



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

JACK MARKELL  
GOVERNOR

JENNIFER COHAN  
SECRETARY

**VIA WEBSITE POSTING**

(302) 760-2030  
FAX (302) 739-2254

December 15, 2016

Contract No. T201607002  
Design-Build Project for Statewide Pipe Replacements  
Statewide

Ladies and Gentlemen:

Enclosed is Addendum No. 2 for the referenced contract consisting of the following:

1. The Bid Proposal Cover, revised, to be substituted for the same page in the Proposal.
2. Addendum No. 1 addressed the below Question & Answer, it stated additional information would follow for Pre-Approval.

**Question:** Can you provide list of approved right-of-way firms.

**Answer:** Department-approved full service right-of-way firms include Century Engineering, Johnson Mirmiran & Thompson, and Colan Associates. Since Century Engineering is ineligible to participate on a D-B Team, we will allow the D-B Team to submit other potential firms for approval prior to the proposal submittal due date. Additional information for pre-approval will follow.

**Additional Information for Pre-Approval:** For pre-approval of a right-of-way firm, submit a write-up of the proposed firm's experience related to the items outlined in the Right-of-Way Performance Specifications in RFP Section 3. The write-up should also include the number of years incorporated under the same name and the experience of the key personnel proposed to be involved. The submission must be made to [DOT-ask@state.de.us](mailto:DOT-ask@state.de.us) at least 14 calendar days in advance of the technical proposal due date listed in Section 1.5 of the ITP.

3. One (1) page, Request for Proposals, paragraph B2.0 Price Proposal, revised, to be substituted for the same page in the proposal.
4. One (1) page, Request for Proposals, paragraph B3.1 Price Proposal, Table B-1 Price Proposal Chart, revised, to be substituted for the same form in the Proposal.
5. Two (2) pages, Request for Proposals, Part 1, Appendix A, Project Site Locations, pages 35 & 36 of the PDF Document have been deleted from the Proposal. New Page 35A has been added to the Proposal.
6. One (1) page, Request for Proposals, Part 2, Appendix 109A, Forms, DB Section 109, Lump Sum Price Progress and Payment, Forms Index, revised, to be substituted for the same page in the Proposal.
7. One (1) page, Request for Proposals, Part 2, Section 100, page 65, paragraph DB 104-2 Intent of Contract, revised, to be substituted for the same page in the Proposal.

8. One (1) page, Request for Proposals, Part 2, Section 100, page 66, paragraph DB 104-4 Maintaining Traffic, revised, to be substituted for the same page in the Proposal.
9. One (1) page, Request for Proposals, Part 2, Section 100, page 81, paragraph DB 105-12.1 Design Mobilization and Workshop Meeting, revised, to be substituted for the same page in the Proposal.

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

Sincerely,

*~signature on file~*

Robert A. Kovacs

Competitively Bid Contracts Coordinator

**STATE OF DELAWARE**



**DEPARTMENT OF TRANSPORTATION**

**DESIGN-BUILD PROJECT**

for

**STATEWIDE PIPE REPLACEMENTS**

State Contract T201607002

Federal Aid Contract EBROS-2016(26)

**REQUEST FOR ~~QUALIFICATIONS PROPOSALS~~**

**- INSTRUCTIONS TO PROPOSERS -**

Advertisement Date: October 31, 2016

**A MANDATORY PRE-PROPOSAL MEETING WILL BE HELD AT THE  
DeIDOT ADMINISTRATION BUILDING, 800 BAY ROAD, DOVER, DELAWARE 19901 AT:  
10:00 A.M. on NOVEMBER 15, 2016**

**Responses must be delivered to the Delaware Department of Transportation, Administration Building,  
800 Bay Road, Dover, Delaware, 19901 Attention: Contract Administration, by dates shown in Section 1.5**

## **B1.0 INTRODUCTION**

The Instructions to Proposers (ITP) Appendix B specifies the Pricing Information to be submitted by all Proposers.

All named forms are found in [ITP Appendix C](#) unless otherwise noted.

