

STATE OF DELAWARE
DEPARTMENT OF TRANSPORTATION



BID PROPOSAL

CONTRACT T202280202

WOODLAND FERRY IMPROVEMENTS, FY22

Federal Aid No. ESTP-2021(30)
CFDA: 20.205

Advertisement Date: September 14, 2026

INCLUDED IN THIS DOCUMENT:

BID PROPOSAL:

GENERAL DESCRIPTION
PROSPECTIVE BIDDERS NOTES
GENERAL NOTICES
PREVAILING WAGES
SPECIAL PROVISIONS
STATEMENTS
QUANTITY SHEET SUMMARY

ADDITIONAL BID PROPOSAL ITEMS:

ATTACHED OR POSTED DOCUMENTS:

PROJECT PLANS
QUESTIONS & ANSWERS (if posted)
BREAKOUT SHEETS
BIDDERS LIST

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

DRUG TESTING AFFIDAVIT
CERTIFICATION FORM
BID BOND FORM
CD FOR BID PRICE ENTRY & PRINTING
BIDDERS LIST

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

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

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

ALL BIDS DUE PRIOR TO 2:00 P.M. Local Time, OCTOBER 13, 2026

DIGITAL ACCESSIBILITY NOTICE

The Delaware Department of Transportation (DelDOT) is committed to ensuring that its digital services, content, and documents are accessible to all users and is actively working to comply with applicable federal and state accessibility requirements. DelDOT continues to make improvements over time, with current efforts focused on programs, applications, content, and documents that are actively in use and available to the public.

Due to the nature and complexity of certain materials, including construction plans, technical drawings, historical documents, maps, and other graphic-intensive files, some documents may not currently be fully digitally accessible or compliant with current accessibility standards. In some cases, these documents are provided for historical, reference, informational, or procurement purposes only.

If you require an accessible version of a document or need assistance accessing any content, please contact DelDOT at (302) 760-2031 or DOT.ask@delaware.gov, and reasonable efforts will be made to provide the information in an accessible format upon request. DelDOT appreciates your patience and understanding as accessibility improvements continue to be implemented.

GENERAL DESCRIPTION

A. BIDS DUE: OCTOBER 13, 2026 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 (DelDOT), 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.

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. DBE GOAL: 0% Disadvantaged Business Enterprise Goal.

Pursuant to the Interim Final Rule ("IFR") issued by the United States Department of Transportation ("U.S. DOT") on September 30, 2025, this letting does not have a DBE participation goal as all DelDOT DBEs were decertified by the IFR. DelDOT is undertaking the recertification process for DBEs pursuant to the IFR requirements. As DelDOT currently has no certified DBEs, it is not feasible to impose or enforce a DBE participation goal for this letting. Upon completion of DelDOT's DBE recertification process, or upon any modification of the IFR, whether through amendment, clarification, or judicial action, DelDOT reserves the right to revise or reestablish a DBE participation goal for this letting as may be directed by the U.S. DOT and in accordance with applicable federal regulations.

D. OJT TRAINEES: n/a

E. LOCATION: Sussex County

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

F. DESCRIPTION: The improvements consist of furnishing all labor and materials for this project which is the demolition and reconstruction of the Woodland Ferry Maintenance Facility. Follow other incidental construction in accordance with the location, notes and details shown on the plans, and as directed by the Engineer.

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

H. COMPLETION TIME: All work on this contract must be complete within 439 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 December 23, 2026.

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- I. SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION,** DELAWARE DEPARTMENT OF TRANSPORTATION, JANUARY 2026 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.
- J. ATTACHMENTS:** Included as part of this Bid Proposal are; *Project Plans; Questions & Answers* (if posted); *Addenda, Referenced Documents, Documents Posted with this Bid Proposal*; and *Bid documents mailed to contractors*.
- K. 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.
- L. 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.
- M. FLAGGERS:**
- A. Included in the Bid Proposal are the prevailing wages for highway construction as determined by the Department of Labor of the State of Delaware in accordance with [Title 29 Del. C. §6960](#), relating to wages and the regulations implementing that Section.
 - B. 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.
- N. PROSPECTIVE BIDDERS NOTES:**
- 1. **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](#).
 - 2. **SURETY BOND** - Each proposal must be accompanied by a deposit of either surety bond or security for a sum equal to at least 10% of the amount bid.
 - 3. **DELAWARE'S CONTRACTOR REGISTRATION ACT** - 19 [Del.C.](#) §§ 3601 *et seq.*, requires all contractors and subcontractors to register with the Delaware Department of Labor before performing construction services or maintenance. Refer to the GENERAL NOTICES section for further information.

4. **DRUG TESTING** - Regulation 4104; The state Office of Management and Budget has developed regulations that require Contractors and Subcontractors to implement a program of mandatory drug testing for Employees who work on Large Public Works Contracts funded all or in part with public funds pursuant to 29 Del.C. §6908(a)(6). **Refer to the full requirements at the following link:**

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

Note a few of the requirements;

- * At bid submission - Each bidder must submit with the bid a single signed affidavit certifying that the bidder and its subcontractors has in place or will implement during the entire term of the contract a Mandatory Drug Testing Program that complies with the regulation (*a blank affidavit form is attached*);
 - * At least two business days prior to contract execution - The awarded Contractor shall provide to DelDOT copies of the Employee Drug Testing Program for the Contractor, each participating DBE firm, and all other listed Subcontractors;
 - * Subcontractors - Contractors that employ Subcontractors on the job site may do so only after submitting a copy of the Subcontractor's Employee Drug Testing Program along with the standard required subcontractor information. A Subcontractor shall not commence work until **DelDOT** has approved the program in writing.
5. **PERFORMANCE-BASED RATING SYSTEM** - 29 Del.C. §6962 (c)(12)(a) requires DelDOT to include a performance-based rating system for contractors. The Performance Rating for each Contractor shall be used as a prequalification to bid at the time of bid. Refer to 'General Notices' for details.
6. **NO RETAINAGE** will be withheld on this contract unless through the Performance-Based Rating System.
7. **EXTERNAL COMPLAINT PROCEDURE** can be viewed on DelDOT's Website, [Contractor Compliance/EEO - Delaware Department of Transportation](#) calling (302) 760-2035

REVISED

8. **DBE PROGRAM REQUIREMENTS** As a result of the Issuance of the IFR on September 30, 2025, all of DelDOT DBEs were decertified. DelDOT is undertaking the recertification process for DBEs pursuant to the IFR requirements. As DelDOT currently has no certified DBEs, it is not feasible to require the submission of a DelDOT DBE Project Participation Affidavit for this letting. Companies bidding on this letting are NOT required to submit a DBE Project Participation Affidavit with their bid. Once DelDOT has recertified DBEs using the IFR requirements, this requirement will be reinstated.

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9. **DelDOT CERTIFIED DBE UTILIZATION COMMITMENT STATEMENT** As a result of the Issuance of the IFR on September 30, 2025, all DelDOT DBEs were decertified. DelDOT is undertaking the recertification process for DBEs pursuant to the IFR requirements. As DelDOT currently has no certified DBEs, it is not feasible to require the submission of a DelDOT Certified DBE Utilization Commitment Statement for this letting. Companies bidding on this letting are NOT required to submit a DelDOT Certified DBE Utilization Commitment Statement with their bid. Once DelDOT has recertified DBEs using the IFR requirements, this requirement will be reinstated.
10. **FLATWORK CONCRETE TECHNICIAN CERTIFICATION TRAINING:**
Section 501.3, 503.3, 505.3, 610.3, 701.3 and 702.3 of the 2026 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. **BREAKOUT SHEETS MUST** be submitted with your bid documents. Attach the breakout sheet(s) to the proposal. Failure to submit the breakout sheet with the proposal will result in the Department declaring the proposal as non-responsive and rejecting the bid.
12. **NOTE that FHWA Form 1273** (attached) has been modified effective June 25, 2026. Changes are [reviewed here](#).

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13. 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.

REVISED**14. BIDDERS LIST REQUIREMENT:**

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

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

- Firm name;
- Firm address including ZIP code;
- Firm's status as a DBE or non-DBE (SEE NOTE BELOW effective 10-1-2025);
- NAICS code applicable to each scope of work the firm sought to perform in its bid;
- Age of the firm; and
- The annual gross receipts of the firm shown as an approximate range (i.e., \$1-3 million)

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

NOTE: Based upon the IFR issued September 30, 2025, all DelDOT certified DBEs have been decertified. As such, for this letting, bidders should NOT identify in the bidders list whether a proposed contractor or subcontractor is a DBE as no companies have currently been certified as a DBE under the new IFR requirements. That block should be left blank. Bidders will be advised once DBE's have been re-certified pursuant to the requirements of the IFR at which time bidders will be required to provide this information.

Additionally, pursuant to the IFR, and the guidance letter issued by U.S. DOT on September 30, 2025, DelDOT has been directed not to use race or sex as presumptions for consideration of a company as a DBE. As such, bidders should NOT identify in the bidders list a proposed contractor or subcontractor's sex or race. Those blocks should be left blank. DelDOT anticipates providing a revised Bidders List Form in the near future, which contains only those sections required by the IFR.

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

15. APPENDIX A is posted and part of this Bid Proposal.

16. REVISED SPEC LANGUAGE:

The Revised Inspection Framework – January 2026 ([2026 Inspection Framework](#)) shall apply to this contract.

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Delete from Section 101.3

Primary inspection. The inspection (formerly referred to as Final Inspection) conducted by the engineer to determine if the contractor has satisfactorily completed the project, or a portion of the project, in accordance with the contract.

Insert within Section 101.3

Acceptance Inspection. The inspection (formerly referred to as Primary Inspection) conducted by the Administering Section, contractor, and accepting section confirming that primary inspection punch list items have been addressed.

Primary inspection. The inspection (formerly referred to as initial inspection) conducted by the Department to review all contract work has been completed in accordance with the Plans, Standard Specifications, Special Provisions, and Standard Construction Details. The inspection is confirmation of the work completed per the contract documents.

Project Acceptance. The Department's notification to the Contractor that the time charges will cease, and construction activities are completed, releasing the contractor from liability and repairs or maintenance to the completed work.

Revise Section 104.12.A as follows.

- A. Before **acceptance** inspection, clean rubbish, excess materials, temporary structures, and equipment from the project, from any publicly owned borrow source used to complete the work, and from areas affected by the contractor in connection with the work within the right-of-way. Cut all grass and weeds taller than 6-inches. The cost of the final cleanup is incidental to Item 763000, **Initial Expense, De-Mobilization**.

Revise Section 105.4.F as follows.

- F. Submit copies of manufacturer's catalog cuts, drawings, wiring diagrams, and other relevant documents with working drawings for electrical and mechanical equipment. After the Department has reviewed all items of a particular system, prepare an instruction book for the particular system. Fasten and bind the items listed below in a leather or heavy plastic cover book with a title clearly shown. Provide five copies of the book to the engineer before **acceptance** inspection. Make the books available when connecting and energizing electrical and mechanical systems. Ensure that the final bound copies reflect changes or adjustments made during the work. Include the following in the instruction book:
 - 1. An equipment list.
 - 2. A complete description of the equipment.
 - 3. The sequence of operation including inter-locking and protective features.
 - 4. The use of by-pass switches.
 - 5. A detailed description of all wiring circuits.
 - 6. A recommended spare parts list.
 - 7. Renewal parts bulletins.
 - 8. Instruction bulletins for the provided equipment.
 - 9. Diagrams and drawings of reduced size suitable for binding.
 - 10. An index listing all items.

Revise Section 105.13.D as follows.

- D. Include the cost of maintenance work during construction and before completion of the **acceptance** inspection punch list in the proposal. The Department will pay the cost of maintenance work occurring after completion of the **acceptance** inspection punch list.

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Revise Section 105.14.A as follows.

- A. The engineer may order opening of certain sections of the work to traffic or other use before the contractor completes the work or before the engineer accepts the work. The Department will not consider opening sections of the work as constituting acceptance of the work or a waiver of any contract provisions. The engineer will pay the cost of repairing damage to the work caused by opening work to vehicular traffic unless opening the roadway is due to the fault, or inactivity of, the contractor or the contractor caused the damage. All other maintenance costs including, but not limited to, mowing grass and general cleanup are the contractor's responsibility until completion of the acceptance inspection punch list to the Department's satisfaction. Maintenance costs for work involving landscaping and vegetative growth are the contractor's responsibility until final acceptance.

Revise Section 105.16 as follows.

