

DELAWARE DEPARTMENT OF TRANSPORTATION

**REQUEST FOR COMPETITIVE SEALED PROPOSALS**



Delaware Department  
of Transportation

**CONTRACT 1692-1693**

**GEOTECHNICAL SUBSURFACE INVESTIGATION**

**PROPOSAL DUE DATE/TIME: 2:00 P.M. Tuesday, April 1, 2014**

Competitive Sealed Proposals are to be delivered to Contract Administration, Delaware Department of Transportation, 800 Bay Road, Dover, Delaware 19903 until **2:00 PM** local time on proposal due date shown above.

Issued: March 17, 2014

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# **REQUEST FOR COMPETITIVE SEALED PROPOSALS**

## **GEOTECHNICAL SUBSURFACE INVESTIGATION**

### **1. OVERVIEW AND AUTHORITY**

#### **1.1 Purpose**

This Request For Competitive Sealed Proposals (CSP) is issued by the Delaware Department of Transportation (hereinafter designated as 'Department') for the purpose of selecting up to two firms for a three (3) year period to provide the necessary materials, labor, and equipment to perform geotechnical investigations, geotechnical laboratory testing, and other incidentals including, but not limited to, visual inspection (boring logs) on a statewide basis in accordance with the location, notes, and details, provided by and as directed by the Department. The Department intends to complete all laboratory testing unless otherwise directed.

The selected firms will be responsible for delivering all samples to the Department's Central Lab in Dover, Delaware for testing. The Department retains the right to utilize outside laboratories for testing when needed. If the selected consultants provide laboratory testing services meeting the Department's criteria, the Department may utilize the vendor's laboratory under this agreement if pricing and other conditions are agreeable. The consultant's laboratory shall be AMRL accredited to perform the geotechnical testing.

#### **1.2 Intent**

The intent of this proposal request is to secure qualified firms that have proven ability to perform the services described. The Department intends to select up to two firms to provide these services. The contract is for a three-year period. Selection is not based solely on price.

#### **1.3 Scope**

This document contains general information relating to the procedural requirements in the preparation of proposals to the Department, performance requirements and proposer characteristics, which must be met in order for a proposal to receive consideration.

#### **1.4 Authority**

This Request for Competitive Sealed Proposals is issued pursuant to 29 Del C §6924.

#### **1.5 Inquiries**

Should proposers have any questions as to the intent or meaning of any part of this proposal, they must contact the Department as indicated below no later than one week prior to proposal due date to guarantee a reply. Questions and answers (not identities) will be shared with all proposers on the following Website; [www.bids.delaware.gov](http://www.bids.delaware.gov) as addendums. It is the responsibility of the proposer to check the website often for addendums, questions and answers, and other information concerning this solicitation. All inquiries concerning this CSP must be submitted to the following: no other

Department Division, or employee may be contacted, and responses from such other person shall have no effect on this solicitation:

Ms. Wendy B. Henry, Consultant Control Coordinator  
Contract Administration  
Delaware Department of Transportation  
800 Bay Road  
Dover, Delaware 19901  
(302) 760-2531  
[wendy.henry@state.de.us](mailto:wendy.henry@state.de.us)

To ensure that written requests are received and answered in a timely manner, electronic mail (e-mail) correspondence is acceptable, but other forms of delivery, such as postal and courier services can also be used.

All questions will be consolidated into a single set of responses and posted as an addendum on the State's website at [www.bids.delaware.gov](http://www.bids.delaware.gov). Firms' names will be removed from questions in the responses released. Questions should be submitted in the following format.

- Section number
- Paragraph number
- Page number
- Text of passage being questioned
- Question

#### **1.6. Right to Amend**

The Department reserves the right to amend or supplement this CSP, giving equal information and cooperation by way of an issued addendum to all firms as a result of any such amendment.

#### **1.7. Liability for Errors**

While the Department has used considerable efforts to ensure an accurate representation of information in this CSP, the information contained in the CSP is supplied solely as a guideline for all firms submitting responses.

The information is not guaranteed or warranted to be accurate by the Department nor is it necessarily comprehensive or exhaustive.

Firms acknowledge and understand that it is their responsibility to obtain clarifications concerning this CSP through the Questions and Answers process prior to the date listed in Section 1.5, and that failure to understand the terms of the CSP will not be considered a valid reason for any resulting non-compliant rating.

#### **1.8. Use of the CSP**

The CSP document or any portion thereof, may not be reproduced or used for any purpose other than the preparation of proposal submissions by the firm.

#### **1.9. Firm's Expenses**

Firms shall be solely responsible for any liability or expenses they incur in preparing, delivering, or presenting a response to this CSP, and for subsequent negotiations with the Department, if any. All Firms shall fully bear the costs associated with pre-contract

activities including but not limited to proposal preparation, negotiations, and/or proposed contracts.

**1.10. Timeline**

Provided below is a list of critical dates and actions. These dates are subject to change. Notice of changes will be posted of the State of Delaware Bid Solicitation Directory at [www.bids.delaware.gov](http://www.bids.delaware.gov) under this CSP number. It is the responsibility of all interested firms to monitor this site for any changing information prior to submitting your proposal.

Action/Location	Date	Local Time
CSP Advertisement	03/17/2014	8:00 a.m.
Final Date to Submit Questions	03/27/2014	4:30 p.m.
CSP Submissions Due	04/01/2014	2:00 p.m.
Anticipated Award	04/09/2014	4:30 p.m.

**2. CONTRACT REQUIREMENTS**

**2.1 Formal Contract**

The Vendor shall promptly execute a contract prepared by the Department that shall incorporate the terms of this CSP within twenty (20) days after award, unless an extension of time is mutually agreed upon by both parties. The Vendor is not to begin any work prior to receipt of a written Notice To Proceed (NTP) from the Department's Contract Administration group. The proposals submitted by the Vendor become a part of the contract. Submission of a proposal in response to this CSP indicates acceptance of all of the terms and conditions contained herein.

**2.2. Terms of Contract**

The following contract terms shall be included in the Vendor's contract with the Department:

- 2.2.1. The contract award shall be for a period of three years from the date of execution of the contract. The contract must be executed with the successful firms within 20 days after award. The Department may terminate the contract at any time upon written notice to the firm.
- 2.2.2. The selected firm or firms will be expected to enter negotiations with the State of Delaware, which will result in a formal contract between parties. Procurement will be in accordance with subsequent contracted agreement. This CSP and the selected firm's response to this CSP will be incorporated as part of any formal contract.
- 2.2.3. The DBE Program Office has set a **four percent (4%) DBE Goal** on federally funded tasks issued under this contract. Tasks will be evaluated independently for potential DBE participation. DBE firms must be certified through DelDOT's DBE Program in

order to qualify towards meeting this goal. Candidate firms should become familiar with the Department's [DBE Program Plan](#).

- 2.2.4. The proposals submitted by the successful firms may become an addendum to the contract signed by the successful firms, and the proposal must be valid for a minimum of one hundred twenty [120] days from the proposal due date.
- 2.2.5. By submitting a proposal, the proposing firm agrees that in the event it is awarded a contract, it will indemnify and otherwise hold harmless the State of Delaware, its agents and any employees from any and all liability, suits, actions, or claims, together with all costs, expenses for attorney's fees, arising out of the firm's, its agents and employees' performance of work or services in connection with the contract.
- 2.2.6. The firm recognizes that it is operating as an independent contractor and that it is liable for any and all losses, penalties, damages, expenses, attorney's fees, judgments, and/or settlements incurred by reason of injury to or death of any and all persons, or injury to any and all property, of any nature, arising out of the firm's negligent performance under this contract, and particularly without limiting the foregoing, caused by, resulting from, or arising out of any act of omission on the part of the firm in their negligent performance under this contract
- 2.2.7. In meeting this obligation the firm shall secure and furnish the Department a certificate of insurance evidencing regular Liability, Property Damage, Worker's Compensation, Automobile, and Errors and Omissions insurance coverage from an insurance company authorized to do business in the State of Delaware. The minimum amounts of coverage for property damage and personal injury shall be \$1,000,000 combined single limit. Errors and Omissions insurance coverage shall be for a minimum of \$1,000,000. The insurance company shall be authorized to do business in the State of Delaware. The successful vendors shall provide the Department with 30 days' notice in the event the policy is cancelled or not renewed.
- 2.2.8. The firm shall maintain such insurance as will protect against claims under Worker's Compensation Act and from any other claims for damages for personal injury, including death, which may arise from operations under this contract. The firm and its officers, employees, or agents are independent contractors and are not employees of the State of Delaware.
- 2.2.9. The selected firm shall secure and furnish the Department a certificate of insurance evidencing regular Liability, Property Damage, Worker's Compensation, and Automobile insurance coverage from an insurance company authorized to do business in the State of Delaware. The State of Delaware- Department of Transportation shall be named a certificate holder on the certificates of insurance. The insurance agency shall provide the Department with 30 days' notice in the event the policy is canceled or not renewed.
- 2.2.10. During the term of this contract, the firm shall, at its own expense, carry insurance minimum limits as follows:

a.	Commercial General Liability	\$1,000,000 per person and \$3,000,000 per occurrence
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And at least one of the following, as outlined below:

b.	Medical or Professional Liability	\$1,000,000/\$3,000,000
c.	Misc. Errors and Omissions	\$1,000,000/\$3,000,000
d.	Product Liability	\$1,000,000/\$3,000,000

The successful vendor must carry (a) and at least one of (b), (c), or (d) above, depending on the type of Service or Product being delivered.

If the contractual service requires the transportation of departmental clients or staff, the vendor shall, in addition to the above coverage's, secure at its own expense the following coverage;

a.	Automotive Liability (Bodily Injury)	\$100,000/\$300,000
b.	Automotive Property Damage (to others)	\$ 25,000

The vendor shall provide a Certificate of Insurance (COI) as proof that the vendor has the required insurance. The COI shall be provided prior to agency contact prior to any work being completed by the awarded vendor(s).

- 2.2.11 Notwithstanding the information contained above, the successful firm(s) shall indemnify and hold harmless the State of Delaware, the DDOJ, and its employees from contingent liability to others for damages because of bodily injury, including death, that may result from the successful firm(s)'s negligent performance under this contract, and any other liability for damages for which the successful firm(s) is required to indemnify the State, the DDOJ and its employees under any provision of this contract.
- 2.2.12 In performing the services subject to this CSP the successful firm agrees that it will not discriminate against any employee or applicant for employment because of race, creed, color, sex, or national origin. The successful firms shall comply with all federal and state laws and policies pertaining to the prevention of discriminatory employment practices. Failure to perform under this provision constitutes a material breach of contract.
- 2.2.13 The successful firm shall certify that it has not employed or retained any company or person other than a bona fide employee working for the successful firm, to solicit or secure the contract and that he has not paid or agreed to pay any company or person other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift or any other consideration, contingent upon or resulting from the award or making this contract. For breach or violation of this warranty, the Department shall have the right to annul this contract without liability or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee. Notwithstanding anything in the errors and omissions policy to the contrary, the standard of performance with which the successful firm(s) must comply is that degree of care and skill ordinarily exercised under similar conditions by other like firms currently practicing in this state.
- 2.2.14 This CSP, the executed Contract between the Department and the successful firms, and the firm's proposal to the Department, shall constitute the Contract between the

Department and the firm. In the event there is any discrepancy between any of these contract documents, the following order of documents govern so that the former prevails over the later: Contract, then CSP, then firm's proposal. No other documents shall be considered. These documents contain the entire contract between the Department and the vendor.

- 2.2.15 The Laws of the State of Delaware shall apply, except where Federal Law has precedence. The successful firm(s) consents to jurisdiction and venue in the State of Delaware.
- 2.2.16 The successful firm must have a valid Delaware business license in order to receive payment for services.
- 2.2.17 If the scope of any provision of this Contract is too broad in any respect whatsoever to permit enforcement to its full extent, then such provision shall be enforced to the maximum extent permitted by law, and the parties hereto consent and agree that such scope may be judicially modified accordingly and that the whole of such provisions of the Contract shall not hereby fail, but the scope of such provisions shall be curtailed only to the extent necessary to conform to law.
- 2.2.18 The Department reserves the right to annul any contract if, in its opinion, there is a failure at any time to perform adequately the stipulations of this invitation to respond, and the general conditions and specifications which are part of these proposals, or in any case of any attempt to impose upon the Department services of an unacceptable quality. Any action taken in pursuance of this latter stipulation shall not affect or impair any rights or claim of the Department to damages for the breach of any covenants of the contract by the contractor.
- 2.2.19 If the firm to whom the award is made fails to enter into the agreement as herein provided, the award will be annulled, and an award may be made to another firm. Such firm shall fulfill every stipulation embraced herein as if they were the party to whom the first award was made.
- 2.2.20 **Performance Requirements-** The selected firm will warrant that it possesses, or has arranged through subcontractors, all capital and other equipment, labor, materials, and licenses necessary to carry out and complete the work hereunder in compliance with any and all Federal and State laws, and County and local ordinances, regulations and codes.
- 2.2.21 This CSP (including any written questions and Department responses), the executed contract between the successful firm and the Department, and the successful firm's proposal, shall constitute the Contract between the Department and the firm. In the event there is any discrepancy between any of these contract documents, the following order of documents govern so that the former prevails over the latter: Contract, CSP (including written questions and answers), any addendum to the CSP, and then the selected firm's proposal. No other documents shall be considered. These documents contain the entire contract between the Department and the firm.
- 2.2.22 With respect to work provided to or conducted for the State by a firm, the firm shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all services furnished to the State by the selected firm, or any of its subcontractors.
- 2.2.23 The selected firm shall follow practices consistent with generally accepted professional and technical standards.