Submit all specified information using the forms and formats specified.

## **B2.0 PRICE PROPOSAL**

Submit a Price Proposal using the forms listed below and provided in [ITP Appendix C](#). Failure to provide the requested information on the forms and in the format specified may result in the Department declaring the Price Proposal non-responsive.

Upon Award, the Price Proposal of the selected Proposer will be incorporated into the Contract Documents at Part 5.

Submit the Price Proposal under separate cover, clearly marked as required in [ITP Section 2.8.1\(A\)](#) by the Proposal due date to the addressee and address specified in [ITP Section 1.5.2](#).

The Price Proposal shall consist of:

- A) Proposal Security Bond;
- B) Form PP - Price Proposal cover sheet;
- C) Form SP - Schedule of Prices;
- D) Form PC1 - General Requirements and Project Management;
- E) Form PC2 - Engineering and Design Activities;
- F) Form PC3 - Construction Activities;
- ~~G) Form SOV - Schedule of Values;~~
- H) Form LSI - Letter of Subcontract Intent; and
- ~~I) Copy of Proposed Baseline Schedule (see [ITP Appendix A, Section A4.2.3](#).)~~

### **B2.1 PRICE PROPOSAL SUBMITTAL**

The Proposer shall submit the forms identified in [Section B2.0](#) in a separate, sealed envelope.

The Proposer shall secure Form PP to the outside of the envelope containing the forms listed in [Section B2.0](#). The signature requirements for Form PP are the same as the signature requirements for the [Proposal Certification](#). (See [Appendix A, Section A3.2\(A\)](#).)

### **B2.2 SCHEDULE OF PRICES (FORM SP)**

Complete and submit Form SP in compliance with the following instructions:

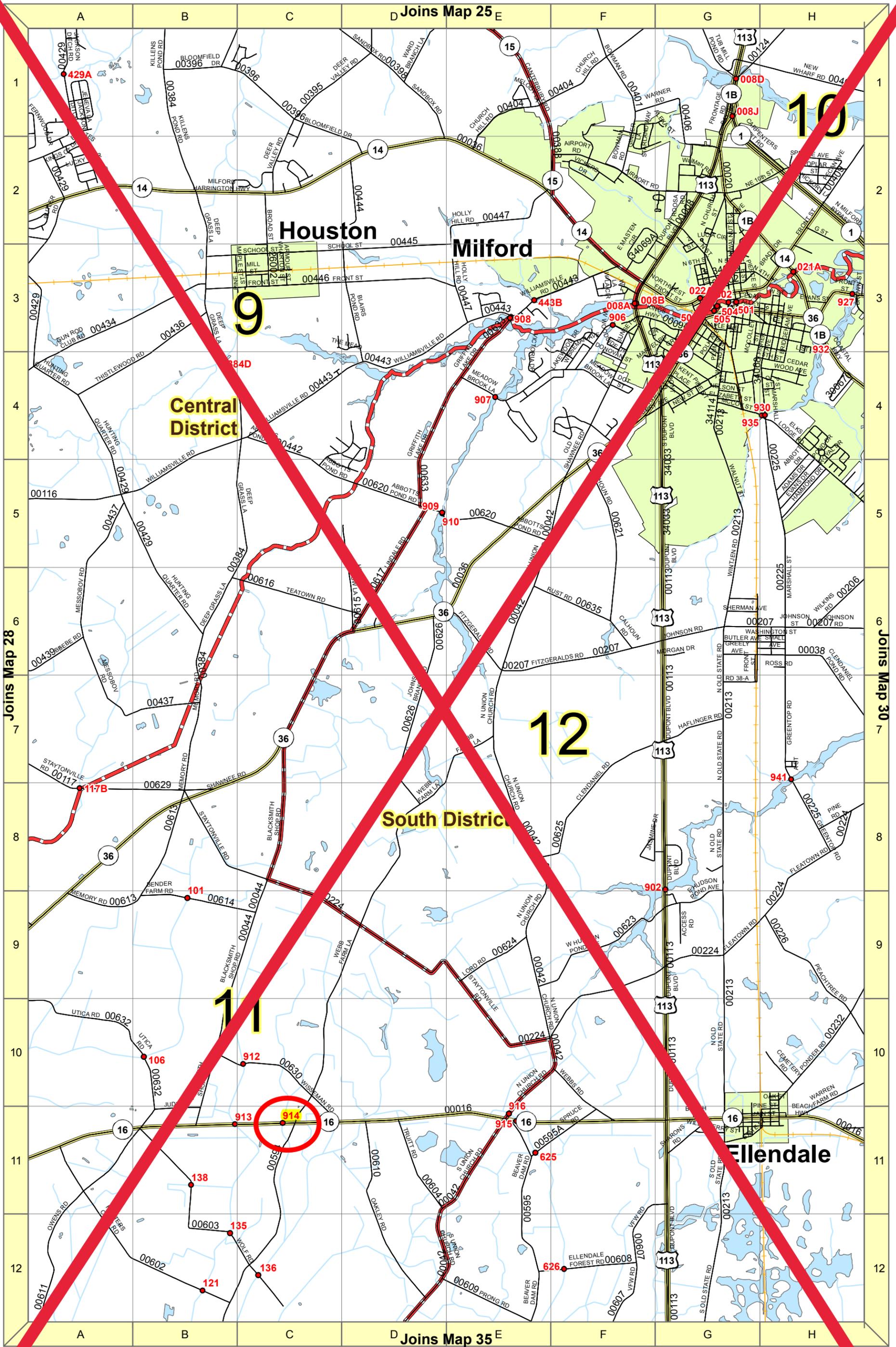
- A) Provide a lump sum price [the Project Component Value (PCV)] for each Project Component Code on Form SP. If the Proposer shows any components for a Project Section, such as Material, show a lump sum price for such components on Form SP;
- B) If the Proposer plans to request payment for any Material upon delivery to the Site, identify the specific type of Material and the price assigned to the Material on Form SP as a separate activity in the applicable Project Component;
- C) For Forms PC 1, 2, and 3, provide a lump sum price for each of the items listed on the form; and
- D) The sum of the Project Component Values shall be the Proposal Price. The Proposal Price will become the Contract Price upon Award of the Contract.

