



CITY OF NEWARK
DELAWARE

BIDDER

BID SECURITY

CITY OF NEWARK
Delaware

CONTRACT NO. 23-05

2023 ADA TRANSITION PLAN IMPROVEMENTS

Notice

Do not disassemble. Return intact with
properly completed forms or bid may be rejected.

CITY OF NEWARK
Delaware

CONTRACT NO. 23-05
2023 ADA TRANSITION PLAN IMPROVEMENTS

TABLE OF CONTENTS

	<u>PAGE</u>
NOTICE OF LETTING	3
GENERAL PROVISIONS	4
SPECIAL PROVISIONS	15
TECHNICAL SPECIFICATIONS	40
MEASUREMENT AND PAYMENT	42
LOCATION OF IMPROVEMENTS	47
PROPOSAL.....	48
NONCOLLUSION STATEMENT	51
SUBCONTRACTORS LIST	52
BOND TO ACCOMPANY PROPOSAL	53
2023 ADA TRANSITION PLAN EXHIBIT	55
ADS DURASLOT SUBMITTAL PACKAGE	56

CITY OF NEWARK
Delaware

CONTRACT NO. 23-05
2023 ADA TRANSITION PLAN IMPROVEMENTS

NOTICE OF LETTING

Sealed bids for Contract No. 23-05, 2023 ADA TRANSITION PLAN IMPROVEMENTS, will be received by the City of Newark Purchasing Division (220 South Main Street; Newark, Delaware 19711) until 2:00 p.m., prevailing time, on Tuesday, June 27, 2023. Sealed bids will be publicly opened and read aloud in the Council Chamber shortly thereafter.

Alternatively, bids may also be emailed in PDF form to the City Purchasing Division at contracts@newark.de.us by the deadline noted above and will be opened immediately after the closing date and time and will be publicly recorded in the Council Chamber shortly thereafter.

The contract covers the installation of new curb ramps to comply with current ADA standards and City of Newark Standard Specifications.

The City of Newark Standard Specifications for Road and Utility Construction and the Detail Standards, revised, January 30, 2001, which are, in their entirety, a part of the contract documents, can be viewed and downloaded from the City website under the Public Works Department, Standard Books. The download is free of charge.

All questions/requests for information regarding this contract (bid process, drawings and technical specifications, etc.) must be submitted via email to contracts@newark.de.us by 5:00p.m. on Tuesday, June 20, 2023 to allow staff sufficient time to develop answers to questions deemed appropriate. Please submit all questions/requests for information in bulk (e.g., in a Word document attachment to an email) to limit the total number of emails received.

The contract documents for Contract No. 23-05 may be obtained from the City's web page at www.newarkde.gov/bids.

CITY OF NEWARK
Delaware

CONTRACT NO. 23-05
2023 ADA TRANSITION PLAN IMPROVEMENTS

GENERAL PROVISIONS

1. BIDS

Each bid shall be submitted on the proposal form included herein. The proposal and all other required documents must be submitted in a sealed envelope clearly identified with the bidder's name and marked, "City of Newark - Contract No. 23-05, 2023 ADA TRANSITION PLAN IMPROVEMENTS," and will be received in the Purchasing Office, 220 South Main Street, Newark, Delaware 19711 until 2p.m., prevailing time, Tuesday, June 27, 2023. Each bid so submitted shall constitute an irrevocable offer for a period of sixty (60) days following the bid opening date.

Alternatively, bids may also be emailed in PDF form to the City Purchasing Division at contracts@newark.de.us by the deadline noted above and will be opened immediately after the closing date and time and will be publicly recorded in the Council Chamber shortly thereafter.

2. BID SECURITY

Each bid must be accompanied by a certified check, cashier's check or bid bond in the amount of ten percent (10%) of the proposed bid price, payable to the City of Newark. Failure to provide the required bid security may be grounds for rejection of the bid. If a bid bond is submitted, the attached "Bond to Accompany Proposal" form must be completed and issued by a surety licensed to operate in the State of Delaware.

3. CONTRACT SURETY BOND

The successful bidder shall provide the City with a Contract Surety Bond in the full amount of the contract guaranteeing faithful performance of the contract. Such bond shall be provided to the City with the executed contract within twenty (20) calendar days after receiving notice of award of the contract. Upon receipt of the contract surety bond, the City will return any certified check or cashier's check submitted as bid security by the

successful bidder. If the successful bidder fails or refuses to execute and deliver the contract and performance bond within twenty (20) calendar days after receiving notice of award of the contract, the successful bidder shall forfeit to the City for such failure or refusal the security deposited with the bid. Any certified check or cashier's check submitted as bid security shall be returned to all unsuccessful bidders sixty (60) calendar days after the bid opening date.

If a warranty is included as part of this contract's scope of work, once the project is substantially complete the surety bond shall be converted into a warranty bond for the term of the warranty. Once substantial completion of the project is reached and approved, City staff shall release any remaining retainage and issue a close out letter to the vendor stating the start date of the warranty period. A copy of the above noted warranty bond shall be provided to the City Purchasing Division no later than thirty (30) days from the receipt of the City's close out letter.

4. TAXES

The price(s) quoted shall not include federal or state taxes. If applicable, the successful bidder shall provide the City with three (3) copies of the required tax exemption forms to accompany the bidder's invoice.

5. AWARDS

The City Manager will review each of the bids submitted and make a recommendation to the City Council on the disposition of the bids. The City Council reserves the right to accept or reject any or all bids or parts of bids as they may determine and to waive any irregularities or defects where the best interest of the City would be served.

6. UNIT PRICES

In the event of a conflict or error in extension from unit price to total amount, the unit prices shall prevail and shall be considered the correct bid figures. Bidders are cautioned to thoroughly review their bid figures for errors prior to submitting their proposal. The unit price shall include all transportation, delivery, installation and all charges for the goods and services specified for the 2023 ADA TRANSITION PLAN IMPROVEMENTS Program.

7. INQUIRIES/REQUESTS FOR INFORMATION

All inquiries/requests for information regarding this contract must be submitted via email to contracts@newark.de.us by 5:00p.m. on Tuesday, June 20, 2023. These inquiries will be passed along to relevant staff for their review. Any answers deemed necessary will be provided via addendum prior to the bid opening date.

8. TIME OF COMPLETION AND LIQUIDATED DAMAGES

The Contractor shall commence work on a date to be specified by the City in a written "Notice to Proceed" and to fully complete all work under this contract 120 days from Notice to Proceed and no later than November 28, 2023. Liquidated damages of two hundred seventy-five dollars (\$275.00) per day may be assessed to the Contractor by the City for each day the contract is extended beyond the completion date. Such damages shall be payable to the City immediately upon notice of a breach of contract completion timelines. Liquidated damages shall not be considered a penalty, but rather a reasonable estimate of the damages that would be suffered by the City in the event of a breach. The City and the contractor shall acknowledge that the actual damages resulting from a breach may be difficult to ascertain and that this provision represents a reasonable estimation of such damages. This provision shall not limit the City's right to pursue any other remedies available under law or equity.

9. COMPENSATION AND LIABILITY INSURANCE

- a. The Contractor shall at all times maintain and keep in force such insurance as will protect him from claims under Worker's Compensation Acts, and also such insurance as will protect him and the owner from any such claims for damages for personal injuries, including death, which may arise from operations under this contract, whether such operations be by the Contractor or by any Subcontractor or anyone directly or indirectly employed by any of them.
- b. The Contractor shall be required to provide Commercial General Liability (CGL) coverage with limits of insurance not less than:

- \$2,000,000 Each Occurrence Limit
- \$2,000,000 Personal & Advertising Injury Limit
- \$3,000,000 Annual Aggregate Limit
- \$3,000,000 Products-Completed Operations Limit
- \$1,000,000 Business Auto Liability Limit
- \$5,000,000 Commercial Umbrella Limit

The Contractor, The City of Newark (Owner) and all other parties required of the Contractor shall be included as insured on the CGL, using Additional Insured Endorsements providing coverage as broad as the coverage provided for the named insured Subcontractor.

Subcontractors approved in association with the hiring of a Contractor shall be required to provide Commercial General Liability (CGL) coverage with limits of insurance not less than:

\$1,000,000 Each Occurrence Limit
\$1,000,000 Personal & Advertising Injury Limit
\$2,000,000 Annual Aggregate Limit
\$2,000,000 Products-Completed Operations Limit
\$1,000,000 Business Auto Liability Limit
\$3,000,000 Commercial Umbrella Limit

All Contractors shall provide Contractors Pollution Liability with limits not less than:

Each Claim or Occurrence	\$1,000,000
Annual Aggregate	\$1,000,000

The Contractors Pollution Liability policy shall include coverage for Emergency Response Costs, Contingent Transportation, Non-Owned Disposal Sites, and Natural Resource Damage. If coverage is written on a claims-made basis, an Extended Reporting Period, or tail coverage, shall be provided for thirty (30) days following completion of the insured's services. In the alternative, the Contractors Pollution Liability policy shall be renewed for not less than thirty days following completion. The policy retroactive date shall be no later than the effective date of the Agreement.

- c. A copy of the Certificate of Insurance must accompany each bid. The Prime Contractor's attention should be directed to other sections of the contract documents in the event additional insurance is required based on the scope of work.

10. APPROVAL

The contractor shall receive approval in writing from the engineer before ordering any material for work to be done under this contract.

11. STANDARDS AND WARRANTY OF TITLE

No material, supplies, or equipment to be installed as part of the work shall be purchased subject to any chattel mortgage or under a conditional sale or other agreement by which any interest therein or in any part thereof is retained by the seller or supplier. The contractor shall warrant good title to all material, supplies, and equipment installed or incorporated in the work and upon completion of all work, shall deliver the same together by him to the City free from any claims, liens or charges. Neither the contractor nor any person, firm or corporation furnishing any material or labor covered by this contract shall have any right to a lien upon any improvement or appurtenance thereon. Nothing contained in this paragraph, however, shall defeat or impair the right of persons furnishing materials or labor to recover under any bond given by the contractor for their protection or any right under any law permitting such persons to look to funds due the contractor in the hands of the City. The provisions of this paragraph shall be inserted in all the subcontracts and material contracts and notice of its provisions shall be given to all persons furnishing materials for the work when no formal contract is entered into for such materials.

All equipment will be unused in all component parts and will be the latest current production including all accessories. The specifications will be construed as the minimum required. When the manufacturer's standards exceed these, the standard units will be furnished. All material will be free of defects. Manufacturer's standard warranties shall apply.

12. GUARANTEE

The contractor hereby guarantees all of the work for a period of one (1) year after the date of completion and final acceptance thereof by the City as follows:

- a. Against all faulty or imperfect materials and against all imperfect, careless, and/or unskilled workmanship.
- b. The contractor agrees to replace with proper workmanship and materials, and to re-execute, correct or repair without cost to the City, any work which may be found to be improper or imperfect and/or which fails to perform as specified.
- c. The guarantee obligations assumed by the contractor under these contract documents shall not be held or taken to be in any way impaired because of the specifications, indication or approval by or on behalf of the City of any articles, materials, means, combination of things used or to be used in the construction, performance and completion of the work or any part thereof.

- d. No use or acceptance by the City of the work or any part thereof, nor any failure to use the same nor any repairs, adjustments, replacements, or corrections made by the City due to the contractor's failure to comply with any of his obligations under the contract documents, shall impair in any way the guarantee obligations assumed by the contractor under these contract documents.

13. EEO AND LICENSING

The contractor shall be licensed to do business in the State of Delaware and shall be registered as a contractor in the City of Newark and possess all other required licenses. The contractor shall also be a fair and equal opportunity employer.

14. PREFERENCE FOR DELAWARE LABOR

According to State law, any person, company or corporation who violates the requirements of Title 29 Section 6962, of the Delaware Code regarding preference for Delaware Labor shall pay penalty to the State Secretary of Finance equal to the amount of compensation paid to any person in violation of this Section. This regulation is waived if it is in conflict with Federal requirements.

15. NONCOLLUSION

The bidder shall not, either directly or indirectly, enter into any agreement, participate in any collusion, or otherwise take any action in restraint of free competitive bidding in connection with this contract.

16. ADDENDA

Any changes to the contract documents shall be made only by written addenda. Bidders shall bear the entire responsibility for being sure they have received any and all addenda.

All addenda will be posted on the City website at www.newarkde.gov/bids. After the bids have been received, no claim that the bidder did not have complete information will be considered. No verbal agreement or conversation with any officer, agent, or employee of the City, either before or after the execution of this contract, shall affect or modify any of the terms or conditions outlined herein.