- 2.2.24 The selected firm shall be responsible for ensuring that all services, products and deliverables furnished to the State are coordinated with the Department and are consistent with practices utilized by, or standards promulgated by State of Delaware.
- 2.2.25 If any service, product or deliverable furnished by the selected firm does not conform to Department standards or general practices, the firm shall, at its expense and option either (1) replace it with a conforming equivalent or (2) modify it to conform to Department standards or practices
- 2.2.26 The successful firm certifies that it has not employed or retained any company or person other than a bona fide employee working for the successful firm, to solicit or secure the contract and that he has not paid or agreed to pay any company or person other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making this contract.
- 2.2.27 For breach or violation of this warranty, the Department shall have the right to annul this contract without liability or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee. Notwithstanding anything in the errors and omissions policy to the contrary, the standard of performance with which the successful firm must comply is the degree of care and skill ordinarily exercised under similar conditions by other like firms currently practicing in this state.
- 2.2.28 The selected firm is prohibited from divulging any information attained during the work activities for the Department.
- 2.2.29 Should the selected firm fail to furnish any item or items, or fail to complete the required work included in the contract, the Department reserves the right to withdraw such items or required work from the operation of the contract without incurring further liabilities on the part of the Department.
- 2.2.30 Access to Records- The Vendor shall maintain all books, documents, payrolls, papers, accounting records and other evidence pertaining to this contract and make such materials available at its offices at all reasonable times during the period of this contract and for a minimum period of three years after final payment by the Department and shall make the material available upon request for inspection and audit by the Department. The Vendor is required to comply with all reasonable requests and supply information and documentation pertaining to this project to Department authorized auditors.

### **2.3. Debarment or Suspension**

Any individual, business, organization, corporation, consortium, partnership, joint venture, or any other entity including subcontractors currently debarred or suspended is ineligible to bid. Any entity ineligible to conduct business in the State of Delaware for any reason is ineligible to respond to the CSP.

## **3. PROJECT REQUIREMENTS**

### **3.1. Location and Work Area Conditions**

The work shall be performed in locations statewide and in any terrain. The work may be located within riverbeds, canals, fat clay areas, marshes, bedrock, weathered rock, sandy

areas, etc. The anticipated equipment required to perform work under this Agreement may include: barge mounted equipment - utilized approximately 0-5% of the time; All Terrain Vehicles - utilized approximately 35-40% of the time; rock drilling - utilized approximately 20-25% of the time; and all other will be truck Standard Penetration Testing (SPT), including undisturbed sampling 30-45% of the time.

### **3.2. Specifications**

The specifications entitled “Delaware Standard Specifications, for Road and Bridge Construction, August, 2001” (hereinafter referred to as the Standard Specifications), Supplemental Specifications, the Special Provisions, notes on the plans, or any addenda thereto shall govern the work to be performed under this agreement unless otherwise specified within this document or as directed by the Engineer. These Specifications can be purchased, or are available on the Department’s internet site at [http://www.deldot.gov/static/pubs\\_forms/manuals/standard\\_specifications/toc.shtml](http://www.deldot.gov/static/pubs_forms/manuals/standard_specifications/toc.shtml).

### **3.3. Drilling**

The Subsurface investigations shall be advanced through unconsolidated or partly consolidated sediment, and/or rock, or rock core drilling. In addition to these disturbed samples, undisturbed samples shall be taken as designated by the Department through the use of a Shelby tube. Geo-probes shall be used when needed and as designated by the Department.

### **3.4. Miscellaneous Testing**

This agreement may also include, but is not limited to, the following field tests: observation wells (for visual groundwater level purposes); infiltration testing through the use of the Double-Ring Infiltrometer (to measure vertical infiltration rates for storm water management design purposes); piezometer testing (to measure groundwater levels and pore water pressure), vane shear test, cone penetrometer test, and dilatometer testing (DMT). The Department will designate the testing to be utilized on a task order basis.

### **3.5. Typical Schedule**

The completion time for a subsurface investigation varies depending upon the conditions and the scope of work. The steps that occur are as follows: successful firm notified of work, initial field meeting, budget proposal submitted by successful firm to Department, Department reviews budget (changes/modifications as needed), utility call-in by the contractor, utility meeting held by the Contractor (based on the utilities involved in the drilling location), drilling and other tests, and sample and reporting drop-off. The exact time it takes for the above process to occur will depend upon the complexity of the work. As an example, it is anticipated that an uneventful project will take approximately 20-25 days from the initial contact to sample and reporting drop-off.

### **3.6. Temporary Traffic Control**

The successful vendors shall be responsible for arranging Temporary Traffic Control (TTC) as needed upon request from the Department. Temporary Traffic Control shall be arranged in accordance “Delaware Manual on Uniform Traffic Control Devices”, hereafter referred to as the “DE MUTCD”, including all revisions as of the date of the work on this Competitive Sealed Proposal. The exact locations will dictate which type of TTC set-up is necessary. TTC plans shall be reviewed and approved by the DelDOT

Safety Section. Pricing for designated TTC situations is required as part of this CSP. Additional TTC configurations may arise during the course of the contract and are to be provided by the selected vendor(s) at a negotiated price and that specific TTC case will be added to the contract. If outsourcing, there is no markup allowed.

### **3.7. Skill Set, Experience, and Special Equipment**

The Prime Consultant must be Pre-Registered, or make application for registration with DelDOT and appear on the Department's list of registered consultants in the areas of Soil Engineering and Geologic Studies, Item # 6 or Materials Inspection and Testing, Item # 12 at the time of submission in order to be considered for evaluation on this project. Consideration will be given to those that have experienced staff and specialized equipment required for this agreement. Staff should have experience in drilling throughout Delaware in sandy, rock, and clay soil conditions, as well as the field testing methods mentioned above. Additional experience is desired for rock coring, cohesive boring, and running sand boring. Staff described in the proposal are expected to be available for this contract.

The successful firms are expected to provide all equipment as needed, such as;

- Infiltration testing equipment (namely double-ring infiltrometer)
- GPS locator for exact location of boring holes (for design purposes)
- Backhoe
- Dozer
- Track-hoe, among other equipment.

### **3.8. Licenses and Permits**

Any employees of the successful firms that drill under this contract must possess a Delaware Well Driller's License issued by the State of Delaware's Department of Natural Resource and Environmental Control. A list of those employees that possess this license shall be submitted as part of the response to this CSP. Any required permits for drilling are the sole responsibility of the successful firms.

### **3.9. Special Situations**

There may, on occasion, be locations or types of work not reflected in this CSP or the submission pricing, in which case the successful firms and the Department will negotiate the pricing for those instances.

### **3.10. Start Date**

The Department anticipates a start date as soon as possible after Notice of Award.

### **3.11. Department Responsibilities**

The Department's responsibilities will include:

- 3.11.1. Providing location, notes, and details for all assignments via task orders.
- 3.11.2. Providing testing of samples unless otherwise noted.

## 4. PROPOSAL REQUIREMENTS

### 4.1. Written Proposals

Proposals should be prepared simply and economically, providing a straightforward, concise description of proposer capabilities to satisfy the requirements of this proposal. To be considered, all proposals must be submitted in writing and respond to the items outlined in this CSP using the requested format. Emphasis should be on completeness and clarity of contents. Proposal responses will be expected to address the following areas, the submission should be tabbed and collated in the following order:

- A. Cover Letter – Two pages maximum -Each proposal shall have a cover letter on the letterhead of the Vendor submitting the proposal. At the top of the first page, **list the Vendor Representative’s Name, Telephone Number and e-mail address**. This will be the main contact representing the proposer. The cover letter shall summarize the Vendor’s qualifications, experience of key employees, and list the number of employees by job title.
- B. Experience – Two pages maximum -The Vendor shall submit information demonstrating company experience in geotechnical subsurface services. The proposer’s business history and number of years in operation is to be included.
- C. Company Facilities - Number of offices on a national, state, or local level and the address and name of each. Also, the number of employees located at each office must be included.
- D. Company Equipment - A listing and total number of major field and auxiliary equipment owned or leased by the company that will be available under this contract. This is to include only equipment that the company controls on a daily basis (not rented equipment). If renting equipment for this contract, include a statement on the type of equipment to be rented, and the availability of rented equipment that indicates your ability to provide needed equipment for all projects.
- E. Log Form: - Each Vendor shall submit a completed sample drilling log form to demonstrate their company’s work product and knowledge of the industry.
- F. References – List three (3) references, company names, contact names and phone numbers. By providing such information, the Vendor grants the Department permission to contact these individuals.
- G. Stipulations / Exceptions – A listing of any and all stipulations or exceptions taken to any item in this proposal. The Department reserves the right to reject any stipulations and/or exceptions taken.
- H. Contractual Expectations – List any contractual provisions which the proposer expects the Department to agree. NOTE: The Department will issue the contract covering this work.
- I. Bid Pages - All Vendors who wish to perform services on this contract shall submit all Bid Pages attached to this CSP. All pricing on all pages must be provided. A description of each Bid Item is included in Section V that describes what is to be included in the price submitted. Prices submitted shall be for the full three year period of this contract.
- J. Temporary Traffic Control of Traffic – A description of each TTC Bid Item is included in Section VI that describes what is to be included in the price submitted. Submit pricing on the Bid Pages for TTC for the first year’s price. Vendor's bid price may be adjusted once per year after the first year, not to exceed the change in the Consumer Price Index, All

Urban Consumers, Philadelphia-Wilmington-Atlantic City index for the same time period. If TTC services are subcontracted, identify who will supply the TTC. No markup to the sub contractor's pricing is allowed.

- K. Submission Form – Complete and attach the Submission Form from Section V to the original proposal submission.
- L. Certification – The Certification form included in Section V must be filled out, signed, attested, notarized, sealed, and attached to the original proposal submission.

#### **4.2. Submission of Proposals**

The Department will receive sealed proposals until the date and time indicated in Section 3.3 as described in this Competitive Sealed Proposal. Proposals must be delivered and addressed as indicated. Proposals will be opened and only the names of the submitting firms publicly read on the date and time indicated. Facsimile responses to this Request for Proposal are not acceptable.

#### **4.3. Proposal Due Date/Time – 2:00 P.M. Tuesday, April 01, 2014 (local time)**

Competitive Sealed Proposals are to be delivered to Contract Administration, Delaware Department of Transportation, 800 Bay Road, Dover, Delaware 19903. Proposals must be delivered in sealed envelopes and be clearly marked on the outside: "**Geotechnical Subsurface Investigation Proposal**". Proposals can be either delivered via courier or Delivered by Hand.

#### **4.4. Extensions**

The Department may extend the time and place for the receipt and opening of proposals, on not less than two (2) calendar day's notice, by certified delivery, facsimile machine or other electronic means to those bidders who obtained copies of the specifications or descriptions.

#### **4.5. Submitted Copies**

One (1) original (so marked) and five (5) copies of the Proposal must be submitted. An authorized representative of the company submitting a proposal must sign the original proposal. Notification of the proposal award and all communications will be made by e-mail.

#### **4.6. Cost of Proposals**

The proposers shall be responsible for any liability or cost incurred in connection with responding to this request for proposal. All Vendors shall fully bear the costs associated with pre-contract activities, including proposal preparation, negotiations, and/or proposed contracts.

#### **4.7. Confidentiality**

In order to comply with the State of Delaware's Freedom of Information Act, firms responding to this Request for Qualifications **shall prepare and submit one (1) electronic copy (e.g. CD, flash drive) of their Expression with any proprietary or confidential information redacted.** This copy should be **clearly marked as "Redacted Copy"** and

submitted along with the other copies. **This electronic copy is required even if the submission contains no proprietary or confidential information.** Firms should review Delaware's Freedom of Information Regulations, section 6, Requests for Confidentiality, on the DelDOT Website [www.deldot.gov](http://www.deldot.gov) and Section 10002(l) "Public record" of the Delaware Code, <http://delcode.delaware.gov/title29/c100/index.shtml> to determine what information may be considered proprietary or confidential and may be redacted from their Expression of Interest.

#### **4.8. Proposal Rejection**

Failure to follow instructions contained in this document may be cause for rejection of submitted proposals.

### **5. SELECTION AND AWARD PROCESS**

#### **5.1. Selection Committee**

The Selection Committee shall be comprised of State employees. The Selection Committee shall review all proposals submitted in response to this CSP, may negotiate with one or more of these firms.

#### **5.2. Proposal Review**

The proposals must contain all the essential information in which the award decision shall be made. The information that is required to be submitted in response to this CSP has been determined by the Department to be essential for use by the Committee in the evaluation and award process. Therefore, all instructions contained in this CSP shall be met in order to qualify as a responsive and responsible proposer and participate in the Selection Committee's consideration for award. Proposals that do not meet or comply with instructions of this CSP may be considered non-conforming and deemed non-responsive and subject to disqualification at the sole discretion of the Committee.

#### **5.3. Evaluation Process**

The Selection Committee shall determine the firms that meet the minimum requirements pursuant to criteria of the CSP. The Committee may negotiate with responsible offerors who submit proposals found to be reasonably likely to be selected for award. The Committee may request best and final offers from one or more firms, and may amend the proposal before award for this purpose. The Committee may, at its discretion, terminate negotiations with any or all firms. The Committee will score and rank accepted proposals. The Committee shall make a recommendation to the Division Director, to award a contract to the successful firm or firms in the best interests of the State of Delaware.

#### **5.4. Selection Criteria**

The Selection Committee shall score each accepted proposal and assign up to the maximum number of points as stated in this Section for each Evaluation Item to each of the

accepted proposing firms. All assignments of points shall be at the sole discretion of the Selection Committee members.

5.4.1. All accepted proposals shall be evaluated using the same criteria and scoring process. The following criteria shall be used by the Committee to evaluate proposals:

Evaluation Item	Maximum Points
Vendor Bid Page Pricing	40
Experience of Contractor	20
Skill and Experience of Employees	20
Equipment List, Access to Equipment when needed	10
Completeness of submitted Log Form	10
Total Points	100

Scoring will take place after any requested negotiations, and after receipt of any Best and Final Offers.

5.4.2. The Department reserves the right to enter into negotiations and/or entertain the option of requesting a Best and Final Offer from vendors in order to reach a final selection. If a Best and Final Offer is requested, vendors will be given at least one (1) week to develop this response and provide it in writing to the Department.

