizontal alignment and vertical depth of the existing water facility. The test holes shall be incidental to the work being performed. If any existing water facility is identified as in conflict with the proposed improvements, the State Contractor shall adjust the proposed improvements to avoid the existing water facility as directed by the State engineer. If it is not possible to adjust the proposed improvements, the State Contractor shall coordinate the potential conflicts with Artesian Water Co.

BREEZELINE

Breezeline owns and maintains the following communication facilities within the project limits.

Breezeline maintains underground and aerial facilities within the project limits. The communication facilities crosses US 301 in four locations.

1. Breezeline maintains facilities along the north side of Bunker hill Rd crossing US 301 northbound and southbound lanes.
2. Breezeline maintains facilities along the south side of Armstrong Corner Rd – crossing US 301 northbound and southbound lanes.
3. Breezeline maintains facilities along the east side of SR71 crossing US 301 northbound and southbound lanes.
4. Breezeline maintains facilities along the north side of SR 896 crossing US 301 northbound and southbound lanes.

No Breezeline involvement is anticipated during the contract duration. Should any conflicts be encountered as a result of the contractor's means and methods during construction, the necessary relocation work shall be accomplished by the respective utility company and funded by the State's Contractor as described by the District Engineer. See General Utility Notes below.

Breezeline's review is based upon information contained in DelDOT's **Preliminary** Plans for contract **T202211301**, received on **08/30/2022** and all data available as of this date. The contractor must use care when working in these underground areas as well as in the vicinity of overhead cable. The time to complete any relocations/adjustments found to be necessary, as directed by the engineer, during the construction of the highway contract will depend on the nature of the work.

Wherever the proposed construction will cross an existing communication facility, the State Contractor shall test hole to verify the horizontal alignment and vertical depth of the existing communication facility. The test holes shall be incidental to the work being performed. If any existing communication facility is identified as in conflict with the proposed improvements, the State Contractor shall adjust the proposed improvements to avoid the

existing communication facility as directed by the State engineer. If it is not possible to adjust the proposed improvements, the State Contractor shall coordinate the potential conflicts with Breezeline.

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

CHESAPEAKE UTILITIES (CHPK)

Chesapeake Utilities owns and maintains the following gas facilities within the project limits.

Chesapeake Utilities maintains underground facilities within the project limits. 6-inch gas main crosses US 301 in four locations.

1. CHPK maintains a 6" gas main crossing the northbound and southbound lanes of US 301 at approximately Sta. 216+55.
2. CHPK maintains a 6" gas main along Bunker Hill Rd crossing the northbound and southbound lanes of US 301 at approximately Sta. 306+90.
3. CHPK maintains a 6" gas main along Armstrong Corner Rd crossing the northbound and southbound lanes of US 301 at approximately Sta. 400+45.
4. CHPK maintains a 6" gas main along Boyds Corner Rd. crossing the northbound and southbound lanes of US 301 at approximately Sta. 545+90 RT to Sta. 547+00.

There are no apparent conflict and no anticipated Chesapeake Utilities involvement during this project.

Wherever the proposed construction will cross an existing gas facility, the State Contractor shall test hole to verify the horizontal alignment and vertical depth of the existing gas facility. The test holes shall be incidental to the work being performed.

If any existing gas facility is identified as in conflict with the proposed improvements, the State Contractor shall adjust the proposed improvements to avoid the existing gas facility as directed by the State engineer. If it is not possible to adjust the proposed improvements, the State Contractor shall coordinate the potential conflicts with Chesapeake Utility.

Chesapeake Utility's review is based upon information contained in DeIDOT's **Preliminary** Plans for contract **T202211301**, received on 08/30/2022 and all data available as of this date. Should any conflicts be encountered as a result of the contractor's means and methods during construction, the necessary relocation work shall be accomplished by the respective utility company and funded by the State's Contractor as described by the District Engineer. See General Utility Notes below.

CHPK Standard Utility Statement Notes for DeIDOT:

The contractor shall be aware that Chesapeake Utilities has requirements while working near Chesapeake Utilities pipelines. These requirements are general in nature and not specific. These requirements are not intended to be all-inclusive. Actual field conditions may change the requirements. Contractor should contact Chesapeake Utilities and consult with their engineer prior to initiating construction and abide by all Federal, State, and Local rules and regulations.