All questions/requests for information regarding this contract (bid process, drawings and technical specifications, etc.) must be submitted via email to contracts@newark.de.us by 5:00 p.m. on Tuesday, June 20, 2023 to allow staff sufficient time to develop answers to questions deemed appropriate. Please submit all questions/requests for information in bulk (e.g., in a Word document attachment to an email) to limit the total number of emails received.

17. EXCEPTIONS & OMISSIONS

Any and all exceptions which are taken to the specifications and terms and conditions outlined herein shall be noted in the space provided on the proposal form. The listing of any exception may be grounds for rejection of a bid.

Further, the bidder recognizes that the City of Newark is not in the business of preparing specifications, and any omissions in this contract/RFP must be strictly addressed by the firm with the submittal of its proposal.

18. INCREASE AND/OR REDUCTION OF ESTIMATED QUANTITIES

- a. The contractor's attention is directed to the fact that the quantities indicated in this contract are approximate and may be increased or decreased by the engineer. Should there be an increase or a reduction in these quantities, these changes will in no way alter the unit prices bid by or paid to the contractor.
- b. It is the City's intent to use the total funding available for the 2023 ADA TRANSITION PLAN IMPROVEMENTS. The City therefore reserves the right to add to the number of ramps to be installed should enough money be available to do extra work. The City shall also have the right to delete any portion of the work included in this contract. Regardless of any changes, deletions or additions authorized by the City, all work done under this contract shall be based on the unit prices stipulated by the contractor in his proposal.

19. BASIS OF PAYMENT

Payment for these items shall be included in the unit prices for each item as described in the Proposal. All other items, methods, and materials necessary to complete the work as described above shall be incidental to the bid item the work is being completed under. Application and Certification for Payment shall be made on proper AIA Documents including

a G702 application and certificate of payment sheet and G703 continuation sheet.

20. ADVERTISEMENT

It is further agreed that any bidder/contractor submitting bids will not use the name of the City in any advertisement without first obtaining the written consent of the City Manager or their designee. All such requests should be submitted in writing to contracts@newark.de.us.

21. CONTRACTOR'S UNDERSTANDING

No verbal agreement or conversation with any officer, agent or employee of the City of Newark either before or after the execution of this contract, except as otherwise provided herein, shall affect or modify any of the terms or obligations contained herein.

22. LIST OF SUBCONTRACTORS' CERTIFICATION

- a. Each bidder shall execute and submit with his bid, on the form provided herein, a list of subcontractors, including complete names and addresses, whose services the bidder intends to use in performing all work under the contract. Bids submitted without such a list, or with a list not completely or properly executed, are subject to rejection.
- b. Each bidder is required to notify all subcontractors that they are obligated to comply with the provisions of Federal and State law as they pertain to this project, and that they must submit evidence of such compliance upon notice or request. The bidder shall certify his compliance with this requirement on the list of subcontractors.
- c. After the contract has been awarded, the successful bidder shall not substitute another subcontractor for any subcontractor whose name was set forth on the list of subcontractors which accompanied his bid, without the written consent of the City.

23. INDEMNIFICATION

The contractor shall solely be responsible and liable for the accuracy and completeness of all work performed and shall agree to indemnify, defend and hold harmless the City of Newark, its officers, agents and employees, from and against any and all claims, actions, suits and proceedings arising out of, based upon or caused by negligent acts, omissions or errors of or the infringement of any copyright of patent, by the contractor, its officers, agents,

employees or subcontractors, in the performance of the contracted agreement.

24. OWNERSHIP OF MATERIAL

All documents prepared and submitted pursuant to this RFP or contract shall be property of the City upon submittal and will be subject to staff and public review and discussion in association with our public bidding and formal proposal process. Any information or documents deemed proprietary shall be so marked at time of submittal and limited to detail where the disclosure of contents could be prejudicial to competing offerors during the process of negotiation, and any commercial or financial information of a privileged or confidential nature.

25. TERMINATION OF AGREEMENT

This agreement may be terminated by the City upon thirty (30) days written notice if the contractor fails to perform satisfactorily in accordance with the terms and conditions of the contract. In the event this agreement is terminated, the contractor shall be paid for services satisfactorily rendered up to the termination date.

26. FORCE MAJEURE OCCURRENCE

Upon the occurrence of a force majeure event, the City of Newark shall immediately notify the awarded vendor. In this instance, the City shall be excused from any further financial or contractual obligations for as long as such circumstances prevail. As used in this document, a "force majeure occurrence" means acts of God; acts of the public enemy; acts of the State and any other governmental entity in its sovereign or contractual capacity; fires; floods; epidemics or pandemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; unusually severe weather; or other unusual event outside of the reasonable control of a party hereto that prevents a party to this Agreement from performing its contractual obligations.

27. REGULATIONS AND EXCEPTIONS

Any and all exceptions which are taken to the specifications shall be noted on the Proposal form. The listing of an exception may be grounds for rejection. All equipment must meet all applicable federal or state regulations.

The application of lead paint as defined in Title 16, Chapter 30M of State Code and Chapter 7 of City Code as part of this contract is prohibited. The contractor will be subject to fines as outlined in State and City Code if it is determined that lead paint was applied in violation of State and City code.

Safety Data Sheet information for all paints applied to internal or external structures shall be provided to the City for review and approval prior to application. The contractor will be required to remove and remediate any lead paint to the satisfaction of the City, at no cost to the City. Prior to commencing removal and remediation efforts, the contractor shall provide a written remedial action plan which includes health safety protection requirements for both employees and the public for review and approval by the City and/or DNREC/DHSS. Any and all sample results that are generated as a result of improper application of lead paint shall be provided to the City within 5 working days of being received by the contractor. The contractor will also be required to replace all paint removed with non-lead paint to the satisfaction of the City, and at no cost to the City.

Failure to adequately remove, remediate, and replace lead paint applied in violation of State and City Code as outlined herein will be considered a breach of contract.

28. SEVERABILITY

If any provision of this contract (general, special, technical, or other) shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this contract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

29. BIDDER'S QUALIFICATIONS

No contract will be awarded to any bidder who in the judgment of the City is not a responsible or fit bidder, or is not prepared with all the necessary experience, capital, organization, and equipment to conduct and complete the work for which the bidder proposes on the proposal form.

30. SAFETY REQUIREMENTS

The Contractor shall comply with the requirements and standards of the Occupational Safety and Health Act (OSHA) and all other state and local laws, ordinances, and codes governing all work associated with the executed contract.

31. VENDOR REQUIREMENTS FOR FEDERALLY FUNDED PROJECTS

If this contract or RFP is funded through the State Revolving Loan Fund, a federal grant, or any other federal funding, the awarded vendor and all subcontractors must be registered at www.sam.gov before contract agreements are signed. The awarded vendor and all subcontractors must also show proof of SAM registration and good standing through the SAM portal before contract agreements are signed. SAM (System for Award Management) is the primary supplier database for the U.S. Federal Government. The City of Newark shall not conduct business with vendors that are debarred or otherwise flagged/blacklisted if the project is funded using federal money. If a vendor or subcontractors are determined to be debarred at any point during the term of a contract, this will be seen as grounds for termination of the contract, and potentially grounds for termination from other contracts held with the City, if any.

CITY OF NEWARK
Delaware

CONTRACT NO. 23-05
2023 ADA TRANSITION PLAN IMPROVEMENTS

SPECIAL PROVISIONS

1. SCOPE

The scope of the work involves installing new curb ramps to current ADA standards and City of Newark Standard Specifications. Where a conflict exists, the ADA Standard shall prevail.

2. ACCOMPANYING DRAWINGS AND SPECIFICATIONS

- a. The City of Newark Standard Specifications for Road and Utility Construction and the Detail Standards, revised January 30, 2001, hereinafter referred to as the Standard Specifications, which are in their entirety a part of this contract, may be viewed and downloaded free of charge from the City of Newark website, under the Public Works Department, Standard Books.
- b. All work performed within the DelDOT right-of-way shall adhere to the latest DelDOT's Standard Specifications for Road and Bridge Construction and Standard Construction Details.
- c. In case of any conflict with the General Provisions or any section of the Standard Specifications, these Special Provisions shall govern. It should be noted that the Standard Specifications are written in their standard form and portions of them may be inapplicable to the work covered under this contract. The applicability or inapplicability of the Standard Specifications shall be determined solely by the City.
- d. All completed work shall be in compliance with ADA (Americans with Disabilities Act) Standards for Accessible Design.

3. INTENT OF PLANS AND SPECIFICATIONS

- a. The plans which accompany the specifications, if any, are herein designated contract plans are for the purpose of illustrating the general character and extent of the work and are subject to such modifications as may be found necessary or advisable, either before or during the execution of the work, and the contractor shall conform to and abide by whatever

supplementary plans and explanations which may be furnished by the City of Newark for the purpose of illustrating the work in more detail.

- b. All work that may be called for in the specifications and not shown on the plans or shown on the plans and not called for in the specifications shall be executed and furnished by the contractor as if described in both ways. Should any incidental work or material be required which is not denoted in the specifications or plans, either directly or indirectly, but which is nevertheless necessary for the proper carrying out of the intent thereof, the contractor is to understand the same to be implied as required and shall perform all such work and furnish all such material as fully as if they were particularly delineated or described.

4. EXAMINATION OF SITE, DRAWINGS, ETC.

- a. Before submitting proposals, bidders shall inform themselves fully of the nature of the work by a personal examination of the site, the drawings and project manual, and by such other means as they may prefer to consider necessary, as to matters, conditions and considerations bearing or in any way affecting the preparation of their proposals and the contract. They shall not, at any time after submission of the proposal, dispute the accuracy of such drawings or the specifications and the general conditions nor assert that there is any misunderstanding in regard to the location, extent or nature of the work to be performed.
- b. The general contractor and each subcontractor will be required to furnish all labor and material of his own kind shown, indicated or implied reasonably by all drawings and/or the specifications, unless specifically noted otherwise. For his interest, each subcontractor should examine all drawings carefully and all parts of the specifications as well as those which refer primarily to his own branch or branches of the work.

5. STARTING DATE AND SEQUENCE OF CONSTRUCTION

The starting date of this contract will be as specified by the City in a written "Notice to Proceed." A preconstruction meeting shall be scheduled to decide a particular sequence of construction. The final decision as to sequence of construction shall be that of the engineer. There shall be no additional compensation for the preconstruction meeting.

6. SUPERVISION OF WORK

The contractor shall generally supervise the work and shall secure full cooperation of all subcontractors, if any, to complete the work with a minimum of interference with the

operating personnel of the City of Newark.

7. WORKING FORCE

- a. The contractor shall, at all times, enforce strict discipline and good order among his employees, and will not employ on the job any unfit person or anyone not skilled in the work assigned to him.
- b. The contractor shall employ only such foremen, superintendents and workmen as are careful and competent, and the City of Newark may demand the dismissal of any person employed by the contractor who shall be guilty of misconduct or who neglects or refuses to comply with the directions given, and such person shall not again be employed at the site of this contract without express written consent of the City. Failure of the contractor to comply with these provisions shall be sufficient reason for the City of Newark to withhold all estimated payments which are or may become due, or its representatives may suspend the work until compliance with such orders is affected.

8. INSPECTION OF MATERIAL AND WORK

- a. Workmanship shall be of good quality and all work and material shall be at all times subject to the inspection of the City of Newark or their duly authorized representatives. The contractor shall provide reasonable and necessary facilities for such inspection. If required by the City of Newark, the contractor shall take down or uncover portions of the finished work.
- b. The contractor agrees that in case any of the material or work, or both, shall be rejected as defective or unsuitable by the engineer, the material shall be replaced, and the work shall be done again immediately to the satisfaction and approval of the engineer at the cost and expense of the contractor. Should the work thus exposed prove satisfactory, the cost of exposing and restoring same shall be at the expense of the City of Newark, but if it should prove to be unsatisfactory, all costs shall be at the expense of the contractor.
- c. Any omission or failure on the part of the City of Newark or its inspectors to disapprove or reject any defective work or materials shall not be construed to be acceptance of any defective work or material.
- d. Should the engineer not consider the defect of sufficient importance to require the contractor to replace any imperfect work or materials, the engineer shall have the power to make an equitable deduction from the stipulated price.