5.4.3. Each Selection committee member will score each firm as provided on the Score sheet. The total scores of each proposal from each Selection Committee member will be ranked from highest to lowest (highest score receives ranking of 1). The rankings of all committee members will then be averaged. The lowest average ranking will indicate the most favorable proposals. In the event of a tie in the ranking, the tie will be decided by the highest total score.

5.4.4. At the conclusion of ranking by the Selection Committee, a preliminary list will be compiled, in the order of ranking, of the most responsive and responsible proposals. This will be the Committee's recommendation for award.

## **5.5. Award**

The Department intends to award the contract to the most responsive and responsible vendor(s). The Department, within 90 days from date of receipt of proposals, shall make this award in writing and for the selected vendor(s). If a successful vendor cannot be chosen, all proposals will be rejected in this same time period.

## **5.6. Department Rights**

The Department reserves the right to:

- Select for contract or for negotiations a proposal other than that with the lowest costs;
- Reject any and all proposals received in response to this CSP;
- Make no award;
- Issue a new CSP;

- Waive any informalities, irregularities, or inconsistency in proposals received;
- Request modification to proposals from any or all proposers during the review and negotiation;
- Negotiate any aspect of the proposal with any firm and negotiate with more than one firm at the same time;
- Make partial awards;
- Increase or decrease quantities;
- Reject any request that shows any omission, alterations of forms, additions not called for, conditions, or alternate proposals;
- Deny any and all exceptions to the CSP requirements;
- Reject any non-responsive or non-conforming proposals;
- Make any such award as is deemed to be in the best interest of the State of Delaware.

### **BID ITEM DESCRIPTIONS**

Refer to this section prior to completing the Bid Pages for a description of what is included in the Bid Price for each Item.

### **TEMPORARY TRAFFIC CONTROL (TTC) DESCRIPTIONS**

Refer to this section prior to completing the TTC Bid Page for a description of what is included in the Price for each Item.

### **REQUIRED FORMS**

The following completed forms are required to be returned with each proposal:

- **Bid Pricing Forms**
- **Certification of Eligibility**
- **Certificate Of Non-Collusion**
- **Certification Of Primary Participant Regarding Debarment, Suspension, And Other Responsibility Matters**
- **Certification Of Restrictions On Lobbying**

# **BID ITEM DESCRIPTIONS**

**CONTRACT No. 1692-1693**

**Bid Item Description**  
**605539 – SOIL BORING, WATER**

**Description:**

This work consists of advancing soil borings (drillings) through unconsolidated or partly consolidated sediments or decomposed rock by use of Hollow Stem Augers (HSA) or Drive Casing and sampling with a split barrel sampling spoon at locations designated on the Plans or as directed by the Engineer. Those soil borings made over "deep" water requiring a barge or other special equipment, or in wet areas that cannot be accessed by a truck mounted rig, will be considered Soil Borings, Watering, all others will be considered Soil Borings, Land.

Standard Penetration Tests (SPT) and Split Barrel Sampling of the soils shall be taken at the ground surface and at 5 foot intervals thereafter in all hollow stem auger and drive casing holes.

**Materials and Construction Methods:**

**Hollow Stem Auger Method**

The Contractor shall use a power-driven, continuous, hollow-stem auger casing to advance and maintain the hole. The clear inside diameter of the hollow stem must be large enough to allow for the insertion of a 3.0 inch OD Shelby Tube soil sampler and attached rods through the in-place auger casing when elevations are reached for securing soil samples.

When using auger casings, the relative resistance to penetration, general feel and performance of the auger operation, and the cuttings obtained from the auger shall be observed and recorded for detection of changes in the materials encountered.

The plug point shall be withdrawn through the hollow stem, the sampler lowered through the full length of the auger, then driven or pressed below the auger bit and withdrawn. After replacing the plug point, the auger shall proceed to the next point of sampling. When the use of hollow stem augers is not feasible because of site conditions, the use of drive casings will be permitted.

All boreholes shall be preserved from collapse and bottom instability during advancement and sampling operations. When drilling below the natural ground water level, water shall be maintained inside the augers at a level above the ground water level at all times. If it is required to prevent bottom instability, water should be added to maintain a positive static water head inside the augers during drilling and withdrawal of the drilling rods. Cleaning out of the augers shall be required if the accumulation of material within the hollow-stem, between sampling intervals, is of a degree that is detrimental to the purpose of the sampling operation. Cleaning out the augers shall be performed with wash rods and a roller or side discharge chopping bit.

**Drive Casing Method of Advancing Borings**

All sampling and other procedures referencing the HSA method will also apply where drive casing is employed.

Casing shall be extra-strong steel pipe or flush-coupled casing with a nominal inside diameter of 4 inches.

Casing shall be sunk vertically through earth and other materials, including boulders and rock veins, to rock or, if not to rock, to such depth below ground as the Engineer may order. They shall be driven down without washing to the depth at which a sample is to be taken, after which the material shall be cleaned out to the bottom of the casing and the sampler driven or pushed below the bottom of the cleaned casing. After sampling, casing driving shall be resumed.

The use of clean water for cleaning out the casing between sample elevations will be required. Recirculated water shall not be used. The Contractor shall make suitable arrangements for properly procuring and disposing wash water.

The weight of hammer to be used in driving the casing shall be 300 pounds with a 24 inch height of free fall. The hammer shall be raised by means of a rope having one end wrapped (not more than three loops) around a winch head. Wire rope will not be permitted. A continuous record of the blows per 1 foot required for the driving of the casing shall be kept.

Simultaneously washing and driving of the casing will not be permitted except when the Engineer judges the driving requires the use of water. Where the use of water is permitted, borings shall be advanced by saw tooth, chopping, fishtail, or rollerbits, all having side discharge jets. In advancing the boring, return water circulation, resistance to penetration and general performance of the drill shall be observed for detection of change in material. The casing shall next be advanced, if needed for retaining the hole open, to the point of maximum penetration of the washed pilot hole. The casing shall be cleaned in a manner to result in minimum disturbance of the soil below the casing shoe. All sampling shall be performed in advance of the casing shoe. A record must be kept of the depths between which simultaneous washing and driving occurred.

In some cases where the characteristics of the soil are suitable, the Engineer may permit the Contractor to discontinue driving the casing and accept advancing the boring by means of wash rods with a roller bit or side discharge chopping bit to the elevations at which samples are to be taken. This procedure shall be noted in the boring record. Should there be any indication of the sides of the hole collapsing, thus blocking normal progress of the boring, driving of the casing shall be resumed.

When a boulder or a stratum of ledge rock is encountered before the required depth of boring has been reached, it shall be the Contractor's responsibility to carry the boring through or past these obstacles but only by methods approved by the Engineer. The Contractor may, in some cases, be permitted to core the boulder or rock stratum to determine its size and characteristics. The required size of sampler to be used below the obstacle shall determine the size of boring to be made. A log of the nature of the obstacle and the method used to carry the boring through the obstacle shall be recorded.

### Sampling Device

The sampling device for ordinary, dry samples from Soil Borings shall be a standard split barrel sampler meeting the requirements of the "Penetration Test and Split-Barrel Sampling of Soils" AASHTO T206. The sampler shall be a split barrel tube with an outside diameter of 2 inches, an inside diameter of 1-3/8 inches, a minimum length of 18 inches between the driving

shoe and the smaller head, and a minimum total length of 27 inches. The drive shoe shall be hardened steel and shall be replaced or repaired when it becomes dented or distorted. The sampler head shall have a 1/2 inch minimum diameter vent ports and shall contain a reliable ball check valve.

Core retainers shall be used with the sampler, when necessary, to avoid loss of the sample. In cases where the material encountered is not sufficiently cohesive to permit the standard sampler to recover a sample on the first trial, a flapper valve, basket retainer, or other approved device shall be used to recover a sample. The use of such a device shall be noted on the boring log.

Should the Contractor, in securing samples, fail to provide the proper types of samplers, valves, traps and other special sampling devices, these samples will be deemed unacceptable by the Engineer.

### Sampling Procedure

The HSA or casing shall be advanced to the sampling depth and the loose material within the casing cleaned to its bottom before driving the sampler. Clean out shall be roller bit or chipping bit.

The sampler shall be driven into the soil below the HSA or casing for a distance of 18 inches or until further penetration is impossible with a 140 pound hammer falling freely through a vertical distance of 30 inches. The number of blows of the hammer shall be recorded for each 6 inches of penetration and, if 6 inches is not penetrated in one hundred (100) blows, the sampler will be considered to have met refusal and the blows shall be recorded as 100/number of inches penetrated. The hammer shall be raised by the use of a manila rope which the driller shall pull by hand with the assistance of a power operated spool or drum about which the rope will freely slip during the drop of the hammer. Wire rope will not be permitted to lift the hammer. All sampling devices, including driving mechanisms, used by the Contractor shall be approved by the Engineer.

Samples of the soil retained in the split barrel sampler shall be taken from that portion of the soil column between 6 and 18 inches below the bottom of the casing. The sample so obtained shall be representative of the material from which it is taken and shall be in an unwashed condition. Samples recovered from wash water, commonly termed "wash samples" will be unacceptable. If less than 9 inches of soil is retained in the sampler, a second sample shall be taken immediately below the deficient sample, after first advancing the boring. If more than one soil type is present in the sampler, a sample shall be taken of each type, and the length of each type of soil in the sampler shall be noted on the boring log.

### Preservation and Identification of Samples

The disturbed samples obtained with the split barrel sampler shall be removed with as little disturbance as possible, and immediately placed in a suitable approved container. Samples which retain form upon removal from the sampling spoon, shall not be jammed or forced into the approved container. Each approved container shall be clearly and permanently labeled to show the project and section numbers, boring number, station location, elevation or depth at which the sample was taken, the kind of material and the number of blows of the sampler.

If two or more materials are encountered in a sampler, separate approved containers shall be used for each material. The letters "A", "B", etc. shall be added to the sample number on each to designate the different materials.

The Contractor shall provide the sample containers, keeping a sufficient supply on hand to prevent any delay in the work.

The Contractor shall pack all samples in containers that are acceptable to the Engineer and of sufficient durability to withstand handling without breakage of the sample containers. On the top and one end of each container, the Contractor shall neatly and legibly paint or stencil, using waterproof paint, the following identifying data: title of project and designation of section thereof; location of site by name and/or survey station; boring numbers; and name of Contractor; all as required or directed by the Engineer.

During the period of active work in the field, the Contractor shall be responsible for storing all soil samples in a warm, dry, locked, temporary storage facility convenient to the work areas.

#### Determination of Running Sand

In order to determine whether the water pressure on sand is sufficient to cause the sand to run when unconfined, the Engineer may order a test for running sand.

The test shall consist of obtaining a sample of the sand with a split barrel sampler as specified in the sampling procedure. The casing shall then be drilled into the sand 2 feet below the elevation at which the sand was encountered, and carefully washed out to the bottom. The hole shall then be allowed to stand ten (10) minutes, and the elevation at which the sand then stands in the casing shall be measured. The water in the casing shall then be removed to a point 5 feet above the bottom of the casing to produce an unbalanced hydrostatic condition and the elevation of the top of the sand shall again be measured.

No more than one such test will be required at each structure when sand is encountered at depths near or above the anticipated elevation of the bottom pier or abutment excavation.

#### Ground Water

Depth to ground water shall be determined when initially encountered and upon completion of the boring. The Contractor shall also take a water level reading 24 hours after the augers are removed. In the event the hole collapses before the ground water is observed, the depth to the

collapsed portion shall be recorded. For Soil Borings, ground water level measurements will not be made unless unusual circumstances are encountered.

#### Records and Logs

The Contractor shall keep a complete and accurate record of all details of the Soil Boring operations in a field book and on suitable boring log forms provided by the Contractor. Upon completion of each boring, two copies of the field log, on 8-1/2 x 11 inch paper, shall be given to

the Engineer. The description of the soil, rock and other material encountered in the boring shall be made by the Contractor or the Engineer's Representative. Each boring log shall record the information pertinent to the boring work being accomplished as outlined in the following sections. The following general information shall be recorded on each boring log:

- (a) Contract number, title of project and section designation
- (b) Location of boring by survey station, and offset, right or left of survey baseline
- (c) Boring number as specified on the Plans or as furnished by the Engineer
- (d) Names of the Engineer, Contractor, Inspector, and drilling crew
- (e) Date of starting and completing each boring
- (f) Ground elevation of the top of the hole as provided by the Engineer
- (g) Depth to the top of ground water, if present.

The following information shall be recorded on the boring logs for that portion of the boring penetrating unconsolidated or partly consolidated sediments or decomposed rock by drilling and sampling with a split barrel sampler:

- (a) Type of drill rig used
- (b) Size, type and length of augers used in each hole
- (c) Method used to clean out casing between sampling intervals
- (d) Size of split barrel sampler, weight of hammer, height of drop, and number of blows of the hammer for each 6 inches of penetration of the sampler out of a total minimum penetration of 18 inches for each sample. Where 6 inches is not penetrated in one hundred (100) blows of the hammer, the distance penetrated in one hundred (100) blows shall be recorded
- (e) Depth to beginning and end of sampling drive, and the length of sample recovered from the sampler
- (f) Depth to the top of each change or stratum of material
- (g) Description of the material encountered shall be in accordance with standard practice and shall include:
  - (1) Type - topsoil, sand, silt, clay, gravel, silty clay, sandy silt, etc.
  - (2) Color - light brown, dark reddish brown, etc.
  - (3) Moisture - dry, moist, wet, saturated,
  - (4) Consistency - soft, loose, medium, firm, stiff, etc. as determined by "N" values in Table 1 below.

