

STATE OF DELAWARE

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You must request a CD from
DeIDOT in order to bid.



DEPARTMENT OF TRANSPORTATION

BID PROPOSAL

for

CONTRACT T201507605.02

RECORDS POND DAM IMPROVEMENTS

SUSSEX COUNTY

ADVERTISEMENT DATE: November 4, 2019

COMPLETION TIME: 763564 - SPECIAL BIDDING PROCEDURES

SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION
DELAWARE DEPARTMENT OF TRANSPORTATION
AUGUST 2016

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 December 3, 2019

**RECORDS POND DAM IMPROVEMENTS
SUSSEX COUNTY**

GENERAL DESCRIPTION

LOCATION

These improvements are located in SUSSEX County more specifically shown on the Location Map(s) of the enclosed Plans.

DESCRIPTION

The improvements consist of furnishing all labor and materials for the rehabilitation of Records Pond Dam Improvements. This project involves removal of selected trees as shown on the plans, rehabilitation of the existing dam, installation of sheetpiles to reinforce the existing dam, installation of riprap, reconstruction of the roadway and two parking lots, installation of guardrail and aluminum railing, and grading on the embankment, and other incidental construction in accordance with the location, notes and details shown on the plans and as directed by the Engineer.

COMPLETION TIME

All work on this contract must be complete in accordance with the date as determined by Special Provision 763564 - SPECIAL BIDDING PROCEDURES. It is the Department's intent to issue a Notice to Proceed such that work starts on or about March 2, 2020.

PROSPECTIVE BIDDERS NOTES:

1. BIDDERS MUST BE REGISTERED with DelDOT and request a cd of the official plans and specifications in order to submit a bid. Contact DelDOT at dot-ask@delaware.gov, or (302) 760-2031. 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 December 3, 2019 unless changed via addendum.
2. QUESTIONS regarding this project are to be e-mailed to dot-ask@delaware.gov no less than six business days prior to the bid opening date in order to receive a response. Please include T201507605.02 in the subject line. Responses to inquiries are posted on-line at <http://www.bids.delaware.gov>.
3. PREQUALIFICATION REQUIREMENT - 29 Del.C. §6962 (c)(12)(a) requires DelDOT to include a performance-based rating system for contractors. The Performance Rating for each Contractor shall be **NEW** used as a prequalification to bid at the time of bid. Refer to Contract '*General Notices*' for details.
4. **THE BID PROPOSAL software used by DelDOT has changed. We now use Bid Express.** This new software is an updated version of the previous software used and operates similarly. The cd you request from DelDOT contains the Bid Express file and its installation file. Bidders are to use the cd provided to enter their bid amounts into the Bid Express file. The Bid Express bid file must be printed and submitted in paper form along with the electronic bid file and other required documents prior to the Bid due date and time. (DelDOT is not utilizing web based electronic bidding for this project).
5. SURETY BOND - Each proposal must be accompanied by a deposit of either surety bond or security for a sum equal to at least 10% of the bid.
6. DRUG TESTING - Regulation 4104; The state Office of Management and Budget has developed regulations that require Contractors and Subcontractors to implement a program of mandatory drug testing for Employees who work on Large Public Works Contracts funded all or in part with public funds pursuant to 29 Del.C. §6908(a)(6). Refer to the full REVISED requirements at the following link: http://regulations.delaware.gov/register/december2017/final/21_DE_Reg_503_12-01-17.htm

Note a few of the Drug Testing requirements;

- * At bid submission - Each bidder must submit with the bid a single signed affidavit certifying that the bidder and its subcontractors has in place or will implement during the entire term of the contract a Mandatory Drug Testing Program that complies with the regulation, *the form is attached*;

* At least two business days prior to contract execution - The awarded Contractor shall provide to DelDOT copies of the Employee Drug Testing Program for the Contractor, and any other listed Subcontractors;

* Subcontractors - Contractors that employ Subcontractors on the job site may do so only after submitting a copy of the Subcontractor's Employee Drug Testing Program along with the standard required subcontractor information. A Subcontractor shall not commence work until **DelDOT** has approved the subcontractor in writing;

* Penalties for non-compliance are specified in the regulation.

7. No RETAINAGE will be withheld on this contract unless through the Prequalification Requirements.
8. EXTERNAL COMPLAINT PROCEDURE can be viewed on DelDOT's Website [here](#), or you may request a copy by calling (302) 760-2555.
9. REMINDER; A copy of your firm's Delaware Business License must be submitted with your bid.
10. SECTION 106.06 BUY AMERICA Contract Requirement in the Delaware Standard Specifications for Road and Bridge Construction, August, 2016 does not apply to this contract.
11. AUGUST 2016 STANDARD SPECIFICATIONS apply to this contract. The Contractor shall make himself aware of any revisions and corrections (Supplemental Specifications, if any) and apply them to the applicable item(s) of this contract. The 2016 Standard Specifications can be [viewed here](#).
- 11a. FLATWORK CONCRETE TECHNICIAN CERTIFICATION TRAINING:
Section 501.03, 503.03, 505.03, 610.03, 701.03 and 702.03 of the 2016 Standard Specifications require contractor's to provide an American Concrete Institute (ACI) or National Ready Mix Concrete Association (NRMCA) certified concrete flatwork technician to supervise all finishing of flatwork concrete. Concrete flatwork certification will be effective starting on June 1, 2018.
12. This contract contains an A+B bidding process and form used for the selection of this project, Special Provision 763564. The form MUST be fully completed and submitted with the bid.

**STATE OF DELAWARE
CONSTRUCTION ITEMS UNITS OF MEASURE**

English Code	English Description	Multiply By	Metric Code	Metric Description	Suggested CEC Metric Code
ACRE	Acre	0.4047	ha	Hectare	HECTARE
BAG	Bag	N/A	Bag	Bag	BAG
C.F.	Cubic Foot	0.02832	m ³	Cubic Meter	M3
C.Y.	Cubic Yard	0.7646	m ³	Cubic Meter	M3
EA-DY	Each Day	N/A	EA-DY	Each Day	EA-DY
EA-MO	Each Month	N/A	EA-MO	Each Month	EA-MO
EA/NT	Each Night	N/A	EA-NT	Each Night	EA/NT
EACH	Each	N/A	EA	Each	EACH
GAL	Gallon	3.785	L	Liter	L
HOUR	Hour	N/A	h	Hour	HOUR
INCH	Inch	25.4	mm	Millimeter	MM
L.F.	Linear Foot	0.3048	m	Linear Meter	L.M.
L.S.	Lump Sum	N/A	L.S.	Lump Sum	L.S.
LA-MI	Lane Mile	1.609	LA-km	Lane-Kilometer	LA-KM
LB	Pound	0.4536	kg	Kilogram	KG
MFBM	Thousand Feet of Board Measure	2.3597	m ³	Cubic Meter	M3
MGAL	Thousand Gallons	3.785	kL	Kiloliter	KL
MILE	Mile	1.609	km	Kilometer	KM
S.F.	Square Foot	0.0929	m ²	Square Meter	M2
S.Y.	Square Yard	0.8361	m ²	Square Meter	M2
SY-IN	Square Yard-Inch	0.8495	m ² -25 mm	Square Meter-25 Millimeter	M2-25 MM
TON	Ton	.9072	t	Metric Ton (1000kg)	TON
N.A.*	Kip	4.448	kN	Kilonewton	N.A.*
N.A.*	Thousand Pounds per Square Inch	6.895	MPa	Megapascal	N.A.*

*Not used for units of measurement for payment.

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GENERAL NOTICES

SPECIFICATIONS:

The specifications entitled "Standard Specifications for Road and Bridge Construction, August, 2016", hereinafter referred to as the Standard Specifications, and Supplemental Specifications, the Special Provisions, notes on the Plans, this Bid Proposal, and any addenda thereto shall govern the work to be performed under this contract. The Specifications and Supplemental Specifications can be [viewed here](#).

CLARIFICATIONS:

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

ATTESTING TO NON-COLLUSION:

The Department requires as a condition precedent to acceptance of bids a sworn statement executed by, or on behalf of, the person, firm, association, or corporation to whom such contract is to be awarded, certifying that such person, firm, association, or corporation has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with such contract. The form for this sworn statement is included in the proposal and must be properly executed in order to have the bid considered.

QUANTITIES:

The quantities shown are for comparison of bids only. The Department may increase or decrease any quantity or quantities without penalty or change in the bid price.

PREQUALIFICATION REQUIREMENT

29 Del.C. §6962 (c)(12)(a) requires a Department of Transportation project, excluding a Community ^{NEW} Transportation Fund or municipal street aid contract, to include a performance-based rating system. At the time of bid, the Performance Rating for each Contractor shall be used as a prequalification to bid.

Bidders with Performance Rating scores equal to or greater than 85% shall be permitted to bid. Bidders with scores of less than 85% who comply with the retainage requirements of 29 Del.C. §6962 shall be permitted to bid provided the *Agreement to Accept Retainage* (located on the Certification Page) is executed and submitted with the bid. Lack of an executed *Agreement to Accept Retainage* will result in the rejection of the bid by the Department. Successful bidders awarded Department contracts who have no performance history within the last five (5) years will be assigned a provisional Performance Rating of 85% at the date of advertisement.

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

PREFERENCE FOR DELAWARE LABOR:

Delaware Code, Title 29, Chapter 69, Section 6962, Paragraph (d), Subsection (4)b:

"In the construction of all public works for the State or any political subdivision thereof, or by firms contracting with the State or any political subdivision thereof, preference in employment of laborers, workmen or mechanics shall be given to bona fide legal citizens of the State who have established citizenship by residence of at least 90 days in the State. Each public works contract for the construction of public works for the State or any political subdivision thereof shall contain a stipulation that any

person, company or corporation who violates this section shall pay a penalty to the Secretary of Finance equal to the amount of compensation paid to any person in violation of this section."

EQUALITY OF EMPLOYMENT OPPORTUNITY ON PUBLIC WORKS:

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

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

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

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

TAX CLEARANCE:

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

LICENSE:

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

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

(b) No agency shall accept a proposal for a public works contract unless such contractor has provided a proper and current copy of its occupational and/or business license, as required by Title 30, to such agency.

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

DIFFERING SITE CONDITIONS,

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

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

Upon written notification, the engineer will investigate the conditions, and if he/she determines that the conditions materially differ and cause an increase or decrease in the cost or time required for the performance of any work under the contract, an adjustment, excluding loss of anticipated profits, will be made and the

contract modified in writing accordingly. The engineer will notify the contractor of his/her determination whether or not an adjustment of the contract is warranted.

No contract adjustment which results in a benefit to the contractor will be allowed unless the contractor has provided the required written notice.

No contract adjustment will be allowed under their clause for any effects caused on unchanged work.

Suspensions of work ordered by the engineer: If the performance of all or any portion of the work is suspended or delayed by the engineer in writing for an unreasonable period of time (not originally anticipated, customary or inherent to the construction industry) and the contractor believes that additional compensation and/or contract time is due as a result of such suspension or delay, the contractor shall submit to the engineer in writing a request for adjustment within 7 calendar days of receipt of the notice to resume work. The request shall set forth the reasons and support for such adjustment.

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

No contract adjustment will be allowed unless the contractor has submitted the request for adjustment within the time prescribed.

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

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

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

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

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

RIGHT TO AUDIT

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

PREVAILING WAGES

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

REQUIREMENT BY DEPARTMENT OF LABOR FOR SWORN PAYROLL INFORMATION

Title 29 Del.C. §6960 stipulates;

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

(c) Every contract based upon these specifications shall contain a stipulation that sworn payroll information, as required by the Department of Labor, be furnished weekly. The Department of Labor shall keep and maintain the sworn payroll information for a period of 6 months from the last day of the work week covered by the payroll.

Bidders are specifically directed to note the Department of Labor's prevailing wage regulations implementing §6960 relating to the effective date of the wage rates, at Section 6.3, which in relevant part states:

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

Contractor may contact:

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

STATE OF DELAWARE
DEPARTMENT OF LABOR
DIVISION OF INDUSTRIAL AFFAIRS
OFFICE OF LABOR LAW ENFORCEMENT
PHONE: (302) 761-8200

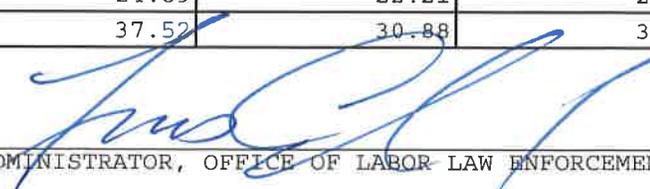
Mailing Address:
4425 North Market Street
3rd Floor
Wilmington, DE 19802

Located at:
4425 North Market Street
3rd Floor
Wilmington, DE 19802

PREVAILING WAGES FOR HIGHWAY CONSTRUCTION EFFECTIVE MARCH 15, 2019

CLASSIFICATION	NEW CASTLE	KENT	SUSSEX
BRICKLAYERS	55.89	55.89	55.89
CARPENTERS	55.95	55.63	44.22
CEMENT FINISHERS	35.48	35.70	28.39
ELECTRICAL LINE WORKERS	29.40	47.49	23.24
ELECTRICIANS	70.49	70.49	70.49
IRON WORKERS	65.24	26.10	27.72
LABORERS	45.30	41.69	40.93
MILLWRIGHTS	17.62	17.10	14.76
PAINTERS	71.29	71.29	71.29
PILEDRIVERS	72.65	25.98	29.47
POWER EQUIPMENT OPERATORS	67.07	43.32	39.68
SHEET METAL WORKERS	24.89	22.21	20.12
TRUCK DRIVERS	37.52	30.88	37.62

CERTIFIED: 10/24/2019

BY: 

ADMINISTRATOR, OFFICE OF LABOR LAW ENFORCEMENT

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

CLASSIFICATIONS OF WORKERS ARE DETERMINED BY THE DEPARTMENT OF LABOR. FOR ASSISTANCE IN CLASSIFYING WORKERS, OR FOR A COPY OF THE REGULATIONS OR CLASSIFICATIONS, PHONE 302-761-8200 .

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

PROJECT: T201507605.02 Records Pond Dam Improvements , Sussex County

SUPPLEMENTAL SPECIFICATIONS TO THE STANDARD SPECIFICATIONS

**EFFECTIVE AS OF THE ADVERTISEMENT
DATE OF THIS PROPOSAL
AND INCLUDED BY REFERENCE**

**The Supplemental Specifications can be viewed and printed from
the Department's Website.**

To access the Website;

- in your internet browser, enter; <https://www.deldot.gov>
- under 'BUSINESS', Click; 'Publications'
- scroll down under 'MANUALS' and Click; "Standard Specifications"
- be sure and choose the correct Standard Specification year; 2001 or 2016
- choose the latest revision prior to the date of this advertisement

The full Website Link is;

https://www.deldot.gov/Publications/manuals/standard_specifications/index.shtml

Copies of the Supplemental Specifications can be printed from the Website.

The Contractor shall make himself aware of these revisions and corrections (Supplemental Specifications), and apply them to the applicable item(s) of this contract.

SPECIAL PROVISIONS

CONSTRUCTION ITEM NUMBERS

All construction pay items are assigned a six (6) digit number, shown as Item Number on the Plans and/or in the Special Provisions, and shall be interpreted in accordance with the following:

Standard Item Number:

The first three digits of the construction item numbers indicates the Section number as described in the Standard Specifications, and all applicable requirements of the Section shall remain effective unless otherwise modified by the Special Provisions. The last three digits of the construction item identifies the item by sequential number under that Section. A comprehensive list of construction item numbers are listed in the Standard Specifications. Additions to this list will be made as required.

Special Provisions Item Number:

The first three digits of the construction items, covered under Special Provisions, indicates the applicable Section number of the Standard Specifications, and shall be governed fully by the requirements of the Special Provisions. The last three digit of the items covered under Special Provisions identifies the item by sequential number.

Examples

Standard Item Number - 202000 Excavation and Embankment

202 Indicates Section Number

000 Indicates Sequential Number

Special Provision Item Number - 202500 Grading and Reshaping Roadway

202 Indicates Section Number

500 Indicates Sequential Number

401502 - ASPHALT CEMENT COST ADJUSTMENT

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

The Delaware Posted Asphalt Cement Price will be issued monthly by the Department and will be the industry posted price for Asphalt Cement, F.O.B. Philadelphia, Pennsylvania. The link for the [posting is here](#).

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

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

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

If the mix was not inspected and no QA/QC pay sheet was generated, then the asphalt percentage will be obtained from the job mix formula for that mix ID.

The asphalt percentage eligible for cost adjustment shall only be the virgin asphalt cement added to the mix.

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

The Asphalt cement cost adjustment will be calculated on grade PG 64-22 asphalt regardless of the actual grade of asphalt used. The Project Asphalt Cement Base Price per ton for the project will be the Delaware Posted Asphalt Cement Price in effect on the date of project advertisement.