Please coordinate construction activity with your assigned line locator according to the general guidelines below. Your line locator can help determine if additional contacts are required with Chesapeake Utilities Engineering Department before start of excavation activity.

1. It shall be the contractor's responsibility to use the Miss Utility One Call System.
2. It shall be the contractor's responsibility to contact and coordinate with Chesapeake Utilities before starting any construction above or near the pipeline. Chesapeake Utilities may elect to have standby personnel on the job site during construction activity.
3. It shall be the contractor's responsibility to contact and coordinate with Chesapeake Utilities before moving heavy equipment above or near the pipeline. Chesapeake Utilities may require extra cover, berm or ramp, timber mats, etc. These measures are to be determined by Chesapeake Utilities depending on field conditions.
4. If the pipeline is exposed and suspended, it shall be the responsibility of the contractor to coordinate with Chesapeake Utilities the appropriate supporting measures. These measures are to be determined by Chesapeake Utilities depending on field conditions.
5. If the pipeline is exposed, it shall be the responsibility of the contractor to protect the pipeline from construction activity and the traveling public.
6. A minimum clearance of 12" shall be maintained between Chesapeake Utilities' pipeline and other underground utilities and structures. If this cannot be maintained, Chesapeake Utilities shall determine an appropriate means of protection to the pipeline.

IN EVENT OF PIPELINE EMERGENCY, CALL TOLL FREE 1-800-427-2883.

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

COMCAST CABLE

Comcast owns and maintains the following aerial facilities within the project limits.

Comcast Aerial Facilities

1. Comcast maintains aerial facilities along the east side of Hyetts Corner Road entering into the project limits crossing over US 301 at approximately Sta. 675+50 LT to Sta. leave the project limits at approximately 679+00 RT

Comcast Underground Facilities

1. Comcast maintains underground facilities along the north side of Boyds Corner Road entering into the project limits crossing over US 301 at approximately Sta. 456+50 RT to Sta. leave the project limits at approximately 457+75 LT

No Comcast involvement is anticipated during the contract duration. Should any conflicts be encountered as a result of the contractor's means and methods during construction, the necessary relocation work shall be accomplished by the respective utility company and funded by the State's Contractor as described by the District Engineer. See General Utility Notes below.

Comcast's review is based upon information contained in DelDOT's **Preliminary** Plans for contract **T202211301**, received on **08/30/2022** and all data available as of this date.

The contractor must use care when working in these underground areas as well as in the vicinity of overhead cable. The time to complete any relocations/adjustments found to be necessary, as directed by the engineer, during the construction of the highway contract will depend on the nature of the work.

Wherever the proposed construction will cross an existing communication facility, the State Contractor shall test hole to verify the horizontal alignment and vertical depth of the existing communication facility. The test holes shall be incidental to the work being performed.

If any existing communication facility is identified as in conflict with the proposed improvements, the State Contractor shall adjust the proposed improvements to avoid the existing communication facility as directed by the State engineer. If it is not possible to adjust the proposed improvements, the State Contractor shall coordinate the potential conflicts with Comcast.

Comcast 24/7 customer service phone number 1-800-XFINITY (1-800-934-6489)

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

DELMARVA POWER – ELECTRIC DISTRIBUTION

Delmarva Power owns and maintains aerial and underground facilities within the project limits.

Delmarva Power maintains the following facilities within the project limits:

1. Delmarva Power maintains facilities on the East side of US 301 NB at Sta. 187+08 extending East and West and beyond project limits.
2. Delmarva Power maintains facilities on the East side of US 301 NB at Sta. 187+19 extending East and West and beyond project limits.
3. Delmarva Power maintains facilities on the East side of US 301 NB at Sta. 227+40 extending East and West and beyond project limits.
4. Delmarva Power maintains facilities crossing US 301 NB and SB at Sta. 308+50 extending north and south and beyond the project limits.

There are no apparent conflict and no anticipated Delmarva Power involvement during this project. Should any conflicts be encountered as a result of the contractor's means and methods during construction, the necessary relocation work shall be accomplished by the respective utility company and funded by the State's Contractor as described by the District Engineer. See General Utility Notes below.

Delmarva Power's review is based upon information contained in DelDOT's **Preliminary** Plans for contract **T202211301**, received on **08/30/2022** and all data available as of this date.

The contractor must use care when working in these underground areas as well as in the vicinity of overhead cable. The time to complete any relocations/adjustments found to be necessary, as directed by the engineer, during the construction of the highway contract will depend on the nature of the work.

