



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

JENNIFER COHAN  
SECRETARY

**VIA OVERNIGHT DELIVERY AND WEBSITE POSTING**

August 6, 2019

Contract No. T201207101.02  
Federal Aid Project No. EBRN-N159(2)  
BR 1-159 on James Street over Christina River  
New Castle County

Ladies and Gentlemen:

Enclosed is Addendum No. 1 for the referenced contract consisting of the following:

1. The Bid Proposal Cover, revised, to be substituted for the same page of the Proposal.
2. Two (2) pages, Pre-Bid Meeting Sign In Sheet has been posted.
3. Thirty-six (36) pages, Pre-Bid Meeting Transcript has been posted.
4. Thirty-eight (38) pages, Pre-Bid Meeting Presentation has been posted.
5. One (1) page, Table of Contents, page viii, revised, to be substituted for the same page in the Proposal.
6. Four (4) pages, General Decision DE20190011, pages 36 through 39, revised, to be substituted for the same pages in the Proposal. Modification No. 1 was issued on July 26, 2019. The Union Rate Identifier, Rates and Fringes were updated for LABO0199-008.
7. Five (5) pages, Special Provision 763508 - Project Control System Development Plan and 763509 - CPM Schedule Updates and/or Revised Updates, has been added to the Proposal.
8. Two (2) pages, Bid Proposal Forms, pages 12 and 13, revised, to be substituted for the same pages in the Proposal. Item Numbers 763508 and 763509 have been added.
9. Amendment File No. 1.

Please note the revisions listed above and submit your bid based upon this information.

Sincerely,  
*~signature on file~*  
Connie Ivins  
Competitively Bid Contracts Coordinator  
Delaware Department of Transportation

STATE OF DELAWARE



DEPARTMENT OF TRANSPORTATION

BID PROPOSAL

for

CONTRACT T201207101.02

FEDERAL AID PROJECT NO. EBRN-N159(2)

CFDA NO. 20.205

BR 1-159 ON JAMES STREET OVER CHRISTINA RIVER

NEW CASTLE COUNTY

ADVERTISEMENT DATE: July 9, 2019

COMPLETION TIME: 632 Calendar Days

**PROSPECTIVE BIDDERS ARE ADVISED THAT THERE WILL BE A MANDATORY PRE-BID MEETING THURSDAY, JULY 25, 2019 AT 2:00 P.M. IN THE DelDOT ADMINISTRATION BUILDING, 800 BAY ROAD, DOVER, DE 19903.**

SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION  
DELAWARE DEPARTMENT OF TRANSPORTATION  
AUGUST 2001

Bids will be received in the Bidder's Room at the Delaware Department of Transportation's Administration Building, 800 Bay Road, Dover, Delaware prior to 2:00 P.M. local time August 13, 2019