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

NOTE:

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

5/05/15

211500 - TREE REMOVAL, 6" TO 15" DIAMETER
211501 - TREE REMOVAL, GREATER THAN 15" TO 25" DIAMETER
211502 - TREE REMOVAL, GREATER THAN 25" TO 37" DIAMETER
211503 - TREE REMOVAL, GREATER THAN 37" TO 49" DIAMETER
211504 - TREE REMOVAL, GREATER THAN 49" DIAMETER

Description:

This work pertains to Contract T201507605 and consists of removing and hauling of trees with a diameter of 6" or greater.

Construction Methods:

The appropriate construction methods of Section 201 shall apply to this work.

Tree removal shall consist of cutting, bucking, and topping trees, the removal of stumps below the surrounding ground line, and the removal of all portions or remnants of the tree and stump from highway right-of-way and abutting properties. Trees shall be completely removed, including stumps and all roots. Refer to Contract Plans for disposition of wood.

All portions or remnants of the tree less than 4" in diameter shall become property of the Contractor. All portions or remnants of the tree shall be removed from the right-of-way and abutting properties at the close of each working day. All stumps, which cannot be removed the same day as cutting, shall be cut flush with the ground prior to the end of work that day. All right-of-way removal sites shall be restored to preconstruction condition, satisfactory to the Engineer, if ground disturbance, such as ruts or sod damage, occurs during removal in areas not to be disturbed by grading operations.

Method of Measurement:

The quantity of trees for removal will be measured as the actual number of trees acceptably removed and hauled. The trunk diameter of the tree will be measured at a point 4' - 6" above the ground, and, in the case of multi-trunk trees, the diameter will be measured at the point immediately below the branching split or juncture regardless of the branching height above the ground. The diameter of the tree will be determined from the circumference of the tree as measured above.

Basis of Payment:

The quantity of trees designated for tree removal and hauling will be paid for at the Contract unit price per each tree by category, as follows:

1. 6" to 15" Diameter
2. Greater than 15" to 25" Diameter
3. Greater than 25" to 37" Diameter
4. Greater than 37" to 49" Diameter
5. Greater than 49" Diameter

Trees with a diameter of less than 6" will be removed under Section 201.

Price and payment will constitute full compensation for removal of designated trees; for restoration of ground disturbance in right-of-way removal sites; for hauling to locations as specified above/in the contract plans; and for all labor, equipment, tools, and incidentals required to complete the work.

5/21/19

302501 - BLENDED AGGREGATE

Description:

This work pertains to Contract T201507605 and includes furnishing all materials, mixing, placement and compaction of Blended Aggregate in accordance with the notes and details on the Plans, this Special Provision, and as directed by the Engineer.

Materials:

Concrete Sand: Meet the requirements of Section 1003 of the Standard Specification and shall be a naturally occurring sand containing rounded and sub-rounded particles. Manufactured sands are prohibited.

Delaware No. 8 Stone: Meet the requirements of Section 1004

Blend the materials specified above to achieve the following gradation:

Sieve (inch)	Size (mm)	Minimum Percent Passing	Maximum Percent Passing
1/2	12.7	100	100
3/8	9.53	88	100
No. 4	4.75	27	44
No. 8	2.38	15	25
No. 16	1.18	9.6	17
No. 50	0.30	1	6
No. 100	0.15	0.4	2

Construction Methods:

Submit to the Engineer for approval detailed proportions and procedures of mixing materials if onsite blending is proposed. Submit material test reports if quarried material is proposed.

Use construction methods conforming to the applicable requirements of Section 302.

Method of Measurement:

The quantity of blended aggregate will be measured as the actual number of tons for aggregate placed and accepted. The weight will be determined according to Section 109.01.

Basis of Payment:

The quantity of blended aggregated is paid for at the Contract Unit Price per ton. Price and payment constitutes full compensation for furnishing, hauling and placing all Materials, and for all labor, Equipment, tools, and incidentals required to complete the Work.

05/21/2019

604500 - COFFERDAMS

Description:

This work pertains to Contract T201507605 and includes performing the following accordance with the notes on the Plans, this Special Provision and as directed by the Engineer:

1. Preparing and submission of a Water Control Plan
2. Incorporating designs, construction, and maintenance of all cofferdams and necessary diversion works.
3. Furnishing, installing and operating all necessary pumps, piping and other facilities and equipment.
4. Removing all temporary works and equipment after they have served their purposes.

The Contractor is responsible for design and construction of the following, but not limited to:

1. Temporary cofferdams installed upstream and downstream of the existing gate structures.
2. Temporary cofferdams installed at upstream entrances of the existing bridge culverts.
3. Temporary cofferdams and diversion walls installed downstream of the existing bridge culverts.
4. Raised sections of the permanent sheetpile used as temporary cofferdams to protect the work, if proposed by the contractor.

Materials:

The type of cofferdam to be constructed shall be selected by the Contractor, however, the design and construction shall be in accordance with the applicable requirements of the Standard Specifications. The Contractor may submit for approval, proprietary diversion device(s) such as PORTADAM or AQUA-BARRIER or approved equal.

Construction Methods:

Submittals

Submit a Control of Water Plan detailing the design and calculations for all contractor-designed cofferdams and bracing at least 14 days before the proposed start of cofferdam construction. The plan shall include a description of methods, schedule and equipment to be used for installation and construction of cofferdams, diversions and other surface water control mechanisms. The plan shall be submitted and approved before starting construction of control of water measures.

For contractor designed systems, the Control of Water Plan shall include items listed below that are applicable to each control of water measure:

1. A narrative that describes the cofferdam and protective systems to protect the work, the existing dam and other site features.
2. Arrangement and details for each cofferdam, supporting design calculations, and construction methods to be used for installation of each system.
3. Elevations of ground surface and sheeting, as applicable.
4. The proposed method(s) of removing temporary cofferdams and protection including sequence and equipment description.
5. Contingency plan for alternative procedures to be implemented if any cofferdam is found to perform unsatisfactorily.
6. Materials required to implement the contingency plan.
7. Appropriate design calculations to support proposed designs provided in the Shop Drawings.
8. The structural elements of the Water Control Plan shall incorporate Designs, Shop Drawings and Material Specifications for:

Shop Drawings with supporting calculations for the Contractor-designed cofferdams and diversions shall incorporate the following design criteria:

1. Design cofferdams to support earth pressures, water pressures and forces associated with stream diversion flows, hydrostatic pressures, utility loads, equipment, traffic, and construction loads, including impact, and other surcharge loads in a manner that will allow the safe and expeditious construction of permanent structures, to minimize ground movement or settlement, and to prevent damage to or movement of adjacent structures and utilities.
2. Design cofferdams and diversions to resist the maximum loads expected to occur during the work. Cofferdams shall be able to resist full hydrostatic loads to the minimum top elevations specified herein. Provide a watertight connection between downstream cofferdam and diversion wall in the culvert outlet to prevent uplift of the existing slab.
3. Control of Water Plan shall include means of sealing interface between cofferdams and existing structures.

The Control of Water Plan shall be prepared, signed and sealed by a Professional Engineer registered in the State of Delaware.

Contractor submittals approved by the Engineer shall not alleviate the Contractor's responsibilities for completing the work as specified.

Available Information

Surface water, groundwater, runoff and other site conditions may be highly variable and difficult to accurately predict.

Analyses and evaluations have been performed to support the project design and are available to the contractor. These analyses and evaluations may or may not provide satisfactory information to the Contractor for developing the Water Control Plan.

It is solely the Contractor's responsibility to evaluate the applicability of the available information and to obtain or develop additional information as a basis for development of the Plan

Protection

Outlet Structure Cofferdam Level of Protection: The minimum required top of cofferdam elevations upstream and downstream of the existing gate structures (EL 10.0) represents the computed peak reservoir stage for an event up to about the 10-year flood (10% chance of occurring in any one year).

Culvert Repair Cofferdam Level of Protection: The minimum required top of cofferdam/diversion wall elevations (EL 5.0) represents the computed approximate water surface profile for an event up to about the 50-year flood (2% chance of occurring in any one year).

Variability of site conditions and runoff events, other measures of water control implemented, and the Contractor's progress all have a significant influence on actual risk levels. The Contractor may elect to construct cofferdams to higher elevations than shown on the Contract Drawings to provide an added level of protection against overtopping.

Protect reservoir, creek and wetlands (to remain) from any and all materials used or disturbed during the water control activities, including soils and sediment, fill, admixtures, oil and grease, loose debris, and chemicals.

The Contractor shall be solely responsible for any and all damage to the Work caused by floods, storms, cofferdam failure, dewatering device failure and/or floating debris and shall take every precaution to prevent any damage to the Work which may be caused by rain, floods, storms, and/or floating debris.

The Contractor shall be responsible to repair to the satisfaction of the Engineer any damages caused to the Work or adjacent property resulting from the Contractor's failure to provide adequate control of water.

In the event of flooding and subsequent possibility of cofferdam or diversion structure overtopping or dewatering device failure, the Contractor shall implement measures to minimize damage to construction work.

Should overtopping occur, the Contractor shall dewater and clean out the affected areas and undertake all repairs to the construction work. This work shall be completed expeditiously after the high-water event has passed.

Temporary cofferdams and diversion works shown on the Contract Drawings are minimums. Additional measures in other areas may be needed.

Installation

The Contractor shall build, maintain, and operate cofferdams, channels, flumes, sumps, connections with existing works and other diversion and protective works needed to divert concentrated flow and other surface water through the construction site while construction is in progress.

The Contractor shall furnish, install and operate all necessary pumps, piping and other facilities and equipment needed to divert concentrated flow and other surface water through the construction site while construction is in progress.

Removal

After the cofferdam and diversion works have served their purpose, the Contractor shall remove, level, or grade such works to prevent any obstruction of the flow of water or any other interference with the operation of or access to the permanent works. Final elevations of trimmed features are shown on the Contract Drawings.

Removal includes stockpiling, spoiling, re-use or disposal of materials used in the Control of Water program. Under no conditions shall the Contractor be allowed to dispose of any such materials in the reservoir, the creek, or the adjacent wetlands.

Disposal of materials shall be the responsibility of the Contractor.

Basis of Payment:

The quantity of cofferdams will be paid for at the Contract lump sum. Price and payment will constitute full compensation for furnishing and placing all materials, for design, submission of signed and sealed drawings, installation and removal of materials for cofferdam or any other device(s) used, bailing, pumping and draining (dewatering) cofferdams, for all labor, equipment, tools and incidentals required to complete the work.

09/20/2019

615508 - STAINLESS STEEL SLIDE GATE

Description:

This work pertains to Contract T201507605 and includes design, materials, fabrication, testing, furnishing and installation of vertically-mounted slide and weir gates, wall thimbles, fittings operators and appurtenances designed for seating or unseating head in ordinary water supply or wastewater service.

Materials:

Material References:

1. ASTM A126 - Standard Specification for Gray Iron Castings for Valves, Flanges, and Pipe Fittings
2. ASTM A240 - Standard Specification for Chromium and Chromium-Nickel Stainless Steel Plate, Sheet, and Strip for Pressure Vessels and for General Applications
3. ASTM A276 - Standard Specification for Stainless Steel Bars and Shapes
4. ASTM B584 - Standard Specification for Copper Alloy Sand Castings for General Applications
5. ASTM D707 - Standard Specification for Cellulose Acetate Butyrate Molding and Extrusion Compounds
6. ASTM D2000 - Standard Classification System for Rubber Products in Automotive Applications
7. ASTM D3935 - Standard Specification for Polycarbonate (PC) Unfilled and Reinforced Material

Manufacturer shall be Whipps Inc. (370 South Athol Road, Athol, MA 01331, Tel: 978-249-7924) or approved equal. Manufacturers shall have a minimum of 5 years of experience in the design and manufacture of equipment of this type. Gates shall be designed and sealed by a Professional Engineer registered in the State of Delaware.

Slide Gate Requirements:

Quantity Required	1
Slide Gate Model	Whipps, Inc. Series 921
Frame Type	Embedded Wall Mounted
Frame Material	Stainless Steel
Stem Type	Single Stem
Stem Configuration	Rising Stem
Closure	Flush Bottom
Top of Structure Elevation (ft)	10.0 = top of platform
Invert Elevation (ft)	0.4
Fixed Plate Elevation	As shown on Drawings
Opening Width (inches)	63 5/8
Opening Height (inches)	88 1/8
Design Seating Head (ft)	N/A

Design Unseating Head (ft)	9.6 (Top of Dam - Invert Elevation)
Normal Position of Gate	Closed
Type of Actuator	Geared Lift Mechanism w/ DNREC standard operating nut
Accessories	Stainless Steel Slotted Rising Stem Cover and Indicator
Finish	Mill finish with sandblasted, scaled/pickled and passivated welds

Weir Gate Requirements:

Quantity Required	1
Slide Gate Model	Whipps, Inc., Series 921D
Frame Type	Embedded Wall Mounted
Frame Material	Stainless Steel
Stem Type	Single Stem
Stem Configuration	Rising Stem
Closure	Flush Bottom
Top of Structure Elevation (ft)	10.0 = top of platform
Crest Elevation (ft)	7.35
Invert Elevation (ft)	4.10
Fixed Plate	As shown on drawings
Opening Width (inches)	63 5/8
Design Seating Head (ft)	5.9 (Top of Dam - Invert Elevation)
Design Unseating Head (ft)	N/A
Normal Position of Gate	Closed
Type of Actuator	Geared Lift Mechanism w/ DNREC standard operating nut
Accessories	Stainless Steel Slotted Rising Stem Cover and Indicator
Finish	Mill finish with sandblasted, scaled/pickled and passivated welds

All components of the gate shall be designed to withstand the maximum head indicated in the gate schedule in the seating and unseating directions and the maximum output of the hoist. The design stresses shall not exceed the lesser of 40% of the yield strength or 25% of the ultimate strength of the materials for

maximum load conditions. The minimum thickness of the slide plate, its reinforcing members, and all structural components of the guide, frame, and thimble shall be ¼".

Components:

1. Frame: Constructed of structural members formed with stainless steel plate conforming to ASTM A240, Type 304 stainless steel, and welded to form a rigid one-piece frame. The frame shall extend to accommodate the entire height of the slide when the slide is in the fully opened position. Provide a yoke across the top of the frame resulting in a one-piece rigid assembly. Yoke shall be formed by structural members and be designed to allow removal of the slide. The invert shall be a stainless steel angle welded to the bottom of the guides to the seating surface for the flush bottom seals attached to the disc.
2. Slide: A flat plate reinforced with structural or formed members conforming to ASTM A240, Type 304 stainless steel, to limit its deflection under design loads to the lesser of 1/360 of the gate span or 1/16".
3. Seals: Resilient neoprene conforming to ASTM D2000, Grade AA625 and Ultra-High Molecular Weight (UHMW) Polyethylene meeting the requirements of ASTM D4020. Seat and seals shall be included to meet the leakage requirements specified herein and to prevent metal to metal contact between slide and frame. Seals shall be affixed with stainless steel hardware to accommodate high velocities and cycling of the gate.
4. Stems: ASTM A276 Type 304 stainless steel. Stem threads shall be Acme Type. Stems shall be designed to transmit in compression a minimum of two times the rated output of the hoist at 40 pounds effort on the crank or handwheel. The L/r ratio of the unsupported stem shall not exceed 200. Stem guides, where required to limit the unsupported stem length, shall be UHMW Polyethylene or bronze brushed.
5. Stem Covers: Rising stem gates shall be provided with clear polycarbonate stem covers conforming to ASTM D3935 and D707, to provide visual inspection of the stem threads and to protect the stem from contamination. Vent holes shall be provided to prevent condensation.
6. Actuator: The bench stand or floor stand hoist shall be sized to permit operation of the gate under the full operating head with a maximum effort of 40 pounds on the crank or hand wheel. The hoist nut shall be manganese bronze conforming to ASTM B584 C86500. The hoist nut shall be supported on roller bearings. Lubrication fittings shall be provided for lubrication of hoist bearings without disassembly of the hoist. Suitable seals shall be provided to prevent entry of foreign matter. The direction of hand wheel or crank direction shall be clearly and permanently marked on the hoist.
7. Fasteners: All necessary attaching bolts, studs, and anchor shall conform to ASTM A276 Type 304 stainless steel unless otherwise indicated.
8. Wall Thimbles: ASTM A276 Type 304 stainless steel. The wall thimble depth shall be equal to the thickness of the concrete wall. The wall thimble shall provide a rigid mounting designed to prevent warping of the gate frame during installation. The cross-section of the thimble shall have the shape of the letter "F" or "E" as shown on the Drawings, and suitable end for attaching to the connecting pipe. The front or mounting flange shall be machined and shall be drilled and tapped to the same template used for its particular gate frame. A ring shall be cast on the periphery of the wall thimble to form a water stop and anchor ring in the concrete. The gate shall be attached to the wall thimble with bolts or studs. To permit entrapped air to escape as the thimble is being encased in concrete, holes shall be cast or drilled in each entrapment zone formed by the reinforcing ribs or the flange and water stops. The holes shall be 1½ inches in diameter and no more than 2 ft apart. A suitable gasket shall be provided and installed to seal between the gate frame and wall thimble.
9. Fasteners: All necessary attaching bolts, studs, and anchor shall be a minimum of ½" in diameter and conform to ASTM A276 Type 304 stainless steel, unless otherwise indicated.