9. WORKING HOURS

- a. Working hours for the contract will be limited to 7.5 hours, 8:00 a.m. to 4:00 p.m., unless otherwise authorized by the engineer, and it is not contemplated that the contractor will work on Saturdays, Sundays or holidays.
- b. In case of emergency, or in case the contractor desires to work on Saturdays, Sundays, or holidays, or hours in excess of 7.5 on any one working day, the contractor shall request permission of the engineer to do so. If, in the opinion of the engineer, the reason for working is bona fide, permission will be granted to the contractor to work such hours as may be necessary. Also, if in the opinion of the engineer, a bona fide emergency exists, he may direct the contractor to work such hours as may be necessary, whether the contractor requests permission to do so or not.
- c. In the event that the contractor works in excess of 7.5 hours per day, Saturdays, Sundays, or holidays, the contractor shall be required to pay for inspection or engineering services performed during these times. Payments for these additional services shall be made by a deduction from the final Application and Certification of Payment within that pay period.
- d. Payments for these additional services shall be made by a reduction in the amount paid to the Contractor based upon the hourly rates defined in the table below.

Labor Classification	Hourly Rate
Inspecting Services	\$62.00
Engineering Services	\$75.00

Contractor shall notify the Owner forty-eight (48) hours in advance of their intent of working outside of normal working hours.

- e. Activities that do not require inspection may take place within normal City work hours outside the 7.5 hour window without reimbursement for inspection.
- f. All work performed within the DelDOT right-of-way shall be scheduled with the DelDOT inspector 48 hours prior to work beginning.

10. PROTECTION TO PUBLIC AND PROPERTY

- a. The contractor shall ensure protective measures to the general public and to occupants of property along and adjacent to the work.
- b. The contractor shall be strictly responsible for any and all damage or injury of every kind and description which directly or indirectly may be done to any property or sustained by any persons during the execution of the work.
- c. When or where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect or misconduct in the execution of the work, the contractor shall restore at his own expense such property to a condition similar or equal to that existing before such damage or injury was done by repairing, rebuilding or otherwise restoring as may be directed, or he shall make good such damage or injury in an acceptable manner.

11. SAFETY PRECAUTIONS

- a. The contractor shall execute this contract with the utmost concern for the safety of the general public. All areas worked upon and subject to travel by the public shall be identified with the proper warning indicators and signs during the working period. Upon completion of the contract or when such areas are reopened to public travel, they shall be rendered in a safe condition using either temporary or permanent repair material as the case may be. No private driveway shall be blocked or closed without the property owner or resident being notified prior to construction.
- b. Streets and roads used by the contractor for storage of material or for access to and from the work site shall be protected from damage in excess of that caused by the normal traffic of vehicles used for or in connection with construction work. Any such damage done shall be repaired immediately and left in good condition at the end of the construction period and shall be repaired at the contractor's expense.
- c. The Contractor shall maintain spill response equipment appropriate for the types and quantities of fluids and/or materials that may be subject to spillage during the project on-site at all times. All discharges to the storm drainage system or surface waters are strictly prohibited. In the event that a spill reaches the storm drainage system and/or surface waters, the Contractor shall notify the Public Works and Water Resources Department immediately at (302) 366-7000. The Contractor will also be responsible for spill response and cleanup at no cost to the owner. If the Contractor fails to respond to and clean up a spill to the satisfaction of the owner, the owner will perform clean up and bill the Contractor for

150% of the personnel time and material expenses incurred by the city as necessary for the response.

12. RIGHT-OF-WAY

All operations shall be confined to the assigned area. The City will provide no right-of-way over other properties. It shall be the contractor's responsibility to obtain permission from any neighboring property owner if the contractor finds it necessary to enter upon or use private property in any manner in the execution of the work. The contractor shall take every possible precaution to minimize the inconvenience to the owners or tenants of adjacent property. Public roadways shall not be obstructed in such a way as to cut off traffic unless authorized by the engineer. Unauthorized vehicles or equipment left in a public right-of-way may be towed at the contractor's expense. The contractor shall, at his own expense, repair any damage or injury to either public or private property during the progress of the work.

13. EXCAVATED MATERIAL

It shall be the responsibility of the contractor to dispose of all excavated material which in the opinion of the engineer is unsatisfactory for backfill or fill. The cost of this disposal shall be borne by the contractor.

14. SALVAGEABLE MATERIAL

All salvageable items and material designated by the engineer, in addition to the excavated material covered in Special Provisions #13, shall be removed to City property, if directed by the engineer.

15. RESTORATION OF DISTURBED SURFACES

Upon completion of the work, all related work pertaining to lawns, shrubbery, driveways, mailboxes, and slopes which have been disturbed shall be restored to their original condition, including topsoil, seeding, and biodegradable erosion control matting at the contractor's expense. Topsoil and seeding shall conform to Item 29 and 31 in the Public Works and Water Resources Department Standard Specifications.

16. DUST CONTROL AND EROSION AND SEDIMENT CONTROL

It shall be the responsibility of the contractor to handle dust control and the installation and utilization of any required erosion and sediment control devices on this project, in accordance with DNREC specifications.

17. LOCATION OF UTILITIES

- a. It will be the responsibility of the contractor to call "Miss Utility," 1-800-282-8555, before any excavation work begins for the marking of the location of existing utilities.
- b. Any damage done to existing utility lines, services, poles and structures shall be repaired or replaced by the contractor at his own expense. The contractor shall notify all possible owners of utilities in the area where work is to be done of the schedule and extent of such work.

18. SANITARY PROVISIONS

The contractor shall provide and maintain in a neat and sanitary condition such sanitary conveniences and accommodations for the use of his employees as may be necessary to comply with the requirements and regulations of the Department of Health or of other bodies or tribunals having jurisdiction thereof. He shall commit no public nuisance.

19. WATER SUPPLY

The contractor shall not use City fire hydrants. The City will make arrangements for the contractor to obtain the water required for this contract from the Phillips Avenue warehouse.

20. SUPERVISION OF THE ENGINEER

The work is to be carried out under the supervision of the engineer and to his entire satisfaction. The work and materials shall be strictly of the best quality of the kinds specified herein and should any work or materials other than those specified or shown be introduced into the construction of the work, the engineer, or his authorized agent, shall have full power to reject them and they shall be removed from the premises within three (3) days by the contractor after being notified to do so.

21. AUTHORITY OF THE ENGINEER

The engineer shall in all cases, determine the amount of quantity, quality and acceptability of the work and materials which are to be paid for under this contract; shall decide all questions in relation to said work and performance thereof; and shall, in all cases, decide questions which may arise relative to the fulfillment of the contract or to the obligations of the contractor thereunder.

22. CLEANING UP

- a. The contractor shall at his own expense, keep the sites of his operations clean during construction and remove all rubbish as it accumulates.
- b. Upon failure of the contractor to keep the site of his operations clean to the satisfaction of the engineer, the City may upon twenty-four (24) hours' notice to the contractor, remove any rubbish, materials, earth, etc., which the engineer may deem necessary, charging the cost thereof to the contractor and may deduct the amount from any monies that may be due him.

23. MAINTENANCE OF TRAFFIC

- a. The contractor must provide for the maintenance of traffic. The road, while undergoing improvements, shall be kept open to all traffic by the contractor unless otherwise directed by the City. The contractor shall keep the portion of the road being used by public traffic in such condition that traffic will be adequately accommodated. They shall also provide and maintain in a safe condition temporary roadways and approaches to crossings, intersections, roads, streets, businesses, parking lots, residences, garages, etc.
- b. For work performed within the DeIDOT right-of-way, the contractor shall obtain a DeIDOT Safety Permit which will outline procedures for maintenance of traffic and pedestrian detours.
- c. So far as practicable, materials stored upon the roadway shall be placed to cause as little obstruction to the traveling public as possible. Fire hydrants on or adjacent to the roadway shall be kept accessible to fire apparatus at all times, and no material or obstruction shall be placed within 15 feet of any such hydrant. The contractor shall not disturb the surface of an existing road farther in advance of the new construction than can be completed in a reasonable length of time as determined by the engineer.

- d. The contractor shall provide flaggers and properly maintain retroreflective signs and barricades for the information, protection, and safety of the traveling public, conforming to the Delaware Manual on Uniform Traffic Controls Devices (DE MUTCD). The cost for all required maintenance of traffic shall be incidental to the work being completed. The contractor shall coordinate directly with the City inspector(s) for any planned lane closures and shall submit a detour plan for City review and approval for any full road closures.

24. EXISTING TRAFFIC SIGNS

The contractor shall be responsible for removal and reinstallation of all signs in the work area. The contractor and the inspector shall inventory all traffic signs on all streets subject to improvements. Signs necessary for the safe movement of traffic shall be maintained in operation during construction. Any other signs shall be properly stored by the contractor, who shall be responsible for loss or damage. The contractor and inspector shall inventory traffic signs when all work on the contract is complete and account for any loss or damage.

25. PROJECT FUNDING/PREVAILING WAGE REQUIRED

This project is being partially funded with Federal Community Development Block Grant (CDBG) funding. Labor rates must be paid in accordance with the Wage Schedule and supporting documents listed on pages 24 through 39 of this contract. Questions pertaining to the CDBG program are to be directed to Mike Fortner, Development Supervisor of the Planning and Development Department, at (302) 366-7000. A posted notice of the CDBG program must be displayed at the job site during construction. The notice will be supplied by the Public Works and Water Resources Department at the pre-construction meeting.

"General Decision Number: DE20230005 01/06/2023

Superseded General Decision Number: DE20220005

State: Delaware

Construction Type: Highway

County: New Castle County in Delaware.

HIGHWAY CONSTRUCTION PROJECTS

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	• Executive Order 14026 generally applies to the contract. • The contractor must pay all covered workers at least \$16.20 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 2023.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	• Executive Order 13658 generally applies to the contract. • The contractor must pay all covered workers at least \$12.15 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours performing on that contract in 2023.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for

performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number Publication Date
0 01/06/2023

ENGI0542-001 07/01/2022

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

LAB00199-001 05/01/2022

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

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 - Cement/Concrete.....	\$ 43.30	1.66
OPERATOR: Bulldozer.....	\$ 37.55	16.19
OPERATOR: Loader.....	\$ 38.36	4.31
OPERATOR: Mechanic.....	\$ 28.11	11.18
OPERATOR: Milling Machine.....	\$ 38.29	11.15
TRAFFIC CONTROL: Flagger.....	\$ 37.49	0.00
TRUCK DRIVER: Dump Truck.....	\$ 29.31	9.84

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

=====

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

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

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

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which 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. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of 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. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

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

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write 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 the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request

review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write 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

4.) All decisions by the Administrative Review Board are final.

=====

END OF GENERAL DECISIO"

Applicability

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

A. 1. (i) Minimum Wages. All laborers and mechanics employed or working upon the site of the work, 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 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. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section I(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); 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 shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). 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 classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall 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.

(ii) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

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

(2) The classification is utilized in the area by the construction industry; and

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

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, shall 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.

(iii) 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 shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) 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, 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. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

2. Withholding. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, 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. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3. (i) Payrolls and basic records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, 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 Section I(b)(2)(B) of the Davis-bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) 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 Section I(b)(2)(B) of the Davis-Bacon Act, the contractor shall 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. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5 (a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed 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;

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

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A.3.(ii)(b).

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under subparagraph A.3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, 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 may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and Trainees.

(i) **Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed 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 Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who

is not registered or otherwise employed as stated above, shall 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 the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall 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, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) **Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by

the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

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

6. Subcontracts. The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 in this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

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

9. Disputes concerning labor standards. 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 HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

10. (i) Certification of Eligibility. By entering into this contract the contractor certifies that neither it (nor he or she) 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 Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be

awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1 01 0, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration..... makes, utters or publishes any statement knowing the same to be false..... shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

11. Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

B. Contract Work Hours and Safety Standards Act. The provisions of this paragraph B are applicable where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen 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 the individual is employed on such work to work in excess of 40 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 40 hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. 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 watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.

(3) Withholding for unpaid wages and liquidated damages. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

C. Health and Safety. The provisions of this paragraph C are applicable where the amount of the prime contract exceeds \$100,000.

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96). 40 USC 3701 et seq.

(3) The contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

Wage and Hour Division

PAYROLL

(For Contractor's Optional Use; See Instructions at www.dol.gov/whd/forms/wh347instr.htm)

Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.