Wherever the proposed construction will cross an existing communication facility, the State Contractor shall test hole to verify the horizontal alignment and vertical depth of the existing gas facility. The test holes shall be incidental to the work being performed.

If any existing electric facility is identified as in conflict with the proposed improvements, the State Contractor shall adjust the proposed improvements to avoid the existing electric facility as directed by the State engineer. If it is not possible to adjust the proposed improvements, the State Contractor shall coordinate the potential conflicts with Delmarva Power.

DelDOT has not planned for or coordinated with Delmarva Power – Distribution for any temporary power outages, relocations, physical pole support for excavation nor arranged for the installation of insulation of any power line during this contract. Due to varying construction possibilities; if a contractor's means-and-methods should require support from Delmarva Power – Distribution to fulfill the requirement of 16 Del. C. § 7405B, OSHA Regulations Table A of § 1926.1408, other applicable federal, state or local law or regulation or the Contractor's company policy; it shall be at the Contractor's sole expense and the contractor shall directly coordinate this request with Delmarva Power – Electric Distribution. All costs associated with any temporary power outages, relocations, physical pole support for excavation (other than listed above) or the installation of insulation of any power line during this contract shall be incidental, including the cost of the coordination, to the work being performed. The Department makes no guarantees that the request for any temporary power outages, relocation or the installation of insulation of any power line during this contract will be granted by Delmarva Power – Distribution in part or in total; or during the time periods requested by the Contractor for construction purposes. Any proposed coordination with Delmarva Power – Distribution shall be included in the contractor's CPM schedule. In addition, Delmarva Power will determine if these outages can be accommodated.

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

Delmarva Power's Utility Statement is based upon information contained in DelDOT's Final plans for contract **T202000702**, received on 02/03/2022 review is based upon information and all data available as of this date. Changes in the project scope or in the projects current construction phasing may revise the action items identified along with the number of working days required.

The contractor must use care when working in these underground areas as well as in the vicinity of overhead cable. The time to complete any relocations/adjustments found to be necessary, as directed by the engineer, during the construction of the highway contract will depend on the nature of the work.

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

General

For exact location of electric facilities, please contact Miss Utility at (800) 282-8555.

Delmarva Power has a written requirement regarding working near overhead power lines.

Customer/Contractor Acknowledgement: Performing Work within Dangerous Proximity of High Voltage Lines:

"You are hereby notified by Delmarva Power that NO work can be performed within dangerous proximity to Delmarva's overhead lines and that you are required by law to comply with applicable OSHA regulations and the applicable state High Voltage Safety Act. Performance of any activity or causing any person, equipment, or things to come within dangerous proximity of Delmarva's overhead lines creates an extreme risk of severe injury or death. You are further notified that no activities may be conducted within dangerous proximity of Delmarva's overhead lines until mutually agreeable measures to prevent contact with overhead lines have been reached with Delmarva and Delmarva has provided you with written authorization to perform the activities.

Additionally, any work involving the use of a crane with intentions to remain outside of dangerous proximity, but within 20 feet of the Company's overhead lines, requires an Encroachment Prevention Plan in order to satisfy OSHA"

Delmarva Power relocations shown on highway plans are an approximate proposed location. Actual location of electric facilities could change due to field conditions or any unforeseen conflict.

To report a downed wire, call 1-800-898-8042. For exact location of electric facilities, please contact Miss Utility at (800) 282-8555.

DELMARVA POWER – GAS DISTRIBUTION (DP-G)

Delmarva Power owns and maintains the following water facilities within the project limits.

Delmarva Power maintains the following gas facilities within the project limits:

1. DP-G maintains an 8" gas main encased in a 12" STL casing along the east side of Jamison Corner Road crossing the northbound and southbound lanes of US 301 at approximately Sta. 630+75.
2. DP-G maintains an 8" gas main encased in a 12" STL casing along the northeast of Hyetts Corner Road crossing the northbound and southbound lanes of US 301 at approximately Sta. 678+15.

There are no apparent conflict and no anticipated Delmarva Power Gas involvement during this project. **Wherever the proposed construction will cross an existing gas facility, the State Contractor shall test hole to verify the horizontal alignment and vertical depth of the existing gas facility. The test holes shall be incidental to the work being performed.**

If any existing gas facility is identified as in conflict with the proposed improvements, the State Contractor shall adjust the proposed improvements to avoid the existing gas facility as directed by the State engineer. If it is not possible to adjust the proposed improvements, the State Contractor shall coordinate the potential conflicts with Delmarva Power Gas.