10. Blockout Grout: non-shrink grout.
11. Lock Box: Stainless steel with lockable door on crank side.

Slide and weir gates and accessories shall be complete when shipped. The manufacturer shall use all due and customary care in preparing items for shipment to avoid damage in handling or in transit. Particular care shall be taken to see that the parts are completely closed and locked in position before shipment. Parts that are to be embedded in concrete may be shipped separately if requested by the Contractor. Gates 24 inches and larger shall be securely bolted or otherwise fastened to skids in such a manner that they may be safely handled.

Submittals:

1. The Contractor shall submit to the Engineer for approval detailed shop drawings and data required to handle, assemble, and install the gate and accessories including all operating components and boxout requirements. Shop drawings and data shall demonstrate compliance with the provisions of the plans and specifications. Shop Drawings shall also detail the attachment of the gate frame to outlet structure.
2. The Contractor shall submit to the Engineer for review the manufacturer's installation, operation, and maintenance procedures.
3. The Contractor shall submit to the Engineer an affidavit from the manufacturer of compliance with all applicable provisions of these Specifications.
4. The Contractor shall submit to the Engineer a copy of the Manufacturer's equipment warranty.

Construction Methods:

Verify existing conditions before starting work.

Coordinate block outs in proposed concrete with outlet structure construction.

Coordinate location and rotation to gate operator to avoid conflict with aluminum railing.

Installation of all components shall be in accordance with the installation procedures supplied by the manufacturer. It shall be the Contractor's responsibility to handle, store, and install the fabricated thimble, frame, gate, and accessories in accordance with the manufacturer's drawings and recommendations.

Care shall be taken to avoid warping the gate frame and to maintain tolerances between seating faces. All gates, thimbles, stems, and operators shall be plumbed, shimmed, and accurately aligned.

Tapped holes in thimbles shall be plugged for protection during concrete placing and setting.

During construction, the surfaces of the thimble and gate shall be covered or otherwise protected from concrete spillage, paint, oil and debris. Any damage that occurs to the thimble or gate in storage or handling shall be corrected prior to installation of the gate or operation and testing of the gate.

Thimbles shall be accurately positioned and supported to prevent shifting during the pouring of the surrounding concrete. Thimbles shall be carefully braced both horizontally and vertically to prevent distortion. Concrete shall be carefully placed to provide a good bond to the thimble without voids. Grout shall be forced into the air vent holes. After the entire assembly of gates has been installed, adjusted, and properly lubricated, each slide shall be operated for one complete cycle, open-close-open or close-open-close.

A field leakage test shall be performed by the Contractor after installation of the Gate. The manufacturer shall be notified of the test in sufficient time to enable him to have a representative present at the test. After all adjustments have been made and the mechanisms properly lubricated, each gate shall be run through one complete cycle as a final check on proper operation before starting the leakage test. Seating and unseating head shall be measured from the top surface of the water to the center of the gate. The gate leakage, when subjected to specified heads, shall not exceed shall not exceed 0.05 gallons per minute per foot of perimeter.

Method of Measurement:

The quantity of gates will be measured by the actual number of gate units installed and accepted.

Basis of Payment:

The quantity of gate will be paid for at the Contract unit price per each gate. Price and payment shall constitute full compensation for all labor, material, tools, workmanship, installation, painting, testing, delivery and all other items of work necessary to complete the required installation.

09/20/2019

701505 - PORTLAND CEMENT CONCRETE PARKING BUMPER

Description:

This work consists of furnishing and installing portland cement concrete bumpers in accordance with the details and notes shown on Plans. The locations of installing the parking bumpers shall be in accordance with Plans or will be determined in the field by the Engineer.

Materials and Construction Methods:

Portland cement concrete shall be Class B, and shall conform to the requirements of Section 1022, and bar reinforcement shall conform to Section 611 of the Standard Specifications.

Unless specified otherwise on the Plans, each parking bumper shall be anchored with two (2) 18 inch number 13 rebars driven flush with the top of the bumper. Any surface preparation necessary to provide a stable installation of the bumpers will be considered incidental to this item.

Method of Measurement:

The quantity of P.C.C. parking bumpers will be measured as the actual number of bumpers installed and accepted.

Basis of Payment:

The quantity of P.C.C. parking bumpers will be paid for at the Contract unit price per each. Price and payment will constitute full compensation for furnishing all materials including, but not limited to, concrete, bar reinforcement, anchor pins, installing the bumper as directed, for all labor, equipment, tools and incidentals to complete the item.

8/29/2018

701506 - REMOVE AND RESET P.C.C. PARKING BUMPERS

Description:

This work consists of removing and resetting existing portland cement concrete bumpers in accordance with the details and notes shown on Plans. The new locations for resetting the parking bumpers shall be in accordance with Plans or will be determined in the field by the Engineer.

Materials and Construction Methods:

The Contractor shall remove and reset the parking bumpers exercising precaution to avoid damage. If, in the opinion of the Engineer, the parking bumpers are damaged by the Contractor's negligence, the damaged bumpers shall be replaced at the Contractor's expense.

Unless specified otherwise on the Plans, each parking bumper shall be anchored with two (2) 450 mm number 13 rebars driven flush with the top of the bumper. Reuse of existing anchor pins will be permitted if in the opinion of the Engineer their use will provide satisfactory anchorage.

Any surface preparation necessary to provide a stable installation of the bumpers will be considered incidental to this item.

Method of Measurement:

The quantity of P.C.C. parking bumpers removed and reset will be measured as the actual number of bumpers removed, reset and accepted.

Basis of Payment:

The quantity of P.C.C. parking bumpers removed and reset will be paid for at the Contract unit cost per each. Price and payment will constitute full compensation for removing and resetting the parking bumpers, anchor pins, and for all labor, equipment, tools and incidentals necessary to complete the work.

4/26/2019

707500 - CHANNEL BED FILL

Description:

Furnish and place Channel Bed Fill to the limits specified in the construction plan set.

Materials:

Provide aggregate material meeting the following requirements:

Provide natural, rounded, unwashed and uncrushed aggregate material meeting the gradation of Table 1 when tested in accordance with AASHTO T-11 and T-27.

- a. Aggregate material meeting this requirement may be located within the excavation area of the project. The Contractor may salvage this material at his/her discretion by separating and stockpiling the material meeting the requirements of Table 1 and Notes 1&2.
- b. Angular quarried aggregate is unacceptable.
- c. The cost of salvaging and stockpiling existing material and removing excess stockpiled material is incidental to 707500 - Channel Bed Fill.

Table 1

Percent Passing	Light ³	Medium ⁴	Heavy
5-inch	100	90-100 ¹	Gradation to be noted on Plan sheets
1-inch	70-100 ¹	0-20 ²	
3/4-inch	30-95		
3/8-inch	0-10 ²		

Notes:

¹ Salvaged materials may contain material exceeding this size and be acceptable.

² Salvaged materials may contain up to 20% passing the 3/8-inch sieve but not to exceed 10% passing the #200 sieve when tested in accordance with T-11.

³ Unless noted otherwise on plan sheets, Light gradation shall be used in locations in Sussex County

⁴ Unless noted otherwise on plan sheets, Medium gradation shall be used in locations in Kent and New Castle Counties.

Method of Measurement:

Quantity of Channel Bed Fill will be measured by cubic yards of material acceptably placed.

Basis of Payment:

The quantity of Channel Bed Fill will be paid for at the Contract unit price per cubic yard. Price and Payment will constitute full compensation for all labor, equipment, and other incidentals required to salvage, stockpile, maintain, furnish, haul, place, and remove and dispose of all material necessary to complete the work. Excavation of existing streambed material will be paid under its respective item.

11/9/16

720502 – LONG SPAN GUARDRAIL

Description:

This work consists of furnishing and constructing long-span guardrail in accordance with the notes and details on the Plans and as directed by the Engineer. This item is for Contract T201507605.

Materials:

Steel Posts, Steel Shapes: Conform with Section 1070 of the Standard Specifications. Galvanize all steel components in accordance with Section 1039.10 of the Standard Specifications.

Steel I-Beam: Conform to Section 1039 of the Standard Specifications. Galvanize in accordance with Section 1039 of the Standard Specifications.

Galvanized W-Beam Guardrail: Conform with Section 1070 of the Standard Specifications. Galvanize all w-beams in accordance with Section 1039 of the Standard Specifications.

Guardrail Hardware: Conform with Section 1070 of the Standard Specifications. All fastener hardware (bolts, nuts, washers and plate washers) shall comply with Section 1070. Bolts on the rail traffic face shall be dome head. Bolts shall extend a maximum of ½-inch beyond the nut and shall be burred.

Guardrail Reflectors: Conform with Section 1070 of the Standard Specifications.

Offset Blocks: Offset blocks shall conform with Section 1070 of the Standard Specifications.

Grout Fill: Grout fill must be low-strength grout, a two-part polyethylene foam or other material that has a 28-day compressive strength of 120 psi or less. Submit material test data of fly ash representative of the source to the Engineer a minimum of 30 days prior to use. Include test data characteristics of the ash leachate as determined by the Toxicity Characteristics Leaching Procedure (TCLP) in accordance with EPA SW-846, with response to leachate metals.

Construction Methods:

Use construction methods in accordance with the applicable requirements of Section 615 and Section 720 of the Standard Specifications and notes on the Plans.

Space reflectors to conform with Section 3F of the current version of the Delaware Manual on Uniform Traffic Control Devices (DE MUTCD).

Method of Measurement:

Long-span guardrail will be measured as each unit furnished, installed, complete in place and accepted. Long-span guardrail will be measured from the center of end post to the center of end post.

Basis of Payments:

The quantity of long-span guardrail will be paid for at the Contract unit price per each unit. Price and payment will constitute full compensation for furnishing and installing all materials as described herein and on the Plans including steel posts, steel beams, w-beam guardrail, hardware, reflectors, offset blocks, grout fill, excavating, backfilling, compacting and disposing of surplus materials, for patching around posts, and for all labor, equipment, tools and incidentals required to complete the work.

720556 – BOLLARD

Description:

This work consists of furnishing and installing a timber bollard in accordance with the notes and details on the Plans and as directed by the Engineer.

Materials:

Timber: All timber components shall conform with Section 1041. In addition, all timber shall conform to the following:

- a) Variations in the size of any dimension shall not be more than $\pm \frac{1}{2}$ -inch.
- b) To the extent possible, all wood shall be cut and completely fabricated prior to pressure treatment with preservatives. When field fabrication of wood is required if wood is damaged, all cuts, bore holes, and damage shall be immediately treated with wood preservative in accordance with AASHTO M133.
- c) Kiln or air dried to a maximum moisture content of 25% after treatment (KDAT - 25)

Portland Cement Concrete: Concrete shall conform to the requirements of Section 1022, Class B of the Standard Specifications.

Delaware No. 57 Stone: All Delaware No. 57 Stone shall conform with Section 1004 of the Standard Specifications.

Construction Methods:

Construction and installation of the bollards shall be in accordance with the Section 727.03.3 of the Standard Specifications and notes and details on the Plans.

Method of Measurement:

The quantity of bollards will be measured as the actual number of bollards installed and accepted.

Basis of Payments:

The quantity of bollards will be paid for at the Contract unit price per each. Price and payment will constitute full compensation for furnishing and installing all materials including timber as described herein, Portland cement concrete, Delaware No. 57 stone, for all excavation and backfill, disposing of surplus material, for all labor, tools, equipment, and necessary incidentals to complete the work.

5/21/2019

763501 - CONSTRUCTION ENGINEERING

Description:

This work consists of construction lay out including; stakes, lines and grades as specified below. Subsection 105.10 Construction Stakes, Lines and Grades of the Standard Specifications is voided.

Based on contract plans and information provided by the Engineer, the Contractor shall stake out right-of-way and easements lines, limits of construction and wetlands, slopes, profile grades, drainage system, centerline or offset lines, benchmarks, structure working points and any additional points to complete the project.

The Engineer will only establish the following:

- (a) Original and final cross-sections for borrow pits.
- (b) Final cross-sections: Top and bottom pay limit elevations for all excavation bid items that are not field measured by Construction inspection personnel. The Contractor shall notify the Engineer when these pay limit elevations are ready and allow for a minimum of two calendar days for the Engineer to obtain the information.
- (c) Line and grade for extra work added on to the project plans.

Equipment. The Contractor shall use adequate equipment/instruments in a good working order. He/she shall provide written certification that the equipment/instrument has been calibrated and is within manufacturer's tolerance. The certification shall be dated a maximum of 9 months before the start of construction. The Contractor shall renew the certification a minimum of every 9 months. The equipment/instrument shall have a minimum measuring accuracy of [3mm+2ppmxD] and an angle accuracy of up to 2.0 arc seconds or 0.6 milligons. If the Contractor chooses to use GPS technology in construction stakeout, the Contractor shall provide the Engineer with a GPS rover and Automatic Level for the duration of the contract. The GPS rover shall be in good working condition and of similar make and model used by the Contractor. The Contractor shall provide up to 8 hours of formal training on the Contractor's GPS system to a maximum of four Engineer's appointees (DELDOT Construction Inspectors). At the end of the contract, the Engineer will return the GPS rover to the Contractor. If any of the equipment/instruments are found to be out of adjustment or inadequate to perform its function, such instrument or equipment shall be immediately replaced by the Contractor to the satisfaction of the Engineer. Choosing to use GPS technology does not give the contractor authority to use machine control.- Construction Engineering (GPS) Machine Control Grading shall only be used if noted in the General Notes in the plan set outlining the available files that will be provided to the Contractor and "the Release for delivery of documents in electronic form to a contractor" are signed by all parties prior to delivery of any electronic files. Only files designated in the General Notes shall be provided to the contractor. If machine control grading is allowed on the project see the "machine control" section of this specification. GPS technology and machine control technology shall not be used in the construction of bridges.

Engineering/Survey Staff. The Contractor shall provide and have available for the project an adequate engineering staff that is competent and experienced to set lines and grades needed to construct the project. The engineering personnel required to perform the work outlined herein shall have experience and ability compatible with the magnitude and scope of the project. Additionally, the Contractor shall employ an engineer or surveyor licensed in the State of Delaware to be responsible for the quality and accuracy of the work done by the engineering staff. When individuals or firms other than the Contractor perform any professional services under this item, that work shall not be subject to the sub contracting requirements of Subsection 108.01 of the Standard Specifications. The Contractor shall assume full responsibility for any errors and/or omissions in the work of the engineering staff described herein. If construction errors are caused due to erroneous work done under Construction Engineering the Contractor accepts full responsibility, no

matter when the error is discovered. Consideration will not be given for any extension of contract time or additional compensation due to delays, corrective work, or additional work that may result from faulty and erroneous construction stakeout, surveying, and engineering required by this specification.

Construction Methods:

Performance Requirements:

- (a) Construction Engineering shall include establishing the survey points and survey centerlines; finding, referencing, offsetting the project control points; running a horizontal and vertical circuit to verify the precision of given control points. Establishing plan coordinates and elevation marks for culverts, slopes, subbase, subsurface drains, paving, subgrade, retaining walls, and any other stakes required for control lines and grades; and setting vertical control elevations, such as footings, caps, bridge seats and deck screed. The Contractor shall be responsible for the preservation of the Department's project control points and benchmarks. The Contractor shall establish and preserve any temporary control points (traverse points or benchmarks) needed for construction. Any project control points (traverse points) or benchmarks conflicting with construction of the project shall be relocated by the Contractor. The Contractor as directed by the Engineer must replace any or all stakes that are destroyed at any time during the life of the contract. The Contractor shall re-establish centerline points and stationing prior to final cross-sections by the Engineer. The Vertical Control error of closure shall not exceed 0.035 ft times. The Horizontal Control precision ratio shall have a minimum precision of 1:20,000 feet of distance traversed prior to adjustment.
- (b) The Contractor shall perform construction centerline layout of all roadways, ramps and connections, etc. from project control points set by the Engineer. The Contractor using the profiles and typical sections provided in the plans shall calculate proposed grades at the edge of pavement or verify information shown on Grades and Geometric sheets.
- (c) The Contractor shall advise the Engineer of any horizontal or vertical alignment revisions needed to establish smooth transitions to existing facilities. The Contractor must immediately bring to the attention of the Engineer any potential drainage problem within the project limits. The Engineer must approve any proposed variation in profile, width or cross slope.
- (d) The Contractor shall establish the working points, centerlines of bearings on bridge abutments and on piers, mark the location of anchor bolts to be installed, check the elevation of bearing surfaces before and after they are ground and set anchor bolts at their exact elevation and alignment as per Contract Plans. Before completion of the fabrication of beams for bridge superstructures, the Contractor shall verify by accurate field measurements the locations both vertically and horizontally of all bearings and shall assume full responsibility for fabricated beams fitting and bearing as constructed. After beam erection and concurrently with the Department project surveyors or their designated representative, the Contractor shall survey top of beam elevations at a maximum of 10-ft stations and compute screed grades. These shall be submitted to the Engineer for review and approval before the stay in place forms are set. Construction stakes and other reference control marks shall be set at sufficiently frequent intervals to assure that all components of the structure are constructed in accordance with the lines and grades shown on the plans.
The Contractor will be responsible for all structure alignment control, grade control and all necessary calculations to establish and set these controls.
- (e) The Contractor, using contract plans, shall investigate proposed construction for possible conflicts with existing and proposed utilities. The Contractor shall then report such conflicts to the Engineer for resolution. All stakes for utility relocations, which will be performed by others, after the Notice to Proceed has been given to the Contractor, shall be paid for under item 763597 - Utility Construction Engineering.

