

## REFERENCED DOCUMENTS

Contract No. **T202606104**

PAVEMENT & REHABILITATION, NORTH II,  
RT 52 INTERSECTION IMPROVEMENTS, 2026

This page contains the referenced documents in the proposal for the above-mentioned contract.

- 1273-23 REQUIRED CONTRACT PROVISIONS  
FEDERAL-AID CONSTRUCTION CONTRACTS  
(FHWA-)1273 – Revised October 23, 2023
- PREVAILING WAGE RATES
  - State of Delaware Wage Rates
  - Davis-Bacon Wage Rates
- SPECIAL PROVISIONS LIST
- STATEMENTS
  - Utility
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  - Environmental
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- ITEMS LIST (Quantity Summary Sheets)

### **DIGITAL ACCESSIBILITY NOTICE**

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**REQUIRED CONTRACT PROVISIONS  
FEDERAL-AID CONSTRUCTION CONTRACTS**

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

**ATTACHMENTS**

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

**I. GENERAL**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### **6. Training and Promotion:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### **10. Assurances Required:**

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

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

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

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

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

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

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

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

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

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

### III. NONSEGREGATED FACILITIES

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

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

### IV. DAVIS-BACON AND RELATED ACT PROVISIONS

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

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

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

#### 1. Minimum wages (29 CFR 5.5)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## 2. Withholding (29 CFR 5.5)

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

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

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

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

### 3. Records and certified payrolls (29 CFR 5.5)

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

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

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

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

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

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

(2) *Information required.* The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under paragraph 3.a.(2) of this section, except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker ( e.g., the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH-347 or in any other format desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division website at <https://www.dol.gov/sites/dolgov/files/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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

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

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

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

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

### 3. Withholding for unpaid wages and liquidated damages

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

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

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

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

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

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

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

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

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

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

### VI. SUBLETTING OR ASSIGNING THE CONTRACT

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

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

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

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

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

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

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

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

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

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

## **VII. SAFETY: ACCIDENT PREVENTION**

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

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

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

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

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

## **VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS**

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

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

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

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

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

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

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

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

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

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

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

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

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

**1. Instructions for Certification – First Tier Participants:**

- a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.
- b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction. 2 CFR 180.320.
- c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default. 2 CFR 180.325.
- d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 2 CFR 180.345 and 180.350.

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

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

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

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

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

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

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**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 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).

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

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

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

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

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

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

\*\*\*\*\*

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

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

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

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

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

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

\*\*\*\*\*

#### **XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING**

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

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

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

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

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

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

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

#### **XII. USE OF UNITED STATES-FLAG VESSELS:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

PREVAILING WAGES FOR HIGHWAY CONSTRUCTION EFFECTIVE MARCH 13, 2026

| CLASSIFICATION            | NEW CASTLE | KENT  | SUSSEX |
|---------------------------|------------|-------|--------|
| BRICKLAYERS               | 68.29      | 68.29 | 73.01  |
| CARPENTERS                | 69.62      | 64.06 | 52.30  |
| CEMENT FINISHERS          | 74.68      | 45.80 | 46.69  |
| ELECTRICAL LINE WORKERS   | 37.71      | 60.93 | 29.82  |
| ELECTRICIANS              | 86.87      | 86.87 | 86.87  |
| IRON WORKERS              | 91.78      | 33.47 | 35.55  |
| LABORERS                  | 58.11      | 53.49 | 52.49  |
| MILLWRIGHTS               | 22.60      | 21.94 | 18.96  |
| PAINTERS                  | 84.99      | 84.99 | 84.99  |
| PILEDRIVERS               | 100.98     | 33.34 | 93.69  |
| POWER EQUIPMENT OPERATORS | 87.03      | 55.57 | 50.91  |
| SHEET METAL WORKERS       | 31.93      | 28.51 | 25.80  |
| TRUCK DRIVERS             | 54.70      | 39.63 | 48.26  |

CERTIFIED: 5/6/2026

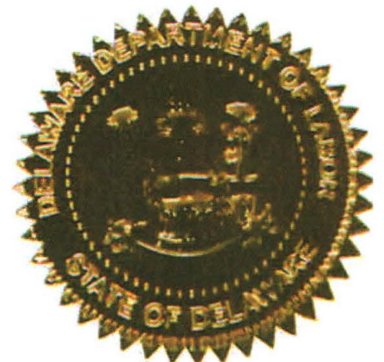
BY: [Signature] / For Fran Chudzick  
ADMINISTRATOR, OFFICE OF LABOR LAW ENFORCEMENT

**NOTE:** THESE RATES ARE PROMULGATED AND ENFORCED PURSUANT TO THE PREVAILING WAGE REGULATIONS ADOPTED BY THE DEPARTMENT OF LABOR ON APRIL 3, 1992.

CLASSIFICATIONS OF WORKERS ARE DETERMINED BY THE DEPARTMENT OF LABOR. FOR ASSISTANCE IN CLASSIFYING WORKERS, OR FOR A COPY OF THE REGULATIONS OR CLASSIFICATIONS, PHONE (302) 318-2769.

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

**PROJECT:** T202606104 FEDERAL AID PROJECT NO NH 2026 13 PAVEMENT AND REHABILITATION NORTH II RT 52 INTERSECTION IMPROVEMEN, New Castle County





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

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 SUDE2022-002 09/08/2022

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

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 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 \$13.30 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. 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](http://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)).

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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.

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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](mailto: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](mailto: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](mailto:dba.reconsideration@dol.gov) or by mail to:

Wage and Hour Administrator  
U.S. Department of Labor

200 Constitution Avenue, N.W.  
Washington, DC 20210

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

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

Write to:

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

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END OF GENERAL DECISION

**SPECIAL PROVISIONS**

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| <b>S.P. Code</b> | <b>SPECIAL PROVISION DESCRIPTION</b>                                     |
|------------------|--|
| 401502-25        | ASPHALT CEMENT COST ADJUSTMENT   |
| 401510-25        | TACK COAT  |
| 401580-25        | RIDE QUALITY OF BITUMINOUS CONCRETE PAVEMENT                             |
| 401690-25        | ENTRANCE, DRIVEWAY, AND INTERSECTING STREET PAVING AND MILLING SURCHARGE |
| 401699-25        | QUALITY CONTROL/QUALITY ASSURANCE OF BITUMINOUS CONCRETE                 |
| 701507-25        | CURB RETAINING WALL  |
| 705531-25        | WET CAST FLEXIBLE DETECTABLE WARNING SURFACE                             |
| 710503-25        | ADJUST GAS VALVE BOXES   |
| 760503-25        | PAVEMENT MILLING, PATCHING   |
| 763518-25        | CONNECTED MACHINERY  |
| 763520-25        | ELECTRONIC TICKETING   |
| 763621-25        | CONSTRUCTION ENGINEERING, REHABILITATION                                 |
| 763626-25        | DIESEL FUEL COST PRICE ADJUSTMENT  |
| 801500-25        | MAINTENANCE OF TRAFFIC, REHABILITATION                                   |
| 806500-25        | TRAFFIC OFFICERS   |

**401502 - ASPHALT CEMENT COST ADJUSTMENT**

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

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

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

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

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

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

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

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

If the Contractor exceeds the authorized allotted completion time, the price of asphalt cement on the last authorized allotted workday, shall be the prices used for cost adjustment during the time

liquidated damages are assessed. However, if the industry posted price for asphalt cement goes down, the asphalt-cement cost shall be adjusted downward accordingly.

**NOTE:**

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

12/14/2020

**401510 – TACK COAT**

**Description:**

The Department will not measure and will make no payment for this item. This language replaces Section 1011 of the Standard Specifications.

**SECTION 1011 -TACK COAT**

**1011.1 Description.**

Provide material in accordance with 1011.2 for thin lift maintenance applications, or as directed by the engineer. Provide material in accordance with Section 1011.3 and selected from the approved product list and in accordance with manufacturer recommendations for all other applications.

**1011.2 Asphalt Cement (PG Graded).**

Provide PG-64-22 (PG 64S-22) as tack coat in lieu of emulsified asphalts.

**1011.3 Emulsified Asphalts.**

1. Anionic emulsified asphalt in accordance with M140 except the sieve test requirement for field samples collected at the point of use shall be a maximum of 0.4 percent.
2. Cationic emulsified asphalt in accordance with M208 except the sieve test requirement for field samples collected at the point of use shall be a maximum of 0.4 percent.
3. Polymer-modified cationic emulsified asphalts in accordance with M316 except the sieve test requirement for field samples collected at the point of use shall be a maximum of 0.4 percent.
4. Non-Tracking emulsified asphalt in conformance with Table 1011.3-1.

| <b>Table 1011.3-1 Non-Tracking Emulsified Asphalt Requirements.</b> |                    |                               |
|---|--------------------|-------------------------------|
| <b>Property</b>   | <b>Test Method</b> | <b>Requirement</b>            |
| Saybolt Viscosity at 77 F, (SFS)                                    | AASHTO T59         | 15-100                        |
| Storage Stability Test, 24 hours, (%)                               | AASHTO T59         | 1 maximum                     |
| Residue by Distillation or Residue by Evaporation, (%)              | AASHTO T59         | 50 minimum                    |
| Sieve Test, No. 20, (%)   | AASHTO T59         | 0.4 maximum for field samples |
| Penetration at 77 F, 100 g, 5 s, (dmm)                              | AASHTO T49         | 10-40                         |
| Solubility in Trichloroethylene, (%)                                | AASHTO T44         | 97.5 minimum                  |

**401580 - RIDE QUALITY OF BITUMINOUS PAVEMENT**

**Description:**

This specification outlines requirements for an acceptable ride surface in addition to requirements established in DelDOT Standard Specifications. The Contractor is responsible for providing smoothness characteristics that meet these requirements. The Contractor is responsible for providing equipment, maintenance of traffic (MOT) as required by the Delaware MUTCD, and performing testing in accordance to this specification. All costs for testing and MOT are incidental to this item. Both the International Roughness Index (IRI) and deviations located within a 10' straightedge are used to characterize smoothness in this Special Provision.