- A. Partial Acceptance.
 - 1. The decision to partially accept a portion of the project is solely at the discretion of the engineer. The engineer may partially accept portions of the work. The Department will not consider partial acceptance as constituting acceptance of the work that has not been partially accepted or a waiver of any contract provisions. The Department will maintain the partially accepted portion of the project, including repairing damage caused by the public.
- B. Project Acceptance
 - 1. The Department will cease counting contract time when the project reaches substantial completion as defined in Section 101.3, Definitions.
 - 2. Substantial Completion Verification
 - a. Upon receiving the contractor's notice of substantial completion of the project, the Department will verify all contract items are complete as defined in Section 101.3, Definitions. Items not deemed complete shall be completed by contractor prior to Department issuance of Substantial Completion.
 - b. After issuance of Substantial Completion, request Primary Inspection from the Department.
 - c. The Department will schedule the Primary Inspection within 30 calendar days of the request.
 - 3. Primary Inspection
 - a. The Department/Administering Section will conduct a Primary Inspection with the completion of 105.16.2 Substantial Completion Verification. The Administering Section will note and provide a written punch list by stations and in detail identifying work or conditions requiring correction. The punch list will include ADA inspection deficiencies.
 - b. Perform the corrective work noted on the punch list within 30 calendar days upon receipt of the punch list created by the Administering Section, unless the parties mutually agree to extend the time frame.
 - c. Upon completion of the primary inspection punch list, request an acceptance inspection from the Department. Prior to acceptance inspection scheduling, the Administering Section will confirm and annotate the primary inspection punch list and ensure ADA Inspection deficiencies have been addressed and documented.
 - d. The Administering Section will schedule Acceptance inspection with the Maintenance District within 30 days of confirmation of primary punch list item completion.
 - 4. Acceptance (formerly primary) Inspection.
 - a. The Department will conduct an acceptance inspection with the completion of 105.16.B.3, primary inspection. The Administering Section will provide a written punch list identifying deficiencies not satisfactorily addressed from the primary inspection punch list within 7 calendar days of the acceptance inspection.
 - b. Perform the corrective work noted on the punch list within 15 calendar days upon receipt of the punch list created by the Administering Section, unless the parties mutually agree to extend the time frame.

- c. The Administering Section will verify remediation work and will provide a list with dates that remedial activities were resolved to the Maintenance District when requesting Project Acceptance.
- C. Project Acceptance
 1. The Administering Section will notify the Maintenance District that acceptance inspection punch list items have been addressed.
 2. The Maintenance District and/or other accepting entities will verify acceptance inspection punch list items have been addressed within 30 calendar days of notice from the Administering Section.
- D. Final Acceptance
 1. The engineer will provide final acceptance in writing that will state the acceptance date as defined in Section 101.3, Definitions.
- E. Project Closeout
 1. Upon final acceptance, provide the exempted documents, certificates, or proofs of compliance within 90 calendar days.
 2. The Department will not issue the final payment until the contractor executes and delivers the required documents.

Revise Section 108.8.K as follows.

- K. Once the Department determines that the work is substantially complete, the Department will suspend time charges and the assessment of liquidated damages. Failure to complete all punch list work identified during the primary and acceptance inspections within the timeframes allotted, will result in the Department restarting liquidated damages in accordance with the chart specified in Section 108.9, Schedule of Liquidated Damages. The assessment of post-substantial-completion liquidated damages will continue until project completion.

Revise Section 610.3.9.A.2 as follows.

2. The engineer will measure the width, length, and depth of each crack and establish the precise location of the crack termination points relative to permanent reference points on the member. The engineer will monitor and document the growth of individual cracks at an inspection interval the engineer will choose to determine if cracks are active or dormant after acceptance inspection.

Revise Section 722.3.2.A as follows.

- A. Provide on-site field instruction by the system manufacturer, at a location determined by the engineer. Provide a minimum of 2 training sessions consisting of installation training before beginning cable barrier construction and maintenance training before acceptance inspection. The manufacturer shall establish the training duration and shall provide field training on all aspects of the system. Coordinate the training schedule and location with the engineer. The engineer will advise the appropriate department staff, including construction inspectors and maintenance personnel regarding the training location and schedule. Provide all training materials in both hard copy and electronic PDF format.

Revise Section 722.3.2.C.1 as follows.

1. Hold the maintenance training a minimum of 7 calendar days before acceptance inspection of the system. Submit the proposed training date to the engineer a minimum of 14 calendar days prior to the training session date for review and approval. Include the following participants:
 - a. District Maintenance Engineer, or designated representative;
 - b. District Maintenance Superintendent, or designated representative;
 - c. Area Yard Supervisor, or designated representative; and
 - d. District maintenance personnel.

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Revise Section 722.3.3.L as follows.

- L. Within 10 calendar days of the **primary** inspection, supply spare parts for the HTCB system. Deliver the parts to the DelDOT maintenance facility as directed by the engineer. Provide an extra supply of the following:
 - 1. Socketed-type line posts, including post hardware, caps, reflective sheeting, straps, spacers, and socket covers. Include 200 posts and accessories.
 - 2. Rigging screws and threaded terminals. Provide enough materials to complete 8 turnbuckle assemblies.
 - 3. Anchor posts including post hardware and caps, reflective sheeting, straps, fittings, spacers, and socket covers. Provide enough materials to complete 3 end anchor installations.
 - 4. Fitting gaskets or socket covers. Provide 100 socket covers.

Revise Section 843.3.5.C as follows.

- C. Repair defects identified by the Department during **periodic or primary** inspections in accordance with this specification, including all highway lighting systems and components within the project limits. Begin highway lighting system repairs immediately following notice of the lighting system defect unless weather limitations prevent the corrective work. Provide notification to the Department before beginning corrective work.

Revise Section 843.3.5.D as follows.

- D. The Department will not consider the highway lighting system as substantially complete until correction of the deficiencies noted during the primary and **acceptance** inspections. Provide a maintenance bond for item 843001 – Electrical Testing upon substantial completion. Provide a maintenance bond meeting the following requirements:
 - 1. A bond sum equal to 100 percent of the value of all highway lighting system items the Department paid to the contractor;
 - 2. With original signatures, in ink, and not mechanical reproductions or facsimiles of any kind, naming the contractor as the principle;
 - 3. term of 1-year beyond the completion of the highway lighting system work; and
 - 4. written by a surety or insurance company licensed to write surety bonds in the State of Delaware by the Delaware Department of Insurance.

Revise 911.3.6.G as follows.

- G. Water bi-weekly during the period June 15 through October 1. Continue watering, without interruption, until completing watering of all the plants on the project. Use water in accordance with Section 911.2.9. The Department will allow use of tree watering bags as a part of the watering operation. Remove the tree watering bags before **acceptance** inspection.

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GENERAL NOTICES**CONTRACTOR REGISTRATION ACT**

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

BUY AMERICA REQUIREMENT**REVISED**

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

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

In accordance with 23 CFR 635.410, the final manufacturing process of all manufactured products that will be permanently incorporated into this project will be performed in the U.S. Iron or steel components of precast concrete products and cabinets or enclosures of any intelligent transportation systems and other electronic hardware systems classified as a manufactured product which is permanently incorporated into this project will be produced in the U.S. and all manufacturing processes involving the iron and steel will occur in the U.S., except that a minimal amount of foreign steel or iron materials may be used, provided the cost of the foreign materials does not exceed 0.1 percent of the total Contract cost or \$2,500.00, whichever is greater. If such minimal amount of foreign steel is used, the Contractor shall maintain a record of the costs to ensure that the allowable limit is not exceeded.

In accordance with 2 CFR 184, all non-ferrous metals, plastic and polymer-based products, glass, fiber optic cable, optical fiber, lumber, drywall, and engineered wood construction material permanently incorporated into this project will be produced in the U.S.

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

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

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

SPECIFICATIONS :

The Delaware specifications entitled "*Standard Specifications for Road and Bridge Construction January, 2026*", with the applicable version defined in the 'GENERAL DESCRIPTION' and hereinafter referred to as the *Standard Specifications*; shall govern the work to be performed under this contract. The Contractor shall make itself aware of these specifications, revisions and corrections, and apply them to the applicable item(s) of this contract.

CLARIFICATIONS :

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

DelDOT 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 :

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

EQUALITY OF EMPLOYMENT OPPORTUNITY ON PUBLIC WORKS :

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

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

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

1. The contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, sexual orientation, gender identity or national origin. The contractor will take positive steps to ensure that applicants are employed and that employees are treated during employment without regard to their race, creed, color, sex, sexual orientation, gender identity or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or

termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places available to employees and applicants for employment notices to be provided by the contracting agency setting forth this nondiscrimination clause.

2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, sexual orientation, gender identity or national origin.
3. The contractor will ensure employees receive equal pay for equal work, without regard to sex. Employee pay differential is acceptable if pursuant to a seniority system, a merit system, a system which measures earnings by quantity or quality of production, or if the differential is based on any other factor other than sex.

TAX CLEARANCE :

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

LICENSE :

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

SUBCONTRACTOR LICENSE: 29 DEL. C. §6967:

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

DIFFERING SITE CONDITIONS:

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

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

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

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

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

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

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

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

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

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

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

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

CONFLICT WITH FEDERAL STATUTES OR REGULATIONS:

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

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

FEDERAL LABOR AND EMPLOYMENT REQUIREMENTS

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

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

CONVICT PRODUCED MATERIALS:

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

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

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

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

RIGHT TO AUDIT

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

TO REPORT BID RIGGING ACTIVITIES:

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

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

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

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

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

Goals for Minority Participation In
Each Trade

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

Goals for Female Participation In
Each Trade

6.9% (Entire State)

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

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

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

REV. 11-3-80

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

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

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

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

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

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

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TRAINING SPECIAL PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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INTERMODAL SURFACE TRANSPORTATION EFFICIENCY ACT & TRANSPORTATION EQUITY ACT

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

* * * * *

REVISED**DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM SPECIFICATION**

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

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

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

The following definitions apply to this subpart:

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

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

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

DBE-Conscious means actions or a program that are focused specifically on assisting DBEs in increasing their participation in projects, targeted actions that specifically factor in a firm's certified DBE status to meet a contract goal.

DBE-Neutral means actions, or a program undertaken by DelDOT, that is used to assist all small business concerns.

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

DOT-assisted contract means any contract between a recipient and a contractor (at any tier) funded in whole or in part

with DOT financial assistance, including letters of credit or loan guarantees, except a contract solely for the purchase of land.

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

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

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

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

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

Socially and Economically Disadvantaged Owner (SEDO) means any individual who is a citizen (or lawfully admitted permanent resident) of the United States and who a certifier finds to be socially and economically disadvantaged on a case-by-case basis. A determination that an individual is socially and economically disadvantaged must not be made in whole or in part on race or sex. For that reason, applicants may qualify as socially and economically disadvantaged only if they can meet the relevant criteria as described in 49 CFR §26.67:

- i. *Non-presumptive disadvantage.* All applicants must demonstrate social and economic disadvantage (SED) affirmatively based on their own experiences and circumstances within American society, and without regard to race or sex
- ii. *To satisfy the SED requirement* and ensure all determinations of disadvantage are not based in whole or in part on race or sex, an owner must provide the certifier a Personal Narrative (PN) that establishes the existence of disadvantage by a preponderance of the evidence based on individualized proof regarding specific instances of economic hardship, systemic barriers, and denied opportunities that impeded the owner's progress or success in education, employment, or business, including obtaining financing terms available to similarly situated, non-disadvantaged persons.
- iii. *The PN* must state how and to what extent the impediments caused the owner economic harm, including a full description of type and magnitude, and must establish the owner is economically disadvantaged in fact relative to similarly situated non-disadvantaged individuals.
- iv. *The owner must attach to the PN* a current Personal Net Worth (PNW) statement and any other financial information the owner considers relevant.

DBE Participation Goals

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

The regulation, 49 CFR, Part 26, also describes DBE-neutral participation as when a DBE wins a prime contract through

customary competitive procurement procedures or is awarded a subcontract on a prime contract that does not carry a DBE contract goal.

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

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

DBE Project Participation Affidavit

REVISED

As a result of the Issuance of the IFR on September 30, 2025, all DelDOT DBEs were decertified. DelDOT is undertaking the recertification process for DBEs pursuant to the IFR requirements. As DelDOT currently has no certified DBEs, it is not feasible to require the submission of a DelDOT DBE Project Participation Affidavit for this letting. Companies bidding on this letting are NOT required to submit a DBE Project Participation Affidavit with their bid. As soon as DelDOT is able to begin recertifying DBEs pursuant to the standards set forth in the IFR, this requirement will be reinstated in all lettings.

DBE Subcontract Provisions

REVISED

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

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

1. All pertinent provisions and requirements of the prime contract.
2. Assurance that the contractor and subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract.
3. Description of the work to be performed by the DBE subcontractor.
4. The dollar value of each item of work to be completed by the DBE subcontractor and the bid price of each item of work to be completed by the DBE subcontractor.
5. An attached copy of the most current FHWA 1273- Required Contract Provisions Federal-Aid Construction Contracts.
6. Language indicating that retainage will not be withheld unless the prime contract with DelDOT allows for the withholding of retainage.
7. Language requiring the payment of all funds received from DelDOT for work satisfactorily performed within the time frame contemplated by 49 CFR §26.29.