- (f) The Contractor shall be responsible for the staking of all sidewalk and curb ramp grades in accordance with the plans and the Departments Standard Construction Details. The Contractor shall review the stakeout with the Engineer prior to construction. The Engineer must approve any deviation from plans, Department Standard Construction Details and Specifications in writing. The Contractor shall be responsible for any corrective actions resulting from problems created by adjustments if they fail to obtain such approval.
- (g) If wetland areas are involved and specifically defined on the Plans the following shall apply:
- i. It is the intent of these provisions to alert the Contractor, that he/she shall not damage or destroy wetland areas, which exist beyond the construction limits. These provisions will be strictly enforced and the Contractor shall advise his/her personnel and those of any Subcontractor of the importance of these provisions.
 - ii. All clearing operations and delineation of wetlands areas shall be performed in accordance with these Special Provisions. Before any clearing operation commences the Contractor shall demarcate wetlands at the Limits of Construction throughout the entire project as shown on the Plans labeled as Limits of Construction or Wetland Delineation to the satisfaction of the Engineer.
 - iii. The material to be used for flagging the limits of construction shall be orange vinyl material with the wording "Wetland Boundary" printed thereon. In wooded areas, the flagging shall be tied on the trees, at approximate 20-foot intervals through wetland areas. In open field and yard areas that have been identified as wetlands, 6 foot posts shall be driven into the ground at approximate 50-foot intervals and tied with the flagging. The flagging shall extend approximately 12 inches in length beyond the post. Posts shall be oak with cross sectional dimensions of 1 ½ inches to 2 inches by 1 ½ inches to 2 inches or ¼ inch rebar.
 - iv. If the flagging has been destroyed and the Engineer determines that its use is still required, the Contractor shall reflag the area at no cost to the Department. If the Contractor, after notification by the Engineer that replacement flagging is needed, does not replace the destroyed flagging within 48 hours, the Engineer may proceed to have the area reflagged. The cost of the reflagging by the Engineer will be charged to the Contractor and deducted from any monies due under the Contract.
 - v. At the completion of construction, the Contractor shall remove all posts and flagging.
 - vi. The Contractor shall be responsible for any damages to wetlands located beyond the construction limits, which occurs from his/her operations during the life of the Contract. The Contractor shall restore all temporarily disturbed wetland areas to their preconstruction conditions. This includes restoring bank elevations, streambed and wetland surface contours and wetlands vegetation disturbed or destroyed. The expense for this restoration shall be borne solely by the Contractor.
- (h) Whenever the Engineer will be recording data for establishment of pay limits, the Contractor will be invited to obtain the data jointly with the Engineer's Survey Crew(s) in order to agree with the information. If the Contractor's representative is not able to obtain the same data, then the information obtained by the Engineer shall be considered the information to be used in computing the quantities in question.

Submittals. All computations necessary to establish the exact position of all work from the control points shall be made and preserved by the Contractor. All computations, survey notes, electronic files, and other records necessary to accomplish the work shall be made available to the Department in a neat and organized manner at any time as directed by the Engineer. The Engineer may check all or any portion of the stakeout survey work or notes made by the Contractor and any necessary correction to the work shall be made as soon as possible. The Contractor shall furnish the Engineer with such assistance as may be required for checking all lines, grades, and measurements established by the Contractor and necessary for the execution of the work. Such checking by the Engineer shall not relieve the Contractor of his/her responsibility for the accuracy or

completeness of the work. Copies of all notes must be furnished to the engineer at the completion of the project.

The Contractor shall submit any of the following at the Engineer's request:

- (a) Proposed method of recording information in field books to ensure clarity and adequacy.
- (b) A printout of horizontal control verification, as well as coordinates, differences and error of closure for all reestablished or temporary Control Points.
- (c) A printout of vertical control verification, with benchmark location elevation and differences from plan elevation.
- (d) Sketch of location of newly referenced horizontal control, with text printout of coordinates, method of reference and field notes associated with referencing control - traverse closure report.
- (e) Description of newly established benchmarks with location, elevation and closed loop survey field notes - bench closure report
- (f) All updated electronic and manuscript survey records.
- (g) Stakeout plan for each structure and culvert.
- (h) Computations for buildups over beams, screed grades and overhang form elevations.
- (i) A report showing differences between supplied baseline coordinates and field obtained coordinates, including a list of preliminary input data.
- (j) Any proposed plan alteration to rectify a construction stakeout error, including design calculations, narrative and sealed drawings.
- (k) Baseline for each borrows pit location.
- (l) Detailed sketch of proposed overhead ground mounted signs or signals showing obstructions that may interfere with their installation.
- (m) Copies of cut sheets.

Machine Control Grading

This Section of the specification shall only be used if machine control is authorized for use on the project.

Description:

This specification contains the requirements for grading operations utilizing Global Positioning Systems (GPS).

Use of this procedure and equipment is intended for grading the subgrade surface; it is not intended for the use in constructing final surface grades.

The Contractor may use any manufacturer's GPS machine control equipment and system that results in achieving the grading requirements outlined in section 202 of the standard specifications. The Contractor shall convert the electronic data provided by the Department into the format required by their system. The Department will only provide the information outlined in this document and no additional electronic data will be provided.

The Contractor shall perform at least one 500 foot test section with the selected GPS system to demonstrate that the Contractor has the capabilities, knowledge, equipment, and experience to properly operate the system and meet acceptable tolerances. The engineer will evaluate and make the determination as to whether additional 500 foot test sections are required. If the Contractor fails to demonstrate this ability to the satisfaction of the Department, the Contractor shall construct the project using conventional surveying and staking methods.

Materials:

All equipment required to perform GPS machine control grading, including equipment needed by DeIDOT to verify the work, shall be provided by the Contractor and shall be able to generate end results that are in accordance with the requirements of Division 200 - EARTHWORK of the Standard Specifications.

Construction:

A. DeIDOT Responsibilities:

1. The Department will set initial vertical and horizontal control points in the field for the project as indicated in the contract documents, (plans set). If the Contractor needs to establish new control points they shall be traversed from existing control points and verified to be accurate by conventional surveying techniques.
2. The Department will provide the project specific localized coordinate system.
3. The Department will provide data in an electronic format to the Contractor as indicated in the General Notes.
 - a. The information provided shall not be considered a representation of actual conditions to be encountered during construction. Furnishing this information does not relieve the Contractor from the responsibility of making an investigation of conditions to be encountered including, but not limited to site visits, and basing the bid on information obtained from these investigations, and the professional interpretations and judgments of the Contractor. The Contractor shall assume the risk of error if the information is used for any purpose for which the information is not intended.
 - b. Any assumption the Contractor makes from this electronic information shall be at their risk. If the Contractor chooses to develop their own digital terrain model the Contractor shall be fully responsible for all cost, liability, accuracy and delays.
 - c. The Department will develop and provide electronic data to the Contractor for their use as part of the contract documents in a format as indicated in the General Notes. The Contractor shall independently ensure that the electronic data will function in their machine control grading system.
4. The Files that are provided were originally created with the computer software applications MicroStation (CADD software) and INROADS (civil engineering software). The data files will be provided in the native formats and other software formats described below. The contractor shall perform necessary conversion of the files for their selected grade control equipment. The Department will furnish the Contractor with the following electronic files:
 - a. CAD files
 - i. Inroads -Existing digital terrain model (.DTM)
 - ii. Inroads -Proposed digital terrain model (.DTM)
 - iii. Microstation -Proposed surface elements - triangles
 - b. Alignment Data Files:
 - i. ASCII Format

5. The Engineer shall perform spot checks of the Contractor's machine control grading results, surveying calculations, records, field procedures, and actual staking. If the Engineer determines that the work is not being performed in a manner that will assure accurate results, the Engineer may order the Contractor to redo such work to the requirements of the contract documents, and in addition, may require the Contractor to use conventional surveying and staking, both at no additional cost to the Department.

B. Contractor's Responsibilities

1. The Contractor shall provide the Engineer with a GPS rover and Automatic Level, for use during the duration of the contract. At the end of the contract, the GPS rover and Automatic Level will be returned to the Contractor. The Contractor shall provide a total of 8 hours of formal training on the Contractor's GPS machine control system to the Engineer and up to three additional Department appointees per rover.
2. The Contractor shall review and apply the data provided by the Department to perform GPS machine control grading.
3. The Contractor shall bear all costs, including but not limited to the cost of actual reconstruction of work, that may be incurred due to application of GPS machine control grading techniques. Grade elevation errors and associated corrections including quantity adjustments resulting from the contractor's use of GPS machine control shall be at no cost to the Department.
4. The Contractor shall convert the electronic data provided by the Department into a format compatible with their system.
5. The Contractor's manipulation of the electronic data provided by the Department shall be performed at their own risk.
6. The Contractor shall check and if necessary, recalibrate their GPS machine control system at the beginning of each workday in accordance with the manufacturer's recommendations, or more frequently as needed to meet the requirements of the project.
7. The Contractor shall meet the accuracy requirements as detailed in the Standard Specifications.
8. The Contractor shall establish secondary control points at appropriate intervals and at locations along the length of the project. These points shall be outside the project limits and/or where work is performed. These points shall be at intervals not to exceed 1000 feet. The horizontal position of these points shall be determined by conventional survey traverse and adjustments from the original baseline control points. The conventional traverse shall meet or exceed the Department's Standards. The elevation of these control points shall be established using differential leveling from the project benchmarks, forming a closed loop. A copy of all new control point information including closure report shall be provided and approved by the Engineer prior to construction activities. The Contractor shall be responsible for all errors resulting from their efforts and shall correct deficiencies to the satisfaction of the Engineer and at no additional cost to the Department.
9. The Contractor shall provide stakes at all alignment control points, at every 500 foot stationing, and where required for coordination activities involving environmental agencies and utility

companies at the Contractor's expense. Work that is done solely for utility companies and that is beyond the work performed under item 763501 - Construction shall follow and be paid for under item 763597 -Utility Construction Engineering.

10. The Contractor shall at a minimum set hubs at the top of finished grade at all hinge points on the cross section at 500 foot intervals on the main line and at least 4 cross sections on side roads and ramps as directed by the engineer or as shown on the plans. Placement of a minimum of 4 control points outside the limits of disturbance for the excavation of borrow pits, Stormwater Management Ponds, wetland mitigation sites etc. These control points shall be established using conventional survey methods for use by the Engineer to check the accuracy of the construction.
11. The Contractor shall preserve all reference points and monuments that are identified and established by the Engineer for the project. If the Contractor fails to preserve these items the Contractor shall reestablish them at no additional cost to the Department.
12. The Contractor shall provide control points and conventional grades stakes at critical points such as, but not limited to, PC's, PT's, superelevation points, and other critical points required for the construction of drainage and roadway structures.
13. No less than 2 weeks before the scheduled preconstruction meeting, the Contractor shall submit to the Engineer for review a written machine control grading work plan which shall include the equipment type, control software manufacturer and version, and proposed location of the local GPS base station used for broadcasting differential correction data to rover units.
14. The Contractor shall follow the guidelines set forth in the "Geometric Geodetic Accuracy Standards and Specifications for Using GPS Relative Positioning Techniques" and follow a minimum of Second Order Class 1, (2-1) classification standards.

Automated equipment operations have a high reliance on accurate control networks from which to take measurements, establish positions, and verify locations and features. Therefore, a strong contract control network in the field which is the same or is strongly integrated with the project control used during the design of the contract is essential to the successful use of this technology with the proposed Digital Terrain Model (DTM). Consistent and well designed site calibration for all machine control operations (as described below under Contract Control Plan) are required to ensure the quality of the contract deliverables. The Contract Control Plan is intended to document which horizontal and vertical control will be held for these operations. Continued incorporation of the Base Station(s) as identified in the Contract Control Plan is essential to maintaining the integrity of positional locations and elevations of features. The Contract Control Plan shall be submitted to the Department for review and approval by the Departments Survey Section 3 weeks prior to the start of any machine control work. The Contractor shall operate and maintain all elements of the Machine Grade Control continuously once the operations begin until otherwise approved by the Engineer.

Contract Control Plan:

The Contractor shall develop and submit a Contract Control Plan for all contracts which use Machine Control Grading. Contract control includes all primary and secondary horizontal and vertical control which will be used for the construction contract. Upon the Contractor's completion of the initial survey reconnaissance and control verification, but prior to beginning primary field operations, the Contractor shall submit a Contract Control Plan document (signed and sealed by the Delaware licensed Land Surveyor or Delaware Professional Engineer who oversees its preparation) for acceptance by the Engineer, which shall include the following:

1. A control network diagram of all existing horizontal and vertical control recovered in the

field as contract control.

2. Include a summary of the calculated closures of the existing control network, and which control has been determined to have been disturbed or out of tolerance from its original positioning.
3. An explanation of which horizontal and vertical control points will be held for construction purposes. If necessary include all adjustments which may have been made to achieve required closures.
4. An explanation of what horizontal and vertical control (including base stations) was set to accomplish the required stakeout or automated machine operation. Include how the position of these new control points was determined.
5. Describe the proposed method and technique (technology and quality control) for utilizing the control to establish the existing and/or proposed feature location and to verify the completed feature location and/or measured quantity.
6. A listing of the horizontal and vertical datums to be used and the combined factor to be used to account for ellipsoidal reduction factor and grid scale factor.
7. If the Contractor chooses to use machine control as a method of measuring and controlling excavation, fill, material placement or grading operations as a method of measuring and controlling excavation, fill, material placement or grading operations, the Contractor Control Plan shall include the method by which the automated machine guidance system will initially be site calibrated to both the horizontal and vertical contract control, and shall describe the method and frequency of the calibration to ensure consistent positional results.
8. Issues with equipment including inconsistent satellite reception of signals to operate the GPS machine control system will not result in adjustment to the "Basis of Payment" for any construction items or be justification for granting contract time extension.

Method of Measurement:

The quantity of Construction Engineering will not be measured.

Basis of Payment:

Payment will be made at the Lump Sum price bid for the item "Construction Engineering". The price bid shall include the cost of furnishing all labor, equipment, instruments, stakes and other material necessary to satisfactorily complete the work as herein described under this item for all roads and structures that are a part of the contract. Adjustment in payment will be made for the deletion or addition of work not shown in the contract documents.

Monthly payment will be made under this item in proportion to the amount of work done as determined by the Engineer.

2/28/2018

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 "2nd Draft", "3rd 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.

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

763514 - BUOY

Description:

This work pertains to Contract T201507605 and consists of the installation of hazard warning symbol buoys as shown on the Plans or as directed by the Engineer.

Materials:

The buoys shall be regulatory can buoys as shown on the drawings manufactured by Worthington Products, Inc. Canton, OH, (800) 899-2977, Rolyan Buoys, Cedarburg, WI, (888) 269-2869, Jim-Buoy, North Hollywood, CA, (818) 761-3516, or approved equal.

Installation:

The buoys shall be installed in accordance with the manufacturer's recommendation.

Basis of Payment:

The quantity of buoy will be paid for at the Contract unit price per each. Price and payment will constitute full compensation for furnishing and placing all materials, hardware, buoy anchor, chains, as required by the manufacturer to complete the buoy installation in the pond. This also includes disposing of the surplus material, all labor, tools, equipment and other appurtenances incidentals to complete the work.

5/21/2019

763564 - SPECIAL BIDDING PROCEDURE

SPECIAL BIDDING PROCEDURE

The Department of Transportation is using a special bidding procedure for Contract T201507605.02 for selecting the bidder to perform work.

The process for bidding will take into account not only the price offerings of the bidder but also the shortest time with which the Contractor can provide a usable facility to the traveling public.