**TABLE 1**

<b>DEGREE OF DENSITY OR CONSISTENCY</b>			
Non-Cohesive Soils Descriptive term	(Sand) Standard Penetration "N" - Blows/1 foot	Cohesive Soils Descriptive Term	(Clay) Standard Penetration "N" - Blows/1 foot
Very loose	0-4	Soft	0-4
Loose	5-10	Firm	5-8
Medium	11-30	Stiff	9-15
Dense	31-50	Very Stiff	16-30
Very Dense	51+	Hard	31+

#### False Starts

The Contractor is to verify the exact location of all known utilities prior to drilling. If the Contractor is unable to complete any boring due to encountering underground utilities or structures, the existence and location of which could not have been previously known, or because obstacles or obstructions are encountered which the Engineer considers are of an unusual nature and that failure to penetrate them is not the fault of the Contractor's methods or equipment, a false start will be measured and paid for at the applicable Contract unit price. The record of false starts shall be forwarded to the Engineer. For the new hole, bored to replace the abandoned hole, the Contractor shall operate as if a completely new hole was bored obtaining soil samples, standard penetrations tests, etc., in the depths reached by the abandoned hole.

#### Backfilling and Restoring

All holes from work performed shall be backfilled and acceptably restored.

#### **Method of Measurement:**

The quantity of soil borings will be measured as the total depth in linear feet of each boring actually made either by use of driven casing or augered casing and accepted by the Engineer. Measurement will be from the surface of existing ground or ground level below water (i.e. streambed) to the bottom of the hole, or to the depth at which Rock Core Drilling starts. The bottom of the hole shall include the depth of the last ordinary disturbed sample when obtained below the bottom of the drilled hole. When the last sample is an undisturbed sample, the bottom of the hole shall not include the depth of such last undisturbed sample.

If the Contractor abandons a hole prior to approval of the Engineer, no measurement or payment will be made for the hole that has been abandoned.

Any method used to carry the boring through the obstacle other than rock core drilling in excess of 1 foot, shall be considered as Soil Boring.

If the Contractor abandons a boring before adequate information is obtained and starts another boring adjacent to it in preference to carrying the boring through the obstacle, or because of a shattered or misaligned casing, no measurement or payment will be made for the work done on the abandoned boring.

**Basis of Payment:**

The quantity of soil borings will be paid for at the Contract unit price per linear yard for the type of soil boring performed. Price and payment will constitute full compensation for the cost of all labor and materials necessary for furnishing and sinking of casing, as required; the cost of taking, packing, storing, and delivering ordinary dry samples; the cost of determination of running sand; the cost of taking and recording ground water observations; the cost of filling holes and surface restoration; and all else in connection with or incidental to the drilling.

**Bid Item Description**

**605540 - ADDITIONAL STANDARD PENETRATION TESTS (SPT)**

**Description:**

The Engineer may require additional Standard Penetration Tests (SPT's) be taken at defined depths between the specified 5 foot intervals. These are Additional Standard Penetration Tests.

**Basis of Measurement and Payment:**

Payment for additional Standard Penetration Tests (SPT) required by the Engineer, other than those taken at 5 foot intervals which are included in the soil boring price, shall be made on a per sample basis.

**Bid Item Description**

**605541 - UNDISTURBED SAMPLING**

**Description:**

This work consists of taking undisturbed soil samples from soil borings at locations and depths designated by the Engineer. An undisturbed sample shall be obtained by manually or mechanically pressing an acceptable thin walled stainless steel tube meeting the requirements for thin walled tubes in AASHTO T207 "Thin-Walled Tube Sampling of Soils", to obtain soil samples which, on testing, will show properties as close to in-place properties as possible. The sampled soil shall be subjected to a minimum degree of disturbance. The samples shall represent, as accurately as practical, the natural condition of the soil and shall be suitable in all respects for the conduction of consolidation and other tests in the laboratory. The Engineer will direct the Contractor to obtain a sample when the results of the standard split barrel sampling makes the undisturbed sample feasible and practical. A split spoon sample shall be obtained 1 foot prior to and immediately after each undisturbed sample.

## **Materials and Construction Methods:**

### Sampling Device

The sampling device to be used for obtaining undisturbed samples shall be a seamless, thin walled, metal tube meeting the requirements for thin walled tubes in AASHTO T207 "Thin-Walled Tube Sampling of Soils". The tube shall have a 16 or 18 gauge wall thickness, a minimum outside diameter of 3 inches, and a length of 30 inches. The tube shall be round and smooth without bumps, dents, or scratches and shall be clean and free from rust, dirt or corrosion. The end of the tube shall be machined into a cutting edge with an inside diameter that is 1/64 inch less than the inside diameter of the sampler tube. The top of the sampling tube shall be equipped with a coupling head with a check valve. Plastic materials too soft to be recovered by the thin wall sampler shall be sampled with a Stationary Piston Type Sampler or approved equivalent. Where the clayey soils are too stiff to be sampled with Shelby Tubes or a Piston Type Sampler, a Denison sampler shall be used.

### Sampling Procedure

Before an undisturbed sample is to be taken, the auger casing shall be cleaned out to the bottom by any means acceptable to the Engineer that provides a reasonably clean hole, and does not disturb the soil to be sampled. The water level in the hole shall be maintained at or above the ground water level during the entire sampling operation. The sampling tube shall be connected to the string of drill rods and lowered slowly to the bottom of the hole. The tube shall then be pushed into the soil at a uniform rate by a continuous motion, without impact or twisting, to the depth necessary to obtain an undisturbed sample of soil at least 24 inches in length. In no case shall the tube be pressed to a depth in excess of the space available in the tube to accommodate the sample plus any disturbed material that may not have been cleaned from the hole.

To prevent distorting the upper portion of the sample by excessive pressure, particular care shall be taken to avoid a rate of penetration which exceeds the rate at which air or water can escape from the venting device at the top of the sampler. A maximum penetration rate of 1 inch per second will usually be satisfactory. Penetration shall be effected by hydraulic pressure approved by the Engineer. In no case shall the sampler be driven with a drop hammer.

When a Stationary Piston-Type Sampler is used, the sampling procedure shall be as recommended by the manufacturer and approved by the Engineer. Typically, the casing is cleaned out and the sampler, with the piston set flush with the bottom cutting edge, is carefully lowered to rest on the bottom of the hole. The piston rod is then rigidly clamped to the top of the casing, and the sampling tube forced into the soil to the proper depth. The piston rod and drill pipe are then locked together at the top prior to removal.

After penetration, allow sampler to set for at least 10 minutes. Rotate the sample tube 2 or 3 revolutions and withdraw slowly using moderate pull of the drill rod, avoiding sudden acceleration, shock or vibration. Piston samplers shall be capable of recovering a nominal 3 inch diameter sample.

When a Denison Sampler is used, the sampling procedure shall be as recommended by the manufacturer and approved by the Engineer. Samples shall be obtained by means of a Denison Sampler with a nominal inside diameter of 3 inches. The stationary inner tube shall project beyond the outer rotating tube with the length of the projection to be determined by the Engineer. Samples of the soil penetrated shall be obtained by rotary drilling with downward pressure in one smooth, continuous push. Alternate halting and starting the advance of the sampler will not be permitted. The actuating rod shall be removed prior to withdrawing the drill rods and sampler. Upon completion of the rotating pressing action, the Contractor will wait 10 minutes or whatever time is necessary, in the opinion of the Engineer, to permit the soil sample to swell inside the tube. During such time, the tube will remain undisturbed in the ground. After this period of time has elapsed, the drill rods shall be tightened and then rotated at least once to shear the soil at the bottom of the sampler.

### Preservation and Identification of Sample

Immediately upon recovery, the sampling tube with sample shall be detached from the head of the mechanism in a manner to cause as little disturbance as possible to the sample. The undisturbed sample shall then be trimmed, measured, and sealed in the following manner:

1. The cutting edge of the tube shall be inspected. Any material extending beyond the cutting edge shall be trimmed away. The cutting edge end shall then be temporarily capped and wrapped with electrical tape. If the sample has sheared off inside the tube to a depth of 1/2 inch or more, insert packing material into the tube. If a porous material such as paper or rags is used for packing material, it shall be completely wrapped in impervious material (such as plastic food wrap material).
2. The top of the tube shall be inspected and all wash or other disturbed material shall be carefully removed.
3. The inner wall of the top of the tube shall be wiped clean of all soil and water.
4. The overall length of the tube and distance from the top of the tube to the top of the sample shall be measured and recorded to the nearest 1/16 inch.
5. The top of the tube shall be sealed using a mixture of equal parts of paraffin and micro-crystalline wax such as Petrowax (Gulf Oil Corp.) or Product 2300 (Socony Vacuum Oil Corp.) or an approved equal. The wax shall be heated to slightly above its melting point. It shall then be poured into the tube to a thickness or approximately 1/2 inch and allowed to harden. A second layer of the same thickness shall then be poured and allowed to harden.
6. Damp soil shall be used for packing the space between the top of the seal and the top of the tube. If this is not available, paper or rags may be used provided they are wrapped in an impervious material or dipped in molten wax before being inserted.
7. The top of the tube shall be capped, wrapped with plastic electrical tape and dipped in wax to coat the cap and tape.

8. The temporary cap shall then be removed from the bottom of the tube and the material cleaned out to a minimum depth of 1/2 inch.
9. The distance between the bottom of the sample and the bottom of the tube shall be measured and recorded to the nearest 1/16 inch.
10. The tube bottom shall be sealed and capped in the same manner as the top, except that a single 1/2 inch thickness of seal will suffice, if the space is no more than 1/2 inch.
11. After sealing is completed, the tube shall be kept vertical with cutting edge down at all times, both in storage and transportation.

The sample tubes shall be permanently and clearly labeled to show the date, the location of boring, the boring number, the sample number, top and bottom depth of sample, top end of sample, and recovery.

The sample tubes and crates used for transporting the undisturbed samples shall be labeled "Do Not Jar or Vibrate" and "Store and Transport in a Vertical Position", and if necessary, shall be well packed in excelsior or other equal material to prevent movement, vibration and freezing.

Particular care shall be taken at all times in the handling of undisturbed samples to avoid dropping, jarring or rolling so as to eliminate the possibility of any shock or sudden movement altering the original condition of the sample.

The Contractor shall properly store the sample tube in a vertical position until delivered to the Engineer.

#### Acceptable Sample

Undisturbed soil samples shall have a minimum recovery of 75 percent to be acceptable. If an acceptable sample can not be obtained on the first attempt in any particular stratum, the Contractor shall make a second attempt and, if still unsuccessful, further attempts to obtain an acceptable sample shall be made until discontinuance is ordered by the Engineer.

If the Contractor does not obtain an acceptable sample due to improper sampling procedures, another boring shall be performed by the Contractor near the initial boring location in order to obtain an acceptable sample at the same depth as the initial boring at no additional cost to the Department.

After an acceptable undisturbed soil sample is obtained, the hole shall be cleaned out and a split spoon sample shall be taken.

Representative trimmings from each undisturbed sample shall be preserved in an approved sample container and packaged in sequence with the respective ordinary, dry samples.

The Engineer reserves the right to reject and refuse payment for any sample which received excessive disturbance due to the Contractor's carelessness or method of operation.

## Record Data

A complete description of the sample and pertinent sampling data shall be recorded on the boring log. This information shall include the rate of penetration of the sampler, method used to advance the sampler, the pressure used if advanced hydraulically, the total depth of penetration, and the length of sample recovered.

### **Method of Measurement:**

The quantity of undisturbed samples will be measured as the actual number of undisturbed samples obtained and accepted.

### **Basis of Payment:**

The quantity of undisturbed samples will be paid for at the Contract unit price per each. Price and payment will constitute full compensation for all cost of securing the samples and providing tubes, caps, etc., necessary for preservation of samples, labels, records, storage, and delivery of the samples.

## **Bid Item Description** **605542 – AUGER DRILL WITHOUT SAMPLING**

### **Description:**

Drilling to certain depths from previous drilling to continue sampling, or starting at certain depth for sampling.

### **Method of Measurement:**

The quantity of linear feet drilled will be measured.

### **Basis of Payment:**

The quantity of linear feet drilled (added to another Item Description) will be paid for at the Contract unit price per foot. Price and payment will constitute full compensation for all additional feet drilled with no sampling. All other costs are covered in the original Item.

## **Bid Item Description** **605543 - ROCK CORE DRILLING (NXM)**

### **Description:**

This work consists of core drilling rock by any approved standard and accepted method of rotary diamond core drilling capable of obtaining continuous and complete cores not smaller than NX size from any subsurface interval or rock or boulders designated for investigation. Coring shall begin where it is impractical or impossible to advance the hole by driving the standard split barrel sampler or at refusal on the roller bit, as determined by the Engineer. Fragments of rock, large gravel, hard strata, or boulders that require one foot or less of drilling will not be considered as

Rock Core Drilling and payment for such footage will be made at the Contract unit price per linear foot for Soil Borings. Rock coring shall be carried to the depths directed by the Engineer and will usually go a minimum of 10 feet into competent rock below the bottom of structure founding elevation.

Where material capable of being sampled or tested is encountered below a rock stratum, boulder, etc., the Engineer may direct the Contractor to enlarge the bore hole through the rock stratum, boulder, etc., to permit sampling and/or testing of such material.

The use of clean water for core drilling will be required. Recirculated water shall not be used. The Contractor shall make suitable arrangements satisfactory to the Engineer for the procuring and disposing of this water.

### **Materials and Construction Methods:**

#### **Equipment**

All core drilling shall be done with a hydraulic feed, rotary core drill using a "M" series double tube core barrel with diamond-set, bottom discharge core bits.

#### **Casing**

In order to prevent the overburden from seeping into the hole from which the core is to be taken, the hollow stem auger or drive casing, as required for Soil Borings, shall be seated tightly on the rock or boulder at the elevation where rock or a boulder is encountered prior to beginning the coring operation. If a stratum of bedrock material is encountered, which in the opinion of the Engineer required penetration and subsequent soil sampling below, blasting with small charges of dynamite will be permitted for the removal of this stratum and small boulders or other obstructions which cannot be conveniently removed otherwise. Before blasting, the augers shall be pulled up at least 8 feet to avoid damage. Blasting will be approved by the Engineer only where it is definitely known that there are no subsurface or surface structures in the vicinity that may be affected and it shall be performed strictly at the Contractor's responsibility. Any damages occurring to any surface or underground structure caused by such blasting will be repaired by the Contractor at no cost to the Department.