211508 - VIDEOTAPING BUILDINGS .....	<u>50</u>
211550 - DEMOLITION OF EXISTING BRIDGE .....	<u>51</u>
302514 - MILLED HOT-MIX BASE COURSE .....	<u>53</u>
401699 - QUALITY CONTROL/QUALITY ASSURANCE OF BITUMINOUS CONCRETE .....	<u>56</u>
401752 - SAFETY EDGE FOR ROADWAY PAVEMENT .....	<u>69</u>
401801 - BITUMINOUS CONCRETE, TYPE C, 160 GYRATIONS, PG 64-22 (CARBONATE STONE) .....	<u>70</u>
401816 - BITUMINOUS CONCRETE, SUPERPAVE, TYPE B, 160 GYRATIONS, PG 76-22 .....	<u>70</u>
401819 - BITUMINOUS CONCRETE, SUPERPAVE, BITUMINOUS CONCRETE BASE COURSE, 160 GYRATIONS, PG 64-22 .....	<u>70</u>
401833 - BITUMINOUS CONCRETE, SUPERPAVE, TYPE C, 160 GYRATIONS, PG 76-22, (NON-CARBONATE STONE) .....	<u>71</u>
602520 - EPOXY PROTECTIVE COATING FOR CONCRETE .....	<u>82</u>
602549 - FORM LINERS .....	<u>86</u>
602616 - WATERPROOFING P.C.C. MASONRY SURFACES .....	<u>88</u>
602646 - SILICONE ACRYLIC CONCRETE SEALER .....	<u>90</u>
605511 - PREFABRICATED EXPANSION JOINT SYSTEM 3" .....	<u>92</u>
618529 - DRILLED SHAFT, 48" .....	<u>94</u>
618530 - TECHNIQUE SHAFT, 48" .....	<u>94</u>
618531 - PERMANENT CASING FOR DRILLED SHAFT, 48" DIAMETER .....	<u>94</u>
618532 - LOAD TESTING OF DRILLED SHAFTS .....	<u>94</u>
619511 - EXPLORATORY DRILLING .....	<u>111</u>
710506 - ADJUST AND REPAIR EXISTING SANITARY MANHOLE .....	<u>112</u>
712531 - CHANNEL BED FILL .....	<u>113</u>
720529 - P.C.C. SAFETY BARRIER PERMANENT, SINGLE FACE .....	<u>114</u>
720636 - FURNISH AND MAINTAIN PINNED PORTABLE P.C.C.SAFETY BARRIER, DOUBLE FACE .....	<u>115</u>
744520 - CONDUIT JUNCTION WELL, TYPE 1, PRECAST CONCRETE .....	<u>116</u>
744523 - CONDUIT JUNCTION WELL, TYPE 4, PRECAST CONCRETE .....	<u>116</u>
744529 - P.C.C. BARRIER, JUNCTION WELL .....	<u>118</u>
745500 - GALVANIZED CONDUIT IN/ON STRUCTURE, 1 (25 mm) .....	<u>119</u>
745502 - GALVANIZED CONDUIT IN/ON STRUCTURE, 2 1/2 (63 mm) .....	<u>119</u>
745604 - FURNISH & INSTALL UP TO 4" SCHEDULE 80 PVC CONDUIT (TRENCH) .	<u>120</u>
745606 - FURNISH & INSTALL UP TO 4" GALVANIZED STEEL CONDUIT (TRENCH) .....	<u>120</u>
746517 - ALUMINUM LIGHTING STANDARD WITH SINGLE DAVIT ARM, 30' POLE .....	<u>124</u>
746653 - ELECTRICAL TESTING .....	<u>128</u>
746669 - LUMINAIRE (HPS) 150 WATT .....	<u>131</u>
746852 - POLE BASE, TYPE 6 .....	<u>132</u>
747508 - LIGHTING CONTROL CENTER - 100A .....	<u>134</u>
747515 - CABINET BASE TYPE M .....	<u>137</u>
748548 - PERMANENT PAVEMENT STRIPING, EPOXY RESIN PAINT, WHITE/YELLOW, 5" .....	<u>138</u>
748530 - REMOVAL OF PAVEMENT STRIPING .....	<u>148</u>
749687 - INSTALLATION OR REMOVAL OF TRAFFIC SIGN ON SINGLE SIGN POST .....	<u>149</u>
749688 - INSTALLATION OF 4" DIAMETER HOLE, LESS THAN OR EQUAL TO 6" IN DEPTH .....	<u>150</u>
749689 - INSTALLATION OF 4" DIAMETER HOLE, GREATER THAN 6" IN DEPTH .	<u>150</u>
763501 - CONSTRUCTION ENGINEERING .....	<u>151</u>
763503 - TRAINEE .....	<u>159</u>
763508 - PROJECT CONTROL SYSTEM DEVELOPMENT PLAN .....	<u>160A</u>
763509 - CPM SCHEDULE UPDATES AND/OR REVISED UPDATES .....	<u>160A</u>
763522 - COAST GUARD SPECIFIC CONDITIONS .....	<u>160</u>
763620 - PROTECTION OF EXISTING UTILITIES BY CONTRACTOR .....	<u>162</u>
763623 - NETTING, MIGRATORY BIRD EXCLUSION .....	<u>174</u>
907510 - COMPOST FILTER LOG .....	<u>176</u>
<b>UTILITY STATEMENT .....</b>	<b><u>178</u></b>