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

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REVISED**CRITICAL DBE
REQUIREMENTS**

As a result of the Issuance of the IFR on September 30, 2025, all DelDOT DBE's were decertified. DelDOT is undertaking the recertification process for DBEs pursuant to the IFR requirements. The decertification of all DBEs impacts some of the critical contract requirements, but others remain in effect as identified below:

1. In the execution of this contract, the successful bidder agrees to comply with the following contract clauses:

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

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

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

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

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

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REVISED

**GUIDANCE FOR GOOD FAITH
EFFORT**

As a result of the Issuance of the IFR on September 30, 2025, all DelDOT DBE's were decertified. DelDOT is undertaking the recertification process for DBEs pursuant to the IFR requirements. As DelDOT currently has no certified DBEs, DelDOT has not included a DBE participation goal in this letting. As such, bidders are not required to provide documentation of Good Faith Efforts with their bids on this letting. As soon as DelDOT is able to begin recertifying DBEs pursuant to the standards set forth in the IFR, this requirement will be reinstated in all lettings.

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CONTRACT PROVISIONS FOR FEDERAL-AID CONSTRUCTION CONTRACTS

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

ATTACHMENTS

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

I. GENERAL

1. Historically, contracting agencies using Federal-aid highway funds were required to ensure Form FHWA-1273 was physically incorporated into all contracts and subcontracts. Effective June 10, 2026, this requirement was eliminated [91 FR 25492]. Future use of Form FHWA-1273 is now optional on the part of the contracting agency using Federal-aid highway funds. FHWA continues to make Form FHWA-1273 available as a convenience to contracting agencies. Contracting agencies must continue to ensure compliance with the provisions cited in Form FHWA-1273 in accordance with the provisions regardless of the use of Form FHWA-1273. Accordingly, the contracting agency retains the authority to determine whether the contractor must use Form FHWA-1273 to physically incorporate required contract provisions in each subcontract and in lower tier contracts. Where permitted by the contracting agency, the contractor may choose other ways to include required contract provisions in each subcontract, besides incorporating Form FHWA-1273. Contract provisions in Form FHWA-1273 are not required to be physically included in subcontracts for design services on Federal-aid design-build contracts, or in purchase orders, rental agreements and other agreements for supplies or services.

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

Contracting agencies may reference Form FHWA-1273 in solicitation-for-bids or request-for-proposals documents.

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's

immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

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

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

II. NONDISCRIMINATION

The contractor and all subcontractors must comply with the following policies: 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27, including any amendments thereto.

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

The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR Part 35 and 29 CFR Part 1630 are incorporated by reference in this contract.

1. Assurances Required:

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

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

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

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

III. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101. Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

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

1. Minimum wages (29 CFR 5.5)

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

paragraph 4. of this section. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph 1.c. of this section) and the Davis-Bacon poster (WH-1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

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

- (i) The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;
- (ii) The classification is used in the area by the construction industry; and
- (iii) The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

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

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

- (i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (ii) The classification is used in the area by the construction industry; and
- (iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

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

(3) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the

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

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

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

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

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

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

2. Withholding (29 CFR 5.5)

a. Withholding requirements. The contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered

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

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

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

3. Records and certified payrolls (29 CFR 5.5)

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

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

of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

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

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

b. *Certified payroll requirements* (1) *Frequency and method of submission.* The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to the contracting agency. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.

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

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

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

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

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

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

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

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

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

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

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

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

(3) *Required information disclosures.* Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address of each covered worker, and must provide them upon request to the contracting agency, the State DOT, the FHWA, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

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

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

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

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

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

b. *Equal employment opportunity.* The use of apprentices and journeyworkers under this part must be in conformity with [29 CFR part 30](#), including any amendments thereto.

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

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

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

6. Subcontracts. The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs (1) through (11) of this section, along with the applicable wage determination(s) and such other clauses or contract modifications as the contracting agency may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate. 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the

contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

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

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

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

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

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

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

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

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

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

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

IV. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Pursuant to 29 CFR 5.5(b), the following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the

Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchpersons and guards.

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

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph 1. of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchpersons and guards, employed in violation of the clause set forth in paragraph 1. of this section, in the sum currently provided in 29 CFR 5.5(b)(2)* for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1. of this section.

* \$33 as of January 15, 2025 (See 90 FR 1859) as may be adjusted annually by the Department of Labor, pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990.

3. Withholding for unpaid wages and liquidated damages

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

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

(1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(2) A contracting agency for its procurement costs;

(3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

(4) A contractor's assignee(s);

(5) A contractor's successor(s); or

(6) A claim asserted under the Prompt Payment Act, [31 U.S.C. 3901–3907](#).

4. Subcontracts. The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs 1. through 5. of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1. through 5. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

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

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

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

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

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

V. SUBLETTING OR ASSIGNING THE CONTRACT

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

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of

the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

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

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;

(2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

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

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

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

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

5. The 30-percent self-performance requirement of paragraph (1) is not applicable to design-build contracts; however,

contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

VI. SAFETY: ACCIDENT PREVENTION

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

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

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR Part 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704). 29 CFR 1926.10.

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

VII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

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

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

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

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the

character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

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

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

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

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

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

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

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

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

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

1. Instructions for Certification – First Tier Participants:

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

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this

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

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

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

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

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

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

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. To verify the eligibility of its principals, as well as the

eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>). 2 CFR 180.300, 180.320, and 180.325.

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

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

* * * * *

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

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

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

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

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

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

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

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

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

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3. Instructions for Certification - Lower Tier Participants:

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

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

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

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

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

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

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

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered

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

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

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 2 CFR 180.325.

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

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

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

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

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

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

* * * * *

X. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

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

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

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

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

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

XI. USE OF UNITED STATES-FLAG VESSELS:

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

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

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

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

extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. 46 CFR 381.7.

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

**ATTACHMENT A - EMPLOYMENT AND MATERIALS
PREFERENCE FOR APPALACHIAN DEVELOPMENT
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS
ROAD CONTRACTS** (40 U.S.C. sections 14501(d) and 14701
and the Appalachian Regional Commission Code as
authorized under 40 U.S.C. section 14302)

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

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

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

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

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

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

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

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

5. The provisions of 40 U.S.C. 14501 allow the contracting
agency to provide a contractual preference for the use of
mineral resource materials native to the Appalachian region.

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

CARGO PREFERENCE ACT

Requirements in the Federal-aid Highway Program

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

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

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

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

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

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

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

NOTE:

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

* * * * *

APPENDICES TO THE TITLE VI ASSURANCE

APPENDIX A

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

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, (Federal Highway Administration (FHWA), or Federal Transit Authority (FTA)), as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts and the Regulations, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Federal Highway Administration (FHWA), or Federal Transit Authority (FTA) to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the Federal Highway Administration (FHWA), or Federal Transit Authority (FTA), as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Highway Administration (FHWA), or Federal Transit Authority (FTA) may determine to be appropriate, including, but not limited to:
 - withholding payments to the contractor under the contract until the contractor complies;
 - and/or cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through five in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts and the Regulations. The contractor will take action with respect to any subcontract or procurement as the Recipient or the Federal Highway Administration (FHWA), or Federal Transit Authority (FTA) may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

APPENDIX E

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

Pertinent Non-Discrimination Authorities:

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

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

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

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

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

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

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

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

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

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

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

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

* * * * *

PREVAILING WAGES

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

REQUIREMENT BY DEPARTMENT OF LABOR FOR SWORN PAYROLL INFORMATION

Title 29 Del.C. §6960 stipulates;

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

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

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

PREVAILING WAGE REQUIREMENTS

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

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

Contractors with questions may contact:

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

<https://dia.delawareworks.com/labor-law/>

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

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

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

PREVAILING WAGES FOR BUILDING CONSTRUCTION EFFECTIVE MARCH 13, 2026

CLASSIFICATION	NEW CASTLE	KENT	SUSSEX
ASBESTOS WORKERS	30.70	37.78	55.01
BOILERMAKERS	91.87	46.61	68.52
BRICKLAYERS	68.29	68.29	68.29
CARPENTERS	64.06	64.06	52.30
CEMENT FINISHERS	96.91	68.92	53.44
ELECTRICAL LINE WORKERS	61.02	52.34	39.90
ELECTRICIANS	86.87	86.87	86.87
ELEVATOR CONSTRUCTORS	121.73	86.57	109.37
GLAZIERS	88.42	88.42	76.04
INSULATORS	71.54	71.54	71.54
IRON WORKERS	79.33	79.33	79.33
LABORERS	59.65	59.65	59.65
MILLWRIGHTS	91.00	91.00	73.10
PAINTERS	61.53	61.53	61.53
PILEDRIERS	93.37	52.83	42.72
PLASTERERS	40.06	40.06	29.69
PLUMBERS/PIPEFITTERS/STEAMFITTERS	82.05	85.29	78.26
POWER EQUIPMENT OPERATORS	85.29	85.29	85.29
ROOFERS-COMPOSITION	36.41	31.28	33.64
ROOFERS-SHINGLE/SLATE/TILE	24.68	29.36	23.08
SHEET METAL WORKERS	87.84	87.84	87.84
SOFT FLOOR LAYERS	63.69	63.69	50.43
SPRINKLER FITTERS	77.63	77.63	77.63
TERRAZZO/MARBLE/TILE FNRS	73.75	73.75	84.10
TERRAZZO/MARBLE/TILE STRS	81.93	81.93	93.27
TRUCK DRIVERS	58.41	36.83	28.66

CERTIFIED:

7-24-2026

BY:

Salma Choudhury / sc

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: T202280202 FEDERAL AID PROJECT NO RSTP 2021 30 WOODLAND FERRY IMPROVEMENTS
FY22, Sussex County

General Decision Number: DE20260009 5/18/2026

Superseded General Decision Number: **DE20250009**

State: Delaware

Construction Type: Building

County: **Sussex County in Delaware**

BUILDING CONSTRUCTION PROJECTS

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022, Executive Order 14026 generally applies to the contract. The contractor must pay all covered workers at least \$17.75 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025. If the contract was awarded on or between January 1, 2015, and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022, Executive Order 13658 generally applies to the contract. The contractor must pay all covered workers at least **\$13.65** per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2025. The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request. Additional information on contractor requirements and worker protections under the Executive Orders is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Modification Number	Publication Date
0	01/02/2026
1	05/18/2026

	Rates	Fringes
BOILERMAKER.....	\$ 55.00	35.48
BRICKLAYER		
Brick Refractory/		
Brick Placement Worker.....	\$ 35.00	24.57
Bricklayer.....	\$ 34.19	27.98
CARPENTER		
Includes Acoustical Ceiling		
Installing, Drywall Hanging,		
Form Work, Metal Stud		
Installation, Scaffold Building,		
Excludes Masonry/Brick, and Excludes		
Soft Floor Layer.....	\$ 32.87	18.98
SOFT FLOOR LAYER.....	\$ 38.02	25.39
MILL WRIGHT.....	\$ 51.54	39.26
ELECTRICIAN		
Includes Low Voltage Wiring		
and Installation of Alarms,		

HVAC/Temperature Controls and Sound and Communication Systems.....	\$ 47.50	35.93
ELEVATOR MECHANIC.....	\$ 71.85	38.44
POWER EQUIPMENT OPERATOR Forklift.....	\$ 48.73	32.23
IRONWORKER Ornamental and Reinforcing.....	\$ 41.10	38.23
LABORER: Backfiller, Jack Hammer, Mason Tender - Brick, Pipelayer, Scaffold Builder (Brick and Masonry), Tamper (Hand Held).....	\$ 29.45	25.70
Mason Tender- Cement/Concrete.....	\$ 31.45	25.70
GLAZIER.....	\$ 49.96	37.56
PLASTERER Fireproofers.....	\$ 38.37	31.64
CEMENT MASON/CONCRETE FINISHER...	\$ 41.69	27.28
PIPEFITTER Industrial.....	\$ 56.43	43.35
PIPEFITTER Includes HVAC PIPE, Installation and Excludes Industrial Work....	\$ 42.62	22.77
SPRINKLERFITTER Fire Sprinklers.....	\$ 46.47	29.56
SHEET METAL WORKER Includes HVAC Duct Installation.....	\$ 33.63	40.60
TILE SETTER.....	\$ 57.98	1.11
TILE FINISHER.....	\$ 35.40	4.31

	Rates	Fringes
ROOFER, EXCLUDES INSTALLATION OF METAL ROOFS..	\$27.98	27.90
ROOFER (INSTALLATION OF METAL ROOFS ONLY).....	\$39.09	30.77
PLUMBER.....	\$45.40	16.23
PAINTER (BRUSH AND ROLLER).....	\$40.57	0.94
OPERATOR: CRANE.....	\$31.59	16.83
OPERATOR: BULLDOZER.....	\$25.89	0.00
OPERATOR: BACKHOE/EXCAVATOR/TRACKHOE.....	\$36.08	12.02
LABORER: COMMON OR GENERAL.....	\$24.45	8.65
IRONWORKER, STRUCTURAL.....	\$43.59	7.41

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

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

Note: Executive Order 13658 generally applies to contracts subject to the Davis-Bacon Act that were awarded on or between January 1, 2015, and January 29, 2022, and that have not been renewed or extended on or after January 30, 2022. Executive Order 13658 does not apply to contracts subject only to the Davis-Bacon Related Acts regardless of when they were awarded. If a contract is subject to Executive Order 13658, the contractor must pay all covered workers at least \$13.65 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract from May 11, 2026, through December 31, 2026. The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under Executive Order 13658 is available at www.dol.gov/whd/govcontracts.