Any method used to carry the boring through the obstacle other than rock core drilling as required by the Engineer and in excess of 1 foot, shall be considered as Soil Boring and will be measured and paid for at the unit price per linear yard bid in the proposal. If rock core drilling is required, it will be measured and paid for at the unit price per linear yard bid in the proposal for Rock Core Drilling, when the obstacle drilled is in excess of 1 foot.

If the Contractor abandons a boring before adequate information is obtained and starts another boring adjacent to it in preference to carrying the boring through the obstacle, or because of a shattered or misaligned casing, no payment will be made for the work done on the abandoned boring.

## **Coring Procedure**

Drilling shall be done to assure maximum percentage of core recovery from both hard and soft rocks. Should it be impracticable at any depth of penetration of rock to obtain a core, or should a seam of disintegrated rock or filled voids be encountered, particular care shall be taken to obtain the best samples possible of the material. Drilling shall be stopped, the core barrel shall be removed from the hole, and the standard 2 inch O.D. drive sampler, described hereinafter, shall be used to obtain samples and penetration resistance blow counts as specified in the section entitled "Soil Borings". Correct measurement of the interval or depth for which no core is obtainable shall be carefully determined and recorded. The core shall be pulled at intervals not exceeding 5 feet. The Contractor shall control his/her drill fluid pressure and rate of flow, speed of bit rotation and pressure on the bit at all times in such a manner to assure maximum core recovery in whatever kind of rock being drilled. Where soft or broken rock is encountered, the Contractor shall reduce the length of "runs" in order to reduce core loss and core disturbance to a minimum. Failure to comply with the foregoing procedures shall constitute justification for the Engineer to require redrilling at the Contractor's expense of any boring from which the core recovery is unsatisfactory. If solid rock is encountered (recovery 80% or greater), 10 feet of coring shall usually be sufficient. When soft or broken rock is encountered, the borings shall go to depths greater than the 10 feet. The Contractor shall exercise particular care in recording water losses, rod jerks, drips, changes in rotation speed and other unusual coring experiences that, may help identify the nature and the extent of any fracturing, soft seams, voids, and any other characteristics of the formation being cored.

## **Ground Water**

The Contractor shall remove the core and all tools at the end of each day's drilling and measure and record water levels just prior to resumption of drilling operations. The Engineer may also require water level determinations at any time during the drilling operations when such measurements will not interfere with normal work such as between "core runs". The Contractor shall also take a water level reading 24 hours after the auger/casing is removed. In the event the hole collapses before the ground water is observed, the depth to the collapsed portion shall be recorded. Ground water determinations as described in this paragraph will not be paid for separately, but will be considered incidental to the work.

## **Preservation and Identification of Cores**

All cores of rock and consolidated material shall be carefully handled to insure their proper identification and sequence and shall be placed in suitable core boxes in the exact order of their removal from the bore hole. Boxes shall be of uniform size, shall be substantially constructed of dressed lumber, and shall have hinged number lids with suitable hook and eye or hasp and staple fastenings so as to prevent accidental opening of the lid during handling and shipment. Suitable partitions or rigid division strips shall be inserted in the box and permanently fastened in place to prevent the possibility of any section of core from becoming dislocated from its proper sequence. Blocks shall be placed at the top and bottom of each "core run" in the box, and shall be securely fastened in place and marked at the time the core is placed in the box directly from the core barrel. Cavities and large fractures shall also be recorded in the boxes. The cores shall be placed from left to right, beginning at the top hinged side of the core box, as in writing. Only the samples from one

hole shall be packed in any one box unless otherwise authorized by the Engineer. No core drilling shall begin without having core boxes on hand at the boring site.

In the top and at one end of each core box, the Contractor shall clearly and legibly paint or stencil, using waterproof paint the following identifying data: title of project, location of site by name/or survey station and offset, boring number and name of Contractor.

During the period of active work in the field, the Contractor shall provide and be responsible for storing all core boxes in a warm, dry, locked, temporary storage facility convenient to the work areas. Within 72 hours after the completion of boring work at the project site, the Contractor shall transport all boxed samples to the Engineer.

## **Records and Logs**

The Contractor shall keep a complete and accurate record of all details of the Rock Core Drilling operations in a field book and on suitable boring log forms provided by the Contractor. Upon completion of each boring, two copies of the field log, on 8-1/2 x 11 inch paper shall be given the Engineer. The description of the soil, rock, and other material encountered in the boring shall be made by the driller with the assistance of the Engineer. Each boring log shall record the information pertinent to the type of boring work being accomplished as outlined in the following sections. The following general information shall be recorded on each and every boring log:

- (a) Title of project and section designation
- (b) Location of site by name, and/or survey station and offset, if any, right or left of survey baseline
- (c) Hole number as specified on the Plans, or as furnished by the Engineer.
- (d) Names of the Engineer, Contractor, Inspector and drilling crew.
- (e) Date of starting and completing each boring
- (f) Ground elevation of the top of the hole as provided by the Engineer.
- (g) Depth to the top of ground water, if present.
- (h) Diameter and description of casing used.
- (i) Depth to which casing is advanced.

The following information shall be recorded on the boring logs for that portion of the boring penetrating rock or boulders more than 1 foot thick by the diamond bit rock core boring method:

- (a) Size and depth of core barrel used
- (b) Depth at which rock or boulder was encountered
- (c) Depth of each change in rock
- (d) Length of coring run in feet, length of rock recovered, and percentage of core recovery (equal length of core recovered divided by the length of the coring run).
- (e) Rate at which run was cored in minutes per 1 foot.
- (f) Depth to top and bottom of all voids, cavities and soft seams
- (g) Description of the rock encountered shall be in accordance with standard geologic terms and shall include:

- (1) Type - shale, sandstone, gneiss, schist, diabase, granite, etc.
  - (2) Color - red, brown, gray, dark gray, light yellowish brown, etc.
  - (3) Hardness - soft, medium soft, medium hard, hard and very hard
  - (4) Fracturing - very badly broken, badly broken, broke, slightly broken and solid.
  - (5) Texture - fine grained, medium grained, coarse grained, brecciated, porous, dense, etc.
  - (6) Bedding - thin bedded, medium bedded, thick bedded, massive, layered (banding, schistosity, fissility)
  - (7) Weathering - fresh, slightly weathered, moderately weathered, highly weathered and completely weathered.
- (h) Description of any unusual incidents encountered during the drilling operations such as caving, loss of water and where possible, and explanation for poor core recovery.
- (i) Rock quality designations (RQD) - an indirect measure of fractures and other imperfections of the rock mass. It is calculated by summing up the total length of core recovered but counting only those pieces of core 4 inches in length or longer, and which are hard and sound. It is expressed as a percentage of the total run.

**Method of Measurement:**

The quantity of rock core drilling will be measured in feet as the actual length of rock cored and accepted. The length will be measured from the top of the boulder or rock to the lowest elevation penetrated exclusive of all intervals of depth where actual drilling was not performed.

**Basis of Payment:**

The quantity of rock core drilling will be paid for at the Contract Price and payment will constitute full compensation for the cost of providing labor, materials and plant necessary for rock core drilling as required; the cost of securing, packing, storing, and delivering all rock core samples; the cost of moving plant and equipment within the site, the cost of taking and recording ground water observations; the cost of surface restoration; and all else in connection with or incidental to the drilling operation.

Payment will not be made for rock cores in excess of the required depth.

Fragments of rock, large gravel, hard strata or boulders that may require drilling in the amount of 1 foot or less and intervals of depth not actually covered as excluded above will not be considered as rock, and measurement for payment for such length will be made as specified for soil borings.

**Bid Item Description**  
**605544 - OBSERVATION WELLS**

**Description:**

This work consists of installing observation wells in borings selected by the Engineer. Notice to install an observation well will be given prior to the time of completion of the borings selected.

**Materials:**

- a. Main pipe shall be solid 2 inch minimum outside diameter, straight, rigid polyethylene or PVC, Schedule 40.
- b. Open pipe shall be 5 feet long, slotted 2 inch minimum outside diameter, straight, rigid polyethylene or PVC, Schedule 40.
- c. External couplings, capable of tight connections without causing twisting, kinking, or collapsing the main and open pipes shall be used to connect the pipes.
- d. A bottom cap shall be used to tightly close off the bottom end of the connected pipes.
- e. A metal, lockable cover shall be cemented to the top end of the connected pipes.
- f. Clean granular sand shall be used around the outside of the pipe below and along the length of the slotted pipe.
- g. Bentonite pellets shall be used on top of the sand above the slotted pipe.

**Construction Methods:**

**Installation**

The installation shall be protected at all times so that water and debris cannot enter the boring or the pipe from the surface. If the pipe does not extend to the bottom of the borehole, then the borehole shall be backfilled to the required bottom elevation of the pipe.

The slotted PVC pipe shall extend to the depth directed by the Engineer. The assembled pipe shall be lowered into the cased boring and the casing withdrawn from the hole. The pipe shall be kept centered in the boring while the casing is withdrawn.

The annulus between the pipe and the borehole shall be filled with clean granular material. The granular material shall extend 1 foot below and 1 foot above the section of the slotted pipe. A 1 foot thick layer of bentonite pellets shall be placed on top of the granular material above the section of slotted pipe.

Installation of the granular material and bentonite pellets shall be performed while withdrawing the drill casing. Care shall be taken to minimize the increments of casing withdrawal so that collapse of the borehole does not occur. Sand and bentonite pellets shall be placed slowly enough so that bridging does not occur and the pipe is not lifted as the casing is withdrawn.

Backfill above the bentonite pellets may consist of available material and must be placed so that no voids or bridging occurs above the pellets. A cover shall be cemented to the top of the pipe, flush with the ground surface.

## **Observation**

The groundwater elevation at these borings is to be observed by the Engineer 24 hours after completion of the boring and daily thereafter until the groundwater elevation has stabilized. The groundwater observation wells shall be maintained during the duration of the Contract and shall be left in place at the end of the Contract period.

### **Method of Measurements:**

The quantity of observation wells will be measured as the actual number of linear feet of PVC pipe (solid and slotted) installed and accepted.

### **Basis of Payment:**

The quantity of observation wells will be paid for at the Contract unit price per linear yard. Price and payment will constitute full compensation for furnishing and installing all materials, maintaining the wells, and for all labor, equipment, tools and incidentals necessary to complete the work.

## **Bid Item Description** **605545 – SOIL BORINGS, LAND**

### **Description:**

This work consists of advancing soil borings (drillings) through unconsolidated or partly consolidated sediments or decomposed rock by use of Hollow Stem Augers (HSA) or Drive Casing and sampling with a split barrel sampling spoon at locations designated on the Plans or as directed by the Engineer. Those soil borings made over "deep" water requiring a barge or other special equipment, or in wet areas that cannot be accessed by a truck mounted rig, will be considered Soil Borings, Watering, all others will be considered Soil Borings, Land.

Standard Penetration Tests (SPT) and Split Barrel Sampling of the soils shall be taken at the ground surface and at 5 foot intervals thereafter in all hollow stem auger and drive casing holes.

### **Materials and Construction Methods:**

#### Hollow Stem Auger Method

The Contractor shall use a power-driven, continuous, hollow-stem auger casing to advance and maintain the hole. The clear inside diameter of the hollow stem must be large enough to allow for the insertion of a 3.0 inch OD Shelby Tube soil sampler and attached rods through the in-place auger casing when elevations are reached for securing soil samples.

When using auger casings, the relative resistance to penetration, general feel and performance of the auger operation, and the cuttings obtained from the auger shall be observed and recorded for detection of changes in the materials encountered.

The plug point shall be withdrawn through the hollow stem, the sampler lowered through the full length of the auger, then driven or pressed below the auger bit and withdrawn. After replacing the plug point, the auger shall proceed to the next point of sampling. When the use of hollow stem augers is not feasible because of site conditions, the use of drive casings will be permitted.

All boreholes shall be preserved from collapse and bottom instability during advancement and sampling operations. When drilling below the natural ground water level, water shall be maintained inside the augers at a level above the ground water level at all times. If it is required to prevent bottom instability, water should be added to maintain a positive static water head inside the augers during drilling and withdrawal of the drilling rods. Cleaning out of the augers shall be required if the accumulation of material within the hollow-stem, between sampling intervals, is of a degree that is detrimental to the purpose of the sampling operation. Cleaning out the augers shall be performed with wash rods and a roller or side discharge chopping bit.

#### Drive Casing Method of Advancing Borings

All sampling and other procedures referencing the HSA method will also apply where drive casing is employed.

Casing shall be extra-strong steel pipe or flush-coupled casing with a nominal inside diameter of 4 inches.

Casing shall be sunk vertically through earth and other materials, including boulders and rock veins, to rock or, if not to rock, to such depth below ground as the Engineer may order. They shall be driven down without washing to the depth at which a sample is to be taken, after which the material shall be cleaned out to the bottom of the casing and the sampler driven or pushed below the bottom of the cleaned casing. After sampling, casing driving shall be resumed.

The use of clean water for cleaning out the casing between sample elevations will be required. Recirculated water shall not be used. The Contractor shall make suitable arrangements for properly procuring and disposing wash water.

The weight of hammer to be used in driving the casing shall be 300 pounds with a 24 inch height of free fall. The hammer shall be raised by means of a rope having one end wrapped (not more than three loops) around a winch head. Wire rope will not be permitted. A continuous record of the blows per 1 foot required for the driving of the casing shall be kept.

Simultaneously washing and driving of the casing will not be permitted except when the Engineer judges the driving requires the use of water. Where the use of water is permitted, borings shall be advanced by saw tooth, chopping, fishtail, or rollerbits, all having side discharge jets. In advancing the boring, return water circulation, resistance to penetration and general performance of the drill shall be observed for detection of change in material. The casing shall next be advanced, if needed for retaining the hole open, to the point of maximum penetration of the washed pilot hole. The casing shall be cleaned in a manner to result in minimum disturbance of the soil below the casing shoe. All sampling shall be performed in advance of the casing shoe. A record must be kept of the depths between which simultaneous washing and driving occurred.

