STATE OF DELAWARE

DEPARTMENT OF TRANSPORTATION

BID PROPOSAL

for

CONTRACT T202003401.01

SINKHOLE REPAIR II, NORTH DISTRICT, OPEN END, FY20-22

NEW CASTLE COUNTY

ADVERTISEMENT DATE: December 2, 2019

COMPLETION TIME: 1,095 Calendar Days

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 31, 2019.

This Copy is for information only. You must request a CD from DelDOT in order to bid.
NEW CASTLE COUNTY

GENERAL DESCRIPTION

LOCATION

These improvements are located in NEW CASTLE 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 purpose of repairing storm drainage systems where partial or complete failures have occurred. The repair work will include, but not be limited to, the repair or complete replacement of pipes, drainage structures, damaged curb, and associated distressed pavement patching. In addition to the repair work, the contract may include installation of new drainage systems or additional components to existing systems as requested by the engineer, 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 within 1,095 Calendar Days. It is the Department's intent to issue a Notice to Proceed such that work starts on or about April 20, 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 31, 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 T202003401.01 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 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.
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*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 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
Contract No. T202003401.01

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 of 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
PREVAILING WAGES FOR **HIGHWAY CONSTRUCTION** EFFECTIVE MARCH 15, 2019

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CERTIFIED: **11/26/2019**

BY: [Signature]

ADMINISTRATOR OFFICE OF LABOR LAW ENFORCEMENT


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: T2020003401.01 Sinkhole Repair II North District Open, New Castle 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
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
Description:

This work consists of removing and disposing of trees with a diameter over 6".

Construction Methods:

The appropriate construction methods of Section 201 shall apply to this work. Final determination for removal of trees will be made by the Engineer during the construction operation.

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 or as directed by the engineer.

All portions or remnants of the tree shall become the property of the Contractor and 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. 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 will be paid for at the Contract unit price per each tree by category, as follows:

- 6" to 15" Diameter
- Greater than 15" to 25" Diameter
- Greater than 25" to 37" Diameter
- Greater than 37" to 49" Diameter
- Greater than 49" Diameter

Trees with a diameter of 6" and under 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; and for all labor, equipment, tools, and incidentals required to complete the work.

5/1/17
Description:

This work consists of the video inspection of the storm drain systems, and/or sanitary sewer systems (all pipe sizes included) in accordance with these Specifications, and the details and locations shown on the Plans and by the Engineer.

Construction Methods:

The entire system(s) involved shall be numbered and then inspected by means of a closed-circuit television. The inspection will be done one section at a time in the presence of the Department's inspector. This work shall not be performed until just prior to the placement of the final pavement surface in case repairs need to be done. But, shall be done no sooner than thirty days from the date of pipe placement. The contractor shall correct any deficiencies in the existing and newly constructed pipe run at their expense.

The television camera used for the inspection shall be specifically designed and constructed for such inspection, capable of producing color video. Lighting for the camera shall be suitable to allow a clear picture of the entire periphery of the pipe. The camera shall be operative in 100% humidity conditions. The camera shall be equipped with Pan and Tilt, capable of scanning 360° to view the entire joint. The camera, television monitor, and other components of the video system shall be capable of producing quality to the satisfaction of the Department. If unsatisfactory, the equipment shall be removed and replaced.

The condition of the entire pipe run shall be documented by moving the camera through the pipe in either direction. At each joint the camera shall stop and pan the entire circumference of the joint. Between joints, the camera shall move at a nominal speed of 10 to 15 feet per minute never exceeding 30 feet per minute. Manual winches, power winches, television cable and power rewinds or other devices shall not obstruct the camera view or interfere with proper documentation of the pipe condition.

The technician operating the camera shall be experienced and qualified in conducting video pipe inspections. The technician shall have the capability of controlling the movement of the television camera, adjusting the brightness of the built-in lighting system and focusing the television camera by remote control. The importance of accurate distance measurements is emphasized. A distance meter and location indicator shall appear on the monitor and video indicating the exact location of the camera in the pipe between (2) structures.

The view scanned by the television camera shall be transmitted to a color monitor of not less than 12 in., measured diagonally across the screen. The monitor shall be located such that the State inspector has full visual access.