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

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

Union Rate Identifiers

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

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

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in

the example, indicates the date the wage determination was updated to reflect the most current union average rate.

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

Survey Rate Identifiers

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

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

State Adopted Rate Identifiers

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

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

Washington, DC 20210

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

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

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

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

Write to:

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

=====
END OF GENERAL DECISION

Contract T202280202
Woodland Ferry Improvements, FY22

SPECIAL PROVISIONS

S.P. Code	SPECIAL PROVISION DESCRIPTION
202560-25	CONTAMINATED MATERIAL
302502-25	STONE COBBLES
763511-25	MAINTENANCE BUILDING
763520-25	ELECTRONIC TICKETING
763598-25	FIELD OFFICE, SPECIAL I
801600-25	MAINTENANCE OF TRAFFIC, ALL INCLUSIVE
911509-25	MULCHING

202560 - CONTAMINATED MATERIAL

Description:

Contaminated Material is defined as solids or liquids (including soil) potentially contaminated with a hazardous substance, requiring special handling and/or disposal per state or federal regulation.

Overview of Costs:

A. Potential contaminated solids may affect contractor's costs as follows:

1. Additional cost to normal excavation requirements:
 - a. Cost of 8 mil plastic for placement under and over solid contaminated material,
 - b. Maintaining the segregated contaminated solids staging area.
2. Reduced cost to normal excavation requirements:
 - a. Not required to, or charged for, transport of contaminated material from site.
 - b. Not required to, or charged for, disposal of contaminated soil.

B. Potential contaminated liquids will affect contractor's cost as follows:

1. Additional cost to normal excavation requirements:
 - a. Cost of supplying appropriately sized watertight containers.
 - b. Cost of cleaning of rented frac tanks (if applicable).
2. Reduced cost to normal excavation requirements:
 - a. Not required to, or charged for, transport of contaminated material from site.
 - b. Not required to, or charged for, disposal of contaminated liquids.

Construction Methods and Responsibilities:

A. Contractor's Responsibilities for potential contaminated solids:

1. The Contractor shall provide the appropriate equipment and personnel necessary to excavate, stage, and load contaminated material for off-site disposal. If required for the site, the work will be performed in accordance with the procedures described in the site specific "Contaminated Materials Management Plan".
2. The Contractor shall immediately be responsible for notifying the Department's HAZMAT Program Manager's office (302-894-6308) for scheduling coordination with the environmental representative. Submit a proposed schedule of work for review and approval prior to any commencement of work on this site. Coordinate with all utility companies prior to excavation. The Department's environmental representative shall be present during all phases of work associated with the excavation and removal of potentially contaminated material.
3. The Contractor shall excavate material in accordance with the project specifications. Separate the contaminated soil from the clean soil as designated by the Department. The contaminated soil shall be placed in the designated staging area. The staging area shall be lined with 8-mil plastic and a berm constructed to minimize storm water run-off. Cover the staging area with 8-

mil plastic at the end of each workday. Ensure the cover is secured so the contaminated soil remains entirely under the plastic. The Contractor shall load contaminated soil onto trucks arranged by the Department's environmental representative when the contaminated soil is shipped off-site to a licensed disposal/treatment facility. Backfill and compact the excavated area(s) in accordance with the contract.

B. Contractor's Responsibilities for potential contaminated liquids:

1. The Contractor shall provide the appropriate equipment and personnel necessary to remove and stage contaminated liquids for off-site disposal. If required for the site, the work will be performed in accordance with the procedures described in the site specific "Contaminated Materials Management Plan".
2. The Contractor shall immediately be responsible for notifying the Department's HAZMAT Program Manager's office (302-894-6308) for scheduling coordination with the environmental representative. Submit a proposed schedule of work for review and approval prior to any commencement of work on this site. Coordinate with all utility companies prior to excavation. The Department's environmental representative shall be present during all phases of work associated with the removal of potentially contaminated liquids.
3. The Contractor shall remove liquids in accordance with the project specifications. The potentially contaminated liquids shall be placed in the appropriate watertight container(s). The watertight container(s) shall be placed in the designated staging area. If rented frac tanks are utilized, once removal of the contaminated liquids by the Department's environmental representative is completed, the Contractor shall be responsible to have the frac tanks cleaned prior to ending the rental.

Department's Responsibilities:

A. The Department is responsible for providing:

1. the environmental representative;
2. the transportation of contaminated material for disposal; and
3. the disposal of contaminated material.

B. When issued, the "Contaminated Materials Management Plan" will identify;

1. the procedures to be used to excavate and stage the contaminated material;
2. the licensed treatment/disposal facility where the Department will ship the contaminated material;
3. the method the material will be transported to the treatment/disposal facility; and
4. any additional health and safety requirements for site personnel.

C. The Department's environmental representative will be responsible to:

1. conduct a health and safety briefing prior to commencement of activities on the sites to ensure an understanding of all applicable standards, guidelines, laws, procedures, etc. consistent

- with successful completion of this type of activity;
2. potentially conduct air monitoring during any excavation activities at the site to identify and mitigate fire, explosion and vapor hazards;
 3. coordinate the excavation activities with all applicable local, state, and federal environmental regulatory agencies;
 4. oversee the excavation, removal and treatment/disposal of the material in the designated area(s) and perform such tests as field screening for soil contamination utilizing vapor monitoring techniques and collect soil samples for laboratory analysis to meet the requirements of the treatment/disposal facility, DNREC and/or the USEPA;
 5. subcontract with the disposal/treatment facility to provide transportation and disposal/treatment of all contaminated materials to be removed as part of the project;
 6. measure the quantity of the contaminated material removed, via certified scale weights, for the Department's records.

Method of Measurement:

The Department will not measure contaminated material. It will be included in the excavation quantity.

Basis of Payment:

- A. The Department will make no additional payment for the handling of contaminated material. Price and payment will be included in the excavation items and will constitute full compensation for:
 1. excavation and backfilling;
 2. constructing and maintaining soil staging area;
 3. placement of contaminated soil;
 4. providing plastic and daily covering; and
 5. loading of contaminated soil for removing.
- B. The Department reserves the right to delete this contingency item from the contract. The Contractor shall make no claims for additional compensation because of deletion of the item.
- C. No payment will be made for any work done without a Department approved Inspector or environmental representative present to provide environmental oversight.
- D. The Department will pay for the following:
 1. the environmental representative;
 2. the transportation of contaminated material for disposal; and
 3. the disposal of contaminated material.

2/26/25

Hazmat

302502 – STONE COBBLES**Description:**

Provide and place stone cobbles in the mitigation site to the limits shown on the contract documents.

Materials:

Provide a mixture of 10", 6", and 3" subrounded and rounded stones as noted within the “cobbles” section in the table below.

Table 3–1 Particle gradation scales for earth materials

inches	U.S. Standard Sieve No.	mm	Unified Soil Classification System ^{1/}	AASHTO ^{2/}	AGU ^{3/}	USDA ^{4/}	Udden-Wentworth ^{5/}
		4026 —					
		2048 —	boulders		boulders	boulders	boulders
		1024 —		boulders			
		512 —					
	12	200 —					
	10	256 —	cobbles		cobbles	cobbles	cobbles
	6	128 —					
	3	75 —					
		64 —					
		32 —	coarse gravel	coarse gravel	coarse gravel		
0.75	1	25.4 —					
		19 —					
		16 —					
0.5		12.7 —	fine gravel	fine gravel	medium gravel	gravel	pebble gravel
0.375		9.5 —					
		8 —					
0.25		6.35 —			fine gravel		
	4	4.76 —					
		4 —	coarse sand				granule
	10	2 —		coarse sand			
		1 —	medium sand		coarse sand	coarse sand	coarse sand
	40	0.5 —					
		0.425 —			medium sand	medium sand	medium sand
		0.25 —	fine sand	fine sand	fine sand	fine sand	fine sand
		0.125 —					
	200	0.074 —			very fine sand	very fine sand	very fine sand
		0.0625 —					
		0.05 —					
		0.031 —		silt			
		0.0156 —			silt	silt	silt
		0.0078 —	silt or clay				
		0.005 —					
		0.0039 —		clay			
		0.001 —		colloids	clay	clay	clay

1/ Unified Soil Classification System, ASTM D2487

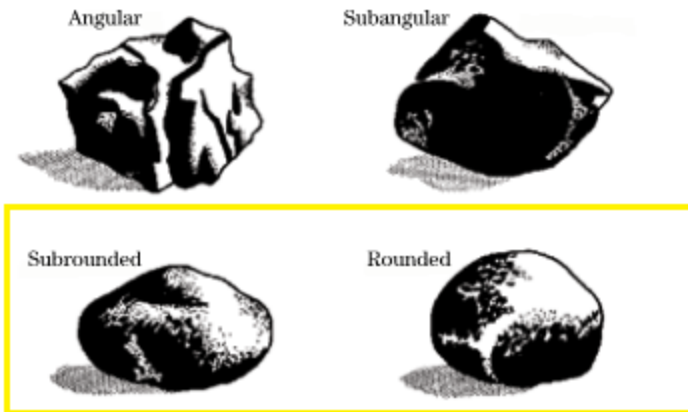
2/ AASHTO, American Association of State Highway and Transportation Officers (AASHTO 1998)

3/ AGU, American Geophysical Union (Lane 1947)

4/ USDA textural classification system (USDA 1951)

5/ Udden-Wentworth classification system (Udden 1914; Wentworth 1922)

Figure 3-2 Particle shapes



Construction:

- A. Prepare the subgrade to the plan elevation to allow for a 12 inch +/- layer of cobbles to be placed.
- B. Place the stone cobbles uniformly, equally distributing the various stone sizes.

Method of Measurement:

- A. The Department will measure stone cobbles as the number of tons of stone cobbles placed and accepted.
- B. The Department will determine weight in accordance with Section 109.1.

Basis of Payment:

The Department will pay for stone cobbles at the contract unit price per ton. Price and payment constitute full compensation for excavating and preparing the subgrade, providing, and placing all materials.

11/4/22

763511 - MAINTENANCE BUILDING

DESCRIPTION:

This work consists of constructing a new Administration Building as indicated in the Contract Drawings and in accordance with Appendix A - Technical Specifications.

MATERIALS AND CONSTRUCTION:

All materials and construction shall conform to the requirements of the Contract Drawings and in accordance with Appendix A - Technical Specifications.

MANDATORY PRE-BID MEETING:

All bidders must be represented at the Mandatory Pre-Bid Meeting(s) for this contract. The meeting information is provided on the first page of this contract (page i). The bidder's representative must sign-in and identify the name of the bidder they represent.

Failure to sign-in with the bidder's company name at the Mandatory Pre-Bid Meeting will result in the bidder being found non-responsible and non-responsive, and their bid will be rejected.

METHOD OF MEASUREMENT:

This item will be made on a lump sum basis wherein no measurement will be made.

BASIS OF PAYMENT:

The Department will pay for this item on a contract unit price per lump sum bid. Price and payment will constitute full compensation for

1. Providing and placing materials;
2. for all labor, tools, equipment, hardware, and necessary incidentals to complete the work;
3. provide a complete, working and usable facility acceptable to the Engineer.

8/10/2021

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.deldot.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

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

763598 – FIELD OFFICE, SPECIAL I

763599 - FIELD OFFICE, SPECIAL II

Description:

This work consists of providing, erecting, equipping, maintaining, and removing modular offices and adjacent parking areas. These field office units may be situated in different locations. Each field office and parking area are for the exclusive use for Department personnel, engineers, designers, consultants, and inspectors.

Materials:

- A. Each modular office and adjacent parking lot must meet the requirements in Table 1, Table 2, Table 3 and as described below:
1. Weatherproof construction; tightly floored and roofed with air space above the ceiling for ventilation; and fully skirted with rigid, watertight covering overlapping the bottom of the exterior siding to the existing ground.
 2. Supported above the ground and safely secured to its support if the support is an in-ground anchored foundation or by tie-downs to the ground.
 3. Contain interior and exterior paneling, lighting, and plumbing fixtures.
 4. Provide suitable indoor toilet facilities in accordance with the requirements of state and local Boards of Health, or of other bodies or courts having jurisdiction in the area.
 5. Connect to the local water and sanitary lines. If public utilities are not available, utilize freshwater and wastewater holding tanks to provide with running water.
 6. Provide an adequate positive locking system on the inside of the restroom doorway to ensure privacy.
 7. When separate facilities for men and women are not available or required, place a sign with the wording "Rest Room" (letter height 1-inch minimum) over the doorway.
 8. Equip with heating and cooling capabilities to provide comfortable working conditions; this includes an exhaust fan, heating equipment, and air conditioning connected to an operational power source.
 9. Provide electrical, water, fuel, or other utility necessary to fully power HVAC equipment. If electrical service is not readily available from the utility provider, provide and maintain a temporary generator (including fuel) until power can be established.
 10. Perform or arrange all necessary utility connections and/or their maintenance.