Contract No. T201207101.02

GENERAL DECISION: DE20190011 07/26/2019 DE11

Superseded General Decision Number: DE20180017

State: DELAWARE

Construction Type: HEAVY

County: New Castle County in Delaware

HEAVY CONSTRUCTION PROJECTS

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.60 for calendar year 2019 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, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.60 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 calendar year 2019. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1 (a) (2) - (60). Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Modification Number	Publication Date
0	01/04/2019
1	07/26/2019

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CARP0173-010 05/01/2017

	Rates	Fringes
CARPENTER (Includes Form Work)	\$31.62	22.94

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ELEC0126-003 05/28/2018

	Rates	Fringes
LINE CONSTRUCTION (Lineman)	\$44.71	26.25%+11.25

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ENGI0542-009 05/01/2018

	Rates	Fringes
POWER EQUIPMENT OPERATOR (Crane, Forklift, and Scraper)	\$39.85	27.11+A

FOOTNOTE: A. PAID HOLIDAYS: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, and Election Day (provided the employee works the scheduled work day following the holiday.)

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LABO0199-008 05/01/2019

	Rates	Fringes
LABORER Backfiller, Common or General, Pipelayer, and Tamper (Hand Held)	\$25.95	25.25

Trencher Hand Guided	\$25.70	21.25
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SUDE2014-008 01/20/2016	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER	\$25.78	0.58
ELECTRICIAN	\$34.42	24.02
OPERATOR: Backhoe/Excavator/Trackhoe	\$34.29	16.18
OPERATOR: Bulldozer	\$27.09	18.20
OPERATOR: Loader	\$31.88	12.57
TRUCK DRIVER: Dump Truck	\$22.60	7.56
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WELDERS - Receive rate prescribed for craft performing operations 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 [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29 CFR 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 an “SU” identifier indicated 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.

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### 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 Regional Office for the area in which the survey was conducted because those Regional Offices have 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, D. C. 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, D. C. 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:

Contract No. T201207101.02

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

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

END OF GENERAL DECISION

#### APPLICABILITY OF DAVIS-BACON LABOR STANDARD PROVISIONS TO FLAGGERS

The U.S. Department of Labor has established that the duties of flaggers working on contracts covered by the Davis-Bacon Act, are manual and physical in nature. Accordingly, all employees performing the work of flaggers on Davis-Bacon covered contracts shall be entitled to receive applicable prevailing wage rates.

\* \* \* \* \*

ALL AGENCY MEMORANDUM NO. 130  
U.S. DEPARTMENT OF LABOR  
EMPLOYMENT STANDARDS ADMINISTRATION  
WAGE AND HOUR DIVISION  
WASHINGTON, DC 20210

#### GUIDELINES

##### HIGHWAY CONSTRUCTION

Highway projects include the construction, alteration, or repair of roads, streets, highways, runways, taxiways, alleys, trails, paths, parking areas, and other similar projects not incidental to building or heavy construction.

EXAMPLES: Alleys, Base Courses, Bituminous treatments, Bridle Paths, Concrete pavement, Curbs, Excavation and embankment (for road construction), Fencing (highway), Grade crossing elimination (overpasses and underpasses), Guard rails on highway, Highway signs, Highway bridges (overpasses, underpasses, grade separation), Medians, Parking lots, Parkways, Resurfacing streets and highways, Roadbeds, Roadways, Runways, Shoulders, Stabilizing courses, Storm sewers incidental to road construction, Street paving, Surface courses, Taxiways, and Trails.

ANY QUESTIONS REGARDING THE APPLICATION OF THE GUIDELINES ABOVE TO A PARTICULAR PROJECT OR ANY DISPUTES REGARDING THE APPLICATION OF THE WAGE SCHEDULES ARE TO BE REFERRED TO THE WAGE AND HOUR DIVISION, U.S. DEPARTMENT OF LABOR FOR RESOLUTION, AND THE INSTRUCTIONS OF THE WAGE AND HOUR DIVISION ARE TO BE OBSERVED IN ALL INSTANCES.