**Definitions:**

*Class 1 Project* - a project that consists of full depth construction. Full depth construction is considered to be when contract documents or modifications provide opportunity for preparation of the subgrade prior to paving.

*Class 2 Project* - a project that consists of a minimum of two smoothness opportunities.

*Class 3 Project* - a project that consists of one smoothness opportunity.

*Deviation* - a hump or depression that exceeds defined tolerances.

*Smoothness Opportunity* - a smoothness opportunity is considered to be any of the following; roadway milling, placement of a leveling course, in-place recycling, or placement of a lift of bituminous concrete. The final wearing surface is considered one smoothness opportunity.

**Equipment:**

The Contractor must have a 10' straightedge available during all paving operations.

The Contractor must also have a high speed or lightweight inertial profiling system that meets requirements of AASHTO M328 capable of collecting data in both wheelpaths simultaneously.

Prior to the start of corrective actions, the Contractor must provide to the Engineer:

1. Manufacturer, Make, and Model of the test system
2. Equipment Owner,
3. Relevant Certifications,
4. Manufacturer Calibration Procedures, and
5. Relevant Operator Training information.

**Testing:**

The Contractor is responsible for testing the pavement surface using an approved inertial profiler in accordance to manufacturer and AASHTO R57 from the start of paving limits to the end of pavement

limits. Testing must be performed 3 times in each lane paved in the direction of traffic flow. Testing must be performed within seven (7) days of completion of project paving operations in each location.

The Contractor is responsible for providing information relative to locations that are to be excluded from calculation of the International Roughness Index. These areas must still meet 10' straightedge requirements.

Areas that are to be tested but will be removed prior to IRI analysis are:

1. 50 feet prior to the first bridge deck expansion joint and 50 feet after the last expansion joint if a bridge deck is excluded from smoothness operations.
2. 50' longitudinally from the center of an existing obstruction within the test area such as a manhole, water main, or catch basin that impedes paving operations.
3. 50' longitudinally from transverse joints that separate it from existing pavement not included on this contract.

Areas that are not to be profiled but are still subject to 10' straightedge requirements are:

1. Shoulder areas
2. Parking lots
3. Ramps, Streets, or Acceleration / Deceleration lanes less than 1000' in length.

### **Submission Requirements:**

Test results must be submitted to the Engineer within five working days of completion of testing. Results not received within the allotted time frame will be assessed a charge of \$1,000.00 per day at the discretion of the Engineer.

The Contractor is required to submit summary table IRI reports from their test equipment for 1 run for each lane and direction of paving. This report must also include:

1. Profiling Company Name
2. Date of Test
3. Contract Number
4. Location Description
5. Testing Personnel

The Contractor is required to submit ERD files for each of the 3 tests run in each lane and direction of paving to the Engineer for analysis. The Contractor must provide to the Engineer written documentation indicating the start and end of bridges and the center of obstructions relative to the stationing used on the testing that are not subject to IRI analysis.

### **Acceptance and Payment:**

Acceptance of the final pavement will be based on Engineer calculated IRI values using ProVAL software upon removal of allowable areas of exemption and the number of deviations found in the pavement surface. The IRI measurements will be calculated in 0.1 mile (528 foot) sections for payment purposes. The average value of the three test runs will be used and the average value will be rounded to the nearest tenth. Payments for each section will be based on estimated tonnage calculated from plan

thickness and widths using the average maximum specific gravity ("Rice") for all surface mix used at that location.

Deviations equal to or in excess of 0.25" in 10' are to be corrected at the Contractor's expense or will have a discount charge of \$200.00 per deviation.

$$\text{Estimated Tonnage} = [L * W * T] * \text{Rice} * 62.4 \text{ (lb/ft;} * (0.0005 \text{ tons / 12 in.)}$$

Where: L = Length Segment (ft.)

W = Lane Width (ft.)

T = Plan Thickness (in.)

$$\text{IRI Incentive / Disincentive} = \text{Estimated Tonnage} * \text{UP} * (\text{PA}-100)/100$$

Where: UP = Contract Unit Price (Dollars)

PA = Pay Adjustment (Table A)

The total pay adjustment for paving work performed on each location is:

$$(3 \text{ IRI adj for each section}) - \text{Total Deviations} * 200$$

It is possible to receive incentive for IRI measurements and a discount charge for excessive deviations on the same project. If a 528' section has an IRI value resulting in a deduction of at least 84% of the section pay, the deviation discount charge for that section is disregarded and the IRI discount charge is the only action taken for that section.

| <b>Table A: Payment Adjustments for IRI</b> |                       |
|---|-----------------------|
| <b>Class 1</b>                              |                       |
| <b>IRI per 0.1 mile Segment (in./mi.)</b>   | <b>Pay Adjustment</b> |
| ≤ 50  | 103%                  |
| > 50 and < 145                              | 100+ 0.2(65- IRI)     |
| ≥ 145                                       | 84%                   |
| <b>Class 2</b>                              |                       |
| <b>IRI per 0.1 mile Segment (in./mi.)</b>   | <b>Pay Adjustment</b> |
| ≤ 60  | 106%                  |
| > 60 and < 170                              | 100+ 0.2(90- IRI)     |
| ≥ 170                                       | 84%                   |

Correction to the paving surface, such as diamond grinding with approved equipment, patching, or other measures may be taken at the Contractor's expense and at the Engineers discretion to correct pavement surfaces assessed a discount charge. The Engineer may require corrective actions including remove &

replace if the deviation discount charge exceeds 50% of the cost of materials or the IRI pay adjustment is 84%. Deviations must be corrected if it is determined that they are at a height or depth that may create a safety concern.

4/10/2019

**401690 – ENTRANCE, DRIVEWAY, AND INTERSECTING STREET PAVING AND MILLING  
SURCHARGE**

**DESCRIPTION:**

This item is to compensate for work associated with paving and milling the tie-ins at entrances, driveways and intersecting streets when such work cannot be completed as part of the mainline (roadway, auxiliary lanes, shoulder) paving operation.

**METHOD OF MEASUREMENT:**

The Department will measure the quantity of entrance, driveway, and intersecting street paving and milling surcharge in tons of bituminous material placed.

**BASIS OF PAYMENT:**

- A. The Department will pay for entrance, driveway, and intersecting street paving and milling surcharge at the contract unit price per ton. Price and payment will constitute full compensation for additional labor and equipment costs involved with reduced production associated with milling and paving areas.
- B. The surcharge limits will extend from the outermost roadway element to the point of tie-in as directed by the engineer.
- C. No Surcharge will be paid:
  - 1. When the intersecting street is to be paved under the same contract;
  - 2. when a tie-in or intersection which exceeds 100 feet from the outermost roadway element;
  - 3. when the tie-in does not exceed three feet from the outermost roadway element; or
  - 4. auxiliary lanes and crossovers in the median of divided highways.
- D. Areas excluded from the paving and milling surcharge will be paid for under normal paving operations.

09/16/2022

**401699 - QUALITY CONTROL/QUALITY ASSURANCE OF BITUMINOUS CONCRETE**

**.01 Description**

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

**.02 Bituminous Concrete Production B Quality Acceptance**

**(a) Material Production - Tests and Evaluations.**

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

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

The first sample of the production day will be randomly generated by the Engineer between loads 0 and 12 (0-250 tons). Subsequent samples will be randomly generated by the Engineer on 500-ton sublots for the production day. Samples not retrieved in accordance with the Contractor's QC plan will be deemed unacceptable and may be a basis for rejection of material produced. Parallel tests or dispute resolution tests will only be performed on material captured at the same time and location as the acceptance test sample. Parallel test samples or Dispute Resolution samples will be created by splitting a large sample or obtaining multiple samples that equally represent the material. The Engineer will perform all splitting and handling of material after it is obtained by the Contractor.

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

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

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

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

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

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

**(b) Pavement Construction - Tests and Evaluations.**

The Engineer will directly base acceptance on the compaction acceptance test results, and on the inspection of the construction, the Contractor's QC Plan work, ride smoothness as referenced in the contract

documents, lift thickness as referenced in the contract documents, joint quality as referenced in the contract documents, surface texture as referenced in the contract documents, and possibly the comparisons of the acceptance test results to the independent test results. For the compaction acceptance testing, the Engineer will sample the work on a statistically random basis and will test and evaluate the work based on daily production.

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

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

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

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

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

Testing locations will be a minimum of 1.0 feet from the newly placed longitudinal joint and 50 feet from a new transverse joint. Cut one six (6) inch diameter core through the full lift depth at the exact location marked by the Engineer. Cores submitted that are not from the location designated by the Engineer

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

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

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

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

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

### **.03 Payment and Pay Adjustment Factors**

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

Pay Adjustment factors will only be calculated on in place material. Removed material will not be used in payment adjustment calculations. Material Production Pay Adjustments will be calculated based upon 70% of the contract unit price and calculated according to section .03(a) of this specification. Pavement construction Pay Adjustments will be calculated based upon 30% of the contract unit price and

calculated according to section .03(b) of this specification.