Delmarva Power Gas' review is based upon information contained in DelDOT's **Preliminary Plans** for contract **T202211301**, received on 08/30/2022 and all data available as of this date. Should any conflicts be encountered as a result of the contractor's means and methods during construction, the necessary relocation work shall be accomplished by the respective utility company and funded by the State's Contractor as described by the District Engineer. See General Utility Notes below.

When saw cutting in close proximity to gas facilities, the contractor is recommended to verify the depth of the gas main before saw cutting and/or excavation to ensure shallow pipe is not encountered. The contractor shall exercise caution when excavating along the curb lines at these locations.

No outages or relocations of DPG working, or existing gas facilities have been scheduled with DPG and no DPG facilities can be taken out of service.

These facilities will remain in place and active during the duration of this contract. If gas equipment such as pipe, tracer wire, valve boxes, etc. are damaged or you smell gas, call DPL's emergency number at 302-454-0317 (24 hours a day) from a safe location. Do not call the project engineer or other contacts from DPL Gas.

NEW CASTLE COUNTY DEPT. OF SPECIAL SERVICES (NCC)

New Castle County Department of Special Services owns and maintains underground sanitary sewer facilities within the project limits.

NCC maintains the following sanitary sewer facilities:

1. NCC maintains a 30" PVC gravity sewer main crossing both northbound and southbound US 301 from approximately Sta. 545+00 RT to 545+80 LT.
2. NCC maintains a 6" PVC force sewer main crossing both northbound and southbound US 301 from approximately Sta. 546+30 RT to 548+00 LT.
3. NCC maintains a 20" PVC force sewer main crossing both northbound and southbound US 301 from approximately Sta. 666+50 RT to 668+00 LT40' to connect into the 20" PVC sanitary sewer main within the travel lane.
4. NCC maintains a 20" PVC gravity sewer main crossing both northbound and southbound US 301 from approximately Sta. 666+50 RT to 669+00 LT.
5. NCC maintains a 24" PVC gravity sewer main crossing both northbound and southbound US 301 from manhole at approximately Sta. 672+40 RT to manhole on LT.
6. NCC maintains a 24" in the grass area along the northbound right-of-way from approximately 672+40 RT to leave the project limits.

There are no apparent conflict and no anticipated NCC involvement during this project. NCC's review is based upon information contained in DelDOT's **Preliminary** Plans for contract **T202211301**, received on 08/30/2022 and all data available as of this date. There are no anticipated impacts to these facilities. Any relocations/adjustments to any existing underground facilities shall be arranged, if necessary, with the owners and performed by the state's contractor during the construction of the highway project. The time to complete any additional relocations/adjustments will depend on the nature of the work.

Wherever the proposed construction will cross an existing sanitary sewer facility, the State Contractor shall test hole to verify the horizontal alignment and vertical depth of the existing sanitary sewer facility. The test holes shall be incidental to the work being performed. If any existing s sewer facility is identified as in conflict with the proposed improvements, the State Contractor shall adjust the proposed improvements to avoid the existing sanitary sewer facility as directed by the State engineer. If it is not possible to adjust the proposed improvements, the State Contractor shall coordinate the potential conflicts with New Castle County Public works.

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

VERIZON DELAWARE INC.

Verizon maintains aerial and underground facilities within the project limits.

Verizon of Delaware Inc. maintains the following aerial facilities within the project limits:

1. Verizon maintains NO aerial facilities within the project limits.

Verizon of Delaware Inc. maintains the following buried/underground facilities within the project limits:

1. Verizon maintains buried\UG facilities on the East side of US 301 NB from a Verizon HH at station 149+00 R64 extending East and Northeast beyond project limits. (CP-02).
2. Verizon maintains buried\UG facilities on the East side of US 301 NB at station 186+98 extending East and West and beyond project limits. (CP-04)
3. Verizon maintains buried\UG facilities on the East side of US 301 NB at station 227+40 extending East and West and beyond project limits. (CP-06)
4. Verizon maintains facilities crossing US 301 NB and SB at station 308+39 extending north and south and beyond the project limits. (CP-11)

There are no apparent conflict and no anticipated Verizon involvement during this project. Verizon's review is based upon information contained in DelDOT's **Preliminary** Plans for contract **T202211301**, received on 08/30/2022 and all data available as of this date.