\* ALL AGENCY MEMORANDUM NO. 130  
U.S. DEPARTMENT OF LABOR  
EMPLOYMENT STANDARDS ADMINISTRATION  
WAGE AND HOUR DIVISION  
WASHINGTON, DC 20210

**763508 - PROJECT CONTROL SYSTEM DEVELOPMENT PLAN**  
**763509 - CPM SCHEDULE UPDATES AND/OR REVISED UPDATES**

**Description:**

The Contractor shall plan, schedule and construct the Project by using a Critical Path Method Project Schedule (CPM) meeting the requirements of these specifications. Use the CPM for coordinating and monitoring the Work specified in the Contract Documents including all activities of Subcontractors, vendors, suppliers, utilities, railroads, the Department, and all other parties associated with the construction of the Contract. Include all Work in the CPM; including but not limited to submittals, major procurement, delivery, and construction activities. Include all activities, including bid items, quantified in the Contract Documents. Base the CPM upon the entirety of the Contract Documents. Utilize CPM software that generates files compatible with Primavera P6 Project Management Release: 7.0.0.

**Scheduling Representative:**

Designate a scheduling representative prior to submission of the Original Critical Path Method Project Schedule (OCPM). The scheduling representative is the person primarily responsible for development and maintenance of the CPM schedule; the Contractor's representative in all matters regarding the schedule; and the Contractor's designated attendee for all schedule related meetings. The scheduling representative shall also be knowledgeable of the status of all parts of the Work throughout the duration of the Project. Replacement of the scheduling representative will require written approval from the Engineer.

Submit the qualifications of the scheduling representative to the Engineer for approval. This approval is required before the OCPM will be accepted. The scheduling representative shall have at least three years of verifiable experience for preparing and maintaining CPM project schedules on Contracts of similar size and complexity.

**Critical Path, Project Completion Date, and Float:**

The critical path is defined as the series of activities in a CPM that has the longest path in time. The submitted activity sequence and durations must generate a CPM with only one critical path. Divide Project wide activities such as Maintenance of Traffic, Construction Engineering, or Temporary Erosion Control that, by their nature, generate long durations and complement other activities into "establish" and "conclude" activities to prevent this type of Work from occupying a significant portion of the critical path.

The project start date, or initial data date, of the original CPM shall be the first chargeable day of Work. Nonproductive Work and administrative activities may begin and/or end prior to the project start date. The Original CPM must use all of the Contract Time and contain a critical path containing exactly zero float. Early completion schedules are not permitted. The schedule ending date of the Original CPM that uses all of the Project Time is the contract completion date.

Total Float is the difference between the schedule's finish date and the contract completion date. Free float is the difference in time between an activity's early finish and late finish. Free float is a shared commodity for the use of the Department and the Contractor and is not for the exclusive use or benefit of either party. Both parties have the full use of free float until depleted.

**Submittal of the OCPM; the Start of Work and the Schedule of Record:**

Complete and submit the proposed original CPM schedule (OCPM) database and the written narrative (WN) within 30 calendar days after Contract is Awarded. The WN is a description of any elements of the Schedule that deviate from the proposed construction sequence shown in the Contract Documents. Submit the OCPM in CPM format fully compatible with Primavera P6 Project Management Release: 7.0.0 by email or CD ROM as a single compressed database in CPM format.

The Engineer will complete the review of the OCPM within 30 calendar days after submittal. If required, a Joint Review Conference will be convened at which time the Engineer and Contractor may

make corrections and adjustments to the proposed OCPM. If a revision is necessary due to the Engineer's review or the Joint Review Conference, submit the proposed revision within seven calendar days after receiving the Engineer's review comments or within seven calendar days after the date of the Joint Review Conference, whichever is the latest. Make revisions in accordance with the requirements for the OCPM. The Engineer will respond to the revised OCPM within seven calendar days after receipt. Clearly identify each submittal and resubmittal for clarity by labeling "2<sup>nd</sup> Draft", "3<sup>rd</sup> Draft", etc.