**(a) Material Production - Pay Adjustment.**

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

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

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

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

Final Material Pay Adjustment =

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

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

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

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

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

| <b>Table 3 B Quality Level Analysis by the Standard Deviation Method</b> |                                  |              |              |              |              |              |              |
|--|----------------------------------|--------------|--------------|--------------|--------------|--------------|--------------|
| <b>PU or PL</b>  | <b>QU and QL for An@ Samples</b> |              |              |              |              |              |              |
|  | <b>n = 3</b>                     | <b>n = 4</b> | <b>n = 5</b> | <b>n = 6</b> | <b>n = 7</b> | <b>n = 8</b> | <b>n = 9</b> |
| 100  | 1.16                             | 1.50         | 1.79         | 2.03         | 2.23         | 2.39         | 2.53         |
| 99   | -                                | 1.47         | 1.67         | 1.80         | 1.89         | 1.95         | 2.00         |
| 98   | 1.15                             | 1.44         | 1.60         | 1.70         | 1.76         | 1.81         | 1.84         |
| 97   | -                                | 1.41         | 1.54         | 1.62         | 1.67         | 1.70         | 1.72         |
| 96   | 1.14                             | 1.38         | 1.49         | 1.55         | 1.59         | 1.61         | 1.63         |
| 95   | -                                | 1.35         | 1.44         | 1.49         | 1.52         | 1.54         | 1.55         |

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|    |      |      |      |      |      |      |      |
|----|------|------|------|------|------|------|------|
| 94 | 1.13 | 1.32 | 1.39 | 1.43 | 1.46 | 1.47 | 1.48 |
| 93 | -    | 1.29 | 1.35 | 1.38 | 1.40 | 1.41 | 1.42 |
| 92 | 1.12 | 1.26 | 1.31 | 1.33 | 1.35 | 1.36 | 1.36 |
| 91 | 1.11 | 1.23 | 1.27 | 1.29 | 1.30 | 1.30 | 1.31 |
| 90 | 1.10 | 1.20 | 1.23 | 1.24 | 1.25 | 1.25 | 1.26 |
| 89 | 1.09 | 1.17 | 1.19 | 1.20 | 1.20 | 1.21 | 1.21 |
| 88 | 1.07 | 1.14 | 1.15 | 1.16 | 1.16 | 1.16 | 1.17 |
| 87 | 1.06 | 1.11 | 1.12 | 1.12 | 1.12 | 1.12 | 1.12 |
| 86 | 1.04 | 1.08 | 1.08 | 1.08 | 1.08 | 1.08 | 1.08 |
| 85 | 1.03 | 1.05 | 1.05 | 1.04 | 1.04 | 1.04 | 1.04 |
| 84 | 1.01 | 1.02 | 1.01 | 1.01 | 1.00 | 1.00 | 1.00 |
| 83 | 1.00 | 0.99 | 0.98 | 0.97 | 0.97 | 0.96 | 0.96 |
| 82 | 0.97 | 0.96 | 0.95 | 0.94 | 0.93 | 0.93 | 0.93 |
| 81 | 0.96 | 0.93 | 0.91 | 0.90 | 0.90 | 0.89 | 0.89 |
| 80 | 0.93 | 0.90 | 0.88 | 0.87 | 0.86 | 0.86 | 0.86 |
| 79 | 0.91 | 0.87 | 0.85 | 0.84 | 0.83 | 0.82 | 0.82 |
| 78 | 0.89 | 0.84 | 0.82 | 0.80 | 0.80 | 0.79 | 0.79 |
| 77 | 0.87 | 0.81 | 0.78 | 0.77 | 0.76 | 0.76 | 0.76 |
| 76 | 0.84 | 0.78 | 0.75 | 0.74 | 0.73 | 0.73 | 0.72 |
| 75 | 0.82 | 0.75 | 0.72 | 0.71 | 0.70 | 0.70 | 0.69 |
| 74 | 0.79 | 0.72 | 0.69 | 0.68 | 0.67 | 0.66 | 0.66 |
| 73 | 0.75 | 0.69 | 0.66 | 0.65 | 0.64 | 0.63 | 0.63 |
| 72 | 0.74 | 0.66 | 0.63 | 0.62 | 0.61 | 0.60 | 0.60 |
| 71 | 0.71 | 0.63 | 0.60 | 0.59 | 0.58 | 0.57 | 0.57 |
| 70 | 0.68 | 0.60 | 0.57 | 0.56 | 0.55 | 0.55 | 0.54 |
| 69 | 0.65 | 0.57 | 0.54 | 0.53 | 0.52 | 0.52 | 0.51 |
| 68 | 0.62 | 0.54 | 0.51 | 0.50 | 0.49 | 0.49 | 0.48 |
| 67 | 0.59 | 0.51 | 0.47 | 0.47 | 0.46 | 0.46 | 0.46 |
| 66 | 0.56 | 0.48 | 0.45 | 0.44 | 0.44 | 0.43 | 0.43 |
| 65 | 0.52 | 0.45 | 0.43 | 0.41 | 0.41 | 0.40 | 0.40 |
| 64 | 0.49 | 0.42 | 0.40 | 0.39 | 0.38 | 0.38 | 0.37 |
| 63 | 0.46 | 0.39 | 0.37 | 0.36 | 0.35 | 0.35 | 0.35 |

|    |      |      |      |      |      |      |      |
|----|------|------|------|------|------|------|------|
| 62 | 0.43 | 0.36 | 0.34 | 0.33 | 0.32 | 0.32 | 0.32 |
|----|------|------|------|------|------|------|------|

| Table 3 B Quality Level Analysis by the Standard Deviation Method |                           |       |       |       |       |       |       |
|---|---------------------------|-------|-------|-------|-------|-------|-------|
| PU or PL  | QU and QL for An@ Samples |       |       |       |       |       |       |
|   | n = 3                     | n = 4 | n = 5 | n = 6 | n = 7 | n = 8 | n = 9 |
| 61  | 0.39                      | 0.33  | 0.31  | 0.30  | 0.30  | 0.29  | 0.29  |
| 60  | 0.36                      | 0.30  | 0.28  | 0.27  | 0.27  | 0.27  | 0.26  |
| 59  | 0.32                      | 0.27  | 0.25  | 0.25  | 0.24  | 0.24  | 0.24  |

| Table 4 - PWL Pay Adjustment Factors |                                       |                                       |
|--------------------------------------|---------------------------------------|---------------------------------------|
| PWL                                  | Pay Adjustment Factor (%)<br>Column B | Pay Adjustment Factor (%)<br>Column C |
| 100                                  | +5                                    | 0                                     |
| 99                                   | +4                                    | -1                                    |
| 98                                   | +3                                    | -2                                    |
| 97                                   | +2                                    | -3                                    |
| 96                                   | +1                                    | -4                                    |
| 95                                   | 0                                     | -5                                    |
| 94                                   | -1                                    | -6                                    |
| 93                                   | -2                                    | -7                                    |
| 92                                   | -3                                    | -8                                    |
| 91                                   | -4                                    | -9                                    |
| PWL<91                               | PWL - 100                             | PWL - 100                             |

**(b) Pavement Construction - Pay Adjustments.**

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

- Degree of compaction of the in-place material

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

1. Calculate the core bulk specific gravity values from the subplot tests values, to the nearest 0.001 unit. Obtain the Theoretical maximum Specific Gravity values from the corresponding laboratory subplot tests.
2. Calculate the Degree of Compaction:  
 Degree of Compaction =  

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

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

|        |               |       |
|--------|---------------|-------|
| 89.0   | 88.75 B 89.25 | -30   |
| 88.5   | 88.26 B 88.74 | -50   |
| =<88.0 | =<88.25       | -100* |

\*remove and replace it at Engineer's discretion for Pay adjustment factor equal to -100% or breaking the mat by crushing aggregate or displacing mixture.

| <b>Table 5A: Compaction Price Adjustment Other<sup>1</sup> Locations</b> |               |                            |
|--|---------------|----------------------------|
| Degree of Compaction   | Range         | Pay Adjustment Factor (%)* |
| >= 97.0  | >= 96.75      | 1                          |
| 96.5   | 96.26 B 96.74 | 1                          |
| 96.0   | 95.75 B 96.25 | 1                          |
| 95.5   | 95.26 B 95.74 | 1                          |
| 95.0   | 94.75 B 95.25 | 1                          |
| 94.5   | 94.26 B 94.74 | 1                          |
| 94.0   | 93.75 B 94.25 | 1                          |
| 93.5   | 93.26 B 93.74 | 1                          |
| 93.0   | 92.75 B 93.25 | 3                          |
| 92.5   | 92.26 B 92.74 | 1                          |
| 92.0   | 91.75 B 92.25 | 0                          |
| 91.5   | 91.26 B 91.74 | 0                          |
| 91.0   | 90.75 B 91.25 | 0                          |
| 90.5   | 90.26 B 90.74 | 0                          |
| 90.0   | 89.75 B 90.25 | 0                          |
| 89.5   | 89.26 B 89.74 | 0                          |
| 89.0   | 88.75 B 89.25 | -1                         |
| 88.5   | 88.26 B 88.74 | -3                         |
| 88.0   | 87.75 B 88.25 | -5                         |
| 87.5   | 87.26 B 87.74 | -10                        |
| 87.0   | 86.75 B 87.25 | -15                        |
| 86.5   | 86.26 B 86.74 | -20                        |
| 86.0   | 85.75 B 86.25 | -25                        |

|         |               |       |
|---------|---------------|-------|
| 85.5    | 85.26 B 85.74 | -30   |
| 85.0    | 84.75 B 85.25 | -40   |
| 84.5    | 84.26 B 84.74 | -50   |
| =< 84.0 | =<84.25       | -100* |

\* remove and replace at Engineer's discretion for Pay adjustment factor equal to -100% or breaking the mat by crushing aggregate or displacing mixture.

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

**.04 Dispute Resolution**

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

Third party resolution testing can be performed at either another Contractor=s laboratory, the Engineer=s laboratory, or an independent accredited laboratory. Unless otherwise mutually agreed upon by DAPA and the Engineer, the Engineer=s qualified laboratory in Dover and qualified personnel shall conduct the necessary testing for third party Dispute Resolution after the Engineer has provided reasonable notice to allow the Contractor to witness this testing. When disputes over production testing occur, the samples used for Dispute Resolution testing will be those samples the properly captured, labeled, and stored, as described in the second paragraph of the section of these specifications titled **.02 Acceptance Plan, (a) Material Production - Tests and Evaluations**. If no samples are available, the original testing results will be used for payment calculations.