Documentation:

Television Inspection Logs: Typed reports shall be submitted to the Department for each location clearly showing the relation to the video meter at each problem point observed during inspection. In addition, other points of significance such as locations of catch basins, junction boxes, manholes, open joints, areas of settlement, misaligned pipe, unplugged lift holes, unusual conditions such as a change of pipe size or type within a run, roots, laterals, storm sewer connections, broken or spalled pipe, presence of scale or corrosion and other discernible features shall be recorded and a copy of such records shall be supplied to the Department.

For the purposes of documentation of a storm drain system, the following criteria shall be used to determine if a joint shall be considered an open joint:

<table>
<thead>
<tr>
<th>ALL PIPE TYPES</th>
<th>MAXIMUM JOINT OPENING ALLOWED</th>
</tr>
</thead>
<tbody>
<tr>
<td>12-36&quot; ROUND</td>
<td>0.75&quot;</td>
</tr>
<tr>
<td>42&quot; &amp; LARGER</td>
<td>1.25&quot;</td>
</tr>
<tr>
<td>ALL ELLIPTICAL</td>
<td>1.50&quot;</td>
</tr>
</tbody>
</table>
DVD Recordings: The Contractor shall supply a minimum of two visual and audio recordings of the drainage and/or sanitary system that may be replayed. A minimum of one videos shall be submitted for each location but separate locations shall not be combined on the same DVD. Video recording playback shall be at the same speed that it was recorded. Good quality labeled DVDs in a hard plastic case shall be submitted and become the property of The Delaware Department of Transportation.

The report shall be submitted electronically in Excel format and list the Delaware State Plane NA D 83 Coordinates for each structure within the drainage system including catch basins, manholes and all inlet and outlet ends of pipes. This record shall be listed by structure number and record each structure’s Northing and Easting coordinates along with street address. This Excel report is to be forwarded to the Department’s NPDES electronically after review by the construction staff.

**Method of Measurement:**

The quantity of pipe video inspection will be measured by the linear feet as indicated on the video monitor and verified by the Engineer.

**Basis of Payment:**

The quantity of pipe video inspection will be paid for at the Contract unit price per linear foot. Price and payment will constitute full compensation for furnishing all materials and equipment, obtaining coordinate and elevations, typed reports, DVD recordings, safety equipment, correcting any deficiencies in the existing and newly constructed pipe run and for all labor, tools and incidentals necessary to complete the work.

6/13/2018
601506 - DIG AND WRAP PIPE FAILURES, PIPE SEPARATIONS, ETC

Description:

This work consists of providing all labor, material and equipment necessary to repair pipe failures and/or pipe separations.

Materials:

Provide Materials as specified:

- Heavy gauge, 4 inch x 4 inch welded wire fabric
- Geotextile fabric
- Mortar
- Tie wire
- Cement Brick

Construction Methods:

Pipe failures and/or separations shall be repaired by plugging lift holes or joint/seams with an approved mortar and triple wrapping the pipe with a 3 foot wide strip of an approved geotextile material fastened securely around the pipe with three wraps of tie wire. Pipes in the roadway, or in cases of severe joint or pipe dislocation, a concrete collar with high early strength concrete shall be placed after wrapping of the pipe with geotextile as stated above. The collar shall consist of a double wrap of heavy gauge 4 inch x 4 inch welded wire fabric offset a minimum of 2 inches from the pipe wall with cement brick, and an 8 inch thick concrete collar with a 24 inch lap on each side of the failure. The collar shall surround the length of the pipe that has failed (top, bottom, and sides).

Method of Measurement:

The quantity of Dig and Wrap Pipe Failures, Pipe Separations, Etc shall be measured as per each 3 foot repair as measured along the pipe.

Basis of Payment:

The quantity of Dig and Wrap Pipe Failures, Pipe Separations, Etc shall be paid at the Contract unit price per Each for the Dig and Wrap item as specified. Price and payment will constitute full compensation for excavation up to a depth of 10 feet and disposal of unsuitable material as determined at sole discretion by the Engineer, any necessary form work, furnishing and installing welded wire fabric, geotextile fabric, mortar, tie wire, or cement brick, and any incidentals to complete the work.

Payment for removal of pipe shall be paid under Item 211000 (Removal of Structures and Obstructions)

Payment for High Early Strength Concrete shall be paid under Item 610019 (High Early Strength Concrete)

Payment for furnishing and installing fill shall be paid under the respective item.

Payment for Excavation beyond 10 feet shall be paid for under 202000 (Excavation and Embankment).

2/27/2019
Description:

This work consists of installing a sprayed applied cementitious mortar liner to a concrete or corrugated metal pipe.