Wherever the proposed construction will cross an existing communication facility, the State Contractor shall test hole to verify the horizontal alignment and vertical depth of the existing water facility. The test holes shall be incidental to the work being performed.

If any existing s communication facility is identified as in conflict with the proposed improvements, the State Contractor shall adjust the proposed improvements to avoid the existing sanitary sewer facility as directed by the State engineer. If it is not possible to adjust the proposed improvements, the State Contractor shall coordinate the potential conflicts with Verizon.

Should any conflicts be encountered as a result of the contractor's means and methods during construction, the necessary relocation work shall be accomplished by the respective utility company and funded by the State's Contractor as described by the District Engineer. See General Utility Notes below.

The contractor must use care when working in these underground areas as well as in the vicinity of overhead cable. The time to complete any relocations/adjustments found to be necessary, as directed by the engineer, during the construction of the highway contract will depend on the nature of the work.

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

General Utility Notes:

Outside of the companies and facilities discussed above, no additional utility involvement is anticipated. Should any conflicts be encountered as a result of the contractor's means and methods during construction requiring adjustment and/or relocation, the necessary relocation work shall be accomplished by the respective utility company and funded by the State's Contractor as directed by the District Engineer. The State Contractor shall coordinate any potential conflicts with utility companies and provide adequate notice prior to performing work.

Any utility conflicts that are not readily discernable shall be coordinated by the State Contractor once the conflict is recognized. The time to complete any relocations/adjustments found to be necessary during construction of the highway project will depend on the nature of the work.

Once the State's contractor has given the Utility the advance notice required above, it is the responsibility of the State's contractor to have the work area prepared and accessible for the Utility to perform the tasks listed above. If the site conditions are not ready and the state contractor has given notice to the utility on when the work is to be accomplished, the State's Contractor shall be responsible for any extra cost incurred by the utility company and the State Contractor shall also be responsible for any time delays. Between when the required notice is given to the Utility and when the work is performed and completed, the coordination and scheduling of the Utility is the sole responsibility of the State's Contractor. All costs related to the coordination and scheduling of the utilities is incidental to the contract.

Any adjustments and/or relocations of municipally or county owned sewer or water facilities shall be performed by the State's Contractor in accordance with the respective agency's standard specifications as directed by the District Engineer. The State contractor shall coordinate any potential conflicts of municipally or county owned sewer or water facilities with facility owners and provide adequate notice to the municipally or county and to the District Engineer prior to performing work.

General Notes:

- 1. The Contractor's attention is directed to Section 105.9 of the DelDOT Standard Specifications (see the contract documents for applicable date/version to reference). The Contractor shall contact Delmarva811 (previously known as Miss Utility of Delmarva) at 1-800-282-8555 at least two working days prior to any excavation. The Contractor is responsible for the support and protection of all utilities when excavating. The Contractor is also responsible for ensuring proper clearances, including safety clearances, from overhead utilities for construction equipment. The Contractor is advised to check the site for access purposes for proposed equipment and, if necessary, make arrangements directly with the utility companies for field adjustments for adequate clearances.**
- 2. The information shown in the Contract Documents, including the Utility Statement and the Utility Schedule contained herein, concerning the location, type and size of existing and proposed utilities, their locations, and construction timing has been compiled by the preparer based on information furnished by each of the involved Utility Companies. It shall be the responsibility of the State's Contractor to verify all information and coordinate with the Utility Companies prior to and during construction, as specified in Section 105.9 of the Standard Specifications.**


3. It is understood and agreed that the Contractor has considered in his bid all permanent and temporary utility appurtenances in their present and relocated positions as shown on the plans or described in the Utility Statement or are readily discernible and that no additional compensation will be allowed for any delays, inconvenience, or damage due to any interference from the utility facilities and appurtenances or the operation of moving them, except that the Contractor may be granted an equitable extension of time. The Contractor's means and methods of construction are not taken into account when known utility conflicts are identified. If the Contractor's means and method of construction create a utility conflict the Utility Statement will prevail in discussions with the utility and the Contractor.
4. The State's Contractor shall be responsible for any costs associated with any temporary outages; holding, bracing and shielding of utility facilities; temporary relocations; or permanent relocations that are not specifically identified in this Utility Statement or shown in the contract plan set.
5. The State's Contractor is responsible for rough grading as required by the roadway construction prior to the Utility Company's placing their proposed facilities, unless otherwise indicated on the plans and/or outlined elsewhere in the Contract Documents.
6. Coordination and cooperation among the Utility Companies and the State's Contractor are of prime importance. Therefore, the Contractor is directed to contact the following Utility Company representatives with any questions regarding this work prior to submitting bids and work schedules. Proposed work schedules should reflect the Utility Companies' proposed relocations. The Utility Companies and their contractors do not work on nights, weekends, or legal holidays.