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

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

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

## **Appendix A - Repairing Core Holes in Bituminous Asphalt Pavement**

### **Description.**

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

### **Materials and Equipment.**

The following material shall be available to complete this work:

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

The following equipment shall be available to complete this work:

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

### **Construction Method.**

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

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

### **Performance Requirements.**

The Engineer will judge the patch on the following basis:

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

### **Basis of Payment.**

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

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

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

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

### **Structural Number Calculations**

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

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

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

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

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

| New Material                   | Structural Coefficient |
|--------------------------------|------------------------|
| HMA                            | 0.40                   |
| Asphalt Treated Base<br>(BCBC) | 0.32                   |
| Soil Cement                    | 0.20                   |
| GABC                           | 0.14                   |

**Example:**

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

Calculation:

For the Type B lift the calculation would be:

|              |          |   |                    |
|--------------|----------|---|--------------------|
| Existing HMA | 2 * 0.32 | = | 0.64               |
| GABC         | 7 * 0.14 | = | 0.98               |
|              |          |   | <b><u>1.62</u></b> |

For the Type C lift the calculation would be:

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

4/21/2026

**701507 – CURB RETAINING WALL**

**Description:**

This work consists of providing all materials and constructing the curb retaining wall.

**Materials:**

|  |              |
|--|--------------|
| A. GABC  | Section 1005 |
| B. Concrete Structures                         | Section 610  |
| C. Concrete Reinforcement                      | Section 611  |
| D. Curing Compound                             | Section 1022 |
| E. 1/2-inch Preformed Expansion Joint Material | Section 1042 |
| F. Bituminous Joint Sealant                    | Section 1042 |

**Construction:**

Place curb retaining wall in accordance with the Plans and the Standard Construction Details.

**Method of Measurement:**

The Department will measure the quantity of curb retaining wall in linear foot.

**Basis of Payment:**

- A. The Department will pay for curb retaining wall at the contract unit price per linear foot. Price and payment will constitute full compensation for:
  - 1. Providing and placing materials;
  - 2. excavating within the template of the item;
  - 3. backfill and backfilling;
  - 4. foundation preparation;
  - 5. compaction;
  - 6. providing forms and forming; and
  - 7. removal of surplus material and replacement of cracked or damaged curb retaining wall.
- B. The Department will pay for:
  - 1. Excavation and embankment outside the template of the item in accordance with Section 202.
  - 2. Rock removal in accordance with Section 202.
  - 3. Undercut excavation in accordance with Section 202.
  - 4. PCC removal in accordance with Section 211.
  - 5. Sawcutting in accordance with Section 762.

**705531 – WET-CAST FLEXIBLE DETECTABLE WARNING SURFACE**

**Description:**

This work consists of constructing a wet-cast flexible detectable warning surface (DWS).

**Materials:**

- A. Provide a detectable warning surface that meets the following requirements:
  - 1. Flexible and slip-resistant;
  - 2. designed to be a wet-cast application that is set-in-place at the time of PCC placement;
  - 3. the detectable warning surface is readily replaceable after the concrete has set;
  - 4. color in accordance with the DeIDOT PAS Manual;
  - 5. dome pattern in accordance with the Standard Construction Details; and
  - 6. manufacturer provides a minimum product warranty length of 5-years.
  
- B. Detectable warning surface must be weather resistant and durable to normal pedestrian wear and maintenance activities, and show no appreciable fading, lifting, or shrinkage. The detectable warning surface is to conform to the physical properties within Table 1.

| <b>Table 1.</b>            |                                |                            |
|----------------------------|--------------------------------|----------------------------|
| <b>Physical Properties</b> |                                |                            |
| <b>ASTM Reference</b>      | <b>Test Description</b>        | <b>Specification Limit</b> |
| D695                       | Compressive Strength           | 25,000 psi min             |
| D790                       | Flexural Strength              | 15,000 psi min             |
| D638                       | Tensile Strength               | 8,000 psi min              |
| C1028                      | Static Coefficient of Friction | 0.80 min (dry)             |

- C. Products that meet the requirements of this specification are provided in Table 2.

| <b>Table 2.</b>                 |  |   |
|---------------------------------|--|---|
| <b>Acceptable Manufacturers</b> |  |   |
| <b>Manufacturer</b>             | <b>Product</b>                                     | <b>Website</b>  |
| ADA Solutions, Inc.             | 3-Part Cast-In-Place (Wet-Set) Replaceable Tactile | <a href="https://adatile.com/cast-in-place-replaceable/">https://adatile.com/cast-in-place-replaceable/</a> |

|                             |  |   |
|-----------------------------|--|---|
| Access Tile Tactile Systems | Replaceable Cast In Place<br>Detectable/ Tactile Warning<br>Surfaces | <a href="https://acesstile.com/replaceable-cast-in-place/">https://acesstile.com/replaceable-cast-in-place/</a>     |
| Detectable Warning Systems  | Alertcast  | <a href="https://detectable-warning.com/products/alertcast/">https://detectable-warning.com/products/alertcast/</a> |

**Construction:**

- A. Field Meeting.
  - 1. Conduct a field meeting at a location of a proposed DWS, prior to installation.
  - 2. Required attendees include:
    - a. DelDOT Construction Engineer.
    - b. DelDOT Inspector.
    - c. DelDOT Materials & Research representative.
    - d. Contractor, including the DWS installation team.
    - e. Manufacturer representative.
- B. Construct underlying PCC in accordance with Section 705.
  - 1. Do not finish or cure the concrete within the template of the DWS.
- C. Install the detectable warning surface in accordance with the manufacturer's recommendations at the location specified within the Contract.
  - 1. Cut detectable warning surface tiles as necessary, in accordance with manufacturer recommendations, and as directed by the engineer.
  - 2. For an installation of detectable warning surface directly behind a curb radius, use detectable warning surface tiles with a manufactured radius. Do not use modified rectangular tiles to approximate the radius.
  - 3. Place a piece of wood on top of the detectable warning surface. Gently tap the wood with a rubber mallet, taking care to not strike the detectable warning surface directly. Continue tapping until the detectable warning surface tile is flush with the surrounding surface and the DWS is fully set in the PCC
  - 4. Repeat this process as necessary until a detectable warning surface has been installed at the width required in the Contract.
  - 5. Remove and replace any DWS that is not fully set into the PCC, as determined by the engineer.
- D. Check the surface between the detectable warning surface and the surrounding PCC with a straightedge to ensure no vertical surface deviations are present that require correction;

1. Bevel edges of the system with grade changes in between 1/4 and 1/2-inches with a slope no steeper than 2 to 1.
  2. The Department will allow a vertical edge for grade changes up to 1/4-inch.
  3. If a vertical surface deviation is found, correct as necessary.
- E. Create a 1/8-inch separation between the PCC and detectable warning surface with a 1/4-inch finish edge trowel.
- F. Place weight on the top of the detectable warning surface to ensure it remains in place during curing.
1. Finish and cure the PCC in accordance with Section 705.
  2. Once the concrete has cured, remove the weight and remove any protective coverings.

**Method of Measurement:**

The Department will measure the quantity of wet-cast flexible detectable warning surface as the number of square feet installed and accepted.

**Basis of Payment:**

- A. The Department will pay for the quantity of wet-cast flexible detectable warning surface at the contract unit price per square foot. Price and payment constitute full compensation for providing and placing all materials and all incidental required to complete the Work.
- B. The Department will pay for:
1. Saw cutting in accordance with Section 762; and
  2. Providing and placing PCC in accordance with Section 705.
- C. The Department will not pay for any DWS needing to be removed and replaced as determined by the engineer.

**710503 – ADJUST GAS VALVE BOXES**

**Description:**

This work consists of adjusting gas valve boxes.

**Construction:**

Adjust the gas valve box to be flush with the pavement surface in accordance with the contract or as directed by the engineer. Locate the valve box directly over the valve, plumb and level.

**Method of Measurement:**

The Department will measure the adjusting of gas valve boxes as the number of each adjusted.

**Basis of Payment:**

The Department will pay for the quantity of adjusted gas valve boxes at the contract unit price per each. Price and payment will constitute full compensation for all incidentals to complete the Work.

8/15/2024

**760503 - PAVEMENT MILLING, PATCHING**

**Description:**

This work consists of milling the existing bituminous concrete pavement patch areas at the locations and to the depths shown on the plans and/or as directed by the engineer.

**Construction Methods:**

Section 760 Pavement Milling of the Standard Specifications shall be applicable to this item, except the milled patch areas must be paved with material designated on the plans flush with the adjacent pavement prior to opening to traffic.

**Method of Measurement:**

- A. The Department will measure the quantity of pavement milling, patching in square yard per inch of depth.
- B. Any additional depth, not approved by the engineer in writing, will not be measured.

**Basis of Payment:**

- A. The Department will pay for pavement milling, patching at the contract unit price per square yard per inch of depth. Price and payment will constitute full compensation for:
  - 1. Milling or planning the existing pavement;
  - 2. removing and disposing of milled material; and
  - 3. all labor, tools, equipment, and incidentals to complete the Work.

10/03/2022

**763518 - CONNECTED MACHINERY**

**Description:**

This work consists of providing electronic data for telematic-equipped machinery within the project limits.

**General Requirements:**

Connect telematic-equipped machinery to the Department's eConstruction Portal using the Original Equipment Manufacturer (OEM) or approved telematic vendor's open Application Programming Interface (API), in accordance with ISO 15143-3. Transmit data when the machinery's engine is running. Transmit updated data at least every five minutes to the Department's portal.

**Submittals:**

- A. Provide the following information prior to the first chargeable day of work:
  - 1. Product Data: The OEM or telematic vendor(s) technical literature for each system to be utilized on the project.
  - 2. Open API Data: The OEM or telematic vendor(s) technical literature for the open API to be utilized on the project.
  - 3. A list of the applicable machinery expected to be utilized on the project.