Rev. Dec. 2008

OMB No.:1235-0008
Expires: 07/31/2024

[illegible]

While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) requires contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Public Burden Statement

We estimate that it will take an average of 55 minutes to complete this collection, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W. Washington, D.C. 20210

(over)

Date _____

I, _____
(Name of Signatory Party) (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by _____ on the _____
(Contractor or Subcontractor)
_____ ; that during the payroll period commencing on the _____
(Building or Work)
_____ day of _____, _____, and ending the _____ day of _____, _____,
all persons employed on said project have been paid the full weekly wages earned, that no rebates have
been or will be made either directly or indirectly to or on behalf of said
_____ from the full
(Contractor or Subcontractor)

weekly wages earned by any person and that no deductions have been made either directly or indirectly
from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part
3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948,
63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 3145), and described below:

(2) That any payrolls otherwise under this contract required to be submitted for the above period are
correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the
applicable wage rates contained in any wage determination incorporated into the contract; that the classifications
set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship
program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and
Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered
with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:
(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

- in addition to the basic hourly wage rates paid to each laborer or mechanic listed in
the above referenced payroll, payments of fringe benefits as listed in the contract
have been or will be made to appropriate programs for the benefit of such employees,
except as noted in section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

- Each laborer or mechanic listed in the above referenced payroll has been paid,
as indicated on the payroll, an amount not less than the sum of the applicable
basic hourly wage rate plus the amount of the required fringe benefits as listed
in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

NAME AND TITLE	SIGNATURE

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR
SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 3729 OF
TITLE 31 OF THE UNITED STATES CODE.

Record of Employee Interview Instructions	U.S. Department of Housing and Urban Development Office of Davis-Bacon and Labor Standards	OMB Approval No. 2501-0009 (exp. 12/31/2024)
--	---	---

Instructions

General:

This form is to be used by HUD and local agency staff for recording information gathered during on-site interviews with laborers and mechanics employed on projects subject to Federal prevailing wage requirements. Typically, the staff that will conduct on-site interviews and use this form are HUD staff and fee construction inspectors, HUD Labor Standards staff, and local agency labor standards contract monitors.

Information recorded on the form HUD-11 is evaluated for general compliance and compared to certified payroll reports submitted by the respective employer. The comparison tests the veracity of the payroll reports and may be critical to the successful conclusion of enforcement actions in the event of labor standards violations. The thoroughness and accuracy of the information gathered during interviews is crucial.

Note that the interview itself and the information collected on the form HUD-11 are considered confidential. Interviews should be conducted individually and privately. All laborers and mechanics employed on the job site must be made available for interview at the interviewer's request. The employee's participation, however, is voluntary. Interviews shall be conducted in a manner and place that are conducive to the purposes of the interview and that cause the least inconvenience to the employer(s) and the employee(s).

Completing the form HUD-11:

Items 1a - 1c: Self-explanatory

Items 2a – 2d: Enter the employee's full name, a telephone number where the employee can be reached, and the employee's home address. Many construction workers use a temporary address in the locality of the project and have a more permanent address elsewhere from which mail may be forwarded to them. Obtain a more permanent address, if available. Ask the employee for a form of identification (e.g., driver's license) to verify their name.

Items 3a – 4c: Enter the employee's responses. Ask the employee whether they have a pay stub with them; if so, determine whether the pay stub is consistent with the information provided by the employee.

Items 5 – 7: Be certain that the employee's responses are specific. For example, job classification (#5) must identify the trade involved (e.g., Carpenter, Electrician, Plumber) – responses such as "journeyman" or "mechanic" are not helpful for our purposes.

Items 8 – 12b: Self-explanatory

Items 13 – 15c: These items represent some of the most important information that can be gathered while conducting on-site interviews. Please be specific about the duties you observed the employee performing. It may be easiest to make these observations before initiating the interview. Please record any comments or remarks that may be helpful. For example, if the employee interviewed was working with a crew, how many workers were in the crew? Was the employee evasive?

The level of specificity that is warranted is directly related to the extent to which interview(s) or other observations indicate that there may be violations present. If interviews indicate that there may be underpayments involving a particular trade(s), the interviewer is encouraged to interview as many workers in that trade(s) that are available.

Items 16 – 17b: The information on the form HUD-11 may be reviewed for general compliance, initially. For example, are the job classification and wage rate stated by the employee compatible with the classifications and wage rates on the applicable wage decision? Are the duties observed by the interviewer consistent with the job classification?

Item 18: Please place here any additional information you may want to document or continuing information from other lines that do not fit in their block space.

Once the corresponding certified payroll reports are received, the information on the HUD-11 shall be compared to the payroll reports. Any discrepancies noted between the HUD-11 information and that on the payroll report shall be noted in Item 16, Remarks. If discrepancies are noted, follow-up actions to resolve the discrepancies must be taken.

Record of Employee Interview

U.S. Department of Housing and Urban Development Office of Davis-Bacon and Labor Standards

OMB Approval No. 2501-0009

(exp. 12/31/2024)

The public reporting burden estimate for this collection of information is 15 minutes per response on average. This includes reviewing instructions, searching existing data sources, gathering, and maintaining the data, and completing the collection of information. This information may not be collected, nor are you required to provide, the information requested unless it displays a currently valid OMB control number. The information collected ensures compliance with the Federal labor standards through recording interviews with construction workers. The information collected assists HUD in compliance monitoring of Federal labor standards. Any information collected is covered by the Privacy Act of 1974 and by 29 CFR 5.6(a)(5). Individuals and agencies collecting this information must maintain these records in a manner that protects the individuals on whom the information is maintained. The information collected herein is voluntary, and any information provided shall be kept confidential, but failure to provide the information collected may delay enforcement of any possible Federal labor standards violations if the information would have identified any. Comments concerning this burden statement, or this collection should be sent to: National Director, Office of Davis-Bacon and Labor Standards, 451 7th Street SW, Room 7108, Washington, DC 20410. When providing comments, please refer to OMB Approval 2501-0009.

Pursuant to 5 U.S.C. § 552a(e)(3), this Privacy Act Statement serves to inform you of the following concerning the collection of the information on this form.

A. AUTHORITY: Collection of the information solicited on this form is authorized by the Davis-Bacon Act as promulgated through Department of Labor Regulations under 29 CFR Part 5.

B. PURPOSE: The primary purpose for soliciting this information is to determine if the wages paid by an employer on a project covered by the Davis-Bacon Act are in compliance with federal labor standards.

C. ROUTINE USES: The information collected ensures compliance with the Federal labor standards through recording interviews with construction workers on topics related to wages paid on the project. The information is reviewed by HUD authorized personnel to ensure compliance with Federal labor standards under the Davis-Bacon Act on covered projects. If violations are found, the information collected is used to conduct enforcement actions to ensure restitution is paid to workers of covered projects are paid proper wages under the Davis-Bacon Act.

D. CONSEQUENCES OF FAILURE TO PROVIDE INFORMATION: The information collection is voluntary. Refusing to give information will not impact your status with your employer or the government. Failure to provide the information will limit the ability of HUD to determine if you were paid proper wages under the Davis-Bacon Act, and will limit the ability for HUD to seek restitution for you in the event a violation is found.

1a. Project Name			2a. Employee Name		
1b. Project Number			2b. Employee Phone Number (including area code)		
1c. Contractor or Subcontractor (Employer)			2c. Employee Home Address & Zip Code		
			2d. Verification of identification? Yes No		
3a. How long on this job?	3b. Last date on this job before today?	3c. No. of hours last day on this job?	4a. Hourly rate of pay?	4b. Fringe Benefits? Vacation Yes No Medical Yes No Pension Yes No	4c. Pay stub? Yes No
5. Your job classification(s) (list all) --- continue in block 18 if necessary					
6. Your duties --- continue in block 18 if necessary					
7. Tools or equipment used --- continue in block 18 if necessary					
8. Are you an apprentice or trainee? Yes No			10. Are you paid at least time and ½ for all hours worked in excess of 40 in a week? Yes No		
9. Are you paid for all hours worked? Yes No			11. Have you ever been threatened or coerced into giving up any part of your pay? Yes No		
12a. Employee Signature			12b. Date		
13. Duties observed by the Interviewer (Please be specific.)					
14. Remarks --- continue in block 18 if necessary					
15a. Interviewer Name (Please Print)		15b. Signature of Interviewer		15c. Date of Interview	
Payroll Examination					
16. Remarks --- continue in block 18 if necessary					
17a. Signature of Payroll Examiner			17b. Date		

**Record of Employee
Interview**

**U.S. Department of Housing and Urban Development
Office of Davis-Bacon and Labor Standards**

OMB Approval No. 2501-0009
(exp. 12/31/2024)

18. Additional Remarks

CONFIDENTIAL

CITY OF NEWARK

Delaware

CONTRACT NO. 23-05

2023 ADA TRANSITION PLAN IMPROVEMENTS

TECHNICAL SPECIFICATIONS

1. HOT-MIX, HOT-LAID BITUMINOUS CONCRETE PAVEMENT FOR PATCHING

- a. This work shall conform to the specifications outlined in Item 39 of the Standard Specifications and the following:

i. Bituminous concrete wearing course shall meet the requirements of the Delaware State Highway Department, Type "C", 160 Gyration, PG 64-22.

- b. Gradation Requirements:

<u>SIEVE SIZE</u>	<u>TYPE "C" TOP PERCENT PASSING</u>
1-1/4"	---
1"	---
3/4"	---
1/2"	100
3/8"	85 - 100
#4	50 - 75
#8	33 - 59
#30	14 - 32
#50	7 - 26
#200	3 - 10
A.C. %	4.5 - 6.5
Temperature	275° – 325°F

2. HOT MIX STREET PATCHES

This item consists of saw cutting existing pavement to the required depth and replacing it with 4" Type "C" hot mix compacted in two lifts. The asphalt wearing surface shall be flush with existing elevation of street. All patches are to be sealed and made watertight. This item shall be completed in accordance with the provisions outlined in Item 39 of the Standard

Specifications.

3. REPLACING CURB, GUTTER AND SIDEWALK

All curbs, gutters or sidewalks removed shall be replaced in conformance with the City of Newark Standard Specifications and Detail Standards, and DeIDOT's Standard Specifications for Road and Bridge Construction and Standard Construction Details. Recycled rubber expansion joint material shall be required where the sidewalk abuts the curb and existing sidewalk.

4. CONCRETE

All concrete used for this contract shall be DeIDOT Class "B" and be received from an approved production plant. No on-site mixtures will be permitted.

5. CURING COMPOUND

The contractor is directed to use a white membrane curing compound of his choosing. However, before the start of any construction, the contractor shall submit to the engineer for approval, the specifications of said compound and his source of supply. Acceptance for continued use will be based on satisfactory field performance.

CITY OF NEWARK
Delaware

CONTRACT NO. 23-05
2023 ADA TRANSITION PLAN IMPROVEMENTS

MEASUREMENT AND PAYMENT

1. GENERAL

- a. Payment for the material furnished and work done under this contract will be made as stipulated herein for the amount of materials supplied and work done under authorization of the engineer and in accordance with actual measurements; and the contractor shall not be entitled to receive additional compensation for anything else furnished or done, except for such extra work as shall be required by a written change order issued and approved by the City.
- b. It is intended that all work shown on the contract drawings and included in the specifications is to be paid for under the items listed in the proposal form. The absence from the proposal form of bid items specifically described in the Standard Specifications or shown on the drawings shall be interpreted as meaning that the cost of such work contemplated by the contract documents shall be included in the prices bid for related items for which quantities have been established.
- c. All work shall be paid based on the methods of Measurement and Payment Provisions in the Standard Specifications except as otherwise noted herein.
- d. The item numbers referenced in this contract relate to, however they are not an exact match to, the City of Newark Detail Standards and Standard Specifications for Road and Utility Construction.
- e. The contractor shall prepare a monthly Application and Certification for Payment of the total amount of work completed on the contract. For the purpose of arriving at a basis for payment, the contractor shall submit an invoice for work performed during the preceding month, with a breakdown of the unit prices for the various items included in the proposal.
- f. In accordance with Title 29, Section 6962 of the Delaware Code, the City shall retain five percent (5%) of the funds to be paid to the contractor during the contract until completion and final acceptance of all work by the City.

2. ITEM 21B – 4" ADS N-12 ST IB HDPE PIPE

- a. This item shall consist of furnishing and installing 4" ADS N-12 HDPE pipe with soil tight integral bell and spigot joints, discharging into the catch basin at Location #17. Pipe installation shall conform with ADS Installation Guidelines.
- b. Pipe shall be trenched beneath the footprint of the curb at a width of 20" and shall be bedded in 4" of DE #57 and backfilled with DE #57 stone to the top of the pipe. Crusher run backfill to be installed between the top of pipe and bottom of new curb.
- c. Payment for this item shall be for the number of linear feet of 4" ADS N-12 ST IB HDPE pipe installed in place, complete and accepted, as measured from end to end, at the contract unit price bid. Price and payment shall be full compensation for saw cutting existing pavement where required, excavation, disposal of all surplus material, furnishing and installing pipe, all necessary fittings, penetrating and patching the existing catch basin at the point of discharge, #57 stone bedding and backfill, crusher run backfill where required, and all labor, materials, tools, equipment, and incidentals necessary to complete this item.