NAME	COMPANY	PHONE	EMAIL
Wayne Tyler, Jr	Artesian Water Company, Inc.	(302) 453-6987	WTyler@artesianwater.com
Steve Moody	Breezeline	(443) 239-9542	smoody@breezeline.com
Darren Marsteller	Comcast Cable Communications, Inc.	(717) 776-1073	dmarsteller@americomm-llc.com
Tom Smith	Delmarva Power – Electric Distribution	(667) 313-7195	thomas.smith1@delmarva.com
Fikayo Falade	Delmarva Power – Gas	(667) 313-0873	fikayo.falade@exeloncorp.com
Joseph Fregapane	New Castle County Depart of Special Services	(302) 395-5332	joseph.fregapane@newcastlede.gov
George Zang	Verizon Delaware, LLC	(302) 422-1238	george.w.zang@verizon.com

7. As outlined in Chapter 4 of the DeIDOT Utilities Manual, individual utility companies are responsible for obtaining all required permits from municipal, State and federal government agencies and railroads prior to performing their work. This includes but is not limited to water quality permits/DNREC Water Quality Certification, DNREC Subaqueous Lands/Wetlands permits, DNREC Coastal Zone Consistency Certification, County Floodplain permits (New Castle County only), U.S. Coast Guard permits, US Army Corps 404 permits, sediment and erosion permits, and railroad crossing permits.

8. Individual utility companies are required to restore any areas disturbed in conjunction with their relocation work. If an area is disturbed by a utility company and is not properly restored, the Department may have the State's Contractor perform the necessary restoration. Any additional costs incurred as a result will be forwarded to the utility company.
9. 16 Del. C., Chapter 74B, § 7405B requires notification to and mutually agreeable measures from the public utility operating the electric line for the any person intending to carry on any function, activity, work, or operation within dangerous proximity of any high voltage overhead electric lines. 16 Del. C., Chapter 74B, § 7402B defines "dangerous proximity" as "a distance up to and including 10 feet of high-voltage lines, or within such greater distances as may be set forth in the current editions and any subsequent revisions of the regulations of the United States Occupational Safety and Health Administration (29 C.F.R. § 1902.1 et seq.) and the National Electrical Safety Code." With that, all contractors/other utilities must maintain a minimum distance of 10 feet from all overhead energized lines unless otherwise required in OSHA or the NESC.
10. Any existing facilities that are comprised of hazardous materials will be removed by the Utility Company unless otherwise outlined in the contract documents or language above. Any existing facilities containing hazardous materials will be purged by the Utility Company unless otherwise outlined in the contract documents or language above.
11. In conjunction with bid preparation and prior to starting work, the State's Contractor shall confirm with all respective Utility Companies noted in this Utility Statement to have advance utility relocations that the advance relocations have in fact been accomplished as summarized herein.
12. Contractors are not permitted to draw water from any hydrant for any use, without the written permission of the municipality/water company having jurisdiction and proper metering and backflow prevention equipment in place.

DIVISION OF TRANSPORTATION SOLUTIONS



DelDOT Utility Coordinator
Deborah Kukulich
deborah.kukulich@delaware.gov

May 22, 2025
Date

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

CERTIFICATE OF RIGHT-OF-WAY STATUS

STATE PROJECT NO. T202211301

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

US 301 MEDIAN BARRIER

NEW CASTLE COUNTY

Certificate of Right-of-Way Status – 100%

Level 1

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

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

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

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

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

RIGHT OF WAY SECTION



Monroe C. Hite, III
Chief of Right of Way

May 19, 2023



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

SHANTÉ A. HASTINGS
SECRETARY

May 27, 2025

ENVIRONMENTAL REQUIREMENTS
FOR

Contract Title: **US 301 Median Barrier (Traffic)**

State Contract No. **T202211301**

Federal Aid No. **N/A**

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

GENERAL REQUIREMENTS:

1. As locations are identified they will be submitted to the Environmental Studies Office to determine if there is any historical significance associated with the location and what if any cultural compliance documentation and/or approvals are needed. Likewise, natural resource evaluations will be undertaken to determine permit requirements, RTE issues, time of year restrictions for bird and/or fisheries resources, etc. No work will take place until all permits and approvals have been acquired. Notes in the contract document will specify that no work could begin until written approval is received from the ESO.
2. All construction debris, excavated material, brush, rocks, and refuse incidental to such work shall be placed either on shore above the influence of flood waters or on some suitable dumping ground.