**Data Connection:**

- A. Upon establishing a data connection with the Department's Portal, provide the following telematics data as follows:

| <b><u>Data Element</u></b>  | <b><u>Example</u></b> |
|-----------------------------|-----------------------|
| OEM Name                    | Case IH               |
| Model                       | Puma® 165             |
| EquipmentID                 | HACT7210HMD101469     |
| Location datetime           | 2021-09-16T19:17:47Z  |
| Latitude                    | 26.51067              |
| Longitude                   | -80.63166             |
| EngineStatus datetime       | 2021-09-16T19:17:47Z  |
| Running                     | True                  |
| Cumulative Engine Hours     | 6939.95               |
| Cumulative Fuel Consumption | 6922                  |
| Fuel Consumption UOM        | Gal                   |
| Fuel datetime               | 2021-09-16T19:17:47Z  |

B. API malfunction or disconnection shall be reported immediately. Rectify any malfunction or disconnection of the API within 24 hours.

**Optional Data:**

The following telematics data fields may be provided, depending upon equipment type and information availability, but are not required and shall be considered optional:

| <b><u>Data Element</u></b> | <b><u>Example</u></b> | <b><u>Equipment Type</u></b> |
|----------------------------|-----------------------|------------------------------|
| Heading in Degrees         | -168                  | All                          |
| Speed                      | 2.4                   | All                          |
| Speed UOM                  | MPH                   | All                          |
| Width                      | 12.0                  | Paver                        |
| Width UOM                  | Ft                    | Paver                        |
| Depth                      | 2.5                   | Paver, Miller                |
| Depth UOM                  | In                    | Paver, Miller                |
| Drum RPM                   | 109                   | Miller                       |

**Applicability of Machinery:**

A. The following machinery must be connected to the Department's eConstruction Portal:

1. Asphalt Roadway Pavers (excluding sidewalk pavers)
2. Asphalt cold milling machinery (excluding skid steer or loaded mounted cold planning equipment)

B. If equipped with telematics, the following machinery may be connected to the Department's eConstruction Portal.

1. Tandem Rollers
2. Vibratory Soil Compactors
3. Backhoes
4. Loaders
5. Excavators

**Method of Measurement:**

The Department will not measure connected machinery.

**Basis of Payment:**

- A. The Department will pay for connected machinery at the contract lump sum price. Price and payment will constitute full compensation for establishing and maintaining the connection between the OEM or telematic vendor and the Department's eConstruction Portal, for all equipment.
- B. The Department will not pay to retrofit equipment to provide optional data fields.

03/19/2024

**763520 - ELECTRONIC TICKETING**

**Description:**

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

**General Requirements:**

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

**Data Integration:**

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

The data shall be provided as follows:

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

|    |                                     |  |        |     |
|----|-------------------------------------|--|--------|-----|
| 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

**763621 - CONSTRUCTION ENGINEERING, REHABILITATION**

**Description:**

Collect survey information and provide layout in accordance with the contract. Assume full responsibility for any errors and/or omissions in the work of all engineering staff employed.

Provide and have available for the project adequate engineering staff that is:

- A. Competent and experienced to set lines and grades needed to construct the project.
- B. Able to perform the work to the scope and magnitude outlined herein.

Construction engineering functions and requirements:

- A. Provide all necessary surveying equipment required for all engineering work on the project.
  - 1. Check all equipment/instruments prior to use on the project.
  - 2. Immediately replace or recalibrate equipment found to be out of adjustment or inadequate to perform its function to the satisfaction of the engineer.
- B. Perform all computations necessary to establish the exact position of the work from control points and preserve.
  - 1. Maintain adequate workbooks of all computations survey notes and other records.
  - 2. Make available to the Department, neat and legible, all computations, survey notes and other records necessary to accomplish the work.
- C. Provide preliminary topographic survey for all proposed curb ramp locations identified in the Plans and the layout of grade information required by the engineer for curb ramp construction.
- D. Obtain topographic information a minimum of 25 feet in each direction from the back of curb at proposed curb ramp locations.
  - 1. Grades for the edge of pavement, gutter line (if applicable), top of curb, front and back edge of sidewalk, existing obstructions such as utility poles, junction wells, traffic poles and cabinets, manholes, valves, fire hydrants, drainage inlets, steps, retaining walls, building faces or other obstructions that are directly adjacent or within the proposed curb ramp limits.
  - 2. Collect data in a format that is compatible with the Departments design standards and submit to the engineer for evaluation of curb ramps that are located in areas with multiple obstructions, limited area, or other unique characteristics that require more detailed layout. The engineer will provide the final grades for construction of these curb ramps.

3. Establish necessary grades to ensure all proposed curb ramps, roadways or ditches, installation of drainage structures, or other items of work as determined by the engineer, have positive drainage.

Note:

Professional services performed under this item by individuals/firms other than the Contractor are not subject to the subcontracting requirements of Subsection 108.1.

**Method of Measurement:**

The Department will measure construction engineering - rehabilitation as the actual number of hours the survey crew is in the field actively engaged in construction engineering - rehabilitation work.

**Basis of Payment:**

The Department will pay for construction engineering - rehabilitation at the contract unit price per hour. Price and payment constitutes full compensation for providing all labor, equipment, instruments, stakes, and other material necessary to satisfactorily complete the Work.

7/20/23

**763626 - DIESEL FUEL COST PRICE ADJUSTMENT**

**Description:**

This section defines the criteria for payments to the Contractor to reflect increases or decreases in the cost of diesel fuel consumed in the performance of applicable construction work.

**Contract Applicability:**

To have the Diesel Fuel Cost Price Adjustment provisions apply to this project, a properly completed Diesel Fuel Cost Price Adjustment Option form must be submitted to the Department with the Bidder's bid proposal. If a properly completed Diesel Fuel Cost Price Adjustment Option form is not provided by the bidder, the Department will consider the option to apply the Diesel Fuel Cost Price Adjustment provisions for the project to be declined. No further opportunity to elect Diesel Fuel Cost Price Adjustment for the project will be made available.

**Price Adjustment Provisions:**

A. These price adjustment provisions apply to contract items in the contract schedule of prices as grouped by category. Specific pay items to be adjusted are attached as an appendix to this Special Provision. General category descriptions and the fuel usage factors which are applicable to each are as follows:

1. Categories:

| <b>Category</b> | <b>Description</b>                            | <b>Applicability</b>  |
|-----------------|---|---|
| A               | Earthwork                                     | The combined total of applicable item plan quantities must exceed 5,000 CY.   |
| B               | Subbase and Aggregate<br>Base Courses         | The combined total of applicable item plan quantities must exceed 500 tons.   |
| C               | Bituminous Materials<br>(Bases and Pavements) | The combined total of applicable item plan quantities must exceed 500 tons.   |
| D               | Rigid Materials (Bases<br>and Pavements)      | The combined total of applicable plan quantities must exceed 5,000 CY.  |
| E               | Structures                                    | Contract items will be based upon the total value of work performed for each structure including any associated work, i.e. items not grouped under Categories A thru D. |

2. Diesel Fuel Usage Factors:

| Category | Description                       | Factor | Units                                 |
|----------|-----------------------------------|--------|---------------------------------------|
| A        | Earthwork                         | 0.34   | Gallons per CY                        |
| B        | Subbase and Aggregate Base Course | 0.64   | Gallons per Ton                       |
| C        | Flexible Bases & Pavements        | 2.98   | Gallons per Ton                       |
| D        | Rigid Bases & Pavements           | 0.98   | Gallons per CY                        |
| E        | Structures                        | 6.76   | Gallons per \$1,000 of work performed |

| Category | Conversion | Factor             |
|----------|------------|--------------------|
| B        | SY to ton  | 90 lbs/sy-in       |
| C        | SY to ton  | 112.5 lbs/sy-in    |
| D        | SY to CY   | Inches of depth/36 |

3. Delaware Posted Diesel Fuel Price will be issued monthly by the Department at [https://deldot.gov/Business/bids/index.shtml?dc=diesel\\_fuel](https://deldot.gov/Business/bids/index.shtml?dc=diesel_fuel).

- a. The Project Base Price Index (FB) is the index price posted by the Department on the project advertisement date in \$/gallon.
- b. The Fuel Price Index for adjustment (FP), will be the index price posted by the department monthly in \$/gallon.

**Price Adjustment Determination:**

A. The following criteria and conditions will be considered in determining a price adjustment for diesel fuel cost fluctuations on a monthly basis.

1. Unit Price Adjustment Calculation.

- a. When the ratio FP/FB is calculated to be less than 0.95 or calculated to be greater than

1.05, the Department will adjust unit bid price prices in accordance with the following formula:

$$\text{AUP} = (\text{FP}-\text{FB})(\text{F})+(\text{UBP})$$

where:

AUP = Adjusted Unit Price

FP = Fuel Price Index for the month in which prices are adjusted for applicable construction work.

FB = Project Base Price Index

F = Diesel Fuel Usage Factor (See above chart in section 1.2 for usage factors.)

UBP = Unit Bid Price specified in the Contractor's Bid Proposal

**Payment of Adjusted Unit Prices:**

- A. The unit bid prices of work items affected by the fuel escalation will be adjusted by change order, either up or down. The Diesel Fuel Price Index will be used for all the applicable items performed during the monthly period.
- B. If the Contractor exceeds the authorized allotted completion time, the adjusted item prices on the last authorized allotted calendar day or working day shall be the prices used during the time liquidated damages are assessed. However, if the posted price for diesel fuel goes down, the item prices shall be adjusted downward accordingly.
- C. Upon completion of the work and determination of final pay quantities, an adjusting work order will be prepared to reconcile any difference between estimated quantities previously paid and the final quantities. In this situation, the value for FP used in the price adjustment formula will be the average of all FP's previously used for computing price adjustments.
- D. The Department reserves the right to inspect the records of the prime contractor and its subcontractors and material suppliers to ascertain actual pricing and cost information for the diesel fuel used in the performance of applicable items of work.
- E. When applicable items of work, as specified herein, are added to the contract as Extra Work in accordance with the provisions of Section 104.2.E, no price adjustment will be made for fluctuations in the cost of diesel fuel consumed in the performance of the extra work, unless otherwise approved by the Engineer. The current price for diesel fuel is to be used when preparing required backup data for extra work to be performed at a negotiated price. For extra work performed on force account basis,

reimbursement for material and equipment along with specified overhead and profit markups will be considered to include full compensation for the current cost of diesel fuel.