QUALITY ASSURANCE

A. The manufacturer shall have been in the business of manufacturing high performance cement-based repair mortars for over 15 years, maintain a strict quality assurance program in accordance with ISO 9001:2008, offer technical services and provide a representative at the project site for product training, prior to product installation.

B. The Contractor shall submit to the Engineer, at least three job references where the Contractor has successfully completed similar applications.

DELIVERY, STORAGE AND HANDLING

A. All materials shall be delivered to the jobsite in their original, unopened packages, clearly labeled with the manufacturer's identification, printed instructions and batch code for shelf life and traceability.

B. Store and condition the specified product as per the appropriate product data sheet.

C. For handling instructions, refer to the Material Safety Data Sheet.

Materials:

A. The pipe lining rehabilitation material shall be a centrifugally spray-applied, pre-packaged cement-based mortar containing a corrosion inhibitor requiring only the addition of potable water. The material shall not contain any chlorides or lime other than amounts contained within the hydraulic cement composition. The manufacturer shall be ISO 9001:2008 certified and have at least 15 years experience in the manufacture of cementitious repair materials. The manufacturer shall offer technical services and provide a representative at the project site for product training prior to product installation upon advance notice.

B. The pipe lining rehabilitation material shall meet all the following typical performance criteria when cured at 70°F:

1. Compressive Strength, ASTM C 109
   1 Day 3,000 psi
   7 Days 6,000 psi
   28 Days 8,000 psi

2. Bond Strength, ASTM C 882
   7 Days 2,000 psi

3. Length Change, ASTM C 157
   28 Days Wet +0.05%
   28 Days Dry -0.15%

4. Chloride Ion Permeability, ASTM C 1202
   28 Days Very Low

5. Freeze / Thaw Resistance, ASTM C 666A
   90% RDM @ 300 cycles

6. Working Time
   30 minutes

The data shown above reflect typical results based on laboratory testing under controlled conditions. Reasonable variations from the data shown above may result in the field. Test methods are modified where applicable.
C. Subject to meeting the performance criteria stated above, other products may be formally submitted to the Engineer for approval up to three days prior to the bid date. All requests for approval shall contain certified test data verifying conformance with this specification. Three references of successfully completed projects of similar nature and scope of the work detailed in this specification shall be provided. The testing laboratory shall certify to any modifications made to the tests performed and provide details of modifications.

**Constructions Methods:**

A. Completely remove or mitigate all obstructions that may hinder proper installation of product prior to commencing work.  
B. Ensure all active water flow is diverted or stopped prior to commencing work.  
C. Completely remove all loose, delaminated and weak materials including dirt and debris from work area. Prepare pipe surfaces using high pressure water blasting to thoroughly remove all contaminants and bond-inhibiting materials. Severely corroded pipe sections may need replacement. Metal surfaces may be blasted to a near-white finish; concrete surfaces should be mechanically prepared to an ICRI Concrete Surface Profile (CSP) of 6 or greater. Metal surfaces may require treating with a corrosion inhibitor after surface prep if they will not be repaired immediately.  
D. The sections to be repaired should be free of standing water; concrete pipe should be presoaked for 6-8 hours prior to material installation.  
E. All cracks in pipes identified shall be brought to the attention of the Engineer and a determination made of whether the cracks are subject to movement and may compromise the installation. The cracks shall be repaired or mitigated as directed prior to application of the pipe lining rehabilitation material.  
F. All existing joints in pipe shall be maintained.  
G. All surfaces must be blown clean from surface preparation debris and residue prior to commencing work.  
H. Due to the potential corrosion reactivity between cementitious materials and aluminum, all aluminum pipe should be coated with a coal tar type coating (or similar material) prior to application of pipe repair mortar.

**ENVIRONMENTAL CONDITIONS**

A. Condition and maintain all materials and surfaces that contact pipe lining rehabilitation material to between 50°F and 90°F, but optimally between 60°F and 75°F whenever possible.

**EQUIPMENT AND MATERIALS**

A. All necessary tools, equipment and materials shall be in good condition and as close as possible to area being repaired.  
B. Appropriate clothing and safety equipment shall be worn to avoid breathing dust and prevent eye and skin contact with both dry and mixed repair materials.  
C. An ample source of potable water shall be available for preconditioning, mixing, cleaning and curing.