3. ITEM 21B-1 – 4" ADS DURASLOT 0420DS

- a. This item shall consist of furnishing and installing 4" ADS Duraslot HDPE pipe with 2.5" slot riser: Model# 0420DS, 4" end cap: Model# 0433DS, and 4" adapter: Model# 0462DS, adjacent to the curb ramp at Location #17. Pipe installation shall conform with ADS Installation Guidelines.
- b. Duraslot pipe shall be trenched within the footprint of the curb at a width of 20" and shall be aligned in conformity with the dimension and slope of the curb gutter. The pipe shall be secured and fully encased in DelDOT Class "B" concrete to the top of the slot riser, including a 4" concrete cradle beneath the pipe. Concrete cradle and encasement shall be poured monolithically with the curb. Curb removal and replacement will be paid under Item 40A.
- c. Payment for this item shall be for the number of linear feet of 4" ADS Duraslot pipe installed in place, complete and accepted, as measured from end to end, at the contract unit price bid. Price and payment shall be full compensation for saw cutting existing pavement where required, excavation, disposal of all surplus material, furnishing and installing Duraslot pipe and specified fittings, concrete cradle & encasement, and all labor, materials, tools, equipment, and incidentals necessary to complete this item.

4. ITEM 22A – ADJUSTMENTS TO UTILITY VALVE BOXES

- a. Payment for item 22A shall consist of raising or lowering existing valve boxes to meet the grade of the proposed ramp sidewalk.
- b. The City will replace broken or defective parts for installation by the contractor, providing the parts were not damaged by the contractor, in which case the cost will be deducted from the individual item payment.
- c. The number of adjusted valve boxes as provided above shall be paid for at the contract price bid for the item, which price and payment shall be full compensation for excavating, placing all materials, resetting the boxes to proper grade, backfilling, and providing all labor, equipment, tools and incidentals necessary to complete this item.

5. ITEM 26, 26A & 26B – INSTALLATION OF 4" CONCRETE RAMP SIDEWALK, 6" CONCRETE RAMP SIDEWALK & DETECTABLE WARNING SURFACE

- a. The 4" ramp sidewalk to be paid for under Item 26 shall be for the number of square feet measured upon the surface of the ramp including the area receiving the detectable warning surface. The subbase shall be graded so that the thickness of the concrete under the detectable warning surface is 4".
- b. The 6" ramp sidewalk to be paid for under Item 26A shall be for the number of square feet measured upon the surface of the ramp including the area receiving the detectable warning surface. The subbase shall be graded so that the thickness of the concrete under the detectable warning surface is 6".
- c. Payment for removing the old concrete sidewalk and installing new concrete ramp sidewalk shall be made at the unit price per square foot of ramp installed. The number of square feet paid for shall be at the unit price bid for this item which constitutes full compensation for removing existing concrete sidewalk or excavating existing material where no sidewalk exists, furnishing and placing 4" of GABC Type "B" (crusher run) subbase where unsuitable base is encountered, installing new concrete ramp sidewalk, excavating and grading adjacent slopes, backfilling with topsoil to meet the new ramp sidewalk, placing seed & biodegradable erosion control matting, all equipment, labor, and incidentals necessary to complete this item.
- d. The detectable warning surface to be paid for under Item 26B shall be for the number of square feet measured upon the surface of the truncated dome blocks and shall be made at the unit price per square feet of detectable warning surface installed. Which constitutes full compensation for furnishing and installing red concrete detectable warning surface

truncated dome blocks flush with the ramp surface per specifications and providing all labor, material, tools, and incidentals necessary to complete this item, including sealing the joint between the blocks and any voids along the edges of the blocks with an approved sealant.

6. ITEM 27A – REPLACEMENT OF EXISTING SINGLE CATCH BASIN CURB INLET

- a. Replacement of existing single catch basin curb inlet will not be measured.
- b. Replacement of existing single catch basin curb inlet shall be paid for at the contract unit price bid for each single inlet catch basin adjusted, which price and payment shall constitute full compensation for excavating, removing old curb inlet and replacing deteriorated portions of the structure as necessary to 3 feet below grate, crusher run backfill, tamping, placing topsoil and seed, resetting the frame and grate to proper grade, for all labor, material, equipment, tools, and incidentals necessary to complete this item.
- c. Repairs to structure below 3 feet and not more than 4.5 feet shall be paid for at 1.5 times the unit price bid for this item.

7. ITEM 39 - HOT MIX HOT LAID BITUMINOUS CONCRETE PATCHING

- a. The Type “C” bituminous concrete patch shall be placed on a prepared and compacted subbase in two lifts to depth of 4”, in accordance with the Standard Specifications. All patches shall be flush with the existing pavement and shall be sealed and made watertight where intersecting existing asphalt pavement.
- b. Payment for this item shall be made at the unit price per square yard of patches installed, as measured upon the surface of the completed patch. The number of square yards paid for shall be at the unit price bid for this item which constitutes full compensation for excavation of existing asphalt pavement, preparing and compacting the subbase, disposing of all excavated material, tack coat of all edge surfaces; furnishing, hauling, and placing all material; labor, equipment, tools and incidentals necessary to complete this item, including saw cutting the existing pavement and sealing the hot mix butt joints.

8. ITEMS 40, 40A, 40B & 40C – REMOVAL AND REPLACEMENT OF ROLLED CURB, INTEGRAL CURB DELDOT TYPE 3-8, VERTICAL CURB DELDOT 1-8 & VERTICAL CURB DELDOT TYPE 1-6

- a. These items shall consist of the removal and replacement of rolled, integral, or vertical curb made of Portland cement concrete, constructed on a subbase in accordance with specifications and of the form, dimensions and design shown in the Standard Detail Book. The base upon which the curb is to be set shall be compacted to a firm, even surface. All soft and unsuitable material shall be removed and replaced with 4” GABC Type “B”. All forms

shall be set true to line and grade and held rigidly in position as to prevent leakage of cement. They shall be either metal or acceptable planed and matched lumber, straight, free from warp and of sufficient strength to resist springing when the concrete is deposited against them. If of wood, they shall be of two-inch (2") surfaced plank; if of metal, they shall be of approved sections and shall have a flat surface on top.

- b. Payment for removing old and installing new rolled, integral, or vertical curb shall be for the actual number of linear feet placed. The linear measure as provided for in the specifications, Items 40, 40A, 40B & 40C shall be paid for at the contract unit price, which price and payment shall be full compensation for removing old curb or excavating existing material where no curb exists, furnishing and placing 4" GABC Type "B" where unsuitable base is encountered, installing new curb, furnishing and placing of all materials, labor and other preparations and incidentals to installing this item complete. Including saw cutting existing asphalt in front of curb, placing and tamping all backfill and restoring grass areas with topsoil, seed and biodegradable erosion control matting. Backfilling shall be completed immediately after the curb is complete and the forms removed. All backfill in the roadway shall be GABC Type "B".

CITY OF NEWARK

Delaware

CONTRACT NO. 23-05

2023 ADA TRANSITION PLAN IMPROVEMENTS

LOCATION OF IMPROVEMENTS

1. Odessa Way, east side of park entrance/exit (303 Odessa Way)
2. Odessa Way, west side of park entrance/exit (307 Odessa Way)
3. Winterthur Lane and Longwood Lane, n/w corner (1 Longwood Lane)
4. Longwood Lane and Fenwick Court, s/w corner (1 Fenwick Court)
6. Longwood Lane and Fenwick Court, n/w corner (2 Fenwick Court)
6. Longwood Lane and Hagley Lane, n/w corner (1 Hagley Lane)
7. Longwood Lane and Hagley Lane, n/e corner (2 Hagley Lane)
8. Margaret Street, south side of entrance/exit to White Clay Mill Apartments (3305 Woolen Way)
9. Margaret Street, north side of entrance/exit to White Clay Mill Apartments (3305 Woolen Way)
10. Anna Way and Gilberti Lane, n/w corner (520 Capitol Trail)
11. Anna Way and Gilberti Lane, s/w corner (10 Anna Way)
12. Anna Way, at corner by western storm pond (22 Hawthorne Avenue)
13. Anna Way and Gilberti Lane, south side of traffic island
14. Anna Way and Gilberti Lane, north side of traffic island
15. Capitol Trail and Poplar Avenue, s/w corner (140 Capitol Trail)
16. Capitol Trail and Poplar Avenue, s/e corner (200 Capitol Trail)
17. South Main Street and Veterans Lane, n/w corner (220 South Main Street)
18. South College Avenue and Sunset Road, s/w corner (252 South College Avenue)
19. South College Avenue and Sunset Road, n/w corner (240 South College Avenue)
20. South College Avenue and Ritter Lane, n/w corner (372 South College Avenue)
21. South College Avenue and Ritter Lane, s/w corner (382 South College Avenue)

CITY OF NEWARK
Delaware

CONTRACT NO. 23-05
2023 ADA TRANSITION PLAN IMPROVEMENTS

PROPOSAL

TO: The Mayor and City Council
 Newark, Delaware

FROM: _____

Gentlemen:

The undersigned bidder has carefully examined the proposed work, the proposal form of contract to be known as Contract No. 23-05, along with the plans and specifications; and binds himself on award to him by the Mayor and City Council of Newark, Delaware, under this proposal to execute in accordance with such award, a contract with necessary surety bond, of which contract, this proposal and said plans and specifications shall be a part; to provide all the necessary machinery, tools, labor, and other means of construction, and to do all the work, and to furnish all the material necessary to perform and complete the said contract within the time as required by the said contract plans and specifications in accordance with the requirements of the engineer, and at the following named prices for the various items.

BIDDER

BID PROPOSAL FOR CONTRACT NO. 23-05

ITEM NO.	APPROX. QTY.	UNIT	ITEM DESCRIPTION	UNIT PRICE IN FIGURES	TOTAL AMOUNT
21B	30	L.F.	Furnish and install 4" ADS N-12 ST IB HDPE Pipe		
21B-1	10	L.F.	Furnish and install 4" ADS Duraslot 0420DS with end cap and adapter		
22A	1	EA.	Valve box adjustment		
26	1,270	S.F.	Remove existing sidewalk and install 4" concrete sidewalk for curb ramp		
26A	1,470	S.F.	Remove existing sidewalk and install 6" concrete sidewalk for curb ramp		
26B	250	S.F.	Furnish and install red concrete detectable warning surface		
27A	1	EA.	Single inlet catch basin adjustment		
39	90	S.Y.	Furnish and install 4" Type "C" hot mix for street patching		
40	45	L.F.	Remove and replace rolled curb		
40A	365	L.F.	Remove and replace integral curb, DeIDOT Type 3-8		
40B	110	L.F.	Remove and replace vertical curb, DeIDOT Type 1-8		
40C	150	L.F.	Remove and replace or install new vertical curb, DeIDOT Type 1-6		
SAW	160	L.F.	Saw cut curb or concrete sidewalk to facilitate removal		

BID TOTAL

All work shall be completed within 120 calendar days after receipt of the "Notice to Proceed". This proposal shall be irrevocable for a period of sixty (60) days after the bids are opened. Enclosed herewith is a certified check, cashier's check, or bid bond for ten percent (10%) of the bid price.

We acknowledge receipt of addendum(a) No.(s): _____

Exceptions: _____

We acknowledge that we are/are not (circle one) registered on www.sam.gov. We also acknowledge that there are no exceptions noted against us as outlined on www.sam.gov.

DATE: _____ BIDDER/CONTRACTOR: _____

BY: _____

Legally Authorized Representative

PRINT NAME: _____

TITLE: _____

ADDRESS: _____

CITY, STATE, ZIP: _____

TELEPHONE: _____

CITY OF NEWARK

Delaware

CONTRACT NO. 23-05

2023 ADA TRANSITION PLAN IMPROVEMENTS

NON-COLLUSION STATEMENT

DATE: _____

City of Newark
Newark, Delaware

Gentlemen:

This is to certify that the undersigned bidder _____
_____ has not, either directly or indirectly entered into any
agreement, participated in any collusion, or otherwise taken any action in restraint of free
competitive bidding in connection with this proposal submitted to the City of Newark on the
_____ day of _____ 2023.

Signature of bidder: _____

By: _____
Its legally authorized representative

Sworn to and subscribed before me on this _____ day of _____ 2023.

My Commission expires _____

Notary Public

LISTING OF SUBCONTRACTORS - CONTRACT NO. 23-05

Bidder/contractors shall fill in the following listing of subcontractors they intend to use in the performance of the contract work. No subcontractor shall be substituted for any listed below without the written consent of the City. Contractor hereby certified that he has notified all subcontractors that they are obligated to comply with the provisions of Federal or State laws as they pertain to this project and they must submit evidence of such compliance upon notice of request.