3. That effort shall be made to keep construction debris from entering adjacent waterways or wetlands. Any debris that enters those areas shall be removed immediately.
4. The disposal of trees, brush, and other debris in any stream corridor, wetland, surface water, or drainage area is prohibited.
5. DelDOT Environmental Studies Section must be notified if there are any changes to the project methods, footprint, materials, or designs, to allow the Department to coordinate with the appropriate resource agencies (COE, DNREC, and SHPO), for approval at (DOT_EnvironmentalStudies@delaware.gov).

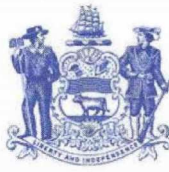
Maia Lee



Environmental Specialist II

Environmental Stewardship

Delaware Department of Transportation



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

SHANTÉ A. HASTINGS
 SECRETARY

RAILROAD STATEMENT

For

State Contract No.: T202211301

Federal Aid No.: N/A

Project Title: US 301 Median Barrier

The following railroad companies maintain facilities within the contract limits:

- | | |
|--|---|
| <input type="checkbox"/> Amtrak | <input type="checkbox"/> Maryland & Delaware |
| <input type="checkbox"/> CSX | <input type="checkbox"/> Norfolk Southern |
| <input type="checkbox"/> State of Delaware
Delmarva Central | <input type="checkbox"/> Wilmington & Western |
| <input type="checkbox"/> East Penn | <input type="checkbox"/> Delmarva Central |
| | <input checked="" type="checkbox"/> None |

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

In accordance with 23 CFR 635, herein is the railroad statement of coordination (check one):

- No Railroad involvement.

- Railroad Agreement unnecessary but railroad flagging required. The contractor shall follow requirements stated in the DelDOT Maintenance of Railroad Traffic Item in the Special Provisions. Contractor shall coordinate railroad flagging with the DelDOT Railroad Coordinator at (302) 659-4087.

- Railroad Agreement required. The Contractor cannot begin work until the Agreement is complete and fully executed. Railroad related work to be undertaken and completed as required for proper coordination with physical construction schedules. The Contractor shall follow requirements stated in the DelDOT Maintenance of Railroad Traffic Item in the Special Provisions. Contractor shall coordinate railroad flagging with the DelDOT Railroad Coordinator at (302) 659-4087.

Approved As To Form:


 DelDOT Railroad Coordinator

5/22/2025
 DATE

SAMPLE AFFIDAVIT OF CRAFT TRAINING COMPLIANCE

(Actual form for signature will be provided to the awarded contractor)

(PROJECT NAME)
(CONTRACT NUMBER)

AFFIDAVIT OF CRAFT TRAINING COMPLIANCE

We, the contractor, hereby certify that we and all applicable subcontractors will abide by the contractor and subcontractor craft training requirements outlined below for the duration of the contract. Craft training must be provided by a contractor and/or subcontractor for each craft on a project for which there are Delaware Department of Labor approved and registered training programs or, if the contractor and/or subcontractor meets the requirements under Title 29, Chapter 69, Section 6960A.(b)(1)c.1.-3., payment may be made in accordance with Title 29, Chapter 69, Section 6960A.(b)(1)d. A list of crafts for which there are approved and registered training programs is maintained by the Delaware Department of Labor and can be found at:

<https://laborfiles.delaware.gov/main/det/apprenticeship/DE%20Craft%20Training%20Occupation%20List%20Effective%20March%20201%202022.pdf>. If you have questions regarding craft training programs, please submit all questions in writing to the Delaware Department of Labor at: apprenticeship@delaware.gov. ***This Affidavit of Craft Training Compliance must be submitted prior to contract execution.***

In accordance with Title 29, Chapter 69, Section 6960A.(a)(1), a contract relating to a public works project under § 6962 of Title 29 must include a craft training program for each craft in the project if at the time the contractor executes a public works contract, all of the following apply:

- a. A project meets the prevailing wage requirement under Section 6960 of Title 29.
- b. The contractor employs 10 or more total employees.
- c. The project is not a federal highway project, except for the project under Section 6962(c)(11) of Title 29.
- d. There is an apprenticeship program for a craft in the project on the list of crafts under Section 204(b)(2) of Title 19.