**B3.0 FORMAT FOR SUBMITTAL OF PRICING DOCUMENTS**

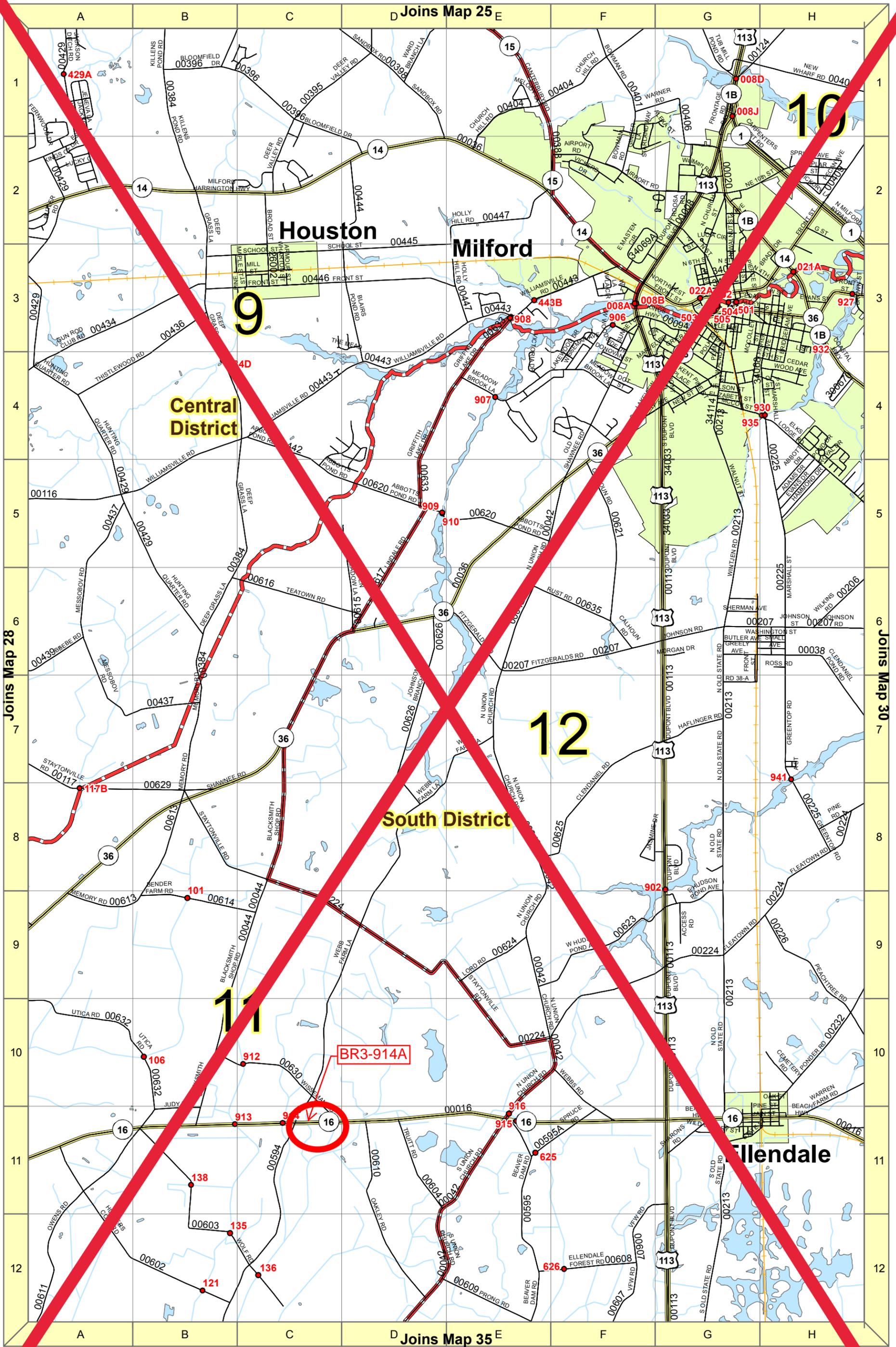
**B3.1 PRICE PROPOSAL**

The Proposer shall organize and submit the lump sum Price Proposal in the format shown in [Table B-1](#) by the Proposal due date.