1. Preparation of Proposal Form

The bidder shall establish the number of calendar days that he will require to complete the work, in accordance with the Plans and Specifications, necessary to have the project completed in its ultimate condition with all lanes and shoulders fully open to unrestricted highway traffic to the point at which Substantial Completion has been met in accordance with the Standard Specifications. This calendar day number shall be indicated in the Proposal Form of this Invitation for Bids. The product of this number of calendar days times the average Road User Cost of \$5,000 per day shall be included in the Contractor's total bid price for this proposal. The Total sum will be the amount used as a basis of comparison of bids in establishing the successful bidder.

2. Consideration of Bids

The total submitted bid shall consist of two parts, Part A and Part B.

Part A = the total dollar amount for all work to be performed.

Part B = The total number of calendar days proposed by the bidder to complete the required work times a Public Use Cost of \$5,000.00/Calendar Day according to the following formula.

Part B = Proposed Calendar Days X \$5,000.00/Calendar Day

***The maximum number of calendar days that can be utilized in the calculation of this part of the bid is 467.

The total submitted bid will be the sum of Part A and Part B subject to all other governing requirements of the Standard Specifications or Special Provisions.

Total Submitted Bid = Part A + Part B

The successful bid will be determined by the Department as the lowest total submitted bid of all responsive/responsible bidders after bid review. The determination of a responsible/responsive bidder includes a rigorous review of the bid proposal for unbalanced bidding. The lowest responsible/responsive bidder must be prepared to demonstrate that the "B" portion of the bid is reasonable, rational, and achievable without incurring Liquidated Damages.

The preceding formula shall only be used as a basis of comparison to determine the successful bidder and shall not be used to determine the award amount nor final payment to the Contractor when the project is completed. Only the unit prices bid and the quantities required to complete the project and any incentive or disincentive due shall be used to determine final payment to the Contractor.

In developing the contract completion time, the adverse weather anticipated for each month is shown in the following table:

Table I: Delaware monthly anticipated adverse weather days
(Based on a seven (7) calendar day week)

Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
12	10	5	5	4	2	4	3	4	3	2	6

3. Incentive/Disincentive Amount

The Department will pay the Contractor an incentive for reaching Substantial Completion prior to the established number of Calendar Days stated by the Contractor on the Proposal Bid Form Part B, Proposed calendar days. The incentive will be \$5,000.00 for each Calendar Day that is required to reach Substantial Completion prior to the number of Calendar Days stated by the Contractor on the Proposal Bid Form Part B, Proposed calendar days. The disincentive payment will not exceed ninety calendar (90) days or \$450,000.00. The assessment may be deducted from any monies due or to become due to the Contractor.

The Department will assess the Contractor a disincentive for failure to reach Substantial Completion within the established number of Calendar Days stated by the Contractor on the Proposal Bid Form Part B, Proposed calendar days. The disincentive will be \$5,000.00 for each Calendar Day the work remains incomplete after the expiration of the work days established by the Contractor until the Contractor reaches Substantial Completion. The disincentive payment will not exceed ninety calendar (90) days or \$450,000.00. The assessment may be deducted from any monies due or to become due to the Contractor.

4. Proposal Guaranty

The proposal guaranty shall be based on 10% of the Contractor's total bid price as resulting from the summation of the unit bid prices on the Bid Proposal Forms. (Price of work proposed, Item A in Formula.)

5. Reduction and Extension of Contract Time

Contract time will be on the calendar day basis proposed by the successful bidder. In the event that contract changes affect the critical path for all work to be performed under the original proposal, contract time will be shortened or lengthened based on the Engineer's approval. The Construction Engineer shall be the sole judge as to what and whether a time extension shall be considered justifiable and each extension granted shall be documented in writing by the Construction Engineer with reason for extension. The Contractor is advised that in order to complete the work on or before the number of calendar days proposed in their bid, it may be necessary to provide multiple crews, work extended hours, overtime and or weekends and holidays, without additional cost to the Department.

COMPLETION AND SUBMITTAL OF THE 'SPECIAL BIDDING PROCEDURE' FORM WITH YOUR BID IS REQUIRED (The form follows the Bid Pages contained within this document).

10/17/19

763598 - FIELD OFFICE, SPECIAL I

Description:

The field office work shall consist of furnishing, erecting, equipping, maintaining, and removing a singlewide modular office and adjacent parking area. The Contractor shall submit a specific location layout drawing and construction details for the proposed field office and its parking area for approval by the Engineer. The field office and parking area shall be for the exclusive use of Department Officials, Engineers, Designers, North Region Construction (NRC) Personnel, Consultants, and Inspectors.

The field office structure shall be free of asbestos and/or other hazardous materials. The field office and its parking area shall be constructed and installed in accordance with all applicable city, county, state, and federal codes. The Contractor shall be responsible for obtaining all required licenses and permits for installation and placement of the field office and its parking area. The costs of obtaining such licenses and permits to be incidental to the "Field Office, Special" Item. The field office shall be available for use by the Department continuously throughout the duration of the project.

Construction and Equipment:

The field office shall be new and have a minimum floor space of 600 square feet with minimum exterior dimensions of 50'-0" length by 12'-0" width. The floor to ceiling height shall be nominal 8'-0". The exterior walls, ceiling, and floor shall be insulated. The field office shall be of weather-proof construction, tightly floored and roofed, constructed with an air space above the ceiling for ventilation, supported above the ground, safely secured to its support if the support is an inground anchored foundation or otherwise by tie-downs to the ground, and fully skirted with rigid watertight covering overlapping the bottom of the exterior siding to the existing ground.

The Contractor shall provide entries to the field office by constructing a stair and deck platform with canopy at each exterior door. These entries shall be fabricated using treated dimension lumber, be constructed with hand and safety railing, be designed to last the life of the Contract, and conform to the requirements of the Architectural Accessibility Board and other federal, state and local boards, bodies and/or courts having jurisdiction in the Contract limits.

The Contractor shall construct and maintain an all weather parking area adjacent to the office of at least 2500 square feet and having a minimum of 10 functional parking spaces striped for full size cars. All weather pathways from the parking area to the entrances of the field office shall also be constructed and maintained. This parking area and entrance pathways shall have a minimum of 2" type "C" hot mix on top of minimum 6" graded aggregate subbase. Snow and/or ice shall be removed from the parking area and from the entrance pathways to the field office within 12 hours after each occurrence. Costs for furnishing, placing, and maintaining the aggregate base and hot mix, and for snow and/or ice removal, to be incidental to the Field Office, Special" Item.

The ground area 30'-0" from around the perimeter of the field office to the field office shall be landscaped and maintained. If the earthen grounds do not have a stand of weed free grass, the surface of this area shall be loosened to a depth of 4" and a satisfactory seedbed shall be prepared free of debris and extraneous matter. The area shall be seeded to a healthy stand of grass or sodded, after which the area shall be watered, mowed, and trimmed a minimum of three times a month during the growing seasons. Cost for this landscaping and maintenance to be incidental to the "Field Office, Type I Special" Item.

The field office shall have full carpeting, kitchenette facilities, and interior and exterior paneling, lighting, and plumbing fixtures. The field office shall have a minimum of two (2) exterior doors, each door having a passage and a deadbolt lock. These door locks shall be keyed and at least 2 complete sets of keys shall be supplied to the Engineer's representatives. The exterior doors shall be insulated or have storm doors. The field office shall have a minimum of six (6) windows, each window having a minimum glass area of 1150 square inches and a horizontal mini-blind covering the full glass area. The windows shall be insulated

or have storm windows. All windows shall be equipped with a locking device. All doors and windows shall have screens installed and repaired when damaged.

At least two (2) outside water service connections shall be provided at the field office. Each water connection shall have a 3/4" frost proof hose bib with vacuum breaker and shall include 100 linear feet of 5/8" minimum diameter reinforced, industrial or commercial grade, soft rubber hose per connection.

The field office shall be provided with sufficient natural and artificial light and shall be adequately heated and cooled to provide comfortable working conditions.

The field office shall have satisfactory lighting, electrical outlets, heating equipment, exhaust fan, and air-conditioning connected to an operational power source. Plan and drawing areas shall have individual fluorescent lights situated over their worktables. Replacement fluorescent lights shall be furnished as required. Electrical current, water, and any fuel for heating equipment shall be furnished and the cost of such shall be borne by the Contractor. Maintenance of the heating, exhaust fan, and air-conditioning equipment shall be provided for by validated service contracts for the length of the Contract. These service contracts shall allow a Department authorized project person to deal directly with the service organization to request repair.

The Contractor shall furnish and maintain two fire extinguishers and provide one lighted "Exit" sign for each exterior passage door. Fire extinguisher(s) may be chemical or dry power and shall be UL Classification 10-B:C(min.) and shall be suitable for Types A:B:C fires. A commercial or industrial type first aid and safety kit suitable for project conditions and hazards (including snakebite) shall be provided and maintained to full capacity on a monthly basis.

The Contractor shall provide an alarm system for field office security with electronic, direct connection to a security service provider. The security system shall have interior motion, window, and entrance detectors and built in manual fire alarm. All windows of the field office shall be covered with steel bar grids as a deterrent to forced entry. The Contractor shall provide validated monitoring and service contracts for the length of the Contract. These contracts shall allow a Department authorized project person to deal directly with the security service provider to request service and/or repair.

The Contractor shall furnish and maintain an adequate supply of cold potable water, a minimum 23 cubic foot new refrigerator, and a minimum 900-watt new microwave oven. Maintenance of the potable water supply equipment, refrigerator, and microwave shall be provided for by validated service contracts for the length of the Contract. These service contracts shall allow a Department authorized project person to deal directly with the service organization to request repair.

Suitable indoor toilet facilities, conforming to the requirements of the State and Local Boards of Health or of other bodies or courts having jurisdiction in the area, shall be provided. When separate facilities for men and women are not available or required, a sign with the wording "Rest Room" (letter heights 1" minimum) shall be placed over the doorway and an adequate positive locking system shall be provided on the inside of the doorway to insure privacy. The facility(s) shall be maintained by the Contractor to be clean and in good working condition and shall be stocked by the Contractor with adequate lavatory and sanitary supplies at all times during the period of the Contract.

The Contractor shall be responsible for performing or for making arrangements for all necessary telephone connections and/or for their maintenance; for providing a new telephone equipment system, for payment of all connections and the new telephone system equipment and its installation; and for final disconnection of the telephones.

The field office telephone system shall have a total of 5 lines consisting of 2 direct single lines with call forward busy feature, 2 dedicated computer use line with broadband connection for either DSL or cable, and 1 dedicated facsimile line and have 5 key sets consisting of 1 master key set having privacy feature, and 4 four-button key sets having privacy feature (1 set which may be for wall mounting), all for the official and exclusive use of the Engineer and other representatives of the Department. Arrangement shall be made to

allow a Department authorized project person to deal directly with the telephone company to report outages and/or request repair. Monthly billings for the field office telephone system shall be received and paid by the Contractor. A copy of each bill shall be forwarded to the Project Resident for reimbursement on the subsequent contract pay estimate. The reimbursement will be for the amount of the bill only and shall not include any additional mark-up or profit.

For all other utilities, the Contractor shall be responsible for performing or for making arrangements for all necessary utility connections and/or for their maintenance; for payment of all utility connections, installations, service fees and bills; and for final disconnection of utilities.

The field office interior shall be furnished by the Contractor. The Contractor shall provide new and maintain the following office furnishings, all which are to be approved by the Engineer prior to installation in the field office. Placement of these furnishings shall be as directed by the Engineer. 6 full size office desks each with filing drawer and fully adjustable ergonomic design swivel chair with armrests and five leg base having wheel casters, 1 computer station with acoustical panels having minimum 60 NRC rating for privacy screen and fully adjustable ergonomic design swivel chair with armrests and five leg base having wheel casters, 1 large conference table for a minimum of 12 people with surrounding chairs with armrests, 2 folding tables minimum 6'-0" by 3'-0" each with ergonomic design straight back chair with armrests, 1 work table, 1 supply cabinet, 2 rough plan racks, 2 legal size filing cabinets with 4 drawers, 2 legal size fire-resistant filing cabinets with lock and key with 4 drawers and meeting fire underwriters' approval for not less than one hour test, 2 book shelves minimum 3'- 6" by 4'- 6", 3 vertical surface legal size three compartment pockets, 2 dry erase boards minimum 4' by 3' each with markers and erasers, and 2 cork bulletin boards minimum height 3' by 2'. These office furnishings will remain the property of the Contractor at the conclusion of the project.

The Contractor shall also furnish new and maintain the following office equipment, all which are to be approved by the Engineer prior to installation in the field office. The required equipment will enable the Department to synchronize project record keeping and office functions. The equipment shall be delivered in working and useable condition:

4 heavy-duty calculators having extra large 12-digit fluorescent display, full size keyboard with contoured keys, two-color ribbon printer, and AC powered;

1 compact plain paper copying machine and cabinet with stationary platen, bypass feeding, and dual loading cassette system with cassettes for letter, legal, and ledger size paper. Copy machine to have zoom and preset reduction and enlargement features, automatic two (2) sided copying, automatic document feeder with minimum 30 sheet capacity, and 20 bin collator with automatic stapling capacity;

1 desktop model, compact facsimile machine with automatic paper cutter, 10-sheet feeder, halftones with 16 levels of gray, 50-number auto dialing, answering machine hook-up, large LCD readout, date and time stamp, and advanced telephone features;

1 DVD camcorder with on-screen programming, full-range auto focus, high-speed shutter, high-resolution, bookmark search, time-lapse recording, rechargeable batteries and charger, tripod, and protective carrying case;

1 integrated color monitor and DVD/VHS cassette recorder having minimum 20" screen, automatic on/play/rewind/stop, remote, full range speaker, and digital auto tracking;

1 micro cassette recorder, having fast playback, voice-activated system, three-digit tape counter, silent auto-stop and pause, two tape speeds, one-touch and follow-up, built-in condenser microphone, cue and review, and rechargeable with combination battery charger/AC adapter;

1 telephone answering machine having all-digital recording, 14 minute message capacity, selectable message time, voice prompt assistance, day/time stamp, call screening, two-digit LED message indicator, toll saver, power failure memory back-up, and message interrupt from any station; and

2 digital cameras with minimum 1/2.7" 4.0 mega pixel, 3X optical / 6X precision digital zoom, 12-bit DXP A/D conversion, 2.5" 123K pixel LCD display, 5-mode program AE and each with dual media slots, SXGA/XGA/VGA image resolution, E-mail mode. Also intelligent flash with red-eye protection, MPEG movie mode, clip motion, light metering, TEXT mode (GIF), playback zoom and resize, white balance, lithium battery system and in-camera picture effects, memory stick/card (minimum 256MB) capability, and storage case.

Consumables as required to manage the business of the project shall be provided for all office equipment for the length of the Contract. These consumables shall be furnished on request and shall include but not be limited to paper, tapes, ribbons, rolls, toner, cleaning kits, microcassette tapes and batteries, answering machine cassettes, camera batteries and memory sticks and/or discs, DVD and CD R/RW media, etc.

Maintenance of all office equipment shall be provided for by a validated service contract for the length of the Contract. This service contract shall allow a Department authorized project person to deal directly with the service organization to request repair.