In some cases where the characteristics of the soil are suitable, the Engineer may permit the Contractor to discontinue driving the casing and accept advancing the boring by means of wash rods with a roller bit or side discharge chopping bit to the elevations at which samples are to be

taken. This procedure shall be noted in the boring record. Should there be any indication of the sides of the hole collapsing, thus blocking normal progress of the boring, driving of the casing shall be resumed.

When a boulder or a stratum of ledge rock is encountered before the required depth of boring has been reached, it shall be the Contractor's responsibility to carry the boring through or past these obstacles but only by methods approved by the Engineer. The Contractor may, in some cases, be permitted to core the boulder or rock stratum to determine its size and characteristics. The required size of sampler to be used below the obstacle shall determine the size of boring to be made. A log of the nature of the obstacle and the method used to carry the boring through the obstacle shall be recorded.

### Sampling Device

The sampling device for ordinary, dry samples from Soil Borings shall be a standard split barrel sampler meeting the requirements of the "Penetration Test and Split-Barrel Sampling of Soils" AASHTO T206. The sampler shall be a split barrel tube with an outside diameter of 2 inches, an inside diameter of 1-3/8 inches, a minimum length of 18 inches between the driving shoe and the smaller head, and a minimum total length of 27 inches. The drive shoe shall be hardened steel and shall be replaced or repaired when it becomes dented or distorted. The sampler head shall have a 1/2 inch minimum diameter vent ports and shall contain a reliable ball check valve.

Core retainers shall be used with the sampler, when necessary, to avoid loss of the sample. In cases where the material encountered is not sufficiently cohesive to permit the standard sampler to recover a sample on the first trial, a flapper valve, basket retainer, or other approved device shall be used to recover a sample. The use of such a device shall be noted on the boring log.

Should the Contractor, in securing samples, fail to provide the proper types of samplers, valves, traps and other special sampling devices, these samples will be deemed unacceptable by the Engineer.

### Sampling Procedure

The HSA or casing shall be advanced to the sampling depth and the loose material within the casing cleaned to its bottom before driving the sampler. Clean out shall be roller bit or chipping bit.

The sampler shall be driven into the soil below the HSA or casing for a distance of 18 inches or until further penetration is impossible with a 140 pound hammer falling freely through a vertical distance of 30 inches. The number of blows of the hammer shall be recorded for each 6 inches of penetration and, if 6 inches is not penetrated in one hundred (100) blows, the sampler will be considered to have met refusal and the blows shall be recorded as 100/number of inches penetrated. The hammer shall be raised by the use of a manila rope which the driller shall pull by hand with the assistance of a power operated spool or drum about which the rope will freely slip during the drop of the hammer. Wire rope will not be permitted to lift the hammer. All sampling devices, including driving mechanisms, used by the Contractor shall be approved by the Engineer.

Samples of the soil retained in the split barrel sampler shall be taken from that portion of the soil column between 6 and 18 inches below the bottom of the casing. The sample so obtained shall be representative of the material from which it is taken and shall be in an unwashed condition.

Samples recovered from wash water, commonly termed "wash samples" will be unacceptable. If less than 9 inches of soil is retained in the sampler, a second sample shall be taken immediately below the deficient sample, after first advancing the boring. If more than one soil type is present in the sampler, a sample shall be taken of each type, and the length of each type of soil in the sampler shall be noted on the boring log.

#### Preservation and Identification of Samples

The disturbed samples obtained with the split barrel sampler shall be removed with as little disturbance as possible, and immediately placed in a suitable approved container. Samples which retain form upon removal from the sampling spoon, shall not be jammed or forced into the container. Each sample container shall be clearly and permanently labeled to show the project and section numbers, boring number, station location, elevation or depth at which the sample was taken, the kind of material and the number of blows of the sampler.

If two or more materials are encountered in a sampler, separate approved containers shall be used for each material. The letters "A", "B", etc. shall be added to the sample number on each container to designate the different materials.

The Contractor shall provide the sample containers, keeping a sufficient supply on hand to prevent any delay in the work.

The Contractor shall pack all samples in containers that are acceptable to the Engineer and of sufficient durability to withstand handling without breakage of the sample containers. On the top and one end of each container, the Contractor shall neatly and legibly paint or stencil, using waterproof paint, the following identifying data: title of project and designation of section thereof; location of site by name and/or survey station; boring numbers; and name of Contractor; all as required or directed by the Engineer.

During the period of active work in the field, the Contractor shall be responsible for storing all soil samples in a warm, dry, locked, temporary storage facility convenient to the work areas.

#### Determination of Running Sand

In order to determine whether the water pressure on sand is sufficient to cause the sand to run when unconfined, the Engineer may order a test for running sand.

The test shall consist of obtaining a sample of the sand with a split barrel sampler as specified in the sampling procedure. The casing shall then be drilled into the sand 2 feet below the elevation at which the sand was encountered, and carefully washed out to the bottom. The hole shall then be allowed to stand ten (10) minutes, and the elevation at which the sand then stands in the casing shall be measured. The water in the casing shall then be removed to a point 5 feet above the bottom of the casing to produce an unbalanced hydrostatic condition and the elevation of the top of the sand shall again be measured.

No more than one such test will be required at each structure when sand is encountered at depths near or above the anticipated elevation of the bottom pier or abutment excavation.

#### Ground Water

Depth to ground water shall be determined when initially encountered and upon completion of the boring. The Contractor shall also take a water level reading 24 hours after the augers are removed. In the event the hole collapses before the ground water is observed, the depth to the collapsed portion shall be recorded. For Soil Borings, ground water level measurements will not be made unless unusual circumstances are encountered.

## Records and Logs

The Contractor shall keep a complete and accurate record of all details of the Soil Boring operations in a field book and on suitable boring log forms provided by the Contractor. Upon completion of each boring, two copies of the field log, on 8-1/2 x 11 inch paper, shall be given to the Engineer. The description of the soil, rock and other material encountered in the boring shall be made by the Contractor or the Engineer's Representative. Each boring log shall record the information pertinent to the boring work being accomplished as outlined in the following sections.

The following general information shall be recorded on each boring log:

- (a) Contract number, title of project and section designation
- (b) Location of boring by survey station, and offset, right or left of survey baseline
- (c) Boring number as specified on the Plans or as furnished by the Engineer
- (d) Names of the Engineer, Contractor, Inspector, and drilling crew
- (e) Date of starting and completing each boring
- (f) Ground elevation of the top of the hole as provided by the Engineer
- (g) Depth to the top of ground water, if present.

The following information shall be recorded on the boring logs for that portion of the boring penetrating unconsolidated or partly consolidated sediments or decomposed rock by drilling and sampling with a split barrel sampler:

- (a) Type of drill rig used
- (b) Size, type and length of augers used in each hole
- (c) Method used to clean out casing between sampling intervals
- (d) Size of split barrel sampler, weight of hammer, height of drop, and number of blows of the hammer for each 6 inches of penetration of the sampler out of a total minimum penetration of 18 inches for each sample. Where 6 inches is not penetrated in one hundred (100) blows of the hammer, the distance penetrated in one hundred (100) blows shall be recorded
- (e) Depth to beginning and end of sampling drive, and the length of sample recovered from the sampler
- (f) Depth to the top of each change or stratum of material
- (g) Description of the material encountered shall be in accordance with standard practice and shall include:
  - (1) Type - topsoil, sand, silt, clay, gravel, silty clay, sandy silt, etc.
  - (2) Color - light brown, dark reddish brown, etc.
  - (3) Moisture - dry, moist, wet, saturated,
  - (4) Consistency - soft, loose, medium, firm, stiff, etc. as determined by "N" values in Table 1 below.

**TABLE 1**

<b>DEGREE OF DENSITY OR CONSISTENCY</b>			
<b>Non-Cohesive Soils</b> Descriptive term	<b>(Sand) Standard</b> Penetration "N" - Blows/1 foot	<b>Cohesive Soils</b> Descriptive Term	<b>(Clay) Standard</b> Penetration "N" - Blows/1 foot
Very loose	0-4	Soft	0-4
Loose	5-10	Firm	5-8
Medium	11-30	Stiff	9-15
Dense	31-50	Very Stiff	16-30
Very Dense	51+	Hard	31+

**False Starts**

The Contractor is to verify the exact location of all known utilities prior to drilling. If the Contractor is unable to complete any boring due to encountering underground utilities or structures, the existence and location of which could not have been previously known, or because obstacles or obstructions are encountered which the Engineer considers are of an unusual nature and that failure to penetrate them is not the fault of the Contractor's methods or equipment, a false start will be measured and paid for at the applicable Contract unit price. The record of false starts shall be forwarded to the Engineer. For the new hole, bored to replace the abandoned hole, the Contractor shall operate as if a completely new hole was bored obtaining soil samples, standard penetrations tests, etc., in the depths reached by the abandoned hole.

**Backfilling and Restoring**

All holes from work performed shall be backfilled and acceptably restored.

**Method of Measurement:**

The quantity of soil borings will be measured as the total depth in linear feet of each boring actually made either by use of driven casing or augered casing and accepted by the Engineer. Measurement will be from the surface of existing ground or ground level below water (i.e. streambed) to the bottom of the hole, or to the depth at which Rock Core Drilling starts. The bottom of the hole shall include the depth of the last ordinary disturbed sample when obtained below the bottom of the drilled hole. When the last sample is an undisturbed sample, the bottom of the hole shall not include the depth of such last undisturbed sample.

If the Contractor abandons a hole prior to approval of the Engineer, no measurement or payment will be made for the hole that has been abandoned.

Any method used to carry the boring through the obstacle other than rock core drilling in excess of 1 foot, shall be considered as Soil Boring.

If the Contractor abandons a boring before adequate information is obtained and starts another boring adjacent to it in preference to carrying the boring through the obstacle, or because of a shattered or misaligned casing, no measurement or payment will be made for the work done on the abandoned boring.

**Basis of Payment:**

The quantity of soil borings will be paid for at the Contract unit price per linear yard for the type of soil boring performed. Price and payment will constitute full compensation for the cost of all labor and materials necessary for furnishing and sinking of casing, as required; the cost of taking, packing, storing, and delivering ordinary dry samples; the cost of determination of running sand; the cost of taking and recording ground water observations; the cost of filling holes and surface restoration; and all else in connection with or incidental to the drilling.

**Bid Item Description**  
**763587 - MAN-HOURS OF MISCELLANEOUS WORK**

**Description:**

The work of this item includes non-management work such as performing percolation tests, coring bridge decks or roadways to gain access to soil, recording observation well water levels, preparing sites for access when such preparation requires more than incidental preparation (less than one hour of crew time is considered incidental; this miscellaneous work does not include reconnaissance, utility clearance, planning, or equipment movement work). Temporary Traffic Control planning and execution, protection and delivery of samples, and other work specifically included in other items of work are not included in this work item.

**Method of Measurement:**

The quantity of man hours will be measured as the actual number of man-hours approved by the Engineer.

**Basis of Payment:**

The quantity of man-hours will be paid for at the contract price per hour. Price and payment will constitute full compensation for wages, all employment expenses, and necessary incidentals.

**Bid Item Description**  
**763589 - MOBILIZATION FOR TRUCK MOUNTED BORING RIG**

**Description:**

This work includes mobilization to project sites that are accessible by a truck mounted boring rig. Clearing to access a project site shall be included in this item.

**Basis of Measurement and Payment:**

The item, mobilization for truck mounted boring rig, will be paid for at the Contract unit price per each mobilization for truck mounted boring rig which price and payment shall constitute full compensation for furnishing all equipment, material, and manpower required to acceptably perform all the work involved.

**Bid Item Description**

**763590 - MOBILIZATION FOR ALL TERRAIN VEHICLE OR SKID MOUNTED BORING RIG**

**Description:**

This work includes mobilization to project sites requiring an all terrain, skid mounted, or other boring rig, as determined by the Engineer. Work areas may include wetland sites, marshes, low lying areas, or the "shallow" water locations. Wetland maps may be used to delineate wetland areas. Also included under this item shall be mobilization to steep embankment areas, or other areas that are inaccessible to truck mounted rigs.

**Basis of Measurement and Payment:**

The item, mobilization for all terrain vehicle or skid mounted boring rig, will be paid for at the Contract unit price per mobilization for all terrain vehicle or skid mounted boring rig which price and payment shall constitute full compensation for furnishing all equipment, material, and manpower required to acceptably perform all the work involved.

**Bid Item Description**

**763591 - MOBILIZATION FOR BARGE MOUNTED BORING RIG**

**Description:**

This work includes mobilization to project sites over water requiring a barge or a platform. Typical work shall include drilling in areas of "deep" water such as navigable waterways, ponds, lakes, and other location inaccessible to all terrain or skid vehicles.

**Basis of Measurement and Payment:**

The item, mobilization for barge mounted boring rigs, will be paid for at the Contract unit price per mobilization for barge mounted boring rigs which price and payment shall constitute full compensation for furnishing all equipment, material, and manpower required to acceptably perform all the work involved.

### **Bid Item Description**

#### **Item: 18 - MAN-HOURS OF PROJECT MANAGEMENT**

##### **Description:**

The work of this item includes management related work such as initial site review, scoping of jobs, special requests from Engineer, vendor manager additional time, etc. (less than one hour of time is considered incidental). Previous approval of the Engineer is required.

##### **Method of Measurement:**

The quantity of man hours will be measured as the actual number of man-hours used and approved by the Engineer.

##### **Basis of Payment:**

The quantity of man-hours will be paid for at the contract price per hour. Price and payment will constitute full compensation for wages, all employment expenses, and necessary incidentals.

### **Bid Item Description**

#### **Item: 19 - PIEZOMETER INSTALLATION & REMOVAL**

##### **Description:**

The work of this item includes placement of instrument at specified depth, initial and final reading of results, recording of initial and final readings, recovery of instrument and closing of sample hole. Time spent recording readings of instruments beyond the day of installation and prior to day of removal are billed at Man-Hour of Miscellaneous Work Item Description rates.

##### **Method of Measurement:**

The quantity of piezometer installation and removal will be measured as each.

##### **Basis of Payment:**

The quantity of piezometer installation and removal will be paid for at the contract price per each.