Any Price Increases or Price Rebates that are calculated based on items of work performed by subcontractors will be added to or deducted from payments due to the Contractor in the appropriate pay period. The Contractor shall then accurately record on the appropriate CN-103 form the additions or deductions into adjusted contract value. The Contractor shall make payment to the subcontractor(s) who actually performed the work in accordance with DelCode Title 17, Chapter 8.

4/25/22

**Appendix -- Item 763626 Diesel Fuel Cost Adjustment**

Item No./s

**Category A:** Earthwork N/A  
Excavation & Embankment, Borrow  
(total qty must exceed 5000 CY)

**Category B:** Subbase and Agg. N/A  
GABC, PTB, Soil Cement Base  
(total qty must exceed 500 T)

**Category C:** Flexible Bases and Pavements 401014, 401046, 401030, 401046  
  
Warm Mix Asphalts  
(total qty must exceed 500 T)

**Category D:** Rigid Bases and Pavements N/A  
Concrete, P.C.C. Patching  
(total qty must exceed 5000 CY)

**Category E:** Structures N/A  
Bridges, Large P.C.C. Structures

**801500 – MAINTENANCE OF TRAFFIC, REHABILITATION**

**DESCRIPTION:**

This work consists of providing temporary traffic control to maintain vehicular, bicycle, and pedestrian traffic through the project work zone where roadway and/or full sidewalk detours are specified to be used for completion of repair work.

**MATERIALS:**

- A. Crashworthy temporary traffic control devices in accordance with current AASHTO MASH standards.
- B. Category I through Category III temporary traffic control devices - Certification of compliance with MASH 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 - 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. Place temporary traffic control devices in accordance with the contract and DE MUTCD. Follow the manufacturer's installation instructions.
- B. 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.
- C. 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.
- D. Temporary traffic control devices are the contractor's property unless otherwise indicated in the contract.
- E. 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.

2. The contractor may adjust longitudinal dimensions for maintenance of traffic configurations to fit field conditions.
3. 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.
4. Always maintain access within the project limits for businesses and residences
  - a. Coordinate temporary driveway or entrance closures for tie-in purposes with the engineer and the property owner in advance of the closures.
5. Regarding bus stops, unless otherwise directed by the contract or the engineer:
  - a. Maintain an area for the bus vehicle to safely pick-up and drop-off passengers.
  - b. Provide an accessible path for pedestrians to safely access the bus stop.
6. 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.
7. 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.

- F. Notification to the engineer for road closures and detours.
  - 1. Submit notification no less than 14 calendar days before the start of detours and road closures.
  - 2. 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.
- G. Written notice to property owners, businesses, and residents.
  - 1. Provide written notice 48 hours in advance of the start of construction work including the following:
    - a. The scope of work, working hours, anticipated start and completion dates, and a summary of construction activities that might interfere with property access.
    - b. A schedule and access coordination plan.
    - c. The contractor’s name, address, and a Department contact phone number.
- H. 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 104.8 of the standard specifications.
- J. Before obstructing a fire hydrant, notify the local 911 center and provide the engineer with written confirmation of the notice.
- K. 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:

| <b>TABLE 1: DAY OF HOLIDAY LANE CLOSURES</b> |   |
|--|---|
| <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        |

- L. 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.
- M. Follow all additional restrictions that may apply as noted in the contract or as directed by the engineer.
- N. 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.

O. Non-compliance includes:

1. Failure to correct deficiencies within 24 hours of written deficiency notices related to temporary traffic control.
2. Non-compliance with the DE MUTCD or the contract.
3. Unsafe operations.
4. 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, including, but not limited to:
  - a. temporary warning signs and plaques;
  - b. plastic drums;
  - c. traffic cones;
  - d. arrow panels; and
  - e. truck mounted attenuators.
3. submitting TTCPs;
4. submitting certifications;
5. correcting edge drop-offs; and
6. a certified ATSSA traffic control supervisor.

B. No additional payment will be made to move temporary traffic control devices in accordance with the TTCPs or as necessary to address safety issues as included in this item.

**806500 – TRAFFIC OFFICERS**

**Description:**

In accordance with Section 806.1.

**Materials:**

Not applicable.

**Construction:**

In accordance with Section 806.3.

**Method of Measurement:**

In accordance with Section 806.4.

**Basis of Payment:**

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

07/17/2025



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

SHANTÉ A. HASTINGS  
SECRETARY

**UTILITY STATEMENT**  
**MARCH 10, 2026**  
**STATE CONTRACT NO.: T202606104**  
**F.A.P. NO.: NH-2026(13)**  
**PROJECT I.D. NO.: 2026-00062**  
**PAVEMENT & REHABILITATION, NORTH II, RT 52**  
**INTERSECTION IMPROVEMENTS**  
**NEW CASTLE COUNTY**

**Location:**

Rt.52, Kennett Pike, improvements from/and including the Buck Rd. intersection through Briars/Presidential Lane intersection.

**Scope of Work:**

FULL DEPTH INTERSECTION RECONSTRUCTION AT KENNET PIKE & BRIARS LN, 2" MILLING, P.C.C. AND BITUMINOUS CONCRETE PATCHING, 2" TYPE C (NON-CARBONATE) 76-22 OVERLAY, AND PAVEMENT MARKINGS

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

**CAVILIER TELEPHONE/ WINDSTREAM**  
**CITY OF WILMINGTON**  
**COMCAST COMMUNICATIONS**  
**CROWN CASTLE**  
**DELMARVA POWER ELECTRIC DISTRIBUTION**  
**DELMARVA POWER GAS**  
**NEW CASTLE COUNTY, DEPT. OF PUBLIC WORKS**  
**VERIZON DELAWARE LLC.**

The following is a breakdown of the anticipated involvement per utility company, including any adjustments and/or relocations.

**CAVILIER TELEPHONE/ WINDSTREAM:**

Cavilier Telephone/ Windstream owns and maintains underground communication facilities within the project limits.

**Cavilier Telephone/ Windstream maintains the following underground facilities within project limits:**

1. From the northwest project limits at station 405+00, Windstream maintains buried facilities that run along the east side of Kennett Pike, cross under the Buck Rd. intersection and continue south until they cross beneath Kennett Pike and continue west out of the project limits around station 408+05.

**The following Cavilier Telephone/ Windstream facilities will need to be adjusted/relocated to accommodate the proposed construction:**

None

Cavilier Telephone/ Windstream's review is based upon information contained in DelDOT's **Semifinal Plans** for contract **T202606104**, received on **12/18/25**, and all data available as of this date. Changes in the project scope or in the construction phasing outlined in the previously referenced plan submission may alter the utility company's ability to perform the work. Changes in the project scope or construction phasing may also alter the ability for the company to perform the work in the duration outlined above. Changes in the design or construction means and methods after the contract award date shall be coordinated with the utility company by the State's Contractor to ensure any possible impact is reviewed and approved by the utility. The cost of utility coordination is incidental to the contract. See "general notes" below for additional information.

Should the utility apertures be in conflict with the scope of work, the contractor shall coordinate directly with the utility company. Cost of any coordination with the utility companies shall be incidental to the contract.

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

**CITY OF WILMINGTON - WATER:**

The City of Wilmington Water owns and maintains underground facilities located within the project limits. City of Wilmington has the following facilities:

- a. City of Wilmington maintains a 12" ductile iron watermain that runs parallel with Kennett Pike throughout entire project limits. Entering the project limits at the northwest end of the project at station 405+00 and continues through the project limits and beyond station 411+50 on the southeast end.
- b. City of Wilmington maintains a 12" Cast Iron watermain that ties into a meter at approximately station 405+65 that continues northeast along Buck Rd and out of the project limits.
- c. City of Wilmington maintains a 12" ductile iron water main that runs along the north side of Presidential Dr. and ties in at a water valve located at approximately station 410+25.
- d. City of Wilmington maintains an 8" cast iron watermain that runs along the south side of Presidential Dr. and ties into the 12" ductile iron watermain at a water valve at approximately station 410+80.
- e. City of Wilmington maintains a service line and water valve to a hydrant located at approximately station 410+85.

The following City of Wilmington facilities will require vertical adjustments:

- Water valves to be vertically adjusted at the following locations:
  1. Sta. 405+60 RT
  2. Sta. 405+68 RT
  3. Sta. 410+25 RT
  4. Sta. 410+80 RT
  5. Sta. 410+85 RT
  6. Sta. 410+90 RT
  
- Water meter to be vertically adjusted at the following location:
  1. Sta. 406+05

The State's Contractor will complete adjustments to the City of Wilmington facilities listed during the construction phase.

Should the utility apertures be in conflict with the scope of work, the contractor shall coordinate directly with the utility company. Cost of any coordination with the utility companies shall be incidental to the contract.

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

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.

**COMCAST COMMUNICATIONS:**

Comcast Communications owns and maintains underground communication facilities within the project limits.

**Comcast Communications maintains the following underground facilities within project limits:**

1. Comcast maintains buried facilities that enter the project limits from the east along the south side of Buck Road at approximately station 406+40. Which then turns south and runs along the east side of northbound Kennett Pike, until approximately station 407+95. At station 407+95 the Comcast line turns west and runs under both north and south bound Kennett Pike and continues west out of the project limits.