11. Provide maintenance of the heating, exhaust fan, and air conditioning equipment by validated service contracts for the length of the contract.
12. Provide maintenance of the potable water supply equipment, refrigerator, and microwave by validated service contracts for the length of the contract. Service contracts must allow a Department-authorized individual to deal directly with the service organization to request repair or maintenance.
13. Provide and maintain the interior with new furnishings. All furnishings must be approved by the engineer prior to installation in the modular field office. Office furnishings remain the property of the Contractor at the conclusion of the Project. Place the following furnishings as directed by the engineer:
 - a. 12 folding chairs;
 - b. 1 large conference table for a minimum of 12 people;
 - c. 2 trash cans with lids and new plastic liners at each disposal interval – 1, 30+ gallons, 1, 10+ gallons;
 - d. 2 dry erase boards a minimum of 4-foot x 3-foot each with markers and erasers;
 - e. 1 floor mat at each entrance;
 - f. 1 long-handled large-size broom with synthetic bristles and dustpan;
 - g. 2 rough plan racks;
 - h. 2 legal size filing cabinets with 4 drawers;
 - i. 1 legal size fire-resistant filing cabinet with lock and key with 4 drawers and meeting underwriters' approval for not less than one hour test.
14. Provide and maintain the following office equipment for each modular field office; engineer must approve the equipment prior to installation in the field office. Deliver the equipment in new and working condition:
 - a. 2 all-in-one print/copy/scan/fax machine capable of producing 35-pages per minute, double-sided, on 8 1/2-inch x 11-inch and 11-inch x 17-inch paper. Machine must be wireless capable and network capable and be able to print/copy/scan in color and in black and white;
 - b. 2 combination electrical surge, spike, and noise protection devices.
15. Provide all consumables required for the office equipment and furnishings for the length of the contract. These consumables must be provided on request and include paper, tape, toner/printer ink, cleaning kits, and batteries. Provide maintenance of all office equipment by a validated service contract for the length of the contract. Service contracts must allow a Department-authorized individual to deal directly with the service organization to request repair.

16. Provide an alarm system in each field office for security with electronic, direct connection to a security service provider. The security systems shall have interior motion, window, and entrance detectors and built in manual fire alarms. The Contractor shall provide validated monitoring and service contracts for the length of the Contract for each field office. These contracts shall allow a Department authorized project person to deal directly with the security service provider to request service and/or repair.
17. Provide and maintain a new telephone equipment system meeting the following requirements:
 - a. 3 lines with a call forward busy feature with 1 line being dedicated to communication with the general public;
 - b. 1 telephone answering machine having all-digital recording, 14-minute message capacity, selectable message time, voice prompt assistance, day/time stamp, call screening, two-digit LED message indicator, toll saver, power failure memory back-up, and message interrupt from any station;
 - c. Locate telephone lines as directed by the engineer;
 - d. Allow a Department-authorized project person to deal directly with the telephone company to report outages and/or request repair;
 - e. Install and perform initial setup of the specified telephone system. Initial installation, setup costs, and final disconnection shall be the responsibility of the Contractor. All subsequent monthly billings, after initial installation and setup, for each field office telephone system shall be received and paid by the Contractor.
- B. Construct a field office parking lot for each modular field office in accordance with all applicable city, county, state, and federal codes.
 1. The parking area and entrance pathways shall be a minimum of 6-inch graded aggregate subbase.
 2. Provide a stabilized construction entrance in accordance with Section 908 adjacent to the parking area within 25-feet of the water service connection.
- C. Construct a stair and deck platform at each exterior door with hand and safety rails designed to last the life of the contract. Rails must conform to the requirements of the Architectural Accessibility Board and other federal, state, and local boards, bodies, and/or courts having jurisdiction in the contract limits.
- D. Maintenance of the modular field office and its adjacent parking area includes the following:
 1. Remove snow and/or ice from the parking area and from the entrance pathways to the field office within 12-hours of each occurrence.
 2. Maintain and replace all provided items, furnishings, and equipment.
 3. Provide bottled water and drinking cups for the water cooler.

4. Provide lavatory supplies, trash bags, and janitorial supplies.
 5. Provide replacement items for all lighting fixtures.
 6. Maintain all utilities including telephone system.
 7. Provide janitorial and waste disposal services twice a week.
 8. Clean up trash and debris from the parking lot once a week.
 9. Maintain the facilities in clean and good working condition; keep rest room stocked with adequate lavatory and sanitary supplies at all times during the period of the Contract.
- E. Field Office, Special Type I consists of 1 single wide trailer measuring 50-foot length by 12-foot width.
- F. Field Office, Special Type II consists of 1 single wide trailer measuring 50-foot length by 12-foot width and 1 double wide trailer measuring 50-foot length by 24-foot width.
- G. Remove the field office from the premises when directed by the Department.

TABLE 1. General Field Office Requirements for Each Modular Office

Doors Leading to Exterior	Minimum of 2 insulated doors; equip each with a keyed passage lock and a keyed deadbolt lock.
Electrical Outlets	Located a minimum of every 10 ft along each wall with a minimum of 2 outlets per room.
Exit Sign	1 lighted "EXIT" sign for each exterior passage door.
Fire Extinguisher	1 per exterior door; may be chemical or dry powder and be UL Classification 10-B:C (min.) and be suitable for Types A:B:C fires.
First Aid Kit	Commercial- or industrial-type first aid and safety kit suitable for Project conditions and hazards, including snakebites.
Height (Floor to Ceiling)	8'-0" nominal.
Insulation	Exterior walls, ceiling, and floor must be insulated.
Internet Access	Via a broadband connection with WiFi access utilizing WPA2 security. Options include cable modem, DSL, or similar service; dial-up is not acceptable. Position the WiFi router to provide sufficient coverage in the field office with a

	minimum 50-ft radius. Provide 2 data jacks in locations indicated on the approved office plan accepted by the Department. Provide usernames and passwords for authorized wireless users as determined by the Department Construction Project Manager. Ascertain the means by which the Internet source will be provided. Provide Internet download and upload speeds of at least 100 Mbps at all times. Coordinate the Internet source with the Department Construction Project Manager to assure compatibility with the Department's hardware/software requirements. Provide and maintain an operational wireless access point. At the Department's sole discretion, a 4G LTE wireless hotspot may be acceptable.
Keys	Minimum of 2 complete sets; give to the engineer's representative.
Lighting	One 4,000-lumen overhead light centrally located and evenly spaced every 10 ft along the interior ceiling, with a minimum of 1 overhead light per room.
Microwave	New; minimum 900 watts.
Other Material Requirements	Free of asbestos and all other hazardous materials.
Parking Spaces	12 functional spaces, each measuring 9'-0" x 20'-0".
Refrigerator	New; minimum 2.6 cubic ft.
Smoke Detector	New; minimum 1 working combination smoke and carbon dioxide detector per room.
Water Cooler	New potable water cooler with hot and cold taps; minimum 5-gallon capacity; maintain a supply of at least 5 gallons of extra water at all times.
Windows	Minimum of 6 insulated windows total; minimum glass area of 1,150 sq inches per window. Equip each

	window with a horizontal mini-blind covering the full glass area, a screen, and a locking device. Cover exterior of each window with steel bar grids.
Water Service Connections	At least 1 outside water service connection shall be provided at each field office. Each water connection shall have a 3/4" frost proof hose bib with vacuum breaker and shall include 100 linear feet of 5/8" minimum diameter reinforced, industrial or commercial grade, soft rubber hose per connection.

TABLE 2. Field Office Requirements for Single Wide Modular Field Office

Exterior Dimensions	The single-wide field office shall have minimum exterior dimensions of 50'-0" length by 12'-0" width.
Floor Space	The single-wide field office shall be new and have a minimum floor space of 600 square feet.
Furnishing Requirements	2 full-size office desks. Each with filing drawer and fully adjustable ergonomic design swivel chair with armrests and 5-leg base having wheel casters.

TABLE 3. Field Office Requirements for Double Wide Modular Field Office

Exterior Dimensions	The double-wide field office shall have minimum exterior dimensions of 50'-0" length by 24'-0" width.
Floor Space	The double-wide field office shall be new and have a minimum floor space of 1,200 square feet.
Furnishing Requirements	6 full-size office desks. Each with filing drawer and fully adjustable ergonomic design swivel chair with armrests and 5-leg base having wheel casters.

Construction:**A. General Requirements:**

1. The Engineer will issue a Notice to Proceed and stipulate the date on or before which the Contractor is expected to begin work in accordance with Section 108.2. Have the office units, their entrances, and their adjacent parking areas and all materials and equipment ready for use at least 7 calendar days prior to the date on which the work is expected to begin as stipulated in the Notice to Proceed and before any construction operations begin. Contract time charges will begin on the day work actually starts or on the date stipulated in the notice to proceed, whichever is earlier. There will be no delays in beginning the contract time charges due to delays in preparing the field office complex.
2. The Contractor is responsible for obtaining all required licenses and permits for installation, and placement of the field office and its parking area.
3. The field office must be available for use by the Department continuously throughout the duration of the Project.

B. Submittals:

1. Submit a specific location layout drawing and construction details for the proposed field office and its parking area for approval by the engineer.
2. Submit a copy of all validated field office, equipment, and maintenance service assistance and/or monitoring agreements and/or contracts as mentioned herein to the Department's administrative office on or before the first day the field office is ready for use.

Method of Measurement:

The Department will not measure field offices.

Basis of Payment:

- A. The Department will pay for field office at the contract unit price per each month that the field office is acceptably provided as determined by the engineer. Partial months will be paid at the rate of 0.033-months per day. Price and payment will constitute full compensation for:
1. Providing, placing, and maintaining all materials;
 2. phone installation, final disconnection, and monthly billing costs;
 3. installation and maintenance of stabilized construction entrance;
 4. submittals and all drawings;
 5. removal and restoration of each field office area, entrance, and adjacent parking area to original conditions;
 6. removing hazardous material and/or underground tanks;
 7. obtaining licenses and permits; and
 8. all incidentals required for the Work.

02/26/2024

801600 – MAINTENANCE OF TRAFFIC, ALL INCLUSIVE

DESCRIPTION:

This work consists of providing temporary traffic control to maintain vehicular, bicycle, and pedestrian traffic through the project work zone.

MATERIALS:

- A. Crashworthy temporary traffic control devices per the DelDOT Temporary Traffic Control Approved Product List: https://deldot.gov/Business/prodlists/pdfs/APL_TTCDevices.pdf
- B. Category I through Category III temporary traffic control devices, in accordance with MASH – Certification of compliance with MASH is required.
 - 1. Category I devices – The manufacturer or contractor may self-certify that the devices meet the MASH criteria.
 - 2. Category II and III devices – Provide devices selected from the Approved Products List and MASH eligibility letter, including all applicable attachments required for each type of device.
- C. Submit documentation requesting approval of temporary traffic control devices 14-days before the start of work. Submission requirements and instructions for source information are listed on DelDOT's website: <https://deldot.gov/Business/prodlists/index.shtml>. The Department approves temporary traffic control devices based on:
 - 1. Self-Certification
 - 2. Approved products lists

CONSTRUCTION:

- A. General Requirement.
 - 1. Place temporary traffic control devices in accordance with the contract and DE MUTCD. Follow the manufacturer's installation instructions.
 - 2. Maintain temporary traffic control devices throughout the project duration. Replace damaged temporary traffic control devices within 24-hours of notification or when directed by the engineer.
 - 3. Maintain temporary traffic control devices at a minimum in a "marginal" condition in accordance with the brochure entitled "Quality Guidelines for Temporary Traffic Control Devices," available from the American Traffic Safety Services Association (ATSSA). The engineer may reject a temporary traffic control device that does not meet the "marginal" condition.
 - 4. Temporary traffic control devices are the contractor's property unless otherwise indicated in the contract.
 - 5. Provide ATSSA traffic control supervisor in accordance with the contract.

B. General Temporary Traffic Control and Traffic Maintenance.

1. Maintain a work zone that protects the travelling public and persons working on the project. If necessary, implement additional safety measures not expressly required by the contract to ensure the safety of all persons.
 - a. The contractor may adjust longitudinal dimensions for maintenance of traffic configurations to fit field conditions.
2. Inventory existing signs within the contract limits
 - a. Maintain existing signs that must remain in place during the project as noted in the contract or as directed by the engineer.
 - b. Remove other existing signs and store.
3. Always maintain access within the project limits.
 - a. Businesses and residences.
 - i. Coordinate temporary driveway or entrance closures for tie-in purposes with the engineer and the property owner in advance of the closures.
 - b. Bus stops, unless otherwise directed by the contract or the engineer.
 - i. Maintain an area for the bus vehicle to safely pick-up and drop-off passengers.
 - ii. Provide an accessible path for pedestrians to safely access the bus stop.
 - c. Bicycles and pedestrians.
 - i. Maintain existing access for bicycles and pedestrians. If temporary sidewalk closures are necessary, install pedestrian detours in accordance with the DE MUTCD. Damage to existing sidewalk will be repaired at the Contractor's expense. Clear sidewalks of all construction debris at the end of each workday.
4. Conduct construction operations in a manner that minimizes delays to traffic.
 - a. Follow the requirements of the memorandum titled, "Temporary Traffic Control within Intersections," of the DE MUTCD for work within intersections or in close proximity to intersections.
 - b. Schedule work in the vicinity of traffic signals to minimize the time during which the signal operates without detection.
 - c. Set temporary traffic control devices on the work zone side of the pavement marking, if possible, when closing a lane adjacent to an open lane.
 - d. Do not close lanes unless a construction activity requiring a lane closure is taking place or will take place within 1-hour of closure, except for buffer lanes on high volume or high-speed roadways. Reopen lanes immediately upon completing the work. Shorten the lane closure for moving operations as work progresses, and as traffic conditions warrant, to keep the length of

the closure to a minimum. Conduct construction operations in a manner that minimizes disruption to traffic during peak hours and periods of heavy traffic flow. The Department will stop the contractor's operations if, in the opinion of the engineer, such operations are unnecessarily impeding traffic.