**MIXING**

Mortar Mixer (Stationary Barrel with Moving Paddles)

A. Provide an adequate number of mortar mixers in good operating condition for uninterrupted placement. Do not exceed one-half the maximum capacity of the mortar mixer.  
B. Pre-wet mortar mixer, empty excess water.  
C. Start by adding the minimum amount of premeasured potable water to mixer. While mixing, slowly add pipe lining rehabilitation material and mix to a uniform consistency.  
D. Mix thoroughly for approximately 3 to 4 minutes. To achieve desired consistency, add remaining water if necessary. Do not exceed maximum water content as stated on product packaging or an amount that will cause segregation.  
E. Do not mix more material than can be placed within the working time of the repair material. Do not retemper the mix by adding additional water.  
F. A trial mix should be considered to optimize water content and application ability.
PART D- APPLICATION

A. Position spray cast equipment within pipe center and begin pumping material to nozzle. Commence application of material around pipe. As material is cast around pipe, move applicator head accordingly so as to provide the necessary thickness and uniformity specified.
B. Movement of the applicator head may be adjusted at any time to ensure proper coverage, thickness and uniformity.
C. Coverage thicknesses may be verified at any point during installation to ensure movement rate of applicator head is correct.
D. Placement shall be a continuous to minimize or prevent cold joints except over existing joints.

PART E- CURING

CURING

A. Wet cure for 24-48 hours after placement or apply curing compound meeting the requirements of ASTM C 309 immediately after placement.
B. Repair material shall be protected from freezing, hydrostatic pressure and vibration as recommended by the manufacturer.

PART F- EXTREME WEATHER CONDITIONS

COLD WEATHER REPAIRS

[Low temperatures delay the set, increase working time and delay the strength development of cement-based products. The procedures below will compensate for these conditions.]

A. All surfaces shall be preconditioned and maintained between 50°F and 90°F and materials conditioned to between 50°F and 80°F. Higher substrate and material mix temperatures will result in faster strength development. Due to the mass of palletized material and bulk packaging, up to 72 hours of conditioning may be required. Presoak area with hot water where applicable.
B. Heating the repair area may be accomplished by indirect exposure. Heated enclosures must be windproof and weatherproof. Combustion heaters must be vented and shall not be permitted to heat and dry the concrete locally. Caution: Exhaust gases may contaminate or cause carbonation within the enclosed environment. Ensure repair material does not dry out during heating.
C. Maintain temperature above 50°F minimum until material reaches 1000 psi or the minimum required strength. [Specify minimum required strength.]
D. Gradually allow temperature of material to cool to ambient temperature to avoid thermal shock.

HOT WEATHER REPAIRS

[High temperatures accelerate the set, decrease working time, and accelerate the strength gain of cement-based products. The procedures below will compensate for these conditions.]

A. Materials shall be conditioned as necessary so that the mixed material is between 50°F and 90°F. Due to the mass of palletized material and bulk packaging, up to 72 hours of conditioning may be required.
B. All surfaces in contact with material must be preconditioned and maintained below 90°F.
C. Cooling of surfaces, materials and equipment can be accomplished by using iced water for mixing and presoaking concrete. Do not put ice directly into repair material. Shade area from direct sunlight or pour material when temperatures are decreasing.
D. Wind breaks shall be provided when necessary to prevent rapid evaporation.
E. Repair material shall remain protected and curing shall be dependent on specified product. Cure repair material in accordance with manufacturer's recommendations. [Specify appropriate curing method.]

Method of Measurement:

The quantity of sprayed applied cementitious mortar for Pipe will be measured as the actual number of linear feet of each pipe repaired and accepted.
Basis of Payment:

The quantity of Sprayed Applied Cementitious Mortar for Pipe will be paid for at the Contract unit price per linear foot of pipe. Price and payment will constitute full compensation for furnishing all materials, and applying the materials as stated in the specifications, and for all labor. Equipment, tools, and incidentals required to complete the work.
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 Department's 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) The Contractor shall be responsible for the staking of all drainage inlets in accordance with the plans and the Department Standard Construction Details. The offsets and top of grate elevations need to be calculated for each type of drainage inlet specified in the contract plans by the Contractor in order to line up the drainage inlet's flow line with the specified curb or ditch flow line as shown in the Contract Documents. The Engineer must approve any deviations 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.

(h) 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.

(i) 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.
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 DelDOT 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. DelDOT 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-I) 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.

8/22/2019
Description:

This Pay Item consists of compensating the Contractor for each re-mobilization of all equipment and accessories between work locations.