**Bid Item Description**  
**Item: 27, 28, 29 – DOUBLE-RING INFILTRATION TEST**

**Description:**

To provide in situ infiltration rates for design of storm water management systems. The apparatus consists of two concentric rings, driving caps, two graduated Mariotte tubes, depth gauges, and metal tamp for soil. The two rings are driven into the ground in an already prepared site to a predetermine depth by Engineer. Both ring areas are filled with water and the outer ring acts as a barrier to encourage only vertical flow from the inner ring. The information gathered from this test is converted by the consultant into an infiltration rate. Testing shall be done in accordance with ASTM D5126 “Comparison of Field Methods for Determining Hydraulic Conductivity in the Vadose Zone.”

This test includes the above mentioned equipment, water source, mobilization, use of a backhoe to dig and prepare the testing area, site remediation, data collection by a trained technician, all labor associated with this test, any and all associated mathematical computations and conversions, and other incidentals. The test is expected to last at least six (6) hours (or until after a relatively constant rate is obtained.) Readings from the mariotte tubes shall be recorded on an approved worksheet that has the project title and contract number, technicians who performed the test, date, weather conditions, location of test (GPS coordinates and initial ground elevation), ID number (of test), depth of test, any abnormal conditions during test, and all relevant data collection. A bulk sample shall be collected at the test depth and given to the central Dover laboratory for index testing.

**Payment:** Payment for this item is per test, per County and includes all equipment, labor, and incidentals as mentioned above.

**Bid Item Description**  
**Item: 30 – BACKHOE OPERATION**

**Description:**

Mobilization and operation of a “backhoe” as needed and deemed by the Engineer.

**Basis of Payment:** Payment for this item is per day (nine (9) hours).

**Bid Item Description**  
**Item: 31 –DOZER OPERATION**

**Description:**

Mobilization and operation of a “dozer” as needed and deemed by the Engineer.

**Basis of Payment:** Payment for this item is per day (nine (9) hours).

**Bid Item Description**  
**Item: 32, 33 –HAND AUGER SAMPLING**

**Description:**

Soil sampling in areas where drill rigs cannot access (poor vehicle access), utility conflicts that cannot be resolved, and/or determining initial soil conditions through the use of a hand operated device. Generally, this type of soil sampling is limited to shallower depths than depths with a drill rig. The type of hand auger depends on the type of soil encountered and shall be directed by the Engineer. Soil samples shall be collected per 6” or 12” as directed by the Engineer. Testing procedure shall follow ASTM D4700 “Standard Guide for Soil Sampling from the Vadose Zone”.

**Basis of Payment:** Payment for this item shall include a mobilization to site, a per lineal foot price from top of ground elevation to end of sampling depth, and site remediation. Mobilization shall not be charged if existing drill rigs have already been mobilized at the site at the time of hand augering.

**Bid Item Description**  
**Item: 34 – BOREHOLE ABANDONMENT**

**Description:**

All labor and material associated with filling borehole with a cement and bentonite mixture. Generally used for deep borings and need to grout and is also based on keeping the quality of the aquifer intact.

**Basis of Payment:** Price is per linear foot and for all counties.

**Bid Item Description**  
**Item: 35– TEST PITS, GREATER THAN 10’ IN DEPTH**

**Description:**

Includes heavy equipment rental and labor associated with performing test pits greater than 10’ in depth.

**Basis of Payment:** Price is per linear foot and includes all counties.

**Bid Item Description**  
**Item: 36 – MAN-HOUR, WEEKEND/OVERTIME RATE**

**Description:**

Man-hour, weekend/overtime pay rate.

**Basis of Payment:** Per hour rate for weekend or overtime work per person per hour.

**Bid Item Description**  
**Item: 37– WELL DEVELOPMENT**

**Description:**

Includes labor and equipment to clean out the well of any sediment and water until clear so that monitoring of well is accurate.

**Basis of Payment:** Price is per hour and is for all counties.

**Bid Item Description**  
**Item: 38 – SLOPE INCLINOMETERS, 3” OR GREATER**

**Description:**

Includes pipe, pipe fittings, and grout, furnished and installed. Testing equipment and readings (monitoring) by others.

**Basis of Payment:** Price is per linear foot and is for all counties.

**Item Description**  
**Item: 39 – SETTLEMENT PLATES**

**Description:**

Includes steel plate and initial pipe to initial dept, furnished and installed.

**Basis of Payment:** Price does not include any other instrumentation or readings (monitoring).

**Bid Item Description**

**Item: 40 – STANDPIPES OR CURB-BOXES FURNISHED AND INSTALLED**

**Description:**

Includes steel pipe with cap (or metal curb-box) and lock to protect well from damage or vandalism.

**Basis of Payment:** Price is per each and for all three counties.

**Bid Item Description**

**Item: 41, 42, 43 – BOREHOLE INFILTRATION TEST**

**Description:**

This test method covers field measurement of limiting values for vertical and horizontal hydraulic conductivities (also referred to as coefficients of permeability) of porous materials using the two-stage, cased borehole technique. These limiting hydraulic conductivity values are the maximum possible for the vertical direction and minimum possible for the horizontal direction. Testing procedure shall follow ASTM D6391 - 06 Standard Test Method for Field Measurement of Hydraulic Conductivity Limits of Porous Materials Using Two Stages of Infiltration from a Borehole. This test includes the use of any associated equipment, water source, mobilization, use of necessary equipment for test preparation, site remediation, data collection by a trained technician, all labor associated with this test, any and all associated mathematical computations and conversions, and other incidentals. The test is expected to last at least six (6) hours (or until after a relatively constant rate is obtained). Readings shall be recorded on an approved worksheet that has the project title and contract number, technicians who performed the test, date, weather conditions, location of test (GPS coordinates and initial ground elevation), ID number (of test), depth of test, any abnormal conditions during test, and all relevant data collection.

**Basis of Payment:** Payment for this item shall include a mobilization to site and all service and will be as lump sum.

**Bid Item Description**

**Item: 44 – MOBILIZATION FOR CONE PENETROMETER EQUIPMENT**

**Description:**

This work includes mobilization to project sites that are accessible by a truck mounted cone penetrometer. Clearing to access a project site shall be included in this item.

**Basis of Measurement and Payment:** The item, mobilization for truck mounted cone penetrometer, will be paid for at the Contract unit price per each mobilization for truck mounted cone penetrometer which price and payment shall constitute full compensation for furnishing all equipment, material, and manpower required to acceptably perform all the work involved.

**Bid Item Description**  
**Item: 45 – SOIL BORING “CPT”**

**Description:**

This work consists of advancing to detriment of the end bearing and side friction drive the Cone penetration tests “CPT” through unconsolidated or partly consolidated sediments or soft rock by use of mechanical or electric type at locations designated on the Plans or as directed by the Engineer. Those soil borings made over "deep" water requiring a barge or other special equipment, or in wet areas that cannot be accessed by a truck mounted CPT, will be considered Soil Borings CPT.

Cone Penetration Tests (CPT) shall be continues reading every two centimeter at the ground surface and drive to the requested depth.

**Materials and Construction Methods:** Hollow Stem Auger Method

The Contractor shall use equipment met the standard specification of the test method ASTM D-3441-04, contractor is response to detriment and calculate all the data as follow:

- 1- Cone resistance  $q_c$
- 2- Friction Resistance  $f_s$
- 3- Friction Ratio  $R_f$
- 4- Pore pressure  $U_o$

**Records and Logs**

The Contractor shall keep a complete and accurate record of all details of the Soil Boring operations in a field book and on suitable boring log forms provided by the Contractor. Upon completion of each boring, two copies of the field log, on 8-1/2 x 11 inch paper, shall be given to the Engineer. The description of the soil, rock and other material encountered in the boring shall be made by the Contractor or the Engineer's Representative. Each boring log shall record the information pertinent to the boring work being accomplished as outlined in the following sections. The following general information shall be recorded on each boring log:

- (a) Contract number, title of project and section designation
- (b) Location of boring by survey station, and offset, right or left of survey baseline
- (c) Boring number as specified on the Plans or as furnished by the Engineer
- (d) Names of the Engineer, Contractor, Inspector, and drilling crew
- (e) Date of starting and completing each boring
- (f) Ground elevation of the top of the hole as provided by the Engineer
- (g) Depth to the top of ground water, if present.

The following information shall be recorded on the boring logs for that portion of the boring penetrating unconsolidated or partly consolidated sediments or soft decomposed rock by the CPT method:

- (a) Type of CPT used
- (b) Size, type and length of rods used in each hole
- (c) Method used to clean out after finish.
- (d) Description of the material encountered shall be in accordance with standard practice and shall include:
  - (1) Type - topsoil, sand, silt, clay, gravel, silty clay, sandy silt, etc.
  - (2) Moisture - dry, moist, wet, saturated,
  - (3) Consistency - soft, loose, medium, firm, stiff, etc.
- (e) graph and data to meet the report section at ASTM D-3441-04

### **False Starts**

The Contractor is to verify the exact location of all known utilities prior to drive the CPT. If the Contractor is unable to complete any boring due to encountering underground utilities or structures, the existence and location of which could not have been previously known, or because obstacles or obstructions are encountered which the Engineer considers are of an unusual nature and that failure to penetrate them is not the fault of the Contractor's methods or equipment, a false start will be measured and paid for at the applicable Contract unit price. The record of false starts shall be forwarded to the Engineer. For the new hole, bored to replace the abandoned hole, the Contractor shall operate as if a completely new hole was bored obtaining soil samples, standard penetrations tests, etc., in the depths reached by the abandoned hole.

### **Backfilling and Restoring**

All holes from work performed shall be backfilled and acceptably restored.

### **Method of Measurement:**

The quantity of soil borings will be measured as the total depth in linear feet of each boring actually made use the CPT. Measurement will be from the surface of existing ground or ground level below water (i.e. streambed) to the bottom of the hole, or to the depth at which Rock Core Drilling starts

If the Contractor abandons a hole prior to approval of the Engineer, no measurement or payment will be made for the hole that has been abandoned.

Any method used to carry the boring through the obstacle other than rock core drilling in excess of 1 foot, shall be considered as Soil Boring.

If the Contractor abandons a boring before adequate information is obtained and starts another boring adjacent to it in preference to carrying the boring through the obstacle, or because of a shattered or misaligned casing, no measurement or payment will be made for the work done on the abandoned boring.

**Payment:** The quantity of soil borings will be paid for at the Contract unit price per linear feet. Price and payment will constitute full compensation for the cost of all labor and materials necessary for furnishing and sinking of casing, as required; the cost of determination of running sand; the cost of taking and recording ground water observations; the cost of filling holes and surface restoration; and all else in connection with or incidental to the test.

**Bid Item Description**

**Item: 46 – LIGHT DUTY SUPPORT VEHICLE**

**Description:**

Mobilization and operation of a light duty vehicle as needed and deemed by the Engineer to support drilling operations. Examples of this item include but are not limited to: ATV's and small boats.

**Basis of Payment:** Payment for this item is per day (nine (9) hours).

**Bid Item Description**

**Item: 47 MOT (WEEKEND/OVERTIME) RATE**

**Description:**

MOT, weekend/overtime pay rate.

**Basis of Payment:** Per hour rate for weekend or overtime work.

# **TEMPORARY TRAFFIC CONTROL DESCRIPTIONS**

**CONTRACT No. 1692-1693**

### **Temporary Traffic Control (TTC) Descriptions**

- 763605 - TEMPORARY TRAFFIC CONTROL–TWO-LANE, TWO-WAY TRAFFIC SHOULDER CLOSURE (DE MUTCD CASE 2)**
- 763606 - TEMPORARY TRAFFIC CONTROL – TWO-LANE, TWO-WAY TRAFFIC LANE CLOSURE (DE MUTCD CASE 6)**
- 763607 - TEMPORARY TRAFFIC CONTROL –MULTILANE, DIVIDED, NON ACCESS CONTROLLED HIGHWAYS – SHOULDER CLOSURE (DE MUTCD CASE 3)**
- 763608 - TEMPORARY TRAFFIC CONTROL – MULTILANE, DIVIDED HIGHWAYS AND INTERSTATES – LANE CLOSURE (DE MUTCD CASE 7)**
- 763609 - TEMPORARY TRAFFIC CONTROL – MULTILANE, ACCESS CONTROLLED HIGHWAYS AND INTERSTATES SHOULDER WORK – OFF SHOULDER (DE MUTCD CASE 4)**
- 763610 - TEMPORARY TRAFFIC CONTROL – MULTILANE, ACCESS CONTROLLED HIGHWAYS AND INTERSTATES SHOULDER WORK – ON SHOULDER (DE MUTCD CASE 5)**
- 763611 - TEMPORARY TRAFFIC CONTROL – MULTILANE DIVIDED HIGHWAYS – DOUBLE LANE CLOSURE (DE MUTCD CASE 9)**
- 763670 – TEMPORARY TRAFFIC CONTROL – WORK IN THE VICINITY OF AN EXIT RAMP ON A MULTILANE DIVIDED HIGHWAY (TA-42)**
- 763671 – TEMPORARY TRAFFIC CONTROL – WORK IN THE VICINITY OF AN ENTRANCE RAMP ON A MULTILANE DIVIDED HIGHWAY (TA-44)**

#### **Description:**

This work shall consist of all work performed by the Contractor to maintain vehicular, bicycle and pedestrian traffic through the location's work zone, including, but not limited to, the passage through the area of persons with disabilities in accordance with the Americans with Disabilities Act of 1990 (ADA) Title II, paragraph 35.130, to ensure the safe passage of all roadway users through the work zone. All work and temporary traffic control devices shall be performed in a manner that will reasonably provide the least practicable obstruction to all road users, including vehicular traffic, bicycle traffic and pedestrian traffic. All temporary traffic control and temporary traffic control devices shall comply with the contract documents and with the latest edition of the manual titled "Delaware Manual on Uniform Traffic Control Devices (MUTCD)," hereafter referred to as the "DE MUTCD", including all revisions as of the date of advertisement of this Contract.