Pursuant to Title 29, Chapter 69, Section 6960A.(a)(2), ***a contractor must commit that all subcontractors provide craft training*** if paragraph (a)(1) of this section applies to the subcontractor. Failure to provide required craft training or payment on the project may subject the successful contractor and/or subcontractor(s) to penalties as outlined in Title 29, Chapter 69, Section 6960A.(d)(1)-(3).

Craft(s): _____

Contractor Name: _____

Contractor Address: _____

**Contractor Program
Registration Number(s)** _____

On this line also indicate whether DE, Other State (identify) or US Registration Number

Or

A payment has been made in the amount established under Section 204(b)(2)b.2. of Title 19, for the craft into the Delaware Department of Labor’s Apprenticeship and Training Fund.

Or

Craft Training requirements are not applicable because:

Authorized Representative (typed or printed): _____

Authorized Representative (signature): _____

Title: _____

State of Delaware)

County of _____)

ss:

Before me, a notary public, in and for said county and state, personally appeared, _____, who acknowledged to me that she/he did execute the foregoing instrument on behalf of _____.

IN TESTIMONY WHEREOF, I have subscribed my name and affixed my official seal this _____ day of _____, 20_____.

Notary Public

Commission Expires _____

THIS PAGE MUST BE SIGNED AND NOTARIZED TO BE CONSIDERED.



**Delaware Department of Transportation
Quantity Sheet Summary**

Proposal ID: T202211301

Project Descripton: US 301 Median Barrier

NOT TO BE USED FOR BIDDING

Item Number	Description	Unit	Quantity
201000	CLEARING AND GRUBBING	LS	1
202000	EXCAVATION AND EMBANKMENT	CY	1500
204000	TEST HOLE	CY	10
301001	GABC	CY	750
401014	SUPERPAVE TYPE B, PG 64-22	TON	1467
602130	ADJUSTING AND REPAIRING EXISTING DRAINAGE INLET	EACH	5
720021	GALVANIZED STEEL BEAM GUARDRAIL, TYPE 1-31	LF	820
721001	GUARDRAIL END TREATMENT, TYPE 1-31, TEST LEVEL 3	EACH	1
722001	HIGH TENSION CABLE BARRIER	LF	14175
722002	HIGH TENSION CABLE BARRIER END TERMINAL	EACH	6
762000	SAW CUTTING, BITUMINOUS CONCRETE	LF	210
763000	INITIAL EXPENSE/DE-MOBILIZATION	LS	1
763501	CONSTRUCTION ENGINEERING	LS	1
801000	MAINTENANCE OF TRAFFIC	LS	1
802003	ARROW PANELS TYPE C	EADY	93
803001	PROVIDE AND MAINTAIN PORTABLE CHANGEABLE MESSAGE SIGN	EADY	60
804001	PROVIDE AND MAINTAIN PORTABLE LIGHT ASSEMBLY (FLOOD LIGHTS)	EADY	93

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**Delaware Department of Transportation
Quantity Sheet Summary**

Proposal ID: T202211301

Project Descripton: US 301 Median Barrier

NOT TO BE USED FOR BIDDING

Item Number	Description	Unit	Quantity
805001	PLASTIC TRAFFIC CONTROL DRUMS	EADY	10000
806500	TRAFFIC OFFICERS	HOUR	80
808002	PROVIDE AND MAINTAIN TRUCK MOUNTED ATTENUATOR, TYPE II	EADY	93
809007	PROVIDE SAND CRASH CUSHION ARRAY	EACH	1
809008	INSTALL SAND CRASH CUSHION ARRAY	EACH	1
810001	TEMPORARY WARNING SIGNS AND PLAQUES	EADY	1209
905004	INLET SEDIMENT CONTROL, DRAINAGE INLET	EACH	56
908004	TOPSOIL, 6" DEPTH	SY	7414
908010	TOPSOILING, 6" DEPTH	SY	29654
908014	PERMANENT GRASS SEEDING, DRY GROUND	SY	37068

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