1. Name: _____

Address: _____

Type of Work: _____

2. Name: _____

Address: _____

Type of Work: _____

3. Name: _____

Address: _____

Type of Work: _____

Date: _____ Bidder/Contractor: _____

By: _____

Legally Authorized Representative

Check: Corporation____ Partnership____ Individual____

Street Address: _____

Mailing Address: _____

City, State, Zip: _____

Telephone: _____

CITY OF NEWARK

Delaware

CONTRACT NO. 23-05

2023 ADA TRANSITION PLAN IMPROVEMENTS

BOND TO ACCOMPANY PROPOSAL

(Not Necessary if Certified or Cashier's Check is Used)

KNOW ALL MEN BY THESE PRESENTS THAT _____ of _____
_____ in the County of _____ and State of _____
_____ Principal, and _____ of _____
_____ as surety, legally authorized to do business in the
State of Delaware, are held and firmly bound unto the City of Newark in the sum of _____
_____ Dollars, to be paid to said City of Newark for use and benefit
of the Mayor and Council of Newark, for which payment well and truly to be made, we do bind
ourselves, our and each of our heirs, executors, administrators and successors, jointly and severally,
for and in the whole, firmly by these presents. Sealed with our seals, dated the _____ day of _____
_____ in the year of our Lord, two thousand and twenty-three (2023).

NOW THE CONDITIONS OF THIS OBLIGATION ARE SUCH, that if the above bound principal _____
_____ who has submitted to said City of Newark, a certain proposal to
enter into a certain Contract No. 23-05, 2023 ADA TRANSITION PLAN IMPROVEMENTS, shall be
awarded said Contract, and if said _____ shall
well and truly enter into and execute said contract and furnish therewith such surety bond or

bonds as may be required by the terms of said contract and approved by said City of Newark, said contract, and said bond to be entered into within fourteen (14) days after the date of official notice of award thereof in accordance with the terms of said proposal, then this obligation to be void, otherwise shall remain in full force and virtue.

SIGNED AND SEALED IN
THE PRESENCE OF
WITNESS:

SIGNED: _____(SEAL)

BY: _____(SEAL)

SIGNED: _____(SEAL)

BY: _____(SEAL)

4" Duraslot® 2½" Slot Riser

Submittal Package



Package Contents

1. Product overview
 - a. ADS standard specification
2. Duraslot standard drawings
 - a. Slot dimensions
 - b. Pipe configuration
 - c. Coupler band fitting
 - d. Adapter fitting
 - e. End cap fitting
 - f. Grated assembly
 - g. Open top assembly



adspipe.com

800-821-6710

ADS DURASLOT® PIPE SPECIFICATION

Scope

This specification describes 4- through 36-inch (100 to 900 mm) ADS DURASLOT pipe for use in surface drain applications.

Pipe Requirements

DURASLOT pipe, as manufactured and distributed by ADS, Inc., shall have a smooth interior and annular exterior corrugations with an aluminum slot grate frame mounted longitudinally along the length of the pipe to accept the grate while maintaining the original pipe diameter.

- 4- through 10-inch (100 to 250mm) pipe shall meet AASHTO M252, Type S.
- 12- through 36-inch (300 to 900 mm) pipe shall meet AASHTO M294, Type S or ASTM F2306.
- Manning's "n" value for use in design shall be 0.012.

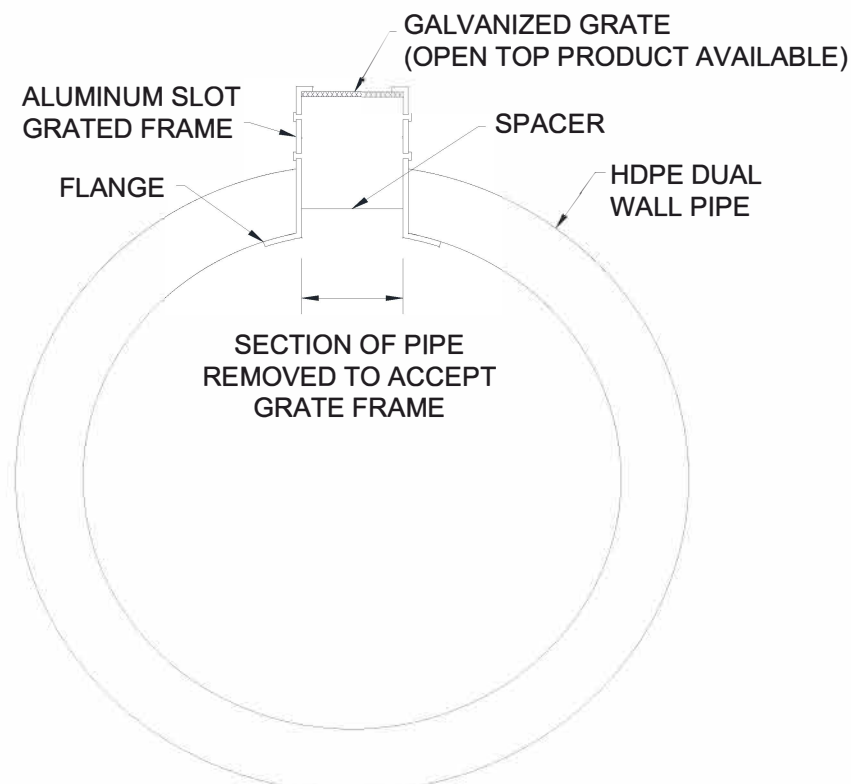
The aluminum slot grate frame shall be manufactured from 0.063" tempered commercial aluminum meeting the requirements of ASTM B209, consisting of two parallel plates separated by spacers spanning the slot on 6" centers. The grate shall be ½" - #13 galvanized steel. The grate shall have a diamond-shaped opening and be ADA compliant. The flange at the bottom of the aluminum slot grate frame shall be riveted to the pipe with a minimum of two rivets per linear foot.

Fittings

DURASLOT fittings shall be modified from fittings which conform to AASHTO M252, AASHTO M294, or ASTM F2306.

Installation

Installation shall be in accordance with ADS recommended installation instructions. Contact your local ADS representative or visit www.ads-pipe.com for a copy of the latest installation guidelines.

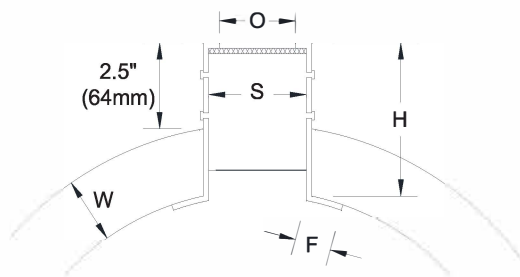
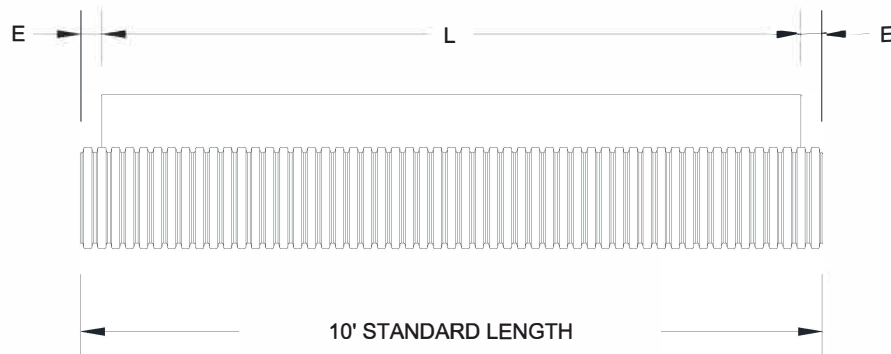


ADS DURASLOT® STANDARD DIMENSIONS

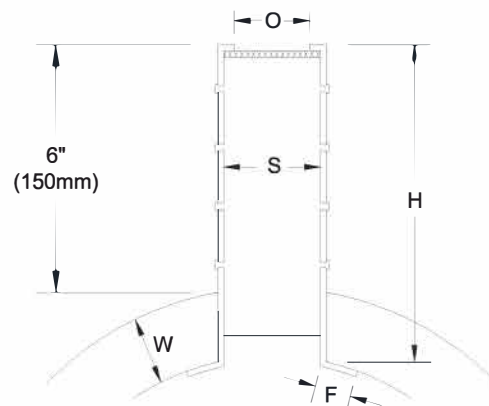
	Nominal Pipe Diameter, in (mm)									
	4"(100)	6"(150)	8"(200)	10"(250)	12"(300)	15"(375)	18"(450)	24"(600)	30"(750)	36"(900)
L (Drain Grate Length)	118" (3000)					116" (2950)				
E (Pipe End Length)	1" (25)					2" (50)				
H (2.5" slot)	2.75" (70)	3" (75)	3" (75)	3" (75)	3.5" (90)	3.75" (95)	4" (100)	4.75" (120)	5" (125)	5.25" (130)
H (6.0" slot)	6.25" (160)	6.5" (165)	6.5" (165)	6.5" (165)	7" (175)	7" (175)	7" (175)	7.25" (185)	8.25" (210)	8.25" (210)
W (Pipe Width w/ Corrugation)	0.34" (9)	0.46" (12)	0.61" (15)	0.73" (18)	1.15" (30)	1.30" (33)	1.57" (40)	1.86" (47)	2.55" (65)	2.85" (72)
F (Flange Length)	0.5" (13)	0.75" (19)	0.75" (19)	0.75" (19)	0.75" (19)	0.75" (19)	0.75" (19)	1.0" (25)	1.0" (25)	1.0" (25)
O (Opening Width)	1.25" (32)	1.75" (45)	1.75" (45)	1.75" (45)	1.75" (45)	1.75" (45)	1.75" (45)	1.75" (45)	1.75" (45)	1.75" (45)
S (Slot Width)	1.75" (45)	2.25" (57)	2.25" (57)	2.25" (57)	2.25" (57)	2.25" (57)	2.25" (57)	2.25" (57)	2.25" (57)	2.25" (57)

Note:

1. Variable and custom slot heights upon request. Production of variable and custom slots will require approval by engineering services and fabrication. Signed shop drawings also required from interested party.
2. Other grate material options upon request. Contact local ADS representative for availability of grate material option.

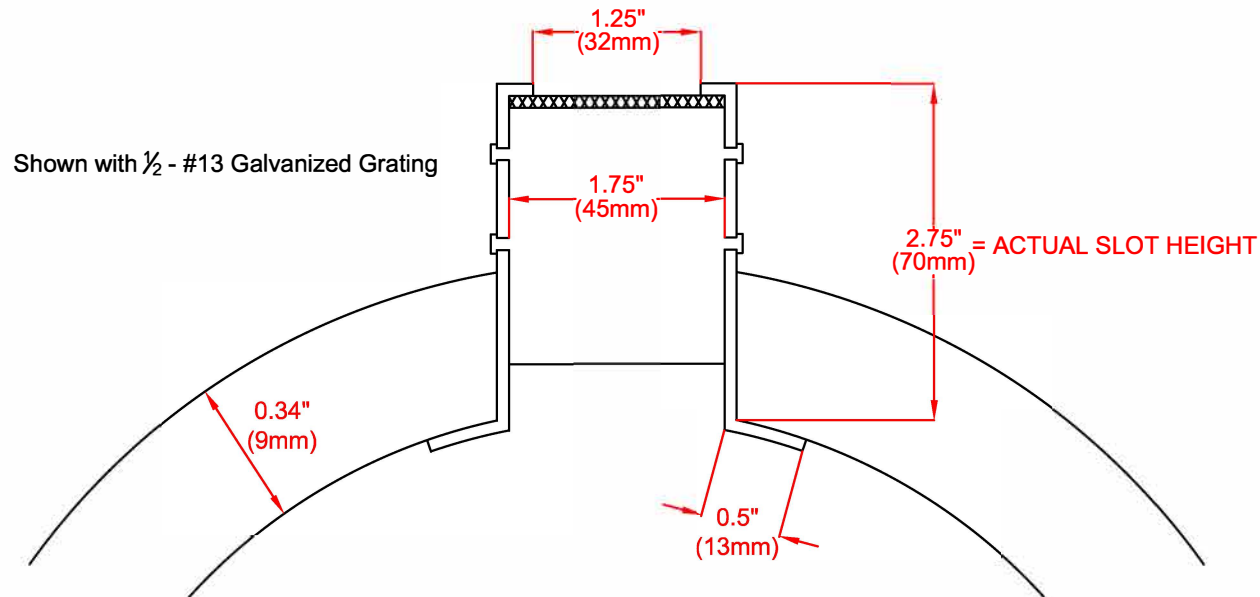


4 – 12"
(100 – 300mm)



4 – 36"
(100 – 900mm)

4" DURASLOT® Pipe Dimensions For 2.5" Slot Riser



PIPE DIAM.	PRODUCT DESCRIPTION	PRODUCT # (Grated)	PRODUCT # (Open Top)
4" (100mm)	2.5" Slot Riser (64mm)	0420DS	0420DSOT

Dimension from grade to pipe invert:

H (ACTUAL SLOT HEIGHT) + PIPE DIAMETER + RECESS (¼"-½")

© 2018 ADS, INC.