Included in the unit price bid per month for the Field Office on this project will be two (2) IBM compatible Microcomputer Systems both which will be furnished and maintained by the Contractor for use by the Engineer. The specified computer systems will synchronize the construction management functions of the Department to monitor, report, and perform the accounting of the project work. The computer systems and all their related equipment specified below shall be furnished new and remain the property of the Contractor at the conclusion of the Contract. A detailed listing of the proposed computer systems and all their related equipment to be provided by the Contractor shall be submitted for approval by the Engineer prior to furnishing the Microcomputer Systems. The Microcomputer Systems shall be Laptop Computer Systems each with docking station. Each of the two (2) Microcomputer Systems shall consist of:

Central Processing Unit (CPU) – Lap Top

Pentium M processor, 740 (1.7 GHz) or better with integrated USB 2.0 and IEEE 1394 ports (firewire) and wireless networking included,

Minimum 1.0 GB RAM with expansion capability to at least 3.0 GB and clock/calendar card equivalent, and

Microsoft "Windows® XP Professional" operating system;

Memory (Storage)

CD/DVD +/- RW with double layer write capability, and 100GB hard drive minimum, integrated Ethernet 10/100, and internal modem. Included software shall support double layer media writing and automatic backup of data;

Monitor (Cathode Ray Tube)

Monitor for docking station and docking station - Super Video Graphics Adapter (SVGA) minimum. 19" minimum diagonal visual area flat panel with .26 dot pitch capable of multiple frequency 256 color graphics and at least 1024 pixel resolution. Swivel base with low radiation and eyestrain protection, brightness and contrast control and

Laptop - shall have 15.4" display minimum;

Color Graphics Card

Card must be SVGA AGP interface with 64 MB onboard video memory having maximum resolution of at least 1280x720 with at least 16 bit color and video control hardware and software;

Keyboard

Keyboard shall be ergonomic, enhanced layout minimum with keyboard interface cable;

Printers

LaserJet HP 2550N network capable printer or latest model with 64 MB minimum total memory having up to 600 dpi resolution and using HPL6 printer language with all necessary software and cables for proper operation; and a HP Desk Jet color printer or latest model with photo quality print capability and with all necessary software, equipment, and cables for general operation as well as connection and sharing on a local network;

Scanner

A HP6100 color scanner with HP5770 ScanJet ADF (or equivalent brand) with all necessary software, equipment, and cables for general operation as well as connection and sharing on a local network;

Software

The latest version programs for application management (operating system), word processing, spreadsheet, and anti-virus shall be provided with all user manuals. Upgrades, maintenance, and full technical support by the manufacturer shall be provided for the length of the Contract. The required software will enable the Department to synchronize accounting and record keeping functions between the project, District, and Department offices. A list of programs to be provided shall be submitted to the Engineer for approval. Software, other than for application management and anti-virus, is to be delivered unopened to the Department's administrative office. All software is to be compatible with and for use to run on "Windows® XP Professional". The required applications software follows and is to be latest version unless noted:

office suite - "Microsoft® Office XP Professional",
antivirus - "McAfee® Total Protection for Small Business",
software supporting creation of DVD +/- R/RW disks (supporting double layer media writing) and DVDR and DVDRW disks using DVDRW drive, for example: Ahead Nero, Roxio DVD/CD Creator, or some equivalent product. Note: software commonly included as part of the standard CDRW upgrade/standalone package is acceptable if included with the unit;

Related Equipment

Wireless networking hub/router (802.11g or better) with all associated hardware (adapters, cables, etc) and soft to enable wireless networking and internet connection sharing for all office computers and printers,

An electrical outlet with dedicated circuit for the main computer unit,

An optical mouse with proper driving software having complete Microsoft emulation,

An internal 56/28.8/14.4 fax modem with MNP5 error checking and complete Hayes emulation having high-speed 14.4 fax capability and regular data transmission between 2400 and 56 baud, with the latest version proper driving software,

Necessary cables for proper operation,

An uninterruptible power supply (UPS) units for protection from power loss or fluctuation, minimum of 6 outlets, adequate to provide a minimum of 30 minutes backup power for an orderly shut down of the computer system with software and connections for automatic system shutdown,

24 bit Sound Blaster compatible PCI soundcard with quality desktop speakers,

A combination surge, spike, and noise protection device with receptacles for all peripherals (may be in combination with the UPS power supply),

A wrist rest suitable for use with the furnished keyboard,

Cleaning kits for disk drives,

An anti-glare filter with grounding wire suitable for use with the furnished monitor, and

All cards, hardware, and operating, anti-virus, and equipment software to be fully installed and operational;

Maintenance and Service

Maintenance of all specified equipment and components shall be provided for by a validated service agreement for the length of the Contract. Maintenance (upgrades, replacement, full technical support) for each software application shall be provided for by validated maintenance agreement for the length of the Contract. These agreements shall allow an authorized project person to deal directly with the service organization to request repair or the maintenance organization to request assistance; and

Supplies

Consumables as required to manage the business of the project shall be provided for the Microcomputer Systems for the length of the Contract. These consumables shall be furnished on request and include but not be limited to 3-1/2" double sided high density micro floppy diskettes, compatible diskettes for provided digital cameras and memory stick media, DVDR and DVDRW media compatible supporting operational minimum to maximum speed of the DVD/RW drive unit, cut sheet paper and labels compatible with the printers, hardware and screen cleaners, and toner cartridges.

Maintenance of the field office including its adjacent parking area, for the time required, shall consist of maintenance and/or replacement of all provided items, security system, furniture and equipment, computer systems, providing lavatory supplies, providing trash containers and waste baskets, providing entrance mats at each door, providing replacement items for lighting fixtures, maintaining all utilities, providing satisfactory and sanitary janitorial and waste disposal services twice a week, providing cleanup of trash and debris on the parking lot and landscaped area once a week, and shall be included in the monthly unit cost.

The Contractor shall provide and deliver a current copy of all validated field office, equipment, and computer maintenance, service, assistance and/or monitoring agreements and/or contracts as mentioned hereinabove to the Department's administrative office on or before the first day the field office is ready for use.

Method of Measurement:

This item will not be measured but will be paid for on a monthly basis. Partial months will be paid at the rate of 0.033 months per day.

Basis of Payment:

The field office will be paid for on a unit price bid per month, which price shall be full compensation for performing the work specified and the furnishing of all materials, labor, tools, equipment and incidentals necessary to maintain the field office and its adjacent parking area and restore the field office area and adjacent parking area to match the original site condition. No separate payment will be made for costs involved for removing hazardous material or underground tanks to install these offices or the parking area.

Payment will be made only for the actual number of months that the office is acceptably provided by the Contractor.

The field office shall be ready for use not later than thirty (30) calendar days after the date of the fully executed Contract and before construction operations begin.

3/3/08

801500 - MAINTENANCE OF TRAFFIC - ALL INCLUSIVE

Description:

This item shall consist of furnishing, installing, maintaining and/or relocating the necessary temporary traffic control devices used to maintain vehicular, bicycle and pedestrian traffic, including persons with disabilities in accordance with the Americans with Disabilities Act, as amended. All work shall be performed in a manner that will provide reasonably safe passage with the least practicable obstruction to all users, including vehicular, bicycle and pedestrian traffic.

All requirements of the Delaware Manual on Uniform Traffic Control Devices (MUTCD), Part 6, herein referred to as the Delaware MUTCD. (latest edition with all revisions made up to the date of Advertisement of this project) shall apply for all temporary traffic control devices. Any, and all, control, direction, management and maintenance of traffic shall be performed in accordance with the requirements of the Delaware MUTCD, notes on the Plans, this specification, and as directed by the Engineer.

The Contractor shall be aware that the Case Diagrams and safety measures outlined in the Delaware MUTCD are for common construction situations and modifications may be warranted based on the complexity of the job. The Contractor shall submit justification for modifications to the Temporary Traffic Control Plan (TTCP) to the Engineer for approval prior to implementation.

The Department reserves the right to impose additional restrictions, as needed, for the operational movement and safety of the traveling public. The Department reserves the right to suspend the Contractor's operations until compliance with the Engineer's directive for remedial action, based on but not limited to the following reasons:

1. The Contractor's operations are not in compliance with the Delaware MUTCD, the specifications or the Plans.
2. The Contractor's operations have been deemed unsafe by the Traffic Safety Engineer or District Safety Officer.

Materials and Construction Methods:

The Contractor shall submit a Temporary Traffic Control Plan (TTCP) or a Letter of Intent to use the Plan recommended Delaware MUTCD Case Diagram(s) at or prior to the pre-construction meeting. The Contractor shall submit the TTCP for all Contractor and subcontractor work to be performed on the project for the Department's approval before the start of work.

When specified by a note in the Plans, the Contractor shall be required to have an American Traffic Safety Services Association (ATSSA) certified Traffic Control Supervisor on the project. The authorized designee must be assigned adequate authority, by the Contractor, to ensure compliance with the requirements of the Delaware MUTCD and provide remedial action when deemed necessary by the Traffic Safety Engineer or the District Safety Officer. The ATSSA certified Traffic Control Supervisor's sole responsibility shall be the maintenance of traffic throughout the project. This responsibility shall include, but is not limited to, the installation, operations, maintenance and service of temporary traffic control devices. Also required is the daily maintenance of a log to record maintenance of traffic activities, i.e., number and location of temporary traffic control devices; and times of installation, changes and repairs to temporary traffic control devices. The ATSSA Traffic Control Supervisor shall serve as the liaison with the Engineer concerning the Contractor's maintenance of traffic. The name, contact number and certification for the designated Traffic Control Supervisor shall be submitted at or prior to the pre-construction meeting. The cost of the ATSSA certified Traffic Control Supervisor shall be incidental to this item.

Temporary traffic control devices shall be maintained in good condition in accordance with the brochure entitled "Quality Guidelines for Temporary Traffic Control Devices", published by the American

Traffic Safety Services Association (ATSSA). Any temporary traffic control devices that do not meet the quality guidelines shall be removed and replaced with acceptable devices. Failure to comply will result in work stoppage with time charges continuing to be assessed.

Any existing signs that conflict with any temporary or permanent construction signs shall be covered as needed or as directed by the Engineer. The cost for temporarily covering conflicting signs shall be incidental to this item.

Access to all transit stops located within the project limits shall be maintained unless otherwise directed by the Plans or the Engineer. Maintaining access shall include maintaining an area for the transit vehicle and also an accessible path for pedestrians to safely access the transit stop.

The Contractor shall notify the Engineer, in writing, no less than fourteen (14) calendar days prior to the start of any detour(s) and road closures. The Engineer will notify the following entities:

- Local 911 Center
- Local School Districts
- Local Post Offices
- DelDOT's Transportation Management Center (TMC)
- Town Managers
- Local Police
- DelDOT's Public Relations
- Delaware Transit Corporation (DTC)

Immediately prior to the implementation of any lane or road closures, the Engineer shall notify the DelDOT TMC at (302) 659-4600. Notifications shall also be provided when the closures are lifted. The Engineer shall notify TMC and the District Safety Officer if any lane closures cannot be removed prior to the end of the allowable work hours.

The Contractor shall notify the local 911 center if access to a fire hydrant is temporarily restricted. The Contractor shall provide written confirmation to the Engineer that the local 911 center has been notified.

If a detour is required during any part or the entire period of this Contract, an approved detour plan shall be obtained from the Department's Traffic Safety Section. All signs, barricades and other temporary traffic control devices required as part of the approved detour plan shall be installed and maintained by the Contractor on the route that is closed and on the detour route. Road closures without an approved detour plan shall not be allowed. If a road is closed without an approved detour plan, the Contractor's operations shall be stopped immediately.

The Contractor shall provide and maintain ingress and egress for each property abutting the construction area and each property located between the diversion points of any detour and the actual construction site. Construction activities which may temporarily or otherwise interfere with property access shall be coordinated in advance with the affected property owners.

The Contractor shall conduct construction operations in a manner which will minimize delays to traffic, and shall meet the following requirements:

1. If work is being performed within 200 feet in any direction of an intersection that is controlled by a traffic signal, the flagger(s) shall direct the flow of traffic in concert with the traffic signals in construction areas to avoid queuing, unless active work prohibits such action. The flagger shall direct traffic to prevent traffic from queuing through an intersection (i.e., blocking an intersection). Only a Traffic Officer may direct traffic against the operation of a traffic signal and only until the operation occurring within the intersection is completed.
2. When a lane adjacent to an open lane is closed to travel, the temporary traffic control devices shall be set 2 feet (0.61 m) into the closed lane from the edge of the open lane, unless an

uncured patch exists or actual work is being performed closer to the open lane with minimum restriction to traffic.

3. Except for “buffer lanes” on high volume and/or high speed roadways, lanes shall not be closed unless construction activity requiring lane closure is taking place, or will take place within the next hour. Lanes shall be reopened immediately upon completion of the work. Moving operations will require the lane closures be shortened as the work progresses and as traffic conditions warrant to minimize the length of the closure. The Contractor shall conduct construction operations in a manner so as to minimize disruption to traffic during peak hours and periods of heavy flow. The Department reserves the right to stop or change the Contractor's operations, if in the opinion of the Engineer, such operations are unnecessary at that time or the operations are unnecessarily impeding traffic.
4. Work in the vicinity of traffic signals, shall be scheduled to minimize the time during which the signal is operated without detectors, and prior approval from the Engineer shall be required. TMC shall be notified in advance of cutting a loop detector, and be immediately notified once the loop detector has been reinstalled. The Contractor shall provide sufficient advance notice of the loop detector work with the Engineer to ensure the aforementioned requirements are met.

It is required that all temporary traffic control work and related items shall either be performed entirely by the Contractor's own organization, or totally subcontracted. Maintenance of equipment shall not be subject to this requirement.

Any deficiencies related to temporary traffic control that are reported to the Contractor in writing shall be corrected within 24 hours or as directed by the Engineer. Failure to comply will result in non-payment for those devices that are found to be deficient for the duration of the deficiency. Serious deficiencies that are not corrected immediately shall result in suspension of work until items identified are brought back into compliance.

At the end of each day's work, the Contractor shall correct all pavement edge drop-offs in accordance with Table 6G-1 in the Delaware MUTCD. This corrective work shall be accomplished with Temporary Roadway Material (TRM) unless an alternate method is specified in the Plans. All ruts and potholes shall be filled with TRM as soon as possible but no later than the end of each work day. Placement and Payment of TRM shall be completed in accordance with Section 403 of the Standard Specifications. If temporary elimination of a drop-off hazard cannot be accomplished, then the area should be properly marked and protected with temporary traffic control devices such as temporary barricades, warning signs, flashing lights, etc. as required by Section 6G.21 of the Delaware MUTCD.

All open trench excavation accessible by vehicular traffic must be backfilled prior to the end of each working day. Steel plates shall not be used except in emergency situations and only with prior written approval from the Engineer unless otherwise directed by the Plans.

The Contractor shall submit, at or prior to the preconstruction meeting, detailed drawings including but not limited to existing striping lengths, lane and shoulder widths, turn lane lengths, locations of stop bars, turn arrows, crosswalks and railroad crossings. The drawings shall depict the existing pavement markings for each project location. These drawings will be reviewed by the Department's Traffic Section to determine the need for modification(s) for compliance with the Delaware MUTCD. Temporary pavement markings, on the final pavement surface, shall match the Plan dimensions and layout or the approved drawings of the permanent markings in compliance with Section 3 of the Delaware MUTCD. All conflicting or errant striping shall be removed as directed by the Engineer in compliance with the specifications for Item 817031 - Removal of Pavement Striping.

At the end of each day's operation and before traffic is returned to unrestricted roadway use, temporary striping shall be utilized when the existing pavement is milled and hot mix will not be placed the same day or more than a single course of hot mix is to be placed or permanent roadway striping cannot be

placed on the same day as the placement of the final course of hot mix. Placement of temporary striping shall receive prior approval from the Engineer and the contractor shall apply temporary pavement markings in accordance with the requirements of Section 817 of Delaware Standard specifications and the Delaware MUTCD. Payment for temporary pavement striping shall be made at the unit price bid for item 817 - Temporary Striping. Payment for final striping will be included in the applicable striping item.

The Contractor shall have temporary striping/delineating materials (such as raised markers, tape, and other approved materials) available at the job site for verification by the Department prior to starting the hot-mix paving operation on roads to be immediately opened to traffic. These materials shall be used by the Contractor for temporary markings if he/she fails to apply temporary marking paint, etc., as required by the Delaware MUTCD. No paving operations on roads to be immediately opened to traffic will be allowed unless such verification has been made for the availability of the materials at the job site.

Travel lane and ramp closings on multilane highways and Interstates shall not be permitted during the following holiday periods:

- December 24 through December 27 (Christmas Day)
- December 31 through January 3 (New Years Day)
- Friday prior to Easter through Easter Sunday
- Thursday prior to Memorial Day through the Tuesday following Memorial Day
- Dover International Speedway Race Weekends (Thursday prior to the race event through the day after the race event)
- July 3 through July 5 (Independence Day)
- Thursday prior to Labor Day through the Tuesday following Labor Day
- Wednesday prior to Thanksgiving Day through the Monday following Thanksgiving Day

Additional time restrictions may apply as noted in the project plans or as directed by the Engineer. Any requests to waive any restrictions must be made in writing to the Engineer for review and approval. A copy of the request shall be provided to the District Safety Officer for review.

Certification:

Temporary traffic control devices used on all highways open to the public in this State shall conform to the Delaware MUTCD. All devices shall be crashworthy in accordance with the National Cooperative Highway Research Program (NCHRP) Report 350, the memorandum issued August 28, 1998 by The USDOT Federal Highway Administration, and/or in accordance with the latest edition of the Manual for Assessing Safety Hardware (MASH), published by the American Association of State Highway and Transportation Officials (AASHTO).

The Contractor shall submit certification for temporary traffic control devices or vendors used specifically on this project at or prior to the pre-construction meeting.

Certification of compliance with NCHRP report 350 and/or MASH is required for the following categories of temporary traffic control devices:

Category I contains small and lightweight channelizing and delineating control devices which includes cones, tubular markers, flexible delineator post and drums, all without any accessories or attachments.

Category II includes temporary traffic control devices that are not expected to produce significant vehicular velocity changes to impacting vehicles. These devices which shall weigh 100 pounds or less, include Type I, II and III barricades, portable sign supports with signs, and intrusion alarms. Also included are drums, cones, and vertical panels with accessories or attachments.

Category III includes temporary traffic control devices that are expected to cause significant vehicular velocity changes to impacting vehicles. These devices which weigh more than 100 pounds include temporary barrier, temporary impact attenuators, and truck-mounted attenuators.

Category IV includes portable or trailer-mounted devices such as arrow panels, variable message signs, temporary traffic signals and temporary area lighting.