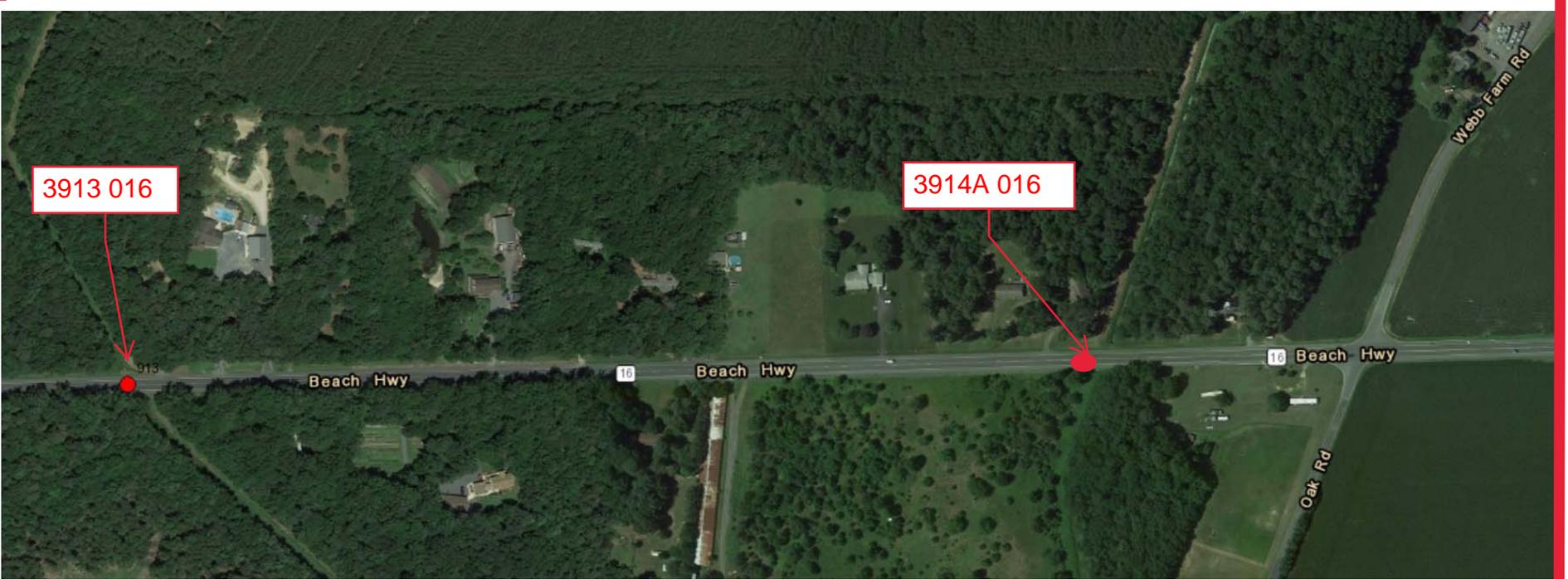
<b>Table B-1 Price Proposal</b>		
<b>Section</b>	<b>Description</b>	<b>Appendix Reference</b>
Section 1 (affixed to outside of sealed envelope)	<ul style="list-style-type: none"> <li>• Form PP Price Proposal Cover Sheet</li> </ul>	<a href="#">B2.1</a>
Section 2	<ul style="list-style-type: none"> <li>• Form SP Schedule of Prices;</li> <li>• Form PC1 General Requirements and Project Management;</li> <li>• Form PC2 Project-Wide Engineering and Design Activities;</li> <li>• Form PC3 Project-Wide Construction;</li> <li>• <del>Form SOV Schedule of Values</del></li> </ul>	<a href="#">B2.2</a> <a href="#">B2.2.1</a> <a href="#">B2.2.2</a> <a href="#">B2.2.3</a> <del><a href="#">B2.2.4</a></del>
Section 3	Other Proposal Documents <ul style="list-style-type: none"> <li>• Bid Bond</li> <li>• Form NS and Form LSI</li> <li>• Proposal Certification</li> </ul>	<a href="#">B2.3</a> <a href="#">B2.4</a> <a href="#">B2.5</a>



1 inch equals 0.75 miles



1 inch equals 0.75 miles



**DB SECTION 109**  
**LUMP SUM PRICE, PROGRESS, AND PAYMENT**

**APPENDIX 109A**

**FORMS INDEX**

Form 109-06	Certificate of Title to Materials Stored, or to be Stored, for Department of Transportation Project	Incorporation into Delaware
Form CN-91	General Contractor's Certification of Payment	
Form RPP	Request for Periodic Payment and Periodic Certification Summary Sheet	
Forms PC1-PC3	See Instructions to Proposers, Appendix C <del>Form SOV</del>	
<del>See Instructions to Proposers, Appendix C Form SP</del>		
<del>See Instructions to Proposers, Appendix C</del>		



## DB SECTION 104

### SCOPE OF WORK

#### DB 104-1 WORK REQUIRED

The Design-Builder shall be required to perform all Work included in Part 1, Project Scope as well as any other Work outlined in the Contract. The Design-Builder shall be required to protect all properties, utilities, and existing Highway facilities within or adjacent to the Right of Way (ROW) and to repair or replace any such properties, utilities and facilities damaged or destroyed by construction operations by the Design-Builder or any employee or Subcontractor.