C. Notification to the engineer.

1. Notification of the engineer for road closures and detours.
 - a. Submit notification no less than 14 calendar days before the start of detours and road closures.
 - b. Obtain the approval of the chief traffic engineer, or designee, a minimum of 48-hours in advance of proposed restrictions beyond those specified in the contract.
2. Written notice to property owners, businesses, and residents.
 - a. Provide written notice 48-hours in advance of the start of construction work including the following:
 - i. The scope of work, working hours, anticipated start and completion dates, and a summary of construction activities that might interfere with property access.
 - ii. A schedule and access coordination plan.
 - iii. The contractor's name, address, and a Department contact phone number.
 - b. Provide written verification to the engineer that the property owners and residents were notified.
 - i. Failure to give proper notice may result in suspension of work in accordance with Section 104.2.D of the standard specifications.
3. Before obstructing a fire hydrant, notify the local 911 center and provide the engineer with written confirmation of the notice.

D. Pavement Edge Drop-offs and Vertical Differences.

1. At the end of each workday, correct all pavement edge drop-offs and vertical differences, in accordance with the DE MUTCD.
 - a. Use TRM to accomplish this work unless the contract specifies an alternate method. Place TRM in accordance with the applicable sections of this specification.
2. When temporary elimination of a drop-off hazard is not possible, follow the requirements of Section 6G.20 of the DE MUTCD. Mark and protect the drop-off hazard with temporary barriers, barricades, or warning signs.
3. Use steel plates to cover unprotected open trench areas accessible by vehicular traffic within the clear zone that will not receive backfill material before the end of the day.
 - a. Provide and install steel plates in accordance with the Standard Construction Details.

- b. Submit steel plate shop drawings prepared and signed by a professional engineer registered in the State of Delaware when using steel plates larger than those specified in the Standard Construction Details. Obtain approval before starting construction. Ensure that the shop drawings:
 - i. Show the intended method to brace, sheet, support, or shore the excavation to prevent a trench failure.
 - ii. Show details of the plating design, the method of fastening the plates, plate thickness, span, bearing, and the method of preventing plate movement.
 - iii. The Department will not allow use of steel plates between November 1 and March 31, without the engineer's approval.
- E. Temporary Pavement Markings.
 - 1. Apply temporary pavement markings at the end of each day's operation to all locations that require permanent pavement markings before returning traffic to unrestricted roadway use.
 - 2. Match temporary pavement markings to the permanent pavement markings shown in the contract or as directed by the engineer.
 - a. Maintain retroreflectivity levels in accordance with the applicable temporary pavement marking Section.
 - b. Refresh temporary pavement markings as required or as directed by the engineer.
 - c. Apply temporary pavement markings in accordance with the applicable temporary pavement marking Section, the DE MUTCD, and DelDOT's Temporary Pavement Markings Policy of the DE MUTCD, when the contract does not provide a layout for temporary markings.
 - 3. Remove conflicting pavement markings as directed by the engineer in accordance with Section 868. The Department will not allow painting over the conflicting pavement markings unless specifically allowed by the contract.
 - 4. When the contract does not provide existing pavement marking information, before beginning construction, submit detailed drawings showing the existing elements for each project location. Include lane and shoulder widths, turn lane lengths, locations of stop bars, turn arrows, crosswalks, and railroad crossings in the drawings.
 - 5. The engineer may require changes to the final pavement markings.
- F. Travel Lane and Road Closure Restrictions.
 - 1. The Department will not allow travel lane, turn lane, ramp, or road closures on interstates, freeways, expressways, or principal arterials during the following holidays, unless otherwise noted in the contract:
 - a. Christmas Day

- b. New Year's Day
 - c. Memorial Day
 - d. Independence Day
 - e. Labor Day
 - f. Thanksgiving Day
 - g. Special Events
2. Keep lanes open for a period of time that depends on the day of the week that the legal or observed holiday falls. The following schedule determines the periods of time the lanes must remain open, unless otherwise allowed by the contract:

TABLE 1: DAY OF HOLIDAY LANE CLOSURES BY DAY OF THE WEEK

<i>Day of holiday or event</i>	<i>Time all lanes must be open to traffic</i>
Sunday	12:00 PM Friday through 5:59 AM Monday
Monday	12:00 PM Friday through 11:59 PM Monday
Tuesday	12:00 PM Monday through 11:59 PM Tuesday
Wednesday	12:00 PM Tuesday through 11:59 PM Wednesday
Thursday	12:00 PM Wednesday through 11:59 PM Thursday
Thursday (Thanksgiving)	6:00 AM Wednesday through 11:59 PM Sunday
Friday	12:00 PM Thursday through 5:59 AM Monday
Saturday	12:00 PM Friday through 5:59 AM Monday

3. Do not close travel lanes or roads within 1-mile of a designated polling place during the primary and general elections that fall during an even numbered year.
4. Follow all additional restrictions that may apply as noted in the contract or as directed by the engineer.
- G. Non-Compliance.
- 1. The Department will consider failure to comply with the requirements of this section as justification for suspension of work in accordance with Section 104.2.D of the standard specifications. The Department will continue assessing time charges until the contractor corrects the deficiencies.
 - 2. Non-compliance includes:
 - a. Failure to correct deficiencies within 24-hours of written deficiency notices related to temporary traffic control.
 - b. Non-compliance with the DE MUTCD or the contract.
 - c. Unsafe operations.
 - d. Placement of non-compliant temporary traffic control devices.

METHOD OF MEASUREMENT:

The Department will not measure this item.

BASIS OF PAYMENT:

- A. The Department will pay for temporary traffic control at the lump sum contract price. Price and payment will constitute full compensation for:
 - 1. Maintenance of traffic activities accepted by the engineer;
 - 2. supply, installation, maintaining, and removing maintenance of traffic devices as required to maintain traffic and as specified by the contract;
 - 3. submitting TTCPs;
 - 4. submitting certifications;
 - 5. use of traffic cones;
 - 6. correcting edge drop-offs;
 - 7. providing and placing steel plates;
 - 8. repairing damage to sidewalks and clearing debris; and
 - 9. a certified ATSSA traffic control supervisor.
- B. The Department will consider the cost to move temporary traffic control devices in accordance with the TTCPs or as necessary to address safety issues as included in this item.
- C. If the contractor does not complete the contract work within the allowable contract time, including approved time extensions, the Department will hold the contractor responsible for providing and maintaining the necessary temporary traffic control devices required to complete remaining work. The Department will not pay for providing or maintaining traffic control beyond expiration of the contract time.
- D. The Department will pay for:
 - 1. Traffic officers in accordance with Section 806.
 - 2. Flaggers in accordance with Section 811.

10/28/2024

911509 - MULCHING

Description:

This work consists of providing, placing, and anchoring mulch.

Materials:

- A. Shredded hardwood bark mulch or an approved equal as accepted by the engineer.
 - 1. Mulching materials will be visually inspected by the engineer prior to delivery at the mulching site and conform to the following requirements:
 - a. Deciduous hardwood source;
 - b. Mechanically ground to a maximum size of 6-inches;
 - c. Relatively free of bark fines dust and exclude all foreign and toxic substances.
 - 2. Submit a written certification for the above listed requirements of the mulch.

Construction:

- A. Place mulch to an approximate depth of 3-inches.
- B. Place mulch such that the final elevation of the mulch is approximately 1-inch lower than the adjacent finished grade, including sidewalk and or curb.

Method of Measurement:

The quantity of mulching will be measured in square yards of actual surface mulched.

Basis of Payment:

- A. The Department will pay for mulching at the contract unit price per square yard. Price and payment will constitute full compensation for:
 - 1. Providing and placing all materials;
 - 2. all methods of securement;
 - 3. all incidentals required to complete the Work.
- B. The Department will pay for:
 - 1. Clearing and grubbing and any grading needed for planting bed preparation in accordance with section 201.
 - 2. Topsoil and topsoiling in accordance with section 908.

6/21/21

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

UTILITY STATEMENT

August 4, 2022

Revised December 20, 2024

STATE CONTRACT No.: T202280202

P6 No.: 21-12001

F.A.P. No.: ESTP-2021(30)

WOODLAND FERRY IMPROVEMENTS, FY22

SUSSEX COUNTY

Utility involvement is not anticipated for the work associated with this project. All proposed improvements outlined in the contract documents shall be adjusted in the field to avoid any and all existing aerial and underground utility facilities, this includes private utility facilities. All existing utility facilities will remain in place and active throughout the duration of the contract. No working/existing utility facilities can be taken out of service.

Should any conflicts be encountered as a result of the State 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. Following contract award date, the State's Contractor shall coordinate any and all potential changes including, but not limited to, identification of potential field conflict; changes in project construction scope; changes in construction phasing; or changes in contractor means and methods of construction with required parties, including the District Engineer and Utility Companies, for approval prior to finalizing and performing work. The State's Contractor shall provide utility companies with adequate notice (not less than 30 calendar days) prior to performing work once approved.

Any utility potential conflicts 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.

The State's contractor shall adjust any at grade features such as valve boxes, manholes, and handholes to match the surface elevation and slope as outlined in the contract documents. Under no circumstances shall any valve box, manhole, handhole, or other at grade structure be paved over, filled, or knocked out of vertical alignment during construction.

General Notes

- 1. The Contractor's attention is directed to Section 105.9 Utilities within the project limits; Miss Utility One-Calls, Delaware 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 method of construction are not taken into account when known utility conflicts are identified. If the Contractor's means and method of construction create a utility conflict the Utility Statement will prevail in discussions with the utility and the Contractor.**
- 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
Mike Sullivan	Comcast able	(302) 752-6025	Mike_Sullivan2@comcast.com
Ryan Shockley	Delaware Electric Cooperative	(302) 349-0723	rshockley@delaware.coop
George Zang	Verizon Delaware, LLC	(302) 422-1238	george.w.zang@verizon.com

7. **As outlined in Chapter 4 of the DelDOT 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



Utilities Section, DelDOT
Eric C. Cimo, P.E., Utilities Engineer
eric.cimo@delaware.gov

1/2/25
Date



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

SHANTÉ A. HASTINGS
SECRETARY

**RIGHT OF WAY CERTIFICATE
STATE PROJECT NO. T202280202
F.A.P. NO. ESTP-2021(30)
WOODLAND FERRY IMPROVEMENTS, FY22
SUSSEX 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

A handwritten signature in black ink, appearing to read 'Breanna Kovach'.

Breanna Kovach, P.E.
Chief of Right-of-Way

July 20, 2026

Updated from September 23, 2025



SHANTÉ A. HASTINGS
SECRETARY

September 9, 2026

ENVIRONMENTAL REQUIREMENTS

FOR

State Contract No.: **T202280202**

Federal Aid No.: **ESTP-2021(30)**

Contract Title: **Woodland Ferry Improvements, FY22**

In accordance with the procedural provisions for implementing the National Environmental Policy Act of 1969, as amended, the referenced project has been processed through the Department's Environmental Review Procedures and has been classified as a Class II Action/Level C.

Class II Action / Level C
CE action: **23 CFR 771.117 (c)(30)**

Environmental (NEPA) Approval Date: **1/28/2025**

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.