For Category I devices, the manufacturer or Contractor may self-certify that the devices meet the NCHRP-350 and/or MASH criteria. The Contractor shall supply the Federal Highway Administration's NCHRP-350 and/or MASH acceptance letter for each type of device that falls under Category II and III devices.

Basis of Payment:

Payment will be made at the Lump Sum price for "Maintenance of Traffic", for which price and payment constitutes full compensation for all maintenance of traffic activities accepted by the Engineer, which shall include the cost of furnishing and relocating permanent and temporary traffic control signs, traffic cones or drums, submission of temporary traffic control plan(s), submission of existing pavement marking drawings, submission of all required certifications, labor, equipment and incidentals necessary to complete the item. Payment to furnish and maintain other temporary traffic control devices including but not limited to Portable P.C.C. Safety Barrier, Truck Mounted Attenuators, Portable Changeable Message Signs, Arrow Panels and Portable Light Assemblies will be made at the contract unit price for each item.

NOTE

If the Contractor does not complete the Contract work within the Contract completion time (including approved extension time), the Contractor shall be responsible for providing the necessary temporary traffic control devices that are required to complete any remaining work. The costs of such temporary traffic control shall be borne by the Contractor. No additional payment will be made to the Contractor to maintain traffic in accordance with the Delaware MUTCD, contract plans and specifications. Temporary traffic control items include, but not be limited to, warning lights, warning signs, barricades, plastic drums, P.C.C. safety barrier, flaggers, traffic officers, arrow panels, message boards, and portable impact attenuators.

10/5/16



STATE OF DELAWARE
DEPARTMENT OF TRANSPORTATION

800 BAY ROAD
P.O. Box 778
DOVER, DELAWARE 19903

JENNIFER COHAN
SECRETARY

UTILITY STATEMENT
March 14, 2019
STATE CONTRACT T201507605
P6 #15-03000
F.A.P. #NONE
Records Pond Dam Improvements – BR 3-329

The following utility companies maintain existing facilities within the construction limits:

DPL
Town of Laurel

DPL

DPL maintains four utility poles within the construction limits.

STATIONING	OFFSET	POLE NUMBER	
@ 12 + 50	EASTERN / LEFT	47783 / 00202	
@ 14 + 60	WESTERN/ RIGHT	47795 / 00190	
@ 16 + 90	WESTERN/ RIGHT	47807 / 55165	
@ 18 + 60	EASTERN / LEFT	47817 / 00150	

Utility poles on the WESTERN /RIGHT offset of the construction alignment have luminary attachment provisions for the Town of Laurel, (on DPL utility poles).

On the northern offset of Records Pond Dam/ (spillway), DPL maintains an aerial electric service wire between utility poles: 47783 / 00202 and 47795 / 00190.

On the southern offset of Records Pond Dam/ (spillway), DPL maintain an aerial electric service wire between utility poles: 47807 / 55165 and 47817 / 00150.

Proposed utility relocations shall occur as described, but are not limited to the following



DPL aerial appurtenances between utility poles 47783 / 00202 and 47795 / 00190 (on the northern offset of Records Pond Dam) will be removed by DPL prior to construction; and DPL will remove existing utility pole 47795 / 00190.

DPL aerial appurtenances between utility poles 47807 / 55165 and 47817 / 00150 (on the southern offset of Records Pond Dam) will be removed by DPL prior to construction; and DPL will remove existing utility pole 47807 / 55165.

DPL does not maintain an existing aerial span between utility poles 47795 / 00190 and 47807 / 55165.

DPL proposes to install a new pole on the northern offset of Records Pond Dam/ (spillway), at/ near station 15 + 00 on the EASTERN / LEFT offset of the construction baseline.

DPL proposes to install a new pole on the southern offset of Records Pond Dam/ (spillway), at/near station 16 + 98 on the EASTERN / LEFT offset of the construction baseline.

Any additional relocations/adjustments to shall be arranged, if necessary during the construction of the project. The time to complete any relocations/adjustments will depend on the nature of the work.

Utility relocations shall occur in advance of the construction project after pertinent features are staked-out/identified in the field as warranted (i.e. right-of-way, proposed road/bridge features, clearing and grubbing; cuts and fills) and upon issuance of Notice to Proceed from the Utility Engineer.

General Notes

1. The Contractor's attention is directed to Section 105.09 Utilities, Delaware Standard Specifications, August 2001. The Contractor shall contact Miss Utility (1-800-282-8555) two working days prior to any excavation. The Contractor is responsible for the support and protection of all utilities when excavating. The Contractor is responsible for ensuring proper clearances, including safety clearances, from overhead utilities for construction equipment. The Contractor is advised to check the site for access purposes for his equipment and, if necessary, make arrangements directly with the utility companies for field adjustments for adequate clearances.

2. The information shown in the Contract Documents, including the Utility Statement and the Utility Schedule contained herein, concerning the location, type and size of existing and proposed utilities, their locations, and construction timing has been compiled by the preparer based on information furnished by each of the involved Utility Companies. It shall be the responsibility of the State's Contractor to verify all information and coordinate with the Utility Companies prior to and during construction, as specified in Section 105.09 of the Standard Specifications.

3. It is understood and agreed that the Contractor has considered in his bid all permanent and temporary utility appurtenances in their present and relocated positions as shown on the plans or described in the Utility Statement or are readily discernible and that no additional compensation will be allowed for any delays, inconvenience, or damage due to any interference from the utility facilities and appurtenances or the operation of moving them, except that the Contractor may be granted an equitable extension of time.

4. Coordination and cooperation among the Utility Companies and the State's Contractor are of prime importance. Therefore, the Contractor is directed to contact the following Utility Company representatives with any questions regarding this work prior to submitting bids and work schedules. Proposed work schedules should reflect the Utility Companies' proposed relocations. The Utility Companies do not work on weekends or legal holidays.

Jamie Smith	Town of Laurel, Town Manager	302-875-2277	laureltm@comcast.net
William Whitaker	Pepco Holdings/DPL	302 - 853-5379	William.whitaker@delmarva.com
William "Bill" Mcbane	Pepco Holdings/DPL	302-934-3358	Bill.mcbane@delmarva.com

5. As outlined in Chapter 3 of the DelDOT Utilities Manual, individual utility companies are responsible for obtaining all required permits from municipal, State and federal government agencies and railroads. This includes but is not limited to water quality permits/DNREC Water Quality Certification, DNREC Subaqueous Lands/Wetlands permits, DNREC Coastal Zone Consistency Certification, County Floodplain permits (New Castle County only), U.S. Coast Guard permits, US Army Corps 404 permits, sediment and erosion permits, and railroad crossing permits.

6. Individual utility companies are required to restore any areas disturbed in conjunction with their relocation work. If an area is disturbed by a utility company and is not properly restored, the Department may have the highway contractor perform the necessary restoration. Any additional costs incurred as a result will be forwarded to the utility company.

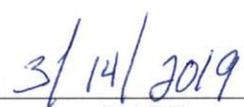
7. 16 Del. C. § 7405B requires notification to and mutually agreeable measures from the public utility operating the electric line for any person intending to carry on any function, activity, work or operation within dangerous proximity of any high voltage overhead electric lines. All contractors/other utilities must also maintain a minimum distance of 10'- 0" from all overhead energized lines. Additional clearance may be required from high voltage transmission lines.

8. Any existing facilities that are comprised of hazardous materials will be removed by the Utility Company unless otherwise outlined in the contract documents or language above. Any existing facilities containing hazardous materials will be purged by the Utility Company unless otherwise outlined in the contract documents or language above.

DEPARTMENT OF TRANSPORTATION SOLUTIONS



UTILITY COORDINATOR
Jeff. Steward@delaware.gov



DATE

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

CERTIFICATE OF RIGHT-OF-WAY STATUS

STATE PROJECT NO. T201507605

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

RECORDS POND DAM IMPROVEMENTS

SUSSEX COUNTY

Certificate of Right-of-Way Status – 100%

Status - LEVEL 1

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

All necessary real property interests have been acquired in accordance with current FHWA/State directives covering the acquisition of real property; and,

All necessary rights-of-way, including control of access rights when pertinent, have been acquired including legal and physical possession; and,

All project rights of way are currently available in accordance with the project right-of-way plans; and,

Any residential displaced individuals or families have been relocated to decent, safe and sanitary housing, or adequate replacement housing has been made available in accordance with the provisions of the current Federal Highway Administration (FHWA) directive(s) covering the administration of the Highway Relocation Assistance Program; and,

All occupants have vacated the lands and improvements; and,

The State has physical possession and the right to remove, salvage, or demolish any improvements acquired as part of this project, and enter on all land.

RIGHT OF WAY SECTION



James Pappas
Acting Chief of Right of Way

February 19, 2019



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

JENNIFER COHAN
SECRETARY

October 1, 2019

ENVIRONMENTAL REQUIREMENTS

FOR
State Contract No. T201507605
Federal Aid No.: N/A

Contract Title: Records Pond Dam Improvements

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

PERMIT REQUIREMENTS:

The proposed construction work for this project requires permit approval from the agencies listed below. It is the responsibility of the contracting agency -- the Delaware Department of Transportation, Division of Transportation Solutions -- to obtain the necessary permits to ensure that the contractor complies with the requirements and conditions established by the regulatory agencies. Written authorization from the permitting agencies is required and paperwork for on-site posting is anticipated. The proposed work for this project will be authorized under the permits listed below:

REQUIRED PERMITS AND APPROVAL STATUS:

- U.S. Army Corps of Engineers (USACE) – Nationwide Permit (NWP) #3 – CENAP-OP-R-2019-432-85 (NWP3) – dated 6/26/19 (**expires 3/18/22**)
- Delaware Department of Natural Resources and Environmental Control (DNREC) Wetlands & Subaqueous Lands Section (WLSL) – Subaqueous Lands Permit – SP-228/19 – dated 9/20/19 (**expires 9/20/22**)
- Delaware Coastal Zone Management (CZM) – Issued – Project is not located in a Critical Resource Water



- DNREC Water Quality Certification (WQC) - Issued – Project is not located in a Critical Resource Water

SPECIFIC REQUIREMENTS:

Compliance with all requirements of the permits is the responsibility of the contractor, who will follow all special conditions or requirements as stated within those permits. The contractor will be subject to penalties, fines, and the risk of shut down as mandated by laws governing permitting agencies if such conditions and requirements are violated or ignored. Therefore, all special conditions, general requirements, and/or other required provisions specified within the permits must be followed. Those obligations are indicated or listed within the permit package, which can be obtained from the DelDOT Contract Administration Office.

Additional requirements by DelDOT not specified within the permits, but listed below, are also the responsibility of the contractor. Noncompliance with these requirements may result in shut down of the project at the contractor's expense.

1. The contractor shall employ measures during construction to prevent spills of fuels or lubricants. If a spill should occur, efforts shall be undertaken to prevent its entry into wetlands, aquatic, or drainage areas. Any spills entering wetlands, aquatic, or drainage areas shall be removed immediately. The Division of Water Resources (DNREC), Wetlands & Aquatic Protection Branch, 302-739-4691, shall be notified of any spill(s) within six (6) hours of their occurrence. That office will determine the effectiveness of spill and contamination removal and specify remediation efforts as necessary.
2. All construction debris, excavated material, brush, rocks, and refuse incidental to the work shall be placed either on shore above the influence of flood waters or on some suitable disposal site approved by the department.
3. The disposal of trees, brush, and other debris in any stream corridor, wetland surface water or any drainage ditch is prohibited.
4. There shall be no stockpiling of construction materials or temporary fills in wetlands or subaqueous lands unless otherwise specified on project plans and approved by permitting agencies that govern them. It is the contractor's responsibility to coordinate and secure those additional permits/amendments in deviating from the plan.
5. Construction debris shall be kept from entering adjacent waterways, wetlands, ground cover, or drainage areas. Any debris that enters these areas shall be removed immediately. Netting, mats, or establishing confined work areas in stages may be necessary to address these issues.
6. Refuse material resulting from routine maintenance of worker equipment and heavy machinery is prohibited from being disposed or deposited onto or into the ground. All used oils and filters must be recycled or disposed of properly.

7. Use of harmful chemical wash water to clean equipment or machinery is discouraged. If undertaken, the residue water and/or material must be collected or contained such that it will be disposed of properly. It shall not be deposited or disposed of in waterways, streams, wetlands, or drainage areas.
8. The contractor shall follow all requirements as indicated in the Environmental Compliance Sheet. It is be the contractor's responsibility to ensure that workers also follow this requirement. As part of the restrictions, please note the timetables reflected in the contract for the in-stream/water work for endangered species protection.
9. Fill material shall be free of oil and grease, debris, wood, general refuse, plaster and other pollutants, and shall contain no broken asphalt.

ENVIRONMENTAL COMPLIANCE SHEET:

The contractor shall pay special attention to specific construction requirements as indicated in the US Army Corps of Engineer and DNREC Subaqueous Lands Permit as well as the Environmental Compliance (EC) Sheet.

Specifically, please note the environmental requirements as indicated in the following notes:

- Natural Resource Issues – See EC note 2.
 - No work can occur within Records Pond from April 1 to July 15 (see below for details)
 - No work can occur inside the spillway and downstream of the dam from March 1 to July 15 and from August 15 to November 1. (see below for details)
 - Fisheries: Atlantic Sturgeon, A federally protected species (also state listed as endangered), occurs in the Nanticoke River System. Division Research has revealed two acoustically tagged sturgeon 1.7 river miles below the Records Pond Dam. Therefore, Atlantic Sturgeon could be in the project area from mid-August to October. To protect these species, **no in-water work shall be performed between March 15 and July 1 and from September 15 to November 1** (inclusive, any calendar year) – (DNREC permit Special Condition #6)
 - Fisheries: To protect blackbanded sunfish, ironcolor shiner, and largemouth bass, **no in-water work shall occur in Records Pond from April 1 to July 15**. (DNREC permit Special Condition #3)
 - Fisheries: To protect spawning American shad, blueback herring, and alewife, **no in-water work shall occur in Broad Creek from March 15 to June 1**. (DNREC permit Special Condition #4)
 - To minimize impacts to State-rare mussel species, measures shall be taken to minimize sedimentation. (DNREC permit Special Condition #8)
 - To minimize acoustic stress to species protected by the Endangered Species Act, **all in-water pile driving activities shall be done in stages and a 20 minute “soft start” shall be utilized from August**

15 through October 30. (DNREC permit Special Condition #15 and COE Project Specific Special Condition #5)

- Cultural Resources –
 - BR 3-329 is individually eligible for listing on the National Register of Historic Places (NRHP) and work on the south side of the Dam is located within the Laurel Historic District which is listed on the NRHP. If the scope should change, DelDOT Environmental Studies section must be notified immediately to approve any changes or re-evaluated the section 106 finding.
 - If any unforeseen damage occurs to BR 3-329, DelDOT's Environmental Studies Section must be contacted to ensure that the SHPO, FHWA, or others are consulted on ways to repair the damage is consistent with the Secretary of the Interior's standards.
 - Per Note #5 on the Construction plan (Sheet 10) – Planting guidance - As a condition of the finding of No Adverse Effect, after completion of the project, DelDOT will add plantings along the back side of the parking lot on Cooper Street to provide a visual buffer to the Laurel Historic District. This will occur upon final acceptance of the contract, please notify Alex Tarantino and Roadside Environmental.
- Stream Restoration – See EC note 4.
- Protection of Resources – See EC note 5.
- DNREC permit Special Condition #7 and COE Essential Fish Habitat condition (b)
 - Work within cofferdams that fully enclose and dewater the project area may proceed any time during the year provided that the cofferdams are installed or removed outside of the seasonal work restriction and do not preclude the free movement of migrating and spawning aquatic species
- DelDOT Environmental Studies Section (302) 760-2259 or DOT_EnvironmentalStudies@delaware.gov must be notified if there are any changes to the project methods, footprint, materials, or designs, to allow the Department to coordinate with the appropriate resource agencies (COE, DNREC, and SHPO), for approval.



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

JENNIFER COHAN
 SECRETARY

RAILROAD STATEMENT

For

State Contract No.: T201507605

Federal Aid No.:

Project Title: Records Pond Dam Improvements

The following railroad companies maintain facilities within the contract limits:

- | | |
|--|---|
| <input type="checkbox"/> Amtrak | <input type="checkbox"/> Maryland & Delaware |
| <input type="checkbox"/> CSX | <input type="checkbox"/> Norfolk Southern |
| <input type="checkbox"/> Delaware Coast Line | <input type="checkbox"/> Wilmington & Western |
| <input type="checkbox"/> East Penn | <input checked="" type="checkbox"/> None |

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

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

- No Railroad involvement.
- Railroad Agreement unnecessary but railroad flagging required. The contractor shall follow requirements stated in the DeIDOT Maintenance of Railroad Traffic Item in the Special Provisions. Contractor shall coordinate railroad flagging with DeIDOT's Railroad Program Manager at (302) 760-2183.
- Railroad Agreement required. The necessary railroad agreement, attached, is complete and fully executed. Railroad related work to be undertaken and completed as required for proper coordination with physical construction schedules. The Contractor shall follow requirements stated in the DeIDOT Maintenance of Railroad Traffic Item in the Special Provisions. Contractor shall coordinate railroad flagging with DeIDOT's Railroad Program Manager at (302) 760-2183.