This Pay Item for Road Location Mobilization is only payable for work related to patching and associated material removal operations. Mobilization for all other work shall be incidental to their respective pay items.

Method of Measurement:

"One mobilization fee shall be paid for each move into a mobilization zone, which shall cover all locations within that mobilization zone, and all work orders issued within that zone. A separate mobilization fee will not be paid for each individual location. No mobilization fee will be paid if a new work order is issued while work on a previous work order is ongoing in that zone. A separate mobilization fee will only be paid if the Contractor is directed by the Department to move from the mobilization zone in which he is presently working, or inclement weather causes a substantial delay in work. A substantial delay due to inclement weather shall be defined as fourteen or more calendar days. Payment of any mobilization fees shall be agreed upon between the Contractor and the Department, in writing, prior to commencement of work.

Basis of Payment:

The number of Road Location Mobilizations shall be paid at the Contract unit price per each. Price and payment shall constitute full compensation for all material, labor, equipment, tools and incidentals required to complete the work.

5/10/17
BID PROPOSAL FORMS

CONTRACT  __T202003401.01__

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 T202003401.01
- Name of Contractor
CONTRACT ID: T202003401.01  PROJECT(S): T202003401

All figures must be typewritten.

CONTRACTOR : ____________________________________________________________________

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SECTION 0001  SINKHOLE ITEMS

| 202000 EXCAVATION AND EMBANKMENT | 850.000 | CY |
| 202002 ROCK EXCAVATION FOR UTILITY TRENCHES | 35.000 | CY |
| 203000 CHANNEL EXCAVATION | 200.000 | CY |
| 204000 TEST HOLE | 50.000 | CY |
| 207000 STRUCTURAL EXCAVATION | 1000.000 | CY |
| 208000 FLOWABLE FILL | 30.000 | CY |
| 209005 FURNISHING BORROW, TYPE C FOR PIPE AND UTILITY TRENCH BACKFILL | 1200.000 | CY |
| 209006 BORROW, TYPE F | 50.000 | CY |
| 211001 REMOVAL OF PORTLAND CEMENT CONCRETE PAVEMENT, CURB AND SIDEWALK | 1650.000 | SY |

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Note: All figures must be typewritten.
## Schedule of Items

### Contract ID: T202003401.01

**Project(s): T202003401**

All figures must be typewritten.

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### Schedule of Items

**Contract ID:** T202003401.01  
**Project(s):** T202003401  

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**DELAWARE DEPARTMENT OF TRANSPORTATION**

**PROJECT(S): T202003401**

All figures must be typewritten.

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| 0700    | 705002 PORTLAND CEMENT | 2300.000 |               |
|         | CONCRETE SIDEWALK, 6" | SF       |               |
| 0710    | 705007 SIDEWALK SURFACE | 25.000 |               |
|         | DETECTABLE WARNING SYSTEM | SF |               |
| 0720    | 705008 PEDESTRIAN CONNECTION, TYPE 1 | 40.000 |               |
|         | SF |               |
| 0730    | 705009 PEDESTRIAN CONNECTION, TYPE 2, 3, AND/OR 4 | 20.000 |               |
|         | SF |               |
| 0740    | 707001 RIPRAP, R-4 | 275.000 |               |
|         | SF |               |
| 0750    | 707002 RIPRAP, R-5 | 275.000 |               |
|         | SY |               |
| 0760    | 707003 RIPRAP, R-6 | 100.000 |               |
|         | SY |               |
| 0770    | 707004 RIPRAP, R-7 | 50.000 |               |
|         | SY |               |
| 0780    | 708003 GEOTEXTILES, RIPRAP | 750.000 |               |
|         | SY |               |
| 0790    | 709001 PERFORATED PIPE UNDERDRAINS, 6" | 100.000 |               |
|         | LF |               |

**CANNOT BE USED FOR BIDDING**
**CONTRACT ID:** T202003401.01  **PROJECT(S):** T202003401

All figures must be typewritten.

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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)

CA 02/2019
CERTIFICATION
Contract No. T202003401.01

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  No.  Date  No.  Date  No.  Date

BIDDERS MUST ACKNOWLEDGE RECEIPT OF ALL ADDENDA
MUST INSERT DATE OF FINAL QUESTIONS AND ANSWERS ON WEBSITE: ____________
Contract No. T202003401.01

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 _______________________________________________________________

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===========================================================================

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

CANNOT BE USED FOR BIDDING
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. T202003401.01, 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 material 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