Cultural Resources

- On June 3rd, 2026, DelDOT submitted a “No Adverse Effect” finding to the Delaware State Historic Preservation Office (SHPO). Their concurrence was received on September 4th, 2026, under the condition that DelDOT ensures that all contractors are aware that:
 - o The archaeological monitor will have the ability to stop construction work to investigate potential discoveries; and
 - o DelDOT may need to extend a stoppage of work in order to fulfill the unanticipated discovery procedures defined in the PA.
- Contractor access beyond the LOC (as identified on the construction plans) without prior approval from FHWA and DelDOT Environmental Studies staff is prohibited. Should it be necessary to add additional access locations or staging/stockpiling areas, or otherwise modify the project scope, methods, or LOC, DelDOT Environmental Studies staff (DOT_EnvironmentalStudies@delaware.gov) must be contacted.
 - o **Unexpected Discoveries**
 - In the event that previously unidentified cultural resources are discovered or unanticipated effects to historic properties occur during construction, DelDOT shall instruct the contractor to cease construction in the immediate area, and immediately notify FHWA. FHWA shall comply with 36 CFR Part 800.13 by consulting with the DE SHPO. If said discovery or unanticipated effects pertain to resources of Native American affiliation, FHWA and DelDOT shall include the Federally Recognized Indian Tribes in the consultation. The FHWA will notify the DE SHPO and the Federally Recognized Indian Tribes within one (1) working day of the discovery. The FHWA, DelDOT, and the DE SHPO will meet at the location of the discovery within forty-eight (48) hours of the initial notification to determine appropriate treatment of the discovery prior to resumption of construction activities within the area of discovery. If the affected resource is of Native American affiliation, FHWA shall first consult with the Federally Recognized Indian Tribes before implementing any such treatment option.
 - o **Monitoring**
 - A qualified professional archaeologist under Stipulation VI.A. with previous experience monitoring construction work will be present at the Project to observe and document any evidence of archaeological resources. If archaeological resources are observed, the procedures under Stipulation IV. will be followed.
 - o **Subsequent Changes to the Project**
 - If DelDOT in consultation with FHWA proposes any changes to the Project affecting location, design, methods of construction, materials, or footprint of the Project, DelDOT shall provide the DE SHPO, and other consulting parties identified later in time with information concerning the proposed changes.

The DE SHPO and consulting parties will have thirty (30) days from the receipt of this information to comment on the proposed changes. The FHWA shall consult with the federally recognized tribes regarding the proposed changes to the Project. DelDOT shall take into account any consulting party comments, prior to implementing such changes. Should changes occur, DelDOT in consultation with the DE SHPO, may need to redefine the APE beyond the areas depicted in Attachment A (attached). DelDOT shall consult with the DE SHPO to identify and evaluate historic buildings, structures, sites and/or districts in any newly affected areas, and assess the effects of the Project thereafter, following the process outlined for Historic Properties under 36 CFR 800.13.

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).

A handwritten signature in black ink that reads "Maia Lee". The script is cursive and fluid, with the first name "Maia" and last name "Lee" clearly distinguishable.

Maia Lee

Environmental Specialist II

Environmental Stewardship

Delaware Department of Transportation

PROJECT PROGRAMMATIC AGREEMENT

**AMONG THE FEDERAL HIGHWAY ADMINISTRATION,
THE DELAWARE STATE HISTORIC PRESERVATION OFFICE,
AND THE DELAWARE DEPARTMENT OF TRANSPORTATION**

**REGARDING THE WOODLAND FERRY HOUSE PROJECT
SUSSEX COUNTY, DELAWARE**

**STATE CONTRACT NUMBER: T202280202
FEDERAL AID NUMBER: ESTP-2021(30)**

WHEREAS, the Federal Highway Administration (“FHWA”) with the Delaware Department of Transportation (“DelDOT”) propose to replace the Crew House at the Woodland Ferry in Sussex County, Delaware, “Project,” (**Attachment A**); and

WHEREAS, FHWA, in consultation with DelDOT and the Delaware State Historic Preservation Office (“DE SHPO”), has established the Project’s Area of Potential Effects (“APE”), as defined in 36 CFR § 800.16(d), as those areas within the Limit of Construction (“LOC”), Temporary Construction Easements (“TCE”), Permanent Easements (“PE”), Right of Way (“ROW”), and adjacent or contiguous properties where visual effects may occur (**Attachment B**); and

WHEREAS, FHWA affords the public an opportunity to comment on the effects of the Project on historic properties through the National Environmental Policy Act (“NEPA”) of 1969, as amended, and through DelDOT’s Public Involvement Procedures; and

WHEREAS, DelDOT, in coordination with FHWA and the DE SHPO have determined that no archaeological resources are likely within the LOC and executed a historic architecture study to identify properties eligible for the National Register of Historic Places (“NRHP”); and

WHEREAS, FHWA has invited the Delaware Nation and the Delaware Tribe of Indians to consult on the Project and shared project details with them; and

WHEREAS, FHWA has invited the Woodland Ferry Association, Nanticoke Heritage Byway, Donald Martin, Preservation Delaware, Inc., and Woodland Community Church and they have all accepted; and

WHEREAS, FHWA pursuant to 36 CFR § 800.4(a)(2), has determined that within the APE, the following properties are listed in or are eligible for the NRHP (**Attachment C**):

Woodland Ferry (Cannon’s Ferry) Historic District (S00178);
Woodland United Methodist Church and Cemetery (S06505); and

WHEREAS, the FHWA has consulted with the DE SHPO in accordance with Section 306108 of the National Historic Preservation Act, 54 U.S.C. Chapter 3061 (formerly termed Section 106 under 16 U.S.C. 470f), and its implementing regulations (36 CFR § 800) to resolve the potential adverse effects of the Project; and

WHEREAS, FHWA and DelDOT, in consultation with the DE SHPO, have applied the Criteria of Adverse Effect to known historic properties and has determined that provided that the Stipulations contained herein are fulfilled, that the Project will *not* adversely affect historic properties; and

WHEREAS, FHWA has determined that the Project may also affect as yet unidentified historic properties that have not been subject to prior cultural resource investigations, such as areas that are associated with proposed Project modifications or other Project-related ancillary activities including, but not limited to, staging, stockpiling and access areas, and disposal sites, and that the APE may need to be revised to consider such areas; and

WHEREAS, The Advisory Council on Historic Preservation (“ACHP”) supports the creation of Project Programmatic Agreements (“PPA”) [36 CFR § 800.14(b)(3)], rather than a Memorandum of Agreement under certain circumstances, and

WHEREAS, the FHWA has notified the ACHP on July 19, 2023, of their proposal to develop a PPA for this undertaking and invited their participation in accordance with 36 CFR § 800.14(b); and

WHEREAS, the ACHP has notified the FHWA and DE SHPO of their decision not to participate in consultation for the Project on August 2, 2023; and

WHEREAS, DelDOT has participated in the consultation, has responsibilities for implementing stipulations under this PPA, and has been invited to be a signatory to this PPA;

NOW, THEREFORE, FHWA, DelDOT, and DE SHPO agree that the undertaking shall be implemented in accordance with the following stipulations in order to take into account the effect of the undertaking on historic properties.

STIPULATIONS

I. Responsibilities

- A. FHWA recognizes that it has a unique legal relationship with the federally-recognized Tribes (“Tribes”) set forth in the Constitution of the United States, treaties, statutes, and court decisions; and that consultation with such a Tribe must, therefore, recognize the government-to-government relationship between the federal government and the Tribes. As such, FHWA will be directly responsible for consultation with the Tribes and in accordance with the requirements of 36 CFR § 800.
- B. DelDOT shall be responsible for carrying out the terms of this Agreement except for those specifically reserved for FHWA or DE SHPO.

II. Architectural Resources

While the Woodland Ferry Crew House (S06506) has been determined to be neither a contributing resource to the Woodland Ferry Historic District nor eligible for listing on the NRHP on an individual basis due to loss of integrity, its replacement has the potential to adversely affect the setting of the historic properties identified above as listed in or are eligible for the NRHP. The following steps will be taken to minimize any such adverse effects.

A. Design

DelDOT will ensure that the replacement Crew House will substantially resemble the existing structure, especially in terms of massing, front façade fenestration, color scheme, texture of exterior cladding, decorative details, etc., the design of which will be reviewed by DE SHPO and consulting parties. DE SHPO and consulting parties will have thirty (30) days from the receipt of materials to provide comments on the plans. FHWA and DelDOT shall take into account any comments provided.

B. Vegetative Screening

DelDOT will maintain, or replace as necessary, the existing vegetative screening to the northeast of the Crew House and will maintain existing and provide and maintain additional vegetative screening to the southwest of the Crew House and parking lot if required, the design of which will be reviewed by DE SHPO and consulting parties. DE SHPO and consulting parties will have thirty (30) days from receipt of materials to provide comments on the plans. FHWA and DelDOT shall take into account any comments provided.

C. Effect Assessment

Upon the resolution of Stipulations II.A. and B. the FHWA and DelDOT will apply the Criteria of Effect (36 CFR § 800.5(a)) to the project and determine the project's effect to the Woodland Ferry (Cannon's Ferry) Historic District (S00178) and the Woodland United Methodist Church and Cemetery (S06505) to ensure the project will have no adverse effect to the historic properties. Should FHWA determine the project will result in an adverse effect, FHWA and DelDOT, in consultation with DE SHPO, shall develop a Treatment Plan to mitigate the adverse effects to historic properties.

III. Archaeological Resources

While the LOC appears to have been disturbed by previous construction activities and has been deemed unlikely to contain archaeological resources having the potential to offer important information about the past, DelDOT and FHWA recognize that the Project is located in a region containing numerous Pre-Contact and Contact era archaeological sites and that the potential for archaeological resources is of special concern to the Tribes, the following procure will apply to the ground disturbing activities that are part of the project.

A. Monitoring

A qualified professional archaeologist under Stipulation VI.A. with previous experience monitoring construction work will be present at the Project to observe and document any evidence of archaeological resources. If archaeological resources are observed, the procedures under Stipulation IV. will be followed.

IV. Unexpected Discoveries

In the event that previously unidentified cultural resources are discovered or unanticipated effects to historic properties occur during construction, DelDOT shall instruct the contractor to cease construction in the immediate area, and immediately notify FHWA. FHWA shall comply with 36 CFR Part 800.13 by consulting with the DE SHPO. If said discovery or unanticipated effects pertain to resources of Native American affiliation, FHWA and DelDOT shall include the Federally Recognized Indian Tribes in the consultation. The FHWA will notify the DE SHPO and the Federally Recognized Indian Tribes within one (1) working day of the discovery. The FHWA, DelDOT, and the DE SHPO will meet at the location of the discovery within forty-eight (48) hours of the initial notification to determine appropriate treatment of the discovery prior to resumption of construction activities within the area of discovery. If the affected resource is of Native American affiliation, FHWA shall first consult with the Federally Recognized Indian Tribes before implementing any such treatment option.

V. Subsequent Changes to the Project

If DelDOT in consultation with FHWA proposes any changes to the Project affecting location, design, methods of construction, materials, or footprint of the Project, DelDOT shall provide the DE SHPO, and other consulting parties identified later in time with information concerning the proposed changes. The DE SHPO and consulting parties will have thirty (30) days from the receipt of this information to comment on the proposed changes. The FHWA shall consult with the federally recognized tribes regarding the proposed changes to the Project. DelDOT shall take into account any consulting party comments, prior to implementing such changes. Should changes occur, DelDOT, in consultation with the DE SHPO, may need to redefine the APE beyond the areas depicted in Attachment A. DelDOT shall consult with the DE SHPO to identify and evaluate historic buildings, structures, sites and/or districts in any newly affected areas, and assess the effects of the Project thereafter, following the process outlined for Historic Properties under 36 CFR 800.13.

VI. Administrative Stipulations

A. Personnel Qualifications

All cultural resource work carried out pursuant to this agreement will be performed by or under the direct supervision of a person or persons meeting at a minimum the “*Secretary of the Interior's Professional Qualification Standards*” (<https://www.nps.gov/articles/sec-standards-prof-quals.htm>), formerly 36 CFR 61 Appendix A. DelDOT’s Environmental Stewardship personnel will have direct authority to select and authorize any and all

qualified cultural resource management firms or sub consultants to carry out this work on an as-needed basis throughout the duration of the Project.

B. Survey and Data Recovery Standards

DelDOT shall ensure that any and all cultural resource surveys and/or data recovery plans conducted pursuant to this MOA are done in accordance with the *Secretary of the Interior's Standards and Guidelines for Identification and Evaluation*, and for *Archaeological Documentation*, as applicable, and in accordance with the DE SHPO's *Architectural Survey in Delaware* (2015, or its successor) and *Archaeological Survey in Delaware* (2015, or its successor).

Survey proposals and data recovery plans shall include a research design that stipulates objectives, methods, and expected results; production of draft and final reports; and preparation of materials for curation.

All data recovery plans shall also take into account the Advisory Council on Historic Preservation's guidance for *Recommended Approach for Consultation on Recovery of Significant Information from Archaeological Sites*. Reports will meet professional standards set forth by the Department of the Interior's "*Format Standards for Final Reports of Data Recovery Program*" (42 FR 5377-79).

All data recovery plans, public outreach, or future consultation shall also follow and/or consider any supplemental guidance and provisions provided by, but not limited to, the American Association of State Highway Transportation Officials, FHWA, Transportation Research Boards, National Park Service, Advisory Council on Historic Preservation (ACHP) or recognized academic journals or professional organizations as identified by DelDOT and/or the DE SHPO.

DelDOT shall ensure that all draft and final cultural resource reports are provided to the FHWA and DE SHPO within two (2) years of the completion of any fieldwork. Draft and final cultural resource reports relevant to Native American Sites will also be provided to the Federally Recognized Indian Tribes.