ADVANCED DRAINAGE SYSTEMS, INC. ("ADS") HAS PREPARED THIS DETAIL BASED ON INFORMATION PROVIDED TO ADS. THIS DRAWING IS INTENDED TO DEPICT THE COMPONENTS AS REQUESTED. ADS HAS NOT PERFORMED ANY ENGINEERING OR DESIGN SERVICES FOR THIS PROJECT, NOR HAS ADS INDEPENDENTLY VERIFIED THE INFORMATION SUPPLIED. THE INSTALLATION DETAILS PROVIDED HEREIN ARE GENERAL RECOMMENDATIONS AND ARE NOT SPECIFIC FOR THIS PROJECT. THE DESIGN ENGINEER SHALL REVIEW THESE DETAILS PRIOR TO CONSTRUCTION. IT IS THE DESIGN ENGINEERS RESPONSIBILITY TO ENSURE THE DETAILS PROVIDED HEREIN MEETS OR EXCEEDS THE APPLICABLE NATIONAL, STATE, OR LOCAL REQUIREMENTS AND TO ENSURE THAT THE DETAILS PROVIDED HEREIN ARE ACCEPTABLE FOR THIS PROJECT.

REV.	DESCRIPTION	BY	MM/DD/YY	CHK'D
------	-------------	----	----------	-------

DRAWING NUMBER:

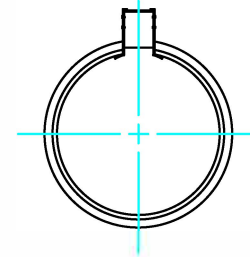


4640 TRUEMAN BLVD
HILLIARD, OHIO 43026

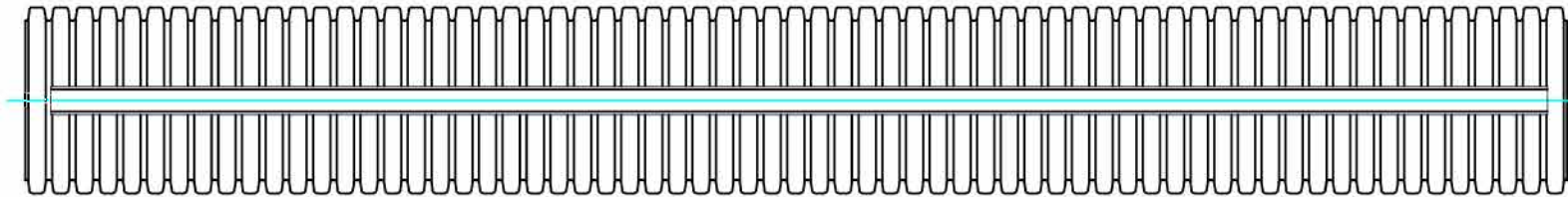
DRAWN BY	
CHECKED BY	
SCALE	NTS
SHEET	1 OF 1

4" DURASLOT® Pipe With 2.5" Slot Riser

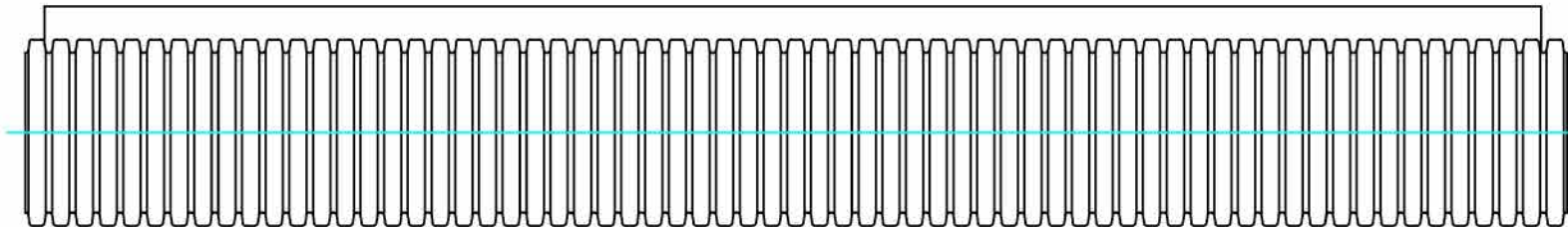
PIPE DIAM.	PRODUCT # (GRATED)	PRODUCT # (OPEN TOP)
4" (100mm)	0420DS	0420DSOT



CROSS SECTION



PLAN VIEW



ELEVATION

© 2018 ADS, INC.

ADVANCED DRAINAGE SYSTEMS, INC. ("ADS") HAS PREPARED THIS DETAIL BASED ON INFORMATION PROVIDED TO ADS. THIS DRAWING IS INTENDED TO DEPICT THE COMPONENTS AS REQUESTED. ADS HAS NOT PERFORMED ANY ENGINEERING OR DESIGN SERVICES FOR THIS PROJECT, NOR HAS ADS INDEPENDENTLY VERIFIED THE INFORMATION SUPPLIED. THE INSTALLATION DETAILS PROVIDED HEREIN ARE GENERAL RECOMMENDATIONS AND ARE NOT SPECIFIC FOR THIS PROJECT. THE DESIGN ENGINEER SHALL REVIEW THESE DETAILS PRIOR TO CONSTRUCTION. IT IS THE DESIGN ENGINEERS RESPONSIBILITY TO ENSURE THE DETAILS PROVIDED HEREIN MEETS OR EXCEEDS THE APPLICABLE NATIONAL, STATE, OR LOCAL REQUIREMENTS AND TO ENSURE THAT THE DETAILS PROVIDED HEREIN ARE ACCEPTABLE FOR THIS PROJECT.

REV.	DESCRIPTION	BY	MM/DD/YY	CHK'D
------	-------------	----	----------	-------

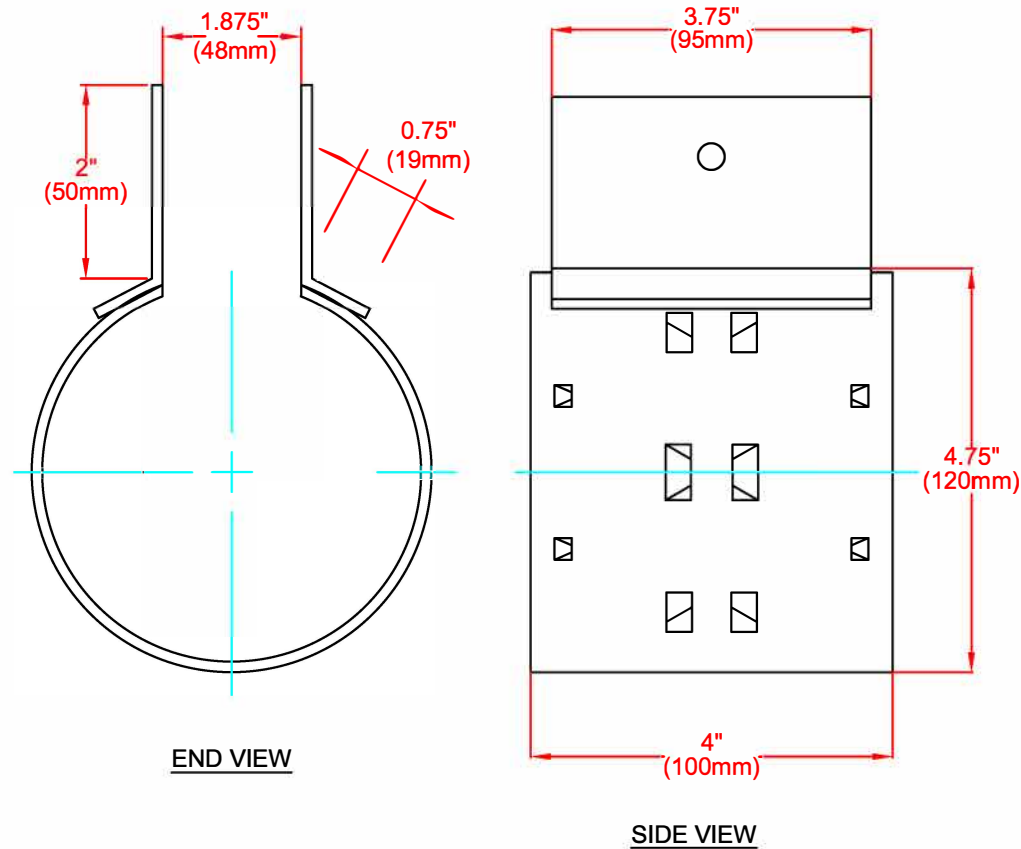
DRAWING NUMBER:



4640 TRUEMAN BLVD
HILLIARD, OHIO 43026

DRAWN BY:	
CHECKED BY:	
SCALE:	NTS
SHEET:	1 OF 1

4" DURASLOT[®] Coupler Band With 2.5" Slot Riser



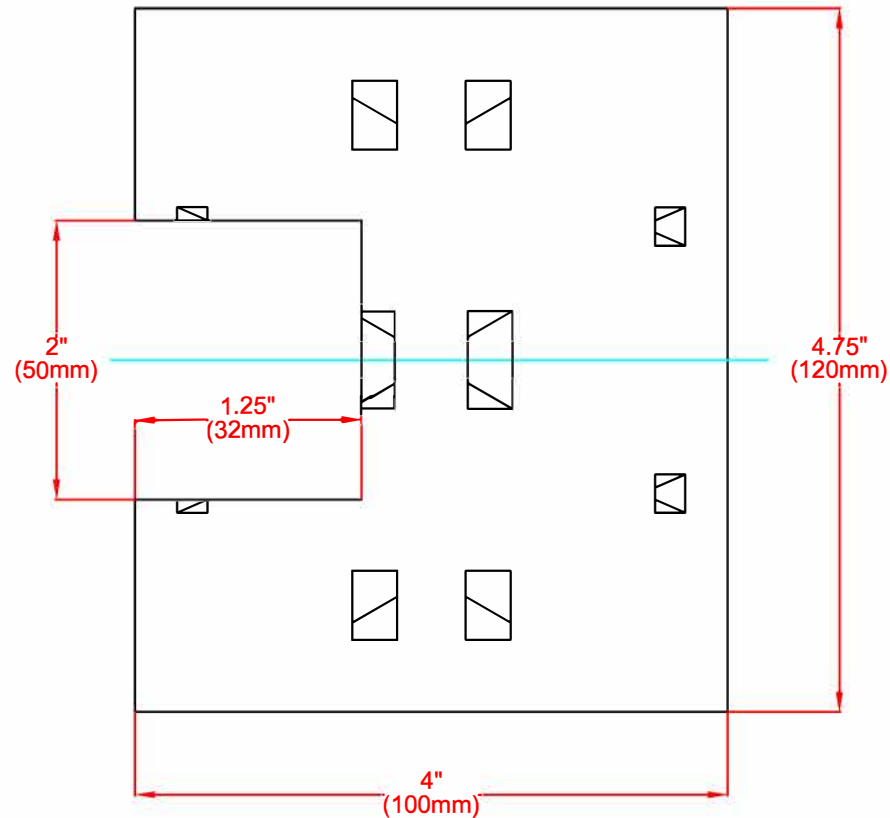
PIPE DIAM.	PRODUCT #
4" (100mm)	0421DS

NOTE: ALL DIMENSIONS ARE FOR REFERENCE ONLY



DRAWING #:		
DRAWN BY:		
APPROVED BY:		
REVISIONS:		
SCALE:	NTS	

4" DURASLOT® Adapter With 2.5" Slot Riser



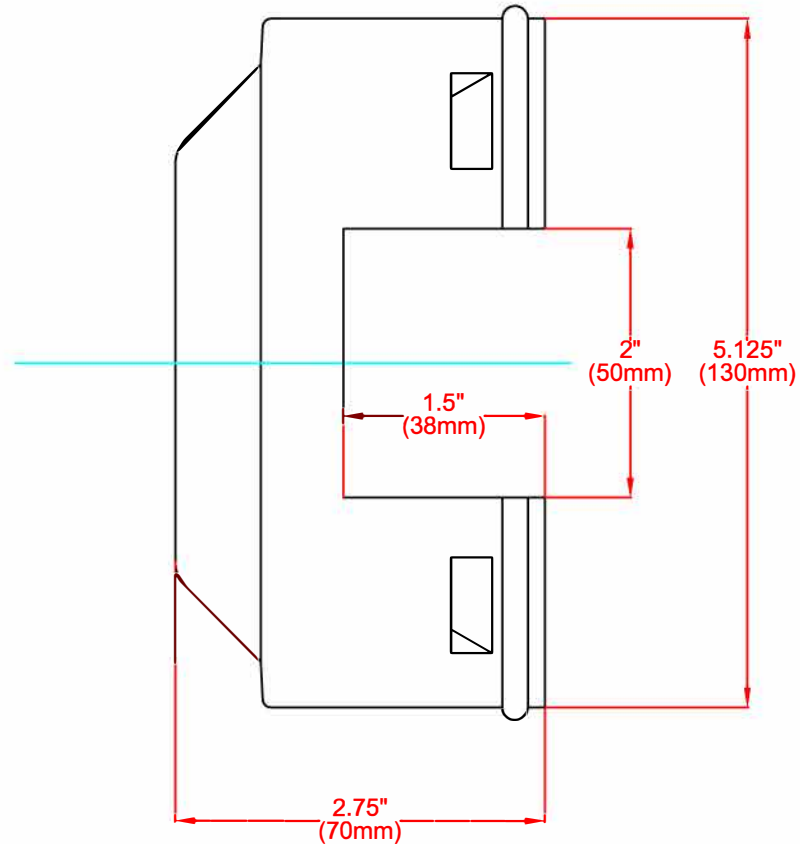
PIPE DIAM.	PRODUCT #
4" (100mm)	0462DS

NOTE: ALL DIMENSIONS ARE FOR REFERENCE ONLY



DRAWING #:		
DRAWN BY:		
APPROVED BY:		
REVISIONS:		
SCALE:	NTS	

4" DURASLOT® End Cap With 2.5" Slot Riser



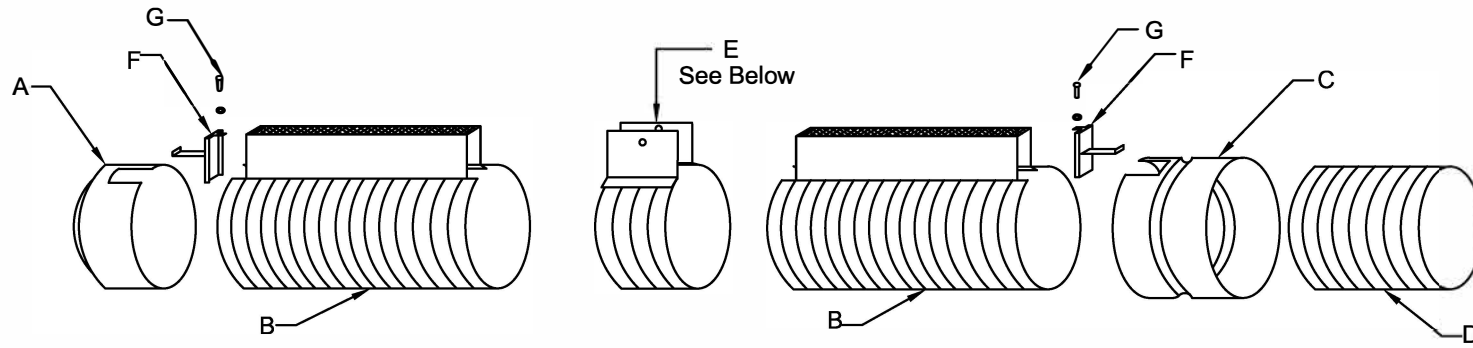
PIPE DIAM.	PRODUCT #
4" (100mm)	0433DS

NOTE: ALL DIMENSIONS ARE FOR REFERENCE ONLY



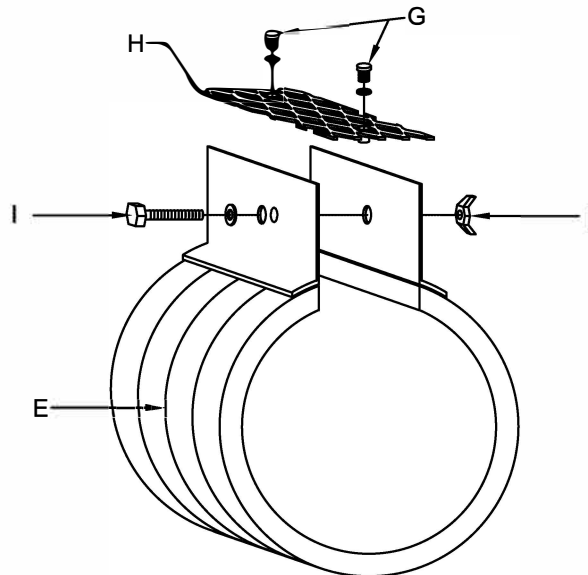
DRAWING #:		
DRAWN BY:		
APPROVED BY:		
REVISIONS:		
SCALE:	NTS	

4" DURASLOT® System Assembly With 2.5" Slot Riser - Grated



- A. DURASLOT End Cap
- B. DURASLOT Pipe
- C. DURASLOT Adapter
- D. N-12 Pipe
- E. DURASLOT Coupler Band

- F. DURASLOT Grate Anchor
- G. $\frac{1}{4}$ " SPHS x 1" Long w/ Washer
- H. DURASLOT Grate Connector
- I. $\frac{5}{16}$ " Hex Head Screw x $3\frac{1}{2}$ " Long w/ Washer & $\frac{5}{16}$ " Wingnut



NOTE: Each Cap (A) & Adapter (C) comes with an Anchor (F)
Each Coupler Band (E) comes with Hardware - G,H,I & J

© 2018 ADS, INC.

ADVANCED DRAINAGE SYSTEMS, INC. ("ADS") HAS PREPARED THIS DETAIL BASED ON INFORMATION PROVIDED TO ADS. THIS DRAWING IS INTENDED TO DEPICT THE COMPONENTS AS REQUESTED. ADS HAS NOT PERFORMED ANY ENGINEERING OR DESIGN SERVICES FOR THIS PROJECT, NOR HAS ADS INDEPENDENTLY VERIFIED THE INFORMATION SUPPLIED. THE INSTALLATION DETAILS PROVIDED HEREIN ARE GENERAL RECOMMENDATIONS AND ARE NOT SPECIFIC FOR THIS PROJECT. THE DESIGN ENGINEER SHALL REVIEW THESE DETAILS PRIOR TO CONSTRUCTION. IT IS THE DESIGN ENGINEERS RESPONSIBILITY TO ENSURE THE DETAILS PROVIDED HEREIN MEETS OR EXCEEDS THE APPLICABLE NATIONAL, STATE, OR LOCAL REQUIREMENTS AND TO ENSURE THAT THE DETAILS PROVIDED HEREIN ARE ACCEPTABLE FOR THIS PROJECT.

REV.	DESCRIPTION	BY	MM/DD/YY	CHK'D

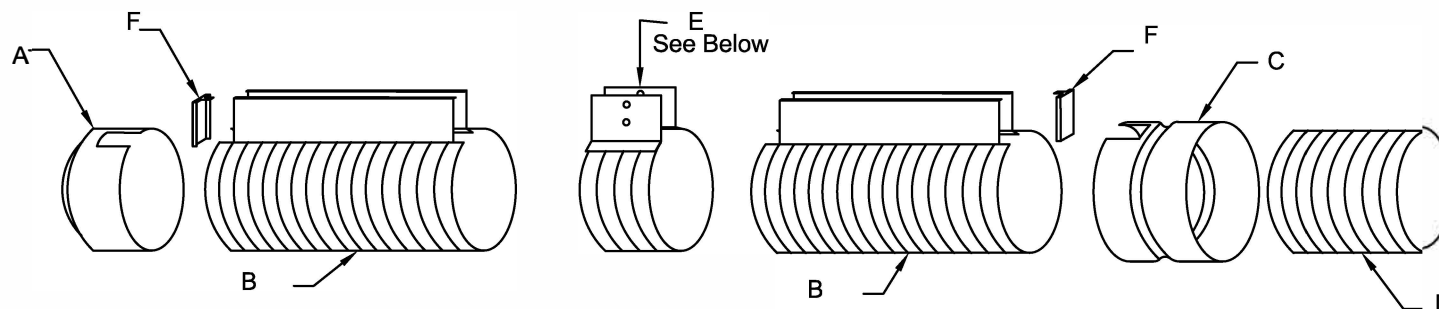
DRAWING NUMBER:



4640 TRUEMAN BLVD
HILLIARD, OHIO 43026

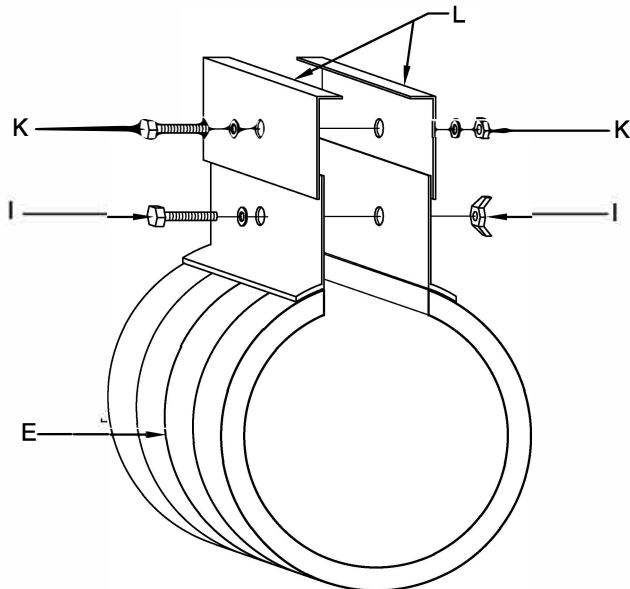
DRAWN BY:
DATE:
CHECKED BY:
SCALE: NTS
SHEET: 1 OF 1

4" DURASLOT® System Assembly With 2.5" Slot Riser - Open Top



- A. DURASLOT End Cap
- B. DURASLOT Pipe
- C. DURASLOT Adapter
- D. N-12 Pipe
- E. DURASLOT Coupler Band
- F. DURASLOT Slot Cap

- I. Hex Head Assembly:
 $\frac{5}{16}$ " Hex Head Screw x $3\frac{1}{2}$ " Long
 w/ Washer & $\frac{5}{16}$ " Wingnut
- K. Hex Head Assembly:
 $\frac{5}{16}$ " Hex Head Screw x $3\frac{1}{2}$ " Long
 w/ (2) Washers and $\frac{5}{16}$ " Hex Nut
- L. DURASLOT Band Flanges



NOTE: Each Cap (A) & Adapter (C) comes with a Cap (F)
 Each Coupler Band (E) comes with Hardware - I, K, & L

© 2018 ADS, INC.

ADVANCED DRAINAGE SYSTEMS, INC. ("ADS") HAS PREPARED THIS DETAIL BASED ON INFORMATION PROVIDED TO ADS. THIS DRAWING IS INTENDED TO DEPICT THE COMPONENTS AS REQUESTED. ADS HAS NOT PERFORMED ANY ENGINEERING OR DESIGN SERVICES FOR THIS PROJECT, NOR HAS ADS INDEPENDENTLY VERIFIED THE INFORMATION SUPPLIED. THE INSTALLATION DETAILS PROVIDED HEREIN ARE GENERAL RECOMMENDATIONS AND ARE NOT SPECIFIC FOR THIS PROJECT. THE DESIGN ENGINEER SHALL REVIEW THESE DETAILS PRIOR TO CONSTRUCTION. IT IS THE DESIGN ENGINEERS RESPONSIBILITY TO ENSURE THE DETAILS PROVIDED HEREIN MEETS OR EXCEEDS THE APPLICABLE NATIONAL, STATE, OR LOCAL REQUIREMENTS AND TO ENSURE THAT THE DETAILS PROVIDED HEREIN ARE ACCEPTABLE FOR THIS PROJECT.

REV.	DESCRIPTION	BY	MM/DD/YY	CHK'D

DRAWING NUMBER:



4640 TRUEMAN BLVD
 HILLIARD, OHIO 43026

DRAWN BY:	
CHECKED BY:	
SCALE:	NTS
SHEET:	1 OF 1