Approved As To Form:



 Robert A. Perrine
 DeIDOT Railroad Program Manager

25August,2016

 DATE

BID PROPOSAL FORMS

CONTRACT T201507605.02

UNLESS OTHERWISE DIRECTED, SUBMIT ALL FOLLOWING PAGES TO:

DEPARTMENT OF TRANSPORTATION
BIDDERS ROOM
800 BAY ROAD
DOVER, DELAWARE 19901

Identify the following on the outside of the sealed envelope:

- Contract Number T201507605.02
- Name of Contractor

CONTRACT ID: T201507605.02 PROJECT(S): T201507605

All figures must be typewritten.

CONTRACTOR : _____

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS

SECTION 0001 RECORDS POND DAM IMPROVEMENTS

0010	201000 CLEARING AND GRUBBING	LUMP		LUMP		
0020	202000 EXCAVATION AND EMBANKMENT	CY	2954.000			
0030	208000 FLOWABLE FILL	CY	112.000			
0040	209004 BORROW, TYPE C	CY	1347.000			
0050	211000 REMOVAL OF STRUCTURES AND OBSTRUCTIONS	LUMP		LUMP		
0060	211500 TREE REMOVAL, 6" TO 15" DIAMETER	EACH	8.000			
0070	211501 TREE REMOVAL, GREATER THAN 15" TO 25" DIAMETER	EACH	12.000			
0080	211502 TREE REMOVAL, GREATER THAN 25" TO 37" DIAMETER	EACH	9.000			
0090	211503 TREE REMOVAL, GREATER THAN 37" TO 49" DIAMETER	EACH	3.000			

CANNOT BE USED FOR BIDDING

CONTRACT ID: T201507605.02 PROJECT(S): T201507605

All figures must be typewritten.

CONTRACTOR : _____

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0100	211504 TREE REMOVAL, GREATER THAN 49" DIAMETER	1.000 EACH				
0110	301001 GRADED AGGREGATE BASE COURSE, TYPE B	337.000 CY				
0120	301002 GRADED AGGREGATE BASE COURSE, TYPE B, PATCHING	15.000 CY				
0130	302003 DELAWARE NO. 8 STONE	98.000 TON				
0140	302501 BLENDED AGGREGATE	1717.000 TON				
0150	401005 SUPERPAVE TYPE C, PG 64-22 (CARBONATE STONE)	401.000 TON				
0160	401014 SUPERPAVE TYPE B, PG 64-22	126.000 TON				
0170	401027 BITUMINOUS CONCRETE, SUPERPAVE TYPE B, 160 GYRATIONS PG 64-22 PATCHING	9.000 TON				
0180	503006 DOWEL BARS	16.000 EACH				
0190	604500 COFFERDAMS	LUMP	LUMP			

CANNOT BE USED FOR BIDDING

CONTRACT ID: T201507605.02 PROJECT(S): T201507605

All figures must be typewritten.

CONTRACTOR : _____

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0200	605025 FURNISH STEEL H PILES, HP 14" X 89"	5285.000 LF				
0210	605075 FURNISH STEEL H INDICATOR OR TEST PILES, HP 14" X 89"	120.000 LF				
0220	605125 INSTALL STEEL H PILES, HP 14" X 89"	5285.000 LF				
0230	605175 INSTALL STEEL H INDICATOR OR TEST PILES, HP 14" X 89"	120.000 LF				
0240	605201 DYNAMIC PILE TESTING BY CONTRACTOR	6.000 EACH				
0250	608001 STEEL SHEET PILES, PZ 27	28123.000 SF				
0260	608030 SHEET PILE WALL TIE-BACK SYSTEM	LUMP	LUMP			
0270	610000 PORTLAND CEMENT CONCRETE MASONRY, CLASS A	669.000 CY				
0280	611001 BAR REINFORCEMENT, EPOXY COATED	40982.000 LB				
0290	615000 STEEL STRUCTURES	2172.000 LB				

CANNOT BE USED FOR BIDDING

CONTRACT ID: T201507605.02 PROJECT(S): T201507605

All figures must be typewritten.

CONTRACTOR : _____

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0300	615508 STAINLESS STEEL SLIDE GATE	2.000 EACH				
0310	626010 ALUMINUM PEDESTRIAN RAILING	597.000 LF				
0320	628070 DRILLING HOLES AND INSTALLING DOWELS	762.000 EACH				
0330	701012 PORTLAND CEMENT CONCRETE CURB, TYPE 1-6	365.000 LF				
0340	701013 PORTLAND CEMENT CONCRETE CURB, TYPE 1-8	180.000 LF				
0350	701505 PORTLAND CEMENT CONCRETE PARKING BUMPER	2.000 EACH				
0360	701506 REMOVE AND RESET PORTLAND CEMENT CONCRETE PARKING BUMPERS	25.000 EACH				
0370	705001 PORTLAND CEMENT CONCRETE SIDEWALK, 4"	8280.000 SF				
0380	705007 SIDEWALK SURFACE DETECTABLE WARNING SYSTEM	103.000 SF				
0390	705008 PEDESTRIAN CONNECTION, TYPE 1	613.000 SF				

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CONTRACTOR : _____

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0400	705009 PEDESTRIAN CONNECTION, TYPE 2, 3, AND/OR 4	87.000 SF				
0410	706000 MONUMENT	3.000 EACH				
0420	707017 RIPRAP, R-6	800.000 TON				
0430	707500 CHANNEL BED FILL	225.000 CY				
0440	708003 GEOTEXTILES, RIPRAP	417.000 SY				
0450	709000 PERFORATED PIPE UNDERDRAINS, 4"	320.000 LF				
0460	720021 GALVANIZED STEEL BEAM GUARDRAIL, TYPE 1-31	338.000 LF				
0470	720031 GUARDRAIL MOUNTED RAILING	384.000 LF				
0480	720502 LONG SPAN GUARDRAIL	2.000 EACH				
0490	720556 BOLLARD	22.000 EACH				

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CONTRACTOR : _____

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0500	721000 GUARDRAIL END TREATMENT, TYPE 1-31, TEST LEVEL 2	4.000 EACH				
0510	727006 TEMPORARY CONSTRUCTION FENCE	935.000 LF				
0520	760010 PAVEMENT MILLING, BITUMINOUS CONCRETE PAVEMENT	5212.000 SYIN				
0530	762000 SAW CUTTING, BITUMINOUS CONCRETE	659.000 LF				
0540	762001 SAW CUTTING, CONCRETE, FULL DEPTH	13.000 LF				
0550	763000 INITIAL EXPENSE/DE-MOBILIZATION	LUMP	LUMP			
0560	763501 CONSTRUCTION ENGINEERING	LUMP	LUMP			
0570	763508 PROJECT CONTROL SYSTEM DEVELOPMENT PLAN	LUMP	LUMP			
0580	763509 CPM SCHEDULE UPDATES AND/OR REVISED UPDATES	12.000 EAMO				
0590	763514 BUOY	3.000 EACH				

CANNOT BE USED FOR BIDDING

CONTRACT ID: T201507605.02

PROJECT(S): T201507605

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CONTRACTOR : _____

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0600	763598 FIELD OFFICE, SPECIAL I	12.000 EAMO				
0610	801500 MAINTENANCE OF TRAFFIC, ALL INCLUSIVE	LUMP	LUMP			
0620	803001 FURNISH AND MAINTAIN PORTABLE CHANGEABLE MESSAGE SIGN	20.000 EADY				
0630	811003 FLAGGER, SUSSEX COUNTY, STATE	40.000 HOUR				
0640	811015 FLAGGER, SUSSEX COUNTY, STATE, OVERTIME	10.000 HOUR				
0650	817002 PERMANENT PAVEMENT STRIPING, SYMBOL/LEGEND, ALKYD-THERMOPLASTIC	350.000 SF				
0660	817013 PERMANENT PAVEMENT STRIPING, EPOXY RESIN PAINT, WHITE/YELLOW, 5"	1030.000 LF				
0670	817017 PREFORMED RETROREFLECTIVE THERMOPLASTIC MARKINGS, HANDICAP SYMBOL	9.000 EACH				
0680	819016 INSTALLATION OF 4" DIAMETER HOLE, LESS THAN OR EQUAL TO 6" DEPTH	1.000 EACH				

CONTRACT ID: T201507605.02

PROJECT(S): T201507605

All figures must be typewritten.

CONTRACTOR : _____

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0690	819018 INSTALLATION OR REMOVAL OF TRAFFIC SIGN(S) ON SINGLE SIGN POST	EACH 37.000				
0700	819019 INSTALLATION OR REMOVAL OF TRAFFIC SIGN(S) ON MULTIPLE SIGN POSTS	SF 10.000				
0710	905001 SILT FENCE	LF 1020.000				
0720	906002 DEWATERING BAG	EACH 21.000				
0730	906003 SUMP PIT	EACH 8.000				
0740	908004 TOPSOIL, 6" DEPTH	SY 2691.000				
0750	908014 PERMANENT GRASS SEEDING, DRY GROUND	SY 2003.000				
0760	908017 TEMPORARY GRASS SEEDING	SY 1000.000				
0770	908019 PERMANENT GRASS SEEDING, STREAMBANK	SY 689.000				
0780	908020 EROSION CONTROL BLANKET MULCH	SY 689.000				

CONTRACT ID: T201507605.02

PROJECT(S): T201507605

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CONTRACTOR : _____

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0790	908023 STABILIZED CONSTRUCTION ENTRANCE	55.000 SY				
0800	909004 TURBIDITY CURTAIN, FLOATING	814.000 LF				
	SECTION 0001 TOTAL					
	TOTAL BID					

CANNOT BE
USED FOR
BIDDING



**AFFIDAVIT
OF
EMPLOYEE DRUG TESTING PROGRAM**

4104 Regulations for the Drug Testing of Contractor and Subcontractor Employees Working on Large Public Works Projects requires that Contractors and Subcontractors implement a program of mandatory drug testing for Employees who work on Large Public Works Contracts funded all or in part with public funds.

We hereby certify that we have in place or will implement during the entire term of the contract a Mandatory Drug Testing Program for our employees on the jobsite, including subcontractors, that complies with this regulation:

Contractor Name: _____

Contractor Address: _____

Authorized Representative (typed or printed): _____

Authorized Representative (signature): _____

Title: _____

Sworn to and Subscribed before me this _____ day of _____ 20____.

My Commission expires _____. NOTARY PUBLIC _____.

THIS PAGE MUST BE SIGNED, NOTARIZED, AND RETURNED WITH YOUR BID.

(This form is required from the prime contractor only, not required from subcontractors)

CERTIFICATION
Contract No. T201507605.02

The undersigned bidder, _____
whose address is _____
and telephone number is _____ hereby certifies the following:

I/We have carefully examined the location of the proposed work, the proposed plans and specifications, and will be bound, upon award of this contract by the Department of Transportation, 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 necessary machinery, tools, labor and other means of construction, and to do all the work and to furnish all the materials necessary to perform and complete the said contract within the time and as required in accordance with the requirements of the Department of Transportation, and at the unit prices for the various items as listed on the preceding pages.

The foregoing quantities are considered to be approximate only and are given as the basis for comparison of bids. The Department of Transportation may increase or decrease the amount of any item or portion of the work as may be deemed necessary or expedient. Any such increase or decrease in the quantity for any item will not be regarded as a sufficient ground for an increase or decrease in the unit prices, nor in the time allowed for the completion of the work, except as provided in the contract.

Accompanying this proposal is a surety bond or a security of the bidder assigned to the Department of Transportation, for at least ten (10) percentum of total amount of the proposal, which deposit is to be forfeited as liquidated damages in case this proposal is accepted, and the undersigned shall fail to execute a contract with necessary bond, when required, for the performance of said contract with the Department of Transportation, under the conditions of this proposal, within twenty (20) days after date of official notice of the award of the contract as provided in the requirement and specifications hereto attached; otherwise said deposit is to be returned to the undersigned.

I/We are licensed, or have initiated the license application as required by Section 2502, Chapter 25, Title 30, of the Delaware Code.

By submission of this proposal, each bidder and each person signing on behalf of any bidder, certifies as to its own organization, under penalty of perjury, that to the best of each signer's knowledge and belief:

1. The prices in this proposal have been arrived at independently without collusion, consultation, communication, or Agreement with any other bidder or with any competitor for the purpose of restricting competition.
2. Unless required by law, the prices which have been quoted in this proposal have not been knowingly disclosed and will not knowingly be disclosed by the bidder, directly or indirectly, to any other bidder or competitor prior to the opening of proposals.
3. No attempt has been made or will be made by the bidder to induce any other person, partnership, or corporation to submit or not to submit a proposal for the purpose of restricting competition.

I/We acknowledge receipt and incorporation of addenda to this proposal as follows:

No.	Date								
_____	_____	_____	_____	_____	_____	_____	_____	_____	_____

BIDDERS MUST ACKNOWLEDGE RECEIPT OF ALL ADDENDA

MUST INSERT DATE OF FINAL QUESTIONS AND ANSWERS ON WEBSITE: _____



AFFIRMATION:

Within the past five (5) years, has your firm, any affiliate, any predecessor company or entity, owner, Director, officer, partner or proprietor been the subject of a Federal, State, Local government suspension or debarment?

YES _____ NO _____ if yes, please explain _____

Agreement to Accept Retainage

"Bidder acknowledges that if its Performance-Based Rating as defined in 29 Del.C. §6962 and section 2408 NEW of Title 2 of Delaware's Administrative Code is below the required minimum threshold, as a condition to bid, Bidder acknowledges, consents and agrees to the Department withholding retainage of up to 5% from the monies due at the time of each progress payment under the contract."

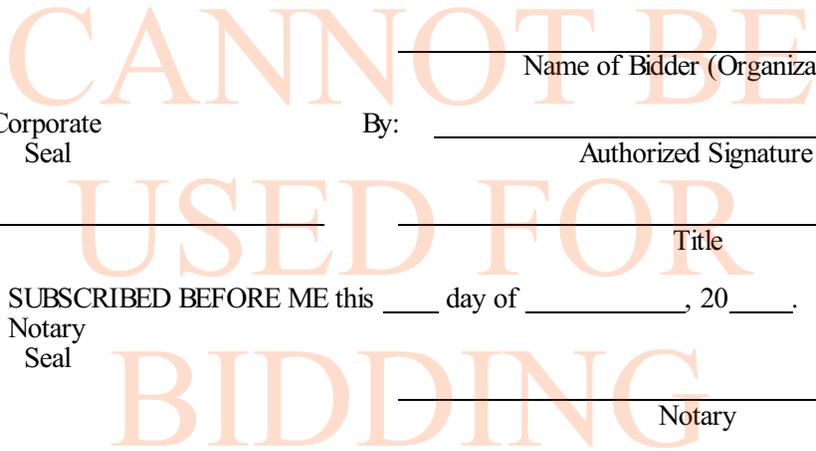
Sealed and dated this _____ day of _____ in the year of our Lord two thousand _____ (20____).

Name of Bidder (Organization)
Corporate Seal By: _____
Authorized Signature

Attest _____
Title

SWORN TO AND SUBSCRIBED BEFORE ME this ____ day of _____, 20____.

Notary Seal _____
Notary



BID BOND

TO ACCOMPANY PROPOSAL
(Not necessary if security is used)

KNOW ALL MEN BY THESE PRESENTS That: _____
of _____ in the County of _____ and State of _____
as **Principal**, and _____ of _____ in the County of _____
and State of _____ as **Surety**, legally authorized to do business in the
State of Delaware ("**State**"), are held and firmly bound unto the **State** in the sum of _____
Dollars (\$ _____), or _____ percent not to exceed _____
Dollars (\$ _____) of amount of bid on Contract
No. T201507605.02 , to be paid to the **State** for the use and benefit of its Department of Transportation
("**DelDOT**") 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.

NOW THE CONDITION OF THIS OBLIGATION IS SUCH That if the above bounden **Principal** who
has submitted to the **DelDOT** a certain proposal to enter into this contract for the furnishing of certain
materiel and/or services within the **State**, shall be awarded this Contract, and if said **Principal** shall well and
truly enter into and execute this Contract as may be required by the terms of this Contract and approved by
the **DelDOT**, this Contract to be entered into within twenty days after the date of official notice of the award
thereof in accordance with the terms of said proposal, then this obligation shall be void or else to be and
remain in full force and virtue.

Sealed with _____ seal and dated this _____ day of _____ in the year of our Lord
two thousand and _____ (20____).

SEALED, AND DELIVERED IN THE
presence of

Name of Bidder (Organization)

Corporate
Seal

By: _____

Authorized Signature

Attest _____

Title

Name of **Surety**

Witness: _____

By: _____

Title