Do not start any Work until the OCPM is accepted. If the Engineer is ready to issue a Notice to Proceed but the OCPM is not yet accepted, the Engineer may issue the NTP and start Contract Time, but forbid Work to begin until the OCPM is accepted. The Engineer may partially accept a OCPM and allow Work to begin if the required corrections to the OCPM are minor, but the Engineer will not accept submittals that do not show the complete schedule. The Engineer will not pay any estimates until the OCPM is partially accepted. Once the OCPM is partially accepted, the Engineer will pay the first estimate. If the Contractor fails to make a good faith effort to address the Engineer's comments before the second estimate is due for payment, the Engineer will not pay the second estimate until a good faith effort is made by the Contractor to comply. The Engineer may not withhold an estimate payment if, within the estimate period in question, the Engineer has failed to provide timely review comments in response to the Contractor's submittal. The Engineer may, however, withhold the payment of subsequent estimates if the Contractor fails to make a good faith effort to address the Engineer's comments. Upon issuance of the Notice to Proceed, the start date utilized in the OCPM will be adjusted to comply with the first chargeable day of Work. Any delay in starting Work caused by the acceptance of the OCPM by the Engineer will not be considered as a basis for any adjustment in the Contract amount or time. For Contracts that have fast-tracked starts, the Engineer and the Contractor may agree to alter the response times and approval dates listed above.

Upon notification that the OCPM has been accepted, the corrected copy will become the CPM of record. The CPM of record shall be the Contractor's work plan for completing the entire Contract as specified in the Contract Documents.

### **Requirements for the OCPM:**

The format of the OCPM database shall be the precedence diagram method with days as the planning unit and shall be based on Calendar Days. Use the Department's partially predetermined coding structure (CS) that is furnished by the Engineer.

*Activity Sequencing.* Activity sequence must be logical and representative of the Contractor's order of the Work. Successors and predecessors determine the schedule logic or activity sequence. A given activity cannot start until all of the given activity's predecessors have been completed. Use only finish to start dependency relationships (links); do not use lag times without approval from the Engineer. The Engineer may request that the Contractor resequence the activities to reflect realistic job logic. When scheduling using multiple resources, each resource unit shall have a corresponding activity. Durations of activities include all the time necessary to complete the activity including, but not limited to, Contractor's non-work periods (other than those shown on the calendars), reasonably foreseeable inclement weather, weekends and holidays. Base schedule calculations on retained logic, contiguous durations, and total float as finish float. *Activity Resources.* Sequence activities to reflect resource apportionment. Logically connect and code each activity to reflect the crew (resource) performing the operation. Submit a summary list of crews, their crew codes, and their operation(s) with each schedule submission, unless unchanged. Identify responsibility for each activity. Identify Subcontractors, DBE's, utilities and Work performed by others that affects the Schedule.

*Breakdown and Durations of Activities.* An individual activity is required for each construction element or each activity not under the control of the Contractor that affects the sequence or progress of the Work. The Engineer reserves the right to require additional breakdown of the Work activities at any time. Each activity must be identified by a name, symbol and coding, and shall have a duration, sequence, responsibility and resource(s). Choose activity names that are descriptive and identify single construction elements. Activity symbols, or ID's, shall be unique and systematic.

Activity types must be either "task", "start milestone", or "finish milestone". Do not use "hammock" type activities. Date constraints, float and duration constraints, and/or flags for activities are

not permitted.

Assign a reasonable duration to each activity representative of its scope. Durations may not exceed 14 calendar days unless approved by the Engineer. Determine the duration of each activity by using productivity rates based on Calendar Days.

Include the preparation and approval of Working Drawings as activities. Include phasing (staging) milestones as activities. Correlate phasing milestones with the sequence of construction provided in the Contract Documents. Use a separate start and finish milestone activity to delineate each phase (stage).

*Utility Work.* Include all Work performed by utilities on the Project as activities in the OCPM. Include each utility item of Work shown in the Contract's Utility Statement as an activity. Durations for utility activities shall be the same as the durations shown in the Utility statement for each activity unless otherwise approved by the Engineer.

*Calendars.* Assign a calendar to each activity in the schedule. Use a minimum of 6 calendars, when applicable: (1) Full Schedule; (2) Permit Requirements; (3) Winter Condition; (4) Concrete Work; (5) Asphalt Paving Work; and (6) Nighttime Asphalt Paving Work. Use additional calendars if needed. Calendar non-work periods shall reflect the average Delaware weather history for the jobsite and the restrictions identified in the Contract Documents. The Contractor may choose perform Work during an activity's calendar non-work period at no additional cost to the Department if weather conditions are favorable for such Work and the Work does not violate a set forth in the Contract Documents. The maximum allowable non-work period for each calendar is set forth below. The Contractor may choose to shorten non-work periods at his/her discretion.