Prior to the beginning of any work in a particular location, the Contractor shall first place temporary traffic control devices so as to effectively close that area to the passage of unauthorized vehicles, pedestrians or bicycles, and protect the work and personnel until the area is ready for public use.

The safety measures outlined herein the DE MUTCD shall be considered as elementary only, and not necessarily sufficient in every instance to guarantee the protection of the traveling public. The final responsibility for the installation of adequate safety precautions and for the protection of the traveling public, and its own personnel shall rest with the Contractor.

The Contractor shall be responsible for all temporary traffic control devices if specified in the job order. The Department reserves the right to set up and maintain traffic if indicated in the job order or as specified by the Engineer.

### **Schedule and Construction Control:**

A temporary traffic control plan and construction schedule shall be required for all operations affecting the flow of traffic on all roadways where work is to be performed. The temporary traffic control plan shall be submitted to the engineer seven days in advance of the proposed work for approval. The plan must show all methods and devices the Contractor proposes for temporary traffic control.

The contractor shall plan the work such that no lanes of traffic are closed from Friday 3PM until Monday 9AM, with the exception of any weekend work to be allowed on Saturday and Sunday with prior approval from the Engineer. The contractor shall plan his work such that no lane closure occurs without approval during the following periods:

1. December 24 through December 27 (Christmas Day)
2. December 31 through January 3 (New Years Day)
3. Friday prior to Easter through Easter Sunday
4. Thursday prior to Memorial Day through the Tuesday following Memorial Day
5. Dover International Speedway Race Weekends (Thursday prior to the race event through the day after the race event)
6. July 3 through July 5 (Independence Day)
7. Thursday prior to Labor Day through the Tuesday following Labor Day
8. Wednesday prior to Thanksgiving Day through Monday following Thanksgiving Day.
9. Exceptions to these restrictions can be made on a case by case basis with the approval of the Traffic Engineer and Chief Engineer.

No lane closures shall be allowed on multilane roadways between 6:00 AM and 7:00 PM on standard weekdays, i.e. Monday through Friday without prior permission from the Engineer. Consideration must be given to the duration of the closure, the number of lanes on the highway, the number of lanes affected by the closure and the conditions created by the closure. When prior permission is granted, the contractor shall ensure that lane closures are removed prior to peak periods on the roadway, typically from 6:00 AM to 9:00 A.M. and from 3:00 PM to 7:00 P.M. No lane closure on Two-lane roadways with AADT greater than or equal to 5000 vehicles shall occur between 6:00 AM to 9:00 A.M. and/or 3:00 PM to 7:00 P.M. on a standard weekday, i.e. Monday through Friday without prior permission from the Engineer. For Two-lane roadways with AADT less than 5000 vehicles per day lane closures typically will be allowed at any time. The contractor shall ensure that disruption to traffic is minimized at all times in all cases. Summer weekend operations may occur on non-beach route roadways subject to determination by the Engineer, but no summer weekend work shall take place on major beach routes. Nighttime work may occur on congested major roadway corridors and/or at locations as determined by the Engineer where day time lane closures will cause excessive disruption to traffic flow. Questions regarding the timing of lane closures on a particular roadway shall be directed to the DelDOT District Safety Officer. It shall be noted that the provisions above are for general guidance and that the Department can be more restrictive at its discretion.

### **Materials:**

The contractor shall supply all temporary traffic control devices as necessary to protect the work area as provided for in the DE MUTCD

### **Construction Methods:**

The method of installation shall be as prescribed in the DE MUTCD. The Temporary Traffic Control shall be distinguished based on the following roadway types and closures:

1. Two Lane, Two Way Shoulder Closure Within 10 Feet of Travelway

2. Two Lane, Two Way Lane Closure
3. Multilane, Divided, Non Access Controlled Highways – Shoulder Closure
4. Multilane, Access Controlled Highways and Interstates – Shoulder Work – Off Shoulder
5. Multilane, Access Controlled Highways and Interstates – Shoulder Work – On Shoulder
6. Multilane, Divided Highways and Interstates – Lane Closure
7. Multilane, Divided Highways and Interstates – Double Lane Closure

For Two Lane, Two Way roadways with Shoulder Closures, Case number 2—from the DE MUTCD shall be used for the temporary traffic control operations under this contract.

For Two Lane, Two Way roadways with Lane Closures, Case 6 from the DE MUTCD shall be used for the temporary traffic control operations under this contract.

*For Multilane, Divided, Non-Access Controlled Highways with Shoulder Closures, Case 3 from the DE MUTCD shall be used for the temporary traffic control operations under this contract.*

For Multilane Access Controlled Highways and Interstates with Shoulder Work that occurs off of the shoulder, Case 4 from the DE MUTCD shall be used for the temporary traffic control operations under this contract.

For Multilane, Access Controlled Highways and Interstates with Shoulder Work that occurs on the shoulder, Case 5 from the DE MUTCD shall be used for the temporary traffic control operations under this contract.

For a single lane closure on all Multilane, Divided Highways, including Interstates and Access Controlled Highways, Case 7 from the DE MUTCD shall be used for the temporary traffic control operations under this contract.

For double lane closures on all Multilane, Divided Highways, including Interstates and Access Controlled Highways, Case 9 from the DE MUTCD shall be used for the temporary traffic control operations under this contract.

Interior lane closures using Case 8 from the DE MUTCD shall not be allowed at any time for this contract.

**Method of Measurement:**

The quantity for Temporary Traffic Control shall be measured per Each for each case described in the DE MUTCD.

The Temporary Traffic Control shall be distinguished based on the following roadway types and closures:

1. Two Lane, Two Way Shoulder Closure – Within 10 Feet of Travelway
2. Two Lane, Two Way Lane Closure
3. Multilane, Divided, Non Access Controlled Highways – Shoulder Closure
4. Multilane, Access Controlled Highways and Interstates – Shoulder Work – Off Shoulder
5. Multilane, Access Controlled Highways and Interstates – Shoulder Work – On Shoulder
6. Multilane, Divided Highways and Interstates – Lane Closure
7. Multilane, Divided Highways and Interstates – Double Lane Closure

**Basis of Payment:**

The quantity for Temporary Traffic Control will be paid for at the Contract unit price per each. Price payment will constitute full compensation for set up, removal, furnishing and placing all material, labor, flaggers, flagger's equipment, tools, appurtenances, drums, resetting of drums if required, signs, arrow panels and all incidentals necessary to complete the work. Each temporary traffic control item for the seven types of installations will be paid per one set up-take down cycle and shall cover all temporary traffic control required by the DE MUTCD. Each job order will indicate the number of allowable set up-take down cycles.

The Basis of Payment is applicable to the following types of installations:

1. Two Lane, Two Way Shoulder Closure – Within 10 Feet of Travelway
2. Two Lane, Two Way Lane Closure
3. Multilane, Divided, Non Access Controlled Highways – Shoulder Closure
4. Multilane, Access Controlled Highways and Interstates – Shoulder Work – Off Shoulder
5. Multilane, Access Controlled Highways and Interstates – Shoulder Work – On Shoulder
6. Multilane, Divided Highways and Interstates – Lane Closure
7. Multilane, Divided Highways and Interstates – Double Lane Closure

Each of the above items shall include payment for the following:

1. Providing, transporting, locating, setting up, and maintaining of all necessary temporary traffic control devices as prescribed above.
2. Removal and transporting of all devices back to the storage yard upon completion of the job task.

# **BID PROPOSAL FORMS**

**CONTRACT No. -1692-1693**

## **Appendix B - REQUIRED FORMS**

The following completed forms are required to be returned with each proposal:

- **Bid Pricing Forms**
- **Certification of Eligibility**
- **Certificate Of Non-Collusion**
- **Certification Of Primary Participant Regarding Debarment, Suspension, And Other Responsibility Matters**
- **Certification Of Restrictions On Lobbying**

## CERTIFICATION OF ELIGIBILITY

### Delaware Department of Transportation

### Competitive Sealed Proposal 1692-1693 – Geotechnical Subsurface Investigation

**Attention:** Wendy B. Henry, Contract Administration  
Delaware Department of Transportation  
800 Bay Road  
Dover, DE 19901

We have read Competitive Sealed Proposal number 1692-1693 and fully understand the intent of the CSP as stated, certify that we have adequate personnel and knowledge to fulfill the requirements thereof, and agree to furnish such services in accordance with the contract documents as indicated should we be awarded the contract.

\_\_\_\_\_ hereby certifies that it is not included on the United States Comptroller General's Consolidated List of Persons or Firms Currently Debarred for Violations of Various Public Contracts Incorporating Labor Standard Provisions.

Signed: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Sworn and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 2014.  
My commission expires \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

## CERTIFICATE OF NON-COLLUSION

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:

- 1) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement for the purpose of restricting to such prices, with any other bidder or with any competitor;
- 2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and
- 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 bid for the purpose of restricting competition.

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

Sworn and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 2014.  
My commission expires \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

## **CERTIFICATION OF PRIMARY PARTICIPANT REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS**

The Primary Participant (applicant for an FTA grant or cooperative agreement, or potential contractor for a major third party contract), \_\_\_\_\_ certifies to the best of its knowledge and belief, that it and its principals:

- 1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- 2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- 3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
- 4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or Local) terminated for cause or default.

If the primary participant (applicant for an FTA grant or cooperative agreement, or potential third party contractor) is unable to certify to any of the statements in this certification, the participant shall attach an explanation to this certification.

The Primary Participant (applicant for an FTA grant or cooperative agreement, or potential contractor for a major third party contract), \_\_\_\_\_ certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification and understands that the provisions of 31 U.S.C. Sections 3801 et seq., are applicable thereto.

\_\_\_\_\_  
Signature and Title of Authorized Official

\_\_\_\_\_  
Date

## CERTIFICATION OF RESTRICTIONS ON LOBBYING

The Bidder or Offeror certifies, to the best of its knowledge and belief, that:

1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of a Federal department or agency, a Member of the U.S. Congress, an officer or employee of the U.S. Congress, or an employee of a Member of the U.S. Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification thereof.

2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions (as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq.)).

3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

THE BIDDER OR OFFEROR, \_\_\_\_\_, CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF EACH STATEMENT OF ITS CERTIFICATION AND DISCLOSURE, IF ANY. IN ADDITION, THE BIDDER OR OFFEROR UNDERSTANDS AND AGREES THAT THE PROVISIONS OF 31 U.S.C. §§ 3801 ET SEQ. APPLY TO THIS CERTIFICATION AND DISCLOSURE, IF ANY.

\_\_\_\_\_ Signature of the Bidder or Offeror's Authorized Official

\_\_\_\_\_ Name and Title of the Bidder or Offeror's Authorized Official

\_\_\_\_\_ Date

## **FEDERAL CONTRACT PROVISIONS**

FTA's Master Agreement contains a current, but not all-inclusive, description of statutory and regulatory requirements that may affect a recipient's procurement (such as Disadvantaged Business Enterprise (DBE) and Clean Air requirements). The Master Agreement states that applicable Federal requirements will apply to project participants to the lowest tier necessary to ensure compliance with those requirements. A recipient will also need to include applicable Federal requirements in each subagreement, lease, third party contract, or other document as necessary. For specific guidance on cross-cutting requirements administered by other Federal agencies, FTA recommends that the recipient contact those agencies.

The requirements listed herein must be adhered to by any firms selected to perform work required under these agreements.

### **1. AUDIT AND INSPECTION OF RECORDS**

The Contractor agrees to provide the Delaware Department of Transportation (Department), the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives' access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C. F. R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold.

The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

### **2. ACCESS REQUIREMENTS FOR INDIVIDUALS WITH DISABILITIES**

The Contractor agrees to comply with all applicable requirements of the Americans with Disabilities Act of 1990 (ADA), 42 U.S.C. Section 12101 *et seq.* And 49 U.S.C. Section 322; Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. Section 794; Section 16 of the Federal Transit Act, as amended, 49 U.S.C. App. Section 1612; and implementing regulations, as may be amended

### **3. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS – Lower Tier Covered Transactions (Third Party Contracts over \$100,000)**

- a) By signing and submitting this bid or proposal, the prospective lower tier participant is providing the signed certification set out below.
- b) The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later

- c) determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department may pursue available remedies, including suspension and/or debarment.
- d) The prospective lower tier participant shall provide immediate written notice to the Department if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- e) The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered transaction,” “participant,” “persons,” “principal,” “proposal,” and “voluntarily excluded,” as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 [49 CFR Part 29]. You may contact the Department for assistance in obtaining a copy of those regulations.
- f) The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized in writing by the Department.
- g) The prospective lower tier participant further agrees by submitting this proposal that it will include the clause “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction”, without modification, in all lower tier covered transactions.
- h) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the No procurement List issued by the U. S. General Service Administration.
- i) Nothing contained in the foregoing shall be construed to require establishment of system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- j) Except for transactions authorized under Paragraph E of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to all remedies

available to the Federal Government, the Department may pursue available remedies including suspension and/or debarment.

- k) The prospective lower tier participant certifies, by submission of this bid or proposal, that neither it nor its “principals” [as defined at 49 CFR §29.105(p)] is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- l) When the prospective lower tier participant is unable to certify to the statements in this certification, such prospective participant shall attach an explanation to this proposal.

#### **4. CLEAN WATER REQUIREMENTS**

The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Contractor agrees to report each violation to the Department and understands and agrees that the Department will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office. (2)The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

#### **5. FEDERAL CHANGES**

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the [Master Agreement](#) between the Department and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

#### **6. CLEAN AIR**

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq . The Contractor agrees to report each violation to the Department and understands and agrees that the Department will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office. (2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

#### **7. ENERGY CONSERVATION**

The Contractor shall recognize mandatory standards and policies relating to energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (42 US Section 321 et seq.).

#### **8. CONTRACT TERMINATION**

##### **a) Termination for Convenience**

The Department may terminate this contract, in whole or in part, at any time by written notice to the Contractor. The Contractor shall be paid its costs, including contract close-out costs, and profit on product delivered up to the time of termination.

The Contractor shall promptly submit its termination claim for payment. If the Contractor