The Design-Builder shall be responsible for the Work of its various Subcontractors and for the coordination of all construction activities. Their respective operations shall be arranged and conducted so as to avoid delays. The Design-Builder shall closely coordinate Subcontractor Work, Material deliveries and construction operations when the Work of the Design-Builder overlaps or ties into Work of another Contractor.

Any modification, removal, and/or replacement of Work already in place due to delays or oversights by the Design-Builder or its Subcontractors shall be performed at the Design-Builder's expense. Such modification, replacement or repair work shall not be the basis for a claim for extra compensation.

The Design-Builder shall provide preventive and corrective maintenance of all Work until Final Acceptance by the Department.

#### DB 104-2 INTENT OF CONTRACT

The intent of the Contract is to provide for performance and completion of the Work described. The Design-Builder shall furnish all labor, Materials, Equipment, tools, transportation, and supplies required to complete the Work in accordance with the Plans, Project Specifications, and terms of the Contract.

When an item in the Contract requires the Design-Builder to make a choice between more than one Material, standard, procedure, etc., the Design-Builder shall indicate the choice to the Department's Project Manager in writing.

When the Project Specifications reference or require the use of "manufacturer's recommendations or specifications," the Design-Builder shall provide the Department's Project Manager with a current copy of these recommendations or Specifications prior to initiating Work that incorporates such information.

NTP for the contract will be issued within 15 Calendar Days of the Design Mobilization Workshop outlined in Section 105-12.1. Contract completion time is 1461 Calendar Days from NTP.

#### DB 104-3 ALTERATION OF THE CONTRACT

The Department reserves the right to order Work not provided for in the Contract whenever such Work is found essential or desirable to satisfactorily complete the Contract within its intended scope. Such Work shall be performed in accordance with the Specifications and as directed. Payment for such Work will be made as provided in [DB Section 109](#).

The Department reserves the right to order changes in details, including changes in Materials, processes, and sequences, whenever such changes are in the best interests of the public or are necessary or desirable to satisfactorily complete the Work. Such changes in details shall be performed in accordance with the [Specifications and as directed. Payment will be made as provided in DB Section 109.](#)



## Delaware Department of Transportation

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Alterations to the Contract as provided for by this [DB Section 104-3](#) shall not invalidate the Contract nor release the Surety. The Design-Builder agrees to accept the Work as altered as if it had been part of the original Contract. The Design-Builder shall notify the Surety of any alterations to the Contract.

Alterations of the Contract shall not involve Work beyond the physical limits of the proposed Work, except as necessary to satisfactorily complete the Project or as addressed by [DB Section 104-7](#).

### **DB 104-4 MAINTAINING TRAFFIC**

The Design-Builder shall keep all roads open to all traffic during the construction, when practicable. Where approved by the Department, traffic may be bypassed over an approved detour route. The Design-Builder shall keep the section of the Project being used by public traffic in a condition that safely and adequately accommodates traffic. The Design-Builder shall furnish, erect, and maintain barricades, suitable lights, drums, warning signs, delineators, striping, and flaggers, in accordance with the Department's Manual on Uniform Traffic Control Devices (MUTCD).

The Design-Builder shall bear all expense of maintaining the section of road undergoing improvement including all temporary approaches or crossings and intersections with trails, roads, Streets, businesses, parking lots, residences, garages, farms, and other features as may be necessary. ~~The Design Builder shall also bear all expense for repairing pavement on approved detour routes when diverting traffic onto a roadway with a lower functional classification and for all roadways that are damaged by the Design-Builder during site construction. Repairs may include, but are not limited to, pavement patching, pavement overlay or pavement reconstruction. Detour routes shall be reviewed with the Design Builder prior to implementation to agree upon the condition. Snow removal along routes open to traffic will not be required of the Design Builder.~~

If the Design-Builder does not complete the Work within the Contract completion time (including approved extension time), the cost of all traffic control items to maintain traffic as required in accordance with the MUTCD (including all subsequent revisions up to the date of the Advertisement of the Project), the Plans, and Specifications shall be borne by the Design-Builder to complete the remaining work beyond the Contract time. Traffic control items shall include but not be limited to warning lights, warning signs, barricades, plastic drums, Portland Cement Concrete safety barrier, flaggers, police officers, arrow panel, message board, and portable impact attenuator.