CALENDAR	MAXIMUM NON-WORK PERIOD
Full Schedule	None
Winter Condition	December 1 through March 15
Concrete Work	December 1 through March 15
Asphalt Paving	November 15 through March 15
Nighttime Asphalt Paving	October 15 through April 30

*Written Narrative (WN).* Provide a written narrative (WN) as part of the OCPM explaining the following:

- (a) Relationships between activities not obviously identified
- (b) Equipment usage and limitations.
- (c) Manpower usage and limitations.
- (d) Use of additional shifts and overtime.
- (e) Activity codes, abbreviations, and activity identification system.
- (f) All calendars utilized in the CPM and the basis of determining each non-work period
- (g) All abbreviations.
- (h) Use of calendars.
- (i) Any other conditions that affect the schedule and are not readily discernible in the database.

**CPM Updates:**

Provide monthly updates to the CPM of record. Meet with the Engineer once a month prior to submitting the update to review the status of the schedule's activities. Prepare an updated list of activities showing all of the actual start and actual finish for each of the schedule's activities so that both parties can agree on the dates. Use the dates that were agreed upon in the meeting to status the CPM of record and submit the updated schedule to the Engineer for approval. Assign a unique file name to each update (Number/version). The data date of the update shall be the next day after the end of the update period. As part of the monthly update, submit a written description that identifies any delays or disruptions to the schedule experienced during the period of an update, any change in manpower or equipment, and any potential delays to the completion date of the schedule.

Do not include any revisions to the CPM without prior approval. Failure to submit complete updates in a timely manner may result in the withholding of estimates by the Engineer. The Engineer agrees to refrain from withholding estimates unless the Contractor is habitually late in providing updates, is more than four weeks late in submitting an update or has failed to submit an update that is part of a resolution to a serious problem that must be addressed immediately.

**Revisions to the Schedule of Record:**

Revisions are defined as any changes to the database other than status updates, log entries and moving the data date. Discuss any proposed revisions to the CPM verbally with the Engineer. If the revision is minor in nature, the Engineer may allow the revision to be included on the next Update of the CPM. If the Engineer determines that the revision is not minor in nature, submit the proposed revision for review and approval prior to deviating from the approved CPM. When a revision to the CPM is required due to changes in the Contract initiated by the Engineer, immediately contact the Engineer to discuss the changes. The Engineer may allow a deviation from the approved CPM for specific mitigating activities.

The Engineer may direct the Contractor to revise the schedule of record at the Contractor's expense if: the critical path has less than minus ten (-10) Calendar Days of total float due to the Contractor's failure to perform the Work in accordance with the schedule; the Contractor requests to re-sequence the Work; and/or the Contractor has performed a significant amount of Work out of sequence. The Engineer may direct the Contractor to revise the schedule for any other reason; and such a revision will be paid at the unit cost for a CPM Revision.

The Engineer will review and respond to the proposed revision within 7 Calendar Days after receipt. Resubmit, if required, within seven calendar days after receipt of the Engineer's review comments. The Engineer reserves the right to reject any proposed revision that adversely impacts the Department, utilities, or other concerned parties.

**Extensions of Contract Time and/or Incentive/Disincentive Dates.**

Make requests for extension of Contract time in writing and subject to the notice and timeliness of submission provisions as provided for elsewhere in the Contract. Requests for an extension of Contract time or change in an incentive/disincentive date will be evaluated by the Engineer's analysis of the CPM of record and any proposed revision submitted. Include in the request a written narrative of the events that impacted the schedule and a detailed explanation of why the Contractor cannot meet the requirements of the schedule of record. Only delays to activities that affect the Contract completion date or will be considered for an extension of Contract time. Only delays to activities that affect the completion duration of an incentive/disincentive period will be considered for an extension of an incentive/disincentive completion date. The extension of the specified Contract completion date or incentive/disincentive date will be based upon the number of Calendar Days the Contract completion date or incentive/disincentive date is impacted as determined by the Engineer's analysis. The Engineer and Contractor may agree to defer the analysis of a potential impact to the schedule until the completion of the activities that are affected. Such a deferment does not relieve the Contractor of his/her duty to identify potential impacts to the schedule in the applicable schedule updates.