**The following Comcast Communication facilities will need to be adjusted/relocated to accommodate the proposed construction:**

None

Comcast Communication's review is based upon information contained in DelDOT's **Semifinal Plans** for contract **T202606104**, received on **12/18/25**, and all data available as of this date. Changes in the project scope or in the construction phasing outlined in the previously referenced plan submission may alter the utility company's ability to perform the work. Changes in the project scope

or construction phasing may also alter the ability for the company to perform the work in the duration outlined above. Changes in the design or construction means and methods after the contract award date shall be coordinated with the utility company by the State's Contractor to ensure any possible impact is reviewed and approved by the utility. The cost of utility coordination is incidental to the contract. See "general notes" below for additional information.

Should the utility apertures be in conflict with the scope of work, the contractor shall coordinate directly with the utility company. Cost of any coordination with the utility companies shall be incidental to the contract.

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

**DELMARVA POWER ELECTRIC DISTRIBUTION:**

Delmarva Power Electric Distribution maintains the following buried/underground electric distribution lines within the project limits:

1. DPL maintains a buried/underground electric distribution line beginning at DPL utility pole #47285-44499 located at approximately station 405+05 RT continuing to an electric manhole located in the roadway at approximately station 406+10 RT.
2. From the manhole at station 406+10 the DPL electric distribution line continues to head south in the right of way along the west side of south bound Kennett Pike until it reaches Presidential Dr. at approximately station 410+00 where again runs under the pavement of the intersection and continues southward out of the project limits.
3. DPL maintains an electric distribution line that crosses Buck Rd. beginning at approximately station 405+50 and continues to run along the east side of Kennett pike to approximately station 409+85 where it turns east and runs out of the project limits.

**Anticipated Delmarva Power Electric relocations/adjustments:**

1. One (1) Electric distribution manhole to be adjusted vertically to match the finish pavement elevation at approximately station 406+10 RT.

The State's Contractor will complete adjustments to the Delmarva Power Electric facilities listed during the construction phase of this project.

Delmarva's review is based upon information contained in DelDOT's Semifinal Plans for contract **T202606104**, received on **12/18/2025** and all data available as of this date. Changes in the project scope or in the construction phasing outlined in the previously referenced plan submission may alter the utility company's ability to perform the work. Changes in the project scope or construction phasing may also alter the ability for the company to perform the work in the duration outlined above. Changes in the design or construction means and methods after the contract award date shall be coordinated with the utility company by the State's Contractor to ensure any possible impact is reviewed and approved by the utility. The cost of utility coordination is incidental to the contract. See "general notes" below for additional information.

Should the utility apertures be in conflict with the scope of work, the contractor shall coordinate directly with the utility company. Cost of any coordination with the utility companies shall be incidental to the contract.

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

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

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

### **General**

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

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

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

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

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

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

**To report a downed wire, call 1-800-898-8042.**

**DELMARVA POWER GAS:**

Delmarva Power Gas owns and maintains buried/underground facilities within the project limits:

1. A 6” high pressure steel gas line enters the project limits at station 405+00 and continues under the pavement of north bound Kennett Pike till approximately station 409+00 where it heads east under the curb out of the roadway. The 6” gas line then re-enters the roadway at the Briars Lane intersection station 410+05 and continues running south under Kennett Pike until it exits the project limits at station 411+50.
2. A 12” high pressure steel gas line runs into the project limits along the west bound lane of Buck Rd. at approximately station 405+95. From station 405+95 the 12” gas line turns and heads south continuing under the roadway of south bound Kennett Pike till it runs out of the project limits at station 411+50.
3. At approximately station 410+97 there is a 3” gas line that runs west across Kennett pike and continues along the south side of Presidential Drive continuing west out of the project limits.

**Anticipated Delmarva Power Gas relocation/ adjustments:**

1. One (1) gas valve to be adjusted vertically at approximately station 410+70 along the south side of Presidential Drive to match finish pavement elevation.

The State’s Contractor will complete adjustments to the Delmarva Power Gas facilities listed during the construction phase of this project.

**NEW CASTLE COUNTY, DEPT. OF PUBLIC WORKS:**

No New Castle County facilities have been identified within the project limits, although they were listed on the Delmarva 811 utility locate tickets.

**VERIZON DELAWARE LLC:**

Verizon owns and maintains underground communication facilities within the project limits.

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

1. Verizon maintains buried/underground facilities along northbound Kennett Pike shown entering the project limits at station 405+00 and running out of the project limits at approximately station 411+50.
2. Verizon maintains buried/underground facilities beginning at a manhole located at station 406+75 continuing west under Kennett Pike and out of the project limits.
3. Verizon maintains buried/underground facilities beginning at a manhole located at station 406+85 and continuing east along Buck Rd. and out of the project limits.

**The following Verizon facilities will need to be adjusted/relocated to accommodate the proposed construction:**

1. Two (2) communication manholes located at approximately station 406+75 LT and 406+85 LT will need to be vertically adjusted to match finished pavement elevation.

The State’s Contractor will complete adjustments to the Verizon facilities listed during the construction phase of this project.

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 potential utility 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 of the DelDOT Standard Specifications (see the contract documents for applicable date/version to reference). The Contractor shall contact Delmarva811 (previously known as Miss Utility of Delmarva) at 1-800-282-8555 at least two working days prior to any excavation. The Contractor is responsible for the support and protection of all utilities when excavating. The Contractor is also responsible for ensuring proper clearances, including safety clearances, from overhead utilities for construction equipment. The Contractor is advised to check the site for access purposes for proposed equipment and, if necessary, make arrangements directly with the utility companies for field adjustments for adequate clearances.**

2. **The information shown in the Contract Documents, including the Utility Statement and the Utility Schedule contained herein, concerning the location, type and size of existing and proposed utilities, their locations, and construction timing has been compiled by the preparer based on information furnished by each of the involved Utility Companies. It shall be the responsibility of the State’s Contractor to verify all information and coordinate with the Utility Companies prior to and during construction, as specified in Section 105.9 of the Standard Specifications.**
  
3. **It is understood and agreed that the Contractor has considered in his bid all permanent and temporary utility appurtenances in their present and relocated positions as shown on the plans or described in the Utility Statement or are readily discernible and that no additional compensation will be allowed for any delays, inconvenience, or damage due to any interference from the utility facilities and appurtenances or the operation of moving them, except that the Contractor may be granted an equitable extension of time. The Contractor’s means and 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                            |
|------------------------|---|--------------|----------------------------------|
| Jason Woodyshek        | Cavalier Telephone                      | 607-353-9200 | Jason.Woodyshek@windstream.com   |
| Jiangying(Joanne) Liao | City of Wilmington                      | 302-576-3064 | jliao@wilmingtonde.gov           |
| Darren Marsteller      | Comcast Cable                           | 717-405-4280 | dmarsteller@americomm-llc.com    |
| Bill Muehlberger       | Crown Castle                            | 585-362-0019 | Bill.Muehlberger@crowncastle.com |
| Tom Smith              | Delmarva Power-Electric                 | 667-313-1795 | Thomas.Smith1@delmarva.com       |
| Fikayo Falade          | Delmarva Power - Gas                    | 667-313-0873 | Fikayo.Falade@exeloncorp.com     |
| Joe Fregapane          | New Castle County Dept. of Public Works | 302-395-5817 | Joseph.Fregapane@newcastlede.gov |
| Ernie Padovani         | Verizon Delaware LLC.                   | 302-434-6527 | Ernest.a.padovani@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 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.**
- 13. Under no circumstances shall any valve box, manhole, handhole, or other at grade structure be paved over, filled, or knocked out of alignment during construction.**

**DIVISION OF TRANSPORTATION SOLUTIONS**

**PREPARED AND RECOMMENDED BY:**



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DelDOT  
Richard Larkin  
Utility Coordinator

03/18/2026

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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. T202606104**  
**F.A.P. NO. NH-2026(13)**

**PAVEMENT AND REHABILITATION, NORTH II,  
RT 52 INTERSECTION IMPROVEMENTS, 2026  
NEW CASTLE**

**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

January 6, 2026



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

SHANTÉ A. HASTINGS  
SECRETARY

April 1, 2026

ENVIRONMENTAL REQUIREMENTS  
FOR

State Contract No.: **T202606104**

Federal Aid No.: **NH-2026(13)**

Contract Title: **Pavement & Rehabilitation, North II, Rt 52 Intersection Improvements, 2026**

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)(22)**

Environmental (NEPA) Approval Date: **2/17/2026**

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

GENERAL REQUIREMENTS:

1. As locations are identified they will be submitted to the Environmental Studies Office to determine if there is any historical significance associated with the location and what if any cultural compliance documentation and/or approvals are needed. Likewise, natural resource evaluations will be undertaken to determine permit requirements, RTE issues, time of year restrictions for bird and/or fisheries resources, etc. No work will take place until all permits and approvals have been acquired. Notes in the contract document will specify that no work could begin until written approval is received from the ESO.
2. All construction debris, excavated material, brush, rocks, and refuse incidental to such work shall be placed either on shore above the influence of flood waters or on some suitable dumping ground.
3. That effort shall be made to keep construction debris from entering adjacent waterways or wetlands. Any debris that enters those areas shall be removed immediately.
4. The disposal of trees, brush, and other debris in any stream corridor, wetland, surface water, or drainage area is prohibited.
5. DelDOT Environmental Studies Section must be notified if there are any changes to the project methods, footprint, materials, or designs, to allow the Department to coordinate with the appropriate resource agencies (COE, DNREC, and SHPO), for approval at ([DOT\\_EnvironmentalStudies@delaware.gov](mailto:DOT_EnvironmentalStudies@delaware.gov)).



Maia Lee

Environmental Specialist II

Environmental Stewardship

Delaware Department of Transportation



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

SHANTÉ A. HASTINGS  
 SECRETARY

**RAILROAD STATEMENT**

**For**

**State Contract No.:** T202606104

**Federal Aid No.:** NH-2026(13)

**Project Title:** Pavement & Rehabilitation, North II, RT 52 Intersection Improvements, 2026

**The following railroad companies maintain facilities within the contract limits:**

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

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

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

- No Railroad involvement.
- Railroad Agreement unnecessary but railroad flagging required. The contractor shall follow requirements stated in the DelDOT Maintenance of Railroad Traffic Item in the Special Provisions. Contractor shall coordinate railroad flagging with the DelDOT Railroad Coordinator at (302) 659-4087.
- Railroad Agreement required. The Contractor cannot begin work until the Agreement is complete and fully executed. Railroad related work to be undertaken and completed as required for proper coordination with physical construction schedules. The Contractor shall follow requirements stated in the DelDOT Maintenance of Railroad Traffic Item in the Special Provisions. Contractor shall coordinate railroad flagging with the DelDOT Railroad Coordinator at (302) 659-4087.

**Approved As To Form:**

  
 DelDOT Railroad Coordinator

12/17/2025  
 DATE



**Delaware Department of Transportation  
Quantity Sheet Summary**

**Proposal ID: T202606104**

**Project Descripton: PAVEMENT & REHABILITATION, NORTH II, RT 52 INTERSECTION IMPROVEMENTS, 2026**

**NOT TO BE USED FOR BIDDING**

| Item Number | Description  | Unit | Quantity |
|-------------|--|------|----------|
| 211001      | REMOVAL OF PORTLAND CEMENT CONCRETE PAVEMENT, CURB AND SIDEWALK          | SY   | 1661     |
| 301001      | GABC   | CY   | 379      |
| 301002      | GABC, PATCHING   | CY   | 15       |
| 401014      | SUPERPAVE TYPE B, PG 64-22   | TON  | 359      |
| 401016      | SUPERPAVE TYPE B, PG 76-22   | TON  | 319      |
| 401029      | SUPERPAVE TYPE C, 9.5 mm, PG 64-22, PATCHING                             | TON  | 2        |
| 201000      | CLEARING AND GRUBBING  | LS   | 1        |
| 401030      | SUPERPAVE TYPE B, PG 64-22, PATCHING                                     | TON  | 82       |
| 401046      | SUPERPAVE TYPE C, 9.5 mm, PG 76-22 (NON-CARBONATE STONE)                 | TON  | 802      |
| 401690      | ENTRANCE, DRIVEWAY, AND INTERSECTING STREET PAVING AND MILLING SURCHARGE | TON  | 235      |
| 403000      | BITUMINOUS CONCRETE AND/OR COLD-LAID BITUMINOUS (TRM) CONCRETE           | TON  | 20       |
| 503001      | PATCHING PCC PAVEMENT, 6' TO 15', TYPE A                                 | SY   | 80       |
| 503006      | DOWEL BARS   | EACH | 160      |
| 504001      | CRACK AND JOINT SEALING LESS THAN 3/4 INCH WIDE                          | LF   | 400      |
| 602100      | DRAINAGE INLET GRATE(S)  | EACH | 1        |
| 602130      | ADJUSTING AND REPAIRING EXISTING DRAINAGE INLET                          | EACH | 2        |

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| Item Number | Description                                    | Unit | Quantity |
|-------------|--|------|----------|
| 602132      | ADJUSTING AND REPAIRING EXISTING MANHOLE       | EACH | 5        |
| 701012      | PCC CURB, TYPE 1-6                             | LF   | 17       |
| 701013      | PCC CURB, TYPE 1-8                             | LF   | 258      |
| 701018      | I.PCC CURB AND GUTTER, TYPE 1-8                | LF   | 73       |
| 701507      | CURB RETAINING WALL                            | LF   | 12       |
| 705001      | PCC SIDEWALK, 4"                               | SF   | 186      |
| 705002      | PCC SIDEWALK, 6"                               | SF   | 688      |
| 705005      | PCC SIDEWALK, 8"                               | SF   | 89       |
| 705008      | PEDESTRIAN CONNECTION, TYPE 1                  | SF   | 84       |
| 705009      | PEDESTRIAN CONNECTION, TYPE 2, 3, AND/OR 4     | SF   | 500      |
| 705013      | TRUNCATED DOME DETECTABLE WARNING SURFACE      | SF   | 84       |
| 705531      | WET CAST FLEXIBLE DETECTABLE WARNING SURFACE   | SF   | 46       |
| 710002      | ADJUST WATER VALVE BOXES                       | EACH | 7        |
| 710503      | ADJUST GAS VALVE BOXES                         | EACH | 1        |
| 760010      | PAVEMENT MILLING, BITUMINOUS CONCRETE PAVEMENT | SYIN | 3159     |
| 760503      | PAVEMENT MILLING, PATCHING                     | SYIN | 1120     |
| 762000      | SAW CUTTING, BITUMINOUS CONCRETE               | LF   | 517      |

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| Item Number | Description   | Unit | Quantity |
|-------------|---|------|----------|
| 762001      | SAW CUTTING, CONCRETE, FULL DEPTH                     | LF   | 308      |
| 763000      | INITIAL EXPENSE/DE-MOBILIZATION                       | LS   | 1        |
| 763518      | CONNECTED MACHINERY                                   | LS   | 1        |
| 763621      | CONSTRUCTION ENGINEERING, REHABILITATION              | HOUR | 40       |
| 801500      | MAINTENANCE OF TRAFFIC, REHABILITATION                | LS   | 1        |
| 802003      | ARROW PANELS TYPE C                                   | EADY | 111      |
| 803001      | PROVIDE AND MAINTAIN PORTABLE CHANGEABLE MESSAGE SIGN | EADY | 196      |
| 806500      | TRAFFIC OFFICERS                                      | HOUR | 480      |
| 807020      | PROVIDE AND PLACE TEMPORARY SAFETY BARRIER            | LF   | 539      |
| 807022      | REMOVE TEMPORARY SAFETY BARRIER                       | LF   | 539      |
| 807024      | INSTALL TEMPORARY SAFETY BARRIER PINS, IN CONCRETE    | LF   | 539      |
| 807026      | REMOVE TEMPORARY SAFETY BARRIER PINS, FROM CONCRETE   | LF   | 539      |
| 808001      | PROVIDE AND MAINTAIN TRUCK MOUNTED ATTENUATOR, TYPE I | EADY | 84       |
| 809007      | PROVIDE SAND CRASH CUSHION ARRAY                      | EACH | 2        |
| 809008      | INSTALL SAND CRASH CUSHION ARRAY                      | EACH | 2        |
| 811001      | FLAGGER, NEW CASTLE COUNTY                            | HOUR | 720      |
| 202000      | EXCAVATION AND EMBANKMENT                             | CY   | 360      |

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| Item Number | Description  | Unit  | Quantity |
|-------------|--|-------|----------|
| 209006      | BORROW, TYPE F   | CY    | 20       |
| 811013      | FLAGGER, NEW CASTLE COUNTY, OVERTIME   | HOURL | 140      |
| 813001      | TEMPORARY BARRICADES, TYPE III   | LFDY  | 672      |
| 818001      | SUPPLY OF ROADSIDE FLAT SHEET ALUMINUM SIGN PANEL, TYPE IV, RETROREFLECTIVE SHEETING               | SF    | 31       |
| 818003      | SUPPLY OF ROADSIDE FLAT SHEET ALUMINUM SIGN PANEL, TYPE XI, RETROREFLECTIVE SHEETING               | SF    | 21       |
| 819001      | PROVIDE GALVANIZED TELESCOPING SIGN POST   | EACH  | 10       |
| 819002      | INSTALL OR REMOVE GALVANIZED TELESCOPING SIGN POST   | EACH  | 25       |
| 819003      | INSTALL OR REMOVE TRAFFIC SIGNS  | EACH  | 27       |
| 830008      | ADJUST OR REPAIR EXISTING CONDUIT JUNCTION WELL  | EACH  | 5        |
| 846001      | PROVIDE AND INSTALL LOOP WIRE 1-CONDUCTOR #14 AWG ENCASED IN 1/4" FLEXIBLE TUBING IN A LOOP SAWCUT | LF    | 1345     |
| 846002      | PROVIDE AND INSTALL A 1-1/2 INCH GALVANIZED RIGID METAL CONDUIT DETECTOR SLEEVE WITH LOOP WIRE     | LF    | 20       |
| 860004      | TEMPORARY MARKINGS, LATEX, 4"  | LF    | 7144     |
| 860007      | TEMPORARY PAVEMENT STRIPING, LATEX, SYMBOL/LEGEND  | SF    | 7426     |
| 861001      | PERMANENT PAVEMENT STRIPING, EPOXY RESIN PAINT, 6"   | LF    | 3572     |
| 861002      | PERMANENT PAVEMENT STRIPING, EPOXY RESIN PAINT, 12"  | LF    | 25       |

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| Item Number | Description   | Unit | Quantity |
|-------------|---|------|----------|
| 862006      | PERMANENT PAVEMENT STRIPING, ALKYD-THERMOPLASTIC, SYMBOL/LEGEND | SF   | 3713     |
| 864008      | PREFORMED RETROREFLECTIVE MARKINGS, PATTERNED, SYMBOL/LEGEND    | SF   | 33       |
| 865005      | TEMPORARY MARKINGS, TAPE, SYMBOL/LEGEND                         | SF   | 91       |
| 868001      | PAVEMENT MARKING, REMOVAL                                       | SF   | 67       |
| 905004      | INLET SEDIMENT CONTROL, DRAINAGE INLET                          | EACH | 7        |
| 905005      | INLET SEDIMENT CONTROL, CURB INLET                              | EACH | 11       |
| 907017      | COMPOST FILTER LOGS   | LF   | 108      |
| 908004      | TOPSOIL, 6" DEPTH   | SY   | 12       |
| 908016      | PERMANENT GRASS SEEDING, SUBDIVISION                            | SY   | 12       |
| 908020      | EROSION CONTROL BLANKET MULCH                                   | SY   | 12       |