See [Contract Documents Part 3 – Appendix C](#), Traffic Management Plan (TMP), and [Contract Documents Part 4 - Special Provisions](#) for additional requirements.

### **DB 104-5 FINAL CLEANING OF PROJECT SITE**

Before final inspection of the Project, the Project, publicly owned borrow sources, and all areas occupied or affected by the Design-Builder in connection with the Work within the right-of-way shall be cleaned of all rubbish, excess Materials, temporary Structures, and equipment. All surfaces and slopes, whether old or new, shall be trimmed to the cross-section, all grass and weeds, which are taller than 6" shall be cut and all parts of the work shall be left in an acceptable condition. The acceptability of the final cleanup shall be at the sole determination of the Department. The cost of the final cleanup shall be incidental to the Contract and no separate payment will be made.

### **DB 104-6 GUARANTEES**

The Design-Builder guarantees, by signing the Contract, electrical equipment, apparatus, Materials, and workmanship provided under the Contract for a minimum period of one year after Final Acceptance. See [Contract Documents Part 3 – Appendix A](#), Performance Specifications.



Deficiencies, non-compliance, errors, and/or omissions will be documented by the Department in written Non-Conformance Reports (NCRs). The Design-Builder shall respond to and address issues covered by NCRs and shall bring the Work into compliance with Contract requirements. In such cases, the Design-Builder's corrective actions will be subjected to further Consultation and Written Comment by the Department.

Approvals will only be given by the Department for those submittals or Work specifically identified in the Contract Documents as for "Approval" or "approval."

Consultation and Written Comments or Approval by the Department of design documents, Working Plans, other required submittals, activities/actions, construction means and methods, and/or the Design-Builder's construction detail does not relieve the Design-Builder of the full responsibility for providing adequate QC measures and does not relieve the Design-Builder of providing proper and sufficient Material, Equipment, and labor to complete the Work in accordance with the Contract, Design Plans, and Project Specifications.

### **DB 105-12 MEETINGS**

The Design-Builder shall participate in meetings as indicated in this Section. The party leading the meeting shall record minutes of all meetings and distribute them within five working days of the meeting. Meeting minutes shall clearly identify the following:

- A) Date and attendees;
- B) Preparer and contact information;
- C) Action items and issues;
- D) The party responsible for the action item;
- E) The status of issues;
- F) Due dates for identified action items; and
- G) Distribution.

Action items and issues shall be retained in the minutes of subsequent meetings until the required action is completed and/or the issue is resolved.

#### **DB 105-12.1 Design Mobilization and Workshop Meeting**

Within ~~30~~ 15- Calendar Days of ~~NTP~~ contract execution, the Design-Builder's Project Manager will consult with the Department's Project Manager and will arrange and lead a meeting prior to the Design-Builder initiating additional design Work. The purpose of the meeting will be to identify the design team, key Department personnel, establish submittal and review protocols, and discuss design concepts for replacement culvert type, maintenance of stream flow, erosion and sediment control, stormwater management and temporary traffic control. The intent is to make the subsequent Design Reviews more effective and efficient for all parties. The agenda shall be developed and prepared by the Design-Builder in consultation with the Department's Project Manager and shall include the following:

- A) The organization for design including all sub-consultants, Subcontractors, or similar entities;
- B) Submittal and Approval procedures;
- C) The design schedule and time allocations for Design Reviews; and
- D) Design Quality Control and Quality Assurance.

#### **DB 105-12.2 Preconstruction Meeting**

The Design-Builder will contact the Department's Project Manager to schedule a Preconstruction Meeting prior to the start of any construction work at each construction site. Agenda items shall include, but are not limited to the following:

- A) Construction Schedule;
- B) Staging Areas;