VII. Dispute Resolution

Should any signatory to this Agreement object in writing to any plans, specifications or actions proposed or carried out pursuant to this agreement, FHWA shall consult with the objecting party to resolve the objection. If FHWA determines that the objection cannot be resolved, FHWA shall forward all documentation relevant to the dispute to the ACHP. Within thirty (30) days after receipt of all pertinent documentation, the ACHP will either:

- A. Advise FHWA that the ACHP concurs in FHWA's proposed response to the objection, whereupon FHWA shall respond to the objection accordingly; or

- B. Provide FHWA with recommendations, which FHWA will take into account in reaching final decision regarding the dispute; or
- C. Notify FHWA that it will comment pursuant to 36 CFR § 800.7(a) and proceed to comment. Any ACHP comment provided in response to such a request will be taken into account by FHWA in accordance with 36 CFR § 800.7(c)(4) with reference to the subject of the dispute.

Should the ACHP not exercise one of the above options within thirty (30) days after receipt of all pertinent documentation, FHWA may assume the ACHP's concurrence in its proposed response to the objection.

Any recommendation or comment provided by the ACHP will be understood to pertain only to the subject of the dispute; FHWA's responsibility to carry out all actions under this MOA that are not the subject of the objection will remain unchanged.

VIII. Duration

This MOA shall remain in force until its Stipulations have been fulfilled. This time period shall not exceed five (5) years from the date of the final signature. If within six (6) months prior to the end of this five-year period, stipulations remain unfulfilled, the parties to this Agreement will consult to determine if extension or other amendment of the Agreement is needed. No extension or amendment will be considered in effect unless all the signatories to the MOA have agreed to it in writing.

IX. Review of Implementation

FHWA, DelDOT, and the DE SHPO shall review the project annually, to monitor progress of the implementation of the terms of this PPA. By agreement, DelDOT, DE SHPO and FHWA will meet in May of each year to discuss and report progress on the agreement.

X. Amendments

Any party to this Agreement may propose to FHWA that the Agreement be amended, whereupon FHWA shall consult with the other parties to consider such an amendment, in accordance with 36 CFR § 800.6(c)(7). Any Amendment to the Agreement shall be in writing signed by all parties.

XI. Termination

- A. If the FHWA or DelDOT determines that it cannot implement the terms of this MOA, or the DE SHPO determines that the MOA is not being properly implemented, FHWA, DelDOT, or the SHPO may propose to the other parties to this PPA that it be terminated.
- B. The party proposing to terminate this MOA shall notify all parties to this MOA, explaining the reasons for termination and affording them at least thirty (30) days to consult and seek alternatives to termination. The parties shall then consult.

- C. Should all consultation fail, FHWA or the DE SHPO may terminate the MOA by so notifying all parties in writing.
- D. Should this PPA be terminated, FHWA shall either:
 - 1. Consult in accordance with 36 CFR § 800.6(a)(1) to develop a new MOA; or
 - 2. Request the comments of the ACHP pursuant to 36 CFR § 800.7(a)

Execution of this PPA by the FHWA, DE SHPO, DelDOT, and ACHP and implementation of its terms is evidence that the FHWA has afforded the ACHP an opportunity to comment on the Woodland Ferry House Project in Sussex County, Delaware, and that the FHWA has taken into account the effects of the undertaking on historic properties.

SIGNATORY PAGE

PROJECT PROGRAMMATIC AGREEMENT

**AMONG THE FEDERAL HIGHWAY ADMINISTRATION,
THE DELAWARE STATE HISTORIC PRESERVATION OFFICE,
THE DELAWARE DEPARTMENT OF TRANSPORTATION, AND
THE ADVISORY COUNCIL ON HISTORIC PRESERVATION**

**REGARDING THE WOODLAND FERRY HOUSE PROJECT
SUSSEX COUNTY, DELAWARE**

**STATE CONTRACT NUMBER: T202280202
FEDERAL AID NUMBER: ESTP-2021(30)**

THE DELAWARE STATE HISTORIC PRESERVATION OFFICER

By: **Suzanne Savery, Director** Digitally signed by Suzanne Savery, Director
Date: 2023.10.13 13:18:59 -04'00'

Suzanne Savery, DHCA Director and State Historic Preservation Officer

Date: 10/13/2023

SIGNATORY PAGE

PROJECT PROGRAMMATIC AGREEMENT

**AMONG THE FEDERAL HIGHWAY ADMINISTRATION,
THE DELAWARE STATE HISTORIC PRESERVATION OFFICE,
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SUSSEX COUNTY, DELAWARE**

**STATE CONTRACT NUMBER: T202280202
FEDERAL AID NUMBER: ESTP-2021(30)**

DELAWARE DEPARTMENT OF TRANSPORTATION

By:  _____
Shanté Hastings P.E., DelDOT Chief Engineer

Date: 10-11-2023

ATTACHMENT A



Location of the APE on United States Geological Survey (USGS) 1:24000-Scale Quadrangle for Sharptown, Maryland (USGS 1992).

ATTACHMENT B



Location of the APE on Aerial Imagery (FirstMap 2017).

ATTACHMENT C

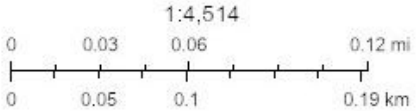
Woodland Ferry Historic District



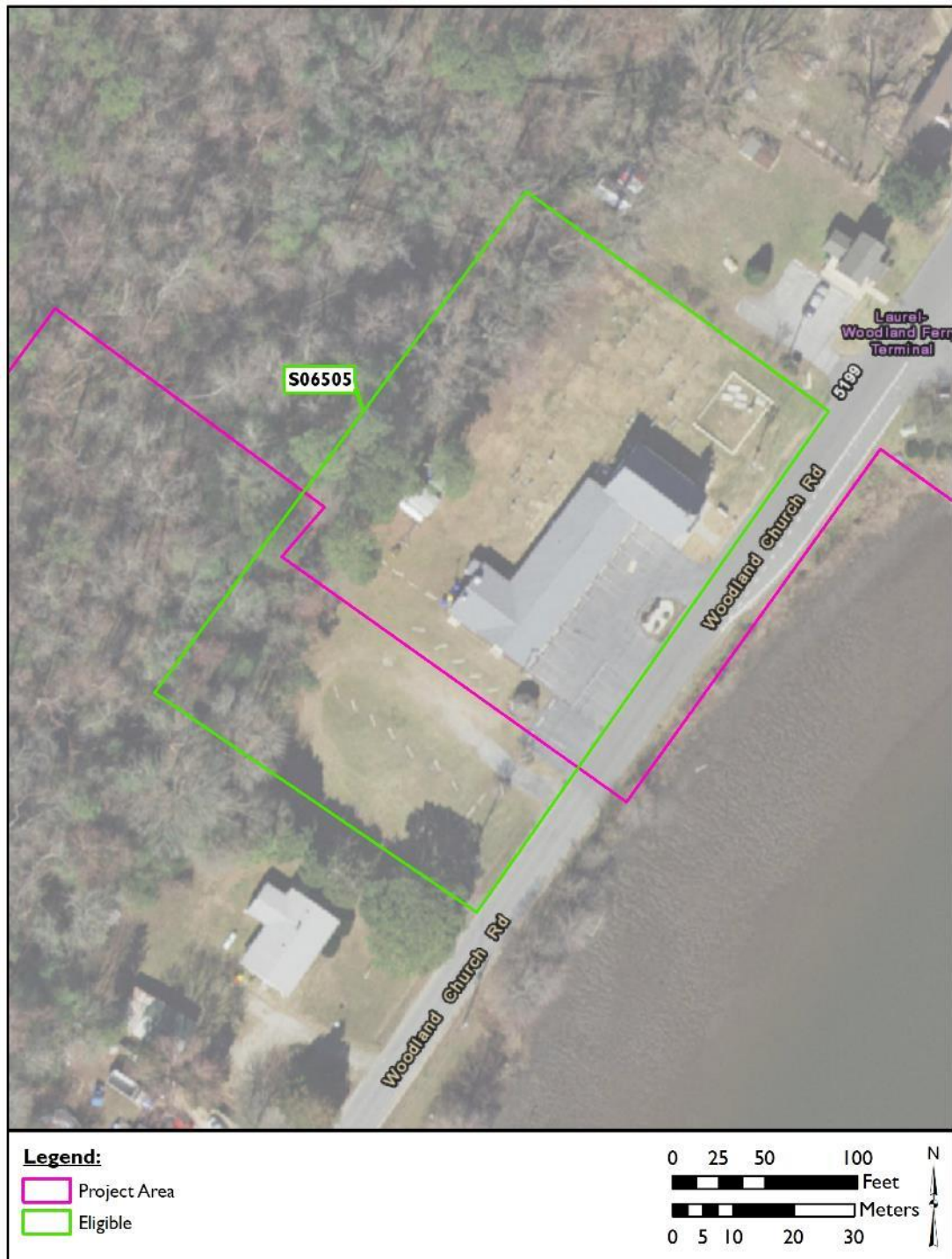
August 4, 2022

HistoricPropertySync

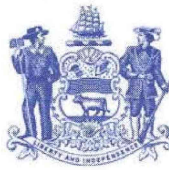
- ◆ National Register-listed
- other surveyed, assigned CRS inventory #
- HistoricProperty_Archaeo
- Historic_Districts
- State Parcels



Sundex Corp



Proposed NRHP Boundaries of the Woodland United Methodist Church (S06505)
(FirstMap 2017).



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.: T202280202

Federal Aid No.: ESTP-2021(30)

Project Title: Woodland Ferry Improvements, FY22

The following railroad companies maintain facilities within the contract limits:

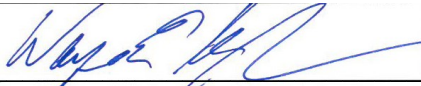
- | | |
|--|---|
| ☐ Amtrak | ☐ Maryland & Delaware |
| ☐ CSX | ☐ Norfolk Southern |
| ☐ State of Delaware
Delmarva Central | ☐ Wilmington & Western |
| ☐ East Penn | ☐ Delmarva Central |
| | ☒ None |

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

3/30/2026

DATE



**Delaware Department of Transportation
Quantity Sheet Summary**

Proposal ID: T202280202

Project Descripton: Woodland Ferry Improvements, FY22

NOT TO BE USED FOR BIDDING

Item Number	Description	Unit	Quantity
201000	CLEARING AND GRUBBING	LS	1
202000	EXCAVATION AND EMBANKMENT	CY	75
209006	BORROW, TYPE F	CY	50
211000	REMOVAL OF STRUCTURES AND OBSTRUCTIONS	LS	1
211001	REMOVAL OF PORTLAND CEMENT CONCRETE PAVEMENT, CURB AND SIDEWALK	SY	240
301001	GABC	CY	60
302002	DELAWARE NO. 3 STONE	TON	1
302502	STONE COBBLES	TON	1
401005	SUPERPAVE TYPE C, 9.5 mm, PG 64-22 (CARBONATE STONE)	TON	30
705001	PCC SIDEWALK, 4"	SF	180
705002	PCC SIDEWALK, 6"	SF	40
762000	SAW CUTTING, BITUMINOUS CONCRETE	LF	20
763000	INITIAL EXPENSE/DE-MOBILIZATION	LS	1
763001	BASELINE SCHEDULE TYPE 1	LS	1
763002	MONTHLY UPDATE SCHEDULE TYPE 1	EAMO	8
763511	MAINTENANCE BUILDING	LS	1

This page is for information only. Do not use this page to submit a Bid.



**Delaware Department of Transportation
Quantity Sheet Summary**

Proposal ID: T202280202

Project Description: Woodland Ferry Improvements, FY22

NOT TO BE USED FOR BIDDING

Item Number	Description	Unit	Quantity
763598	FIELD OFFICE, SPECIAL I	EAMO	8
801600	MAINTENANCE OF TRAFFIC, ALL INCLUSIVE	LS	1
811003	FLAGGER, SUSSEX COUNTY	HOURL	60
811015	FLAGGER, SUSSEX COUNTY, OVERTIME	HOURL	20
819003	INSTALL OR REMOVE TRAFFIC SIGNS	EACH	1
830001	CONDUIT JUNCTION WELL, TYPE 1, 20" X 20" PRECAST CONCRETE	EACH	1
830010	REMOVAL OF EXISTING JUNCTION WELL	EACH	1
861001	PERMANENT PAVEMENT STRIPING, EPOXY RESIN PAINT, 6"	LF	100
861002	PERMANENT PAVEMENT STRIPING, EPOXY RESIN PAINT, 12"	LF	25
863001	PREFORMED RETROREFLECTIVE MARKINGS, ALKYD-THERMOPLASTIC, ACCESSIBLE PARKING SPACE MARKING	EACH	1
905001	SILT FENCE	LF	191
907017	COMPOST FILTER LOGS	LF	62
908004	TOPSOIL, 6" DEPTH	SY	442
908016	PERMANENT GRASS SEEDING, SUBDIVISION	SY	442
908020	EROSION CONTROL BLANKET MULCH	SY	442
908023	STABILIZED CONSTRUCTION ENTRANCE	SY	35

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**Delaware Department of Transportation
Quantity Sheet Summary**

Proposal ID: T202280202

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NOT TO BE USED FOR BIDDING

Item Number		Description	Unit	Quantity
911000		PLANTINGS	LS	1
911509		MULCHING	SY	50
763501		CONSTRUCTION ENGINEERING	LS	1