All requests for extensions of Contract Time must be supported by the most recent CPM Update. If, within a reasonable period of time, the Contractor fails to make a good faith effort to produce an acceptable CPM update and uses an unacceptable CPM update to support a request for a time extension, the Contractor loses the right to receive that time extension; and/or the right to receive compensation for that delay caused in whole or in part by the Engineer.

**Final As Built Schedule.**

Submit a final CPM Schedule database within 14 Calendar Days of Substantial Completion. Failure to submit a final CPM Schedule may result in the withholding of estimates by the Engineer.

Contract No. T201207101.02

**Method of Measurement:**

The Project Control System will be measured in two items. The item, "Project Control System Development Plan" will be lump sum. The item "CPM Schedule Updates and/or Revised Updates" will be measured one each per update that is submitted and accepted.

**Basis of Payment:**

The item, "763508 – Project Control System Development Plan" will be paid at the Contract's lump sum bid price on the next monthly estimate after completion of the requirements of the Project Control System Development Plan, which includes the approval of the Original CPM Schedule. Price and payment will constitute full compensation for preparing the CPM database, acquiring the necessary software, attending all scheduling meetings with the Department, submitting and resubmitting all documents and for all labor, tools, equipment and incidentals necessary to complete the Work.

The item, "763509 – CPM Schedule Updates and/or Revised Updates" will be paid at the Contract unit price per each approved CPM schedule update as described above. Price and payment will constitute full compensation for preparing, submitting and resubmitting all CPM updates, for attendance at all scheduling meetings with the Department, for preparing and reviewing a list of actual start and actual finish dates with the Engineer, and for all labor, tools, Equipment and incidentals necessary to complete the Work.

2/11/2015

DELAWARE DEPARTMENT OF TRANSPORTATION  
SCHEDULE OF ITEMS

PAGE: 12  
DATE:

CONTRACT ID: T201207101.02 PROJECT(S): EBRN-N159(2)

All figures must be typewritten.

CONTRACTOR : \_\_\_\_\_

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
1080	763503 TRAINEE	1040.000 HOUR	0.80000		832.00	
1090	763508 PROJECT CONTROL SYSTEM DEVELOPMENT PLAN	LUMP	LUMP			
1100	763509 CPM SCHEDULE UPDATES AND/OR REVISED UPDATES	33.000 EAMO				
1110	763522 COAST GUARD SPECIFIC CONDITIONS	LUMP	LUMP			
1120	763620 PROTECTION OF UTILITY BY CONTRACTOR	LUMP	LUMP			
1130	763623 NETTING MIGRATORY BIRD EXCLUSION	LUMP	LUMP			
1140	905001 SILT FENCE	242.000 LF				
1150	905002 REINFORCED SILT FENCE	489.000 LF				
1160	905004 INLET SEDIMENT CONTROL, DRAINAGE INLET	5.000 EACH				
1170	906001 PORTABLE SEDIMENT TANK	3.000 EACH				
1180	906003 SUMP PIT	3.000 EACH				

DELAWARE DEPARTMENT OF TRANSPORTATION  
SCHEDULE OF ITEMS

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CONTRACTOR : \_\_\_\_\_

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
1190	907510 COMPOST FILTER LOG	271.000 LF				
1200	908002 TOPSOIL (CY)	112.000 CY				
1210	908004 TOPSOIL, 6" DEPTH	3964.000 SY				
1220	908014 PERMANENT GRASS SEEDING, DRY GROUND	3903.000 SY				
1230	908017 TEMPORARY GRASS SEEDING	4151.000 SY				
1240	908019 STREAMBANK SEED MIX, SEEDING	194.000 SY				
1250	908020 EROSION CONTROL BLANKET MULCH	313.000 SY				
1260	908023 STABILIZED CONSTRUCTION ENTRANCE	73.000 TON				
1270	909004 TURBIDITY CURTAIN, FLOATING	1024.000 LF				
	SECTION 0001 TOTAL					
	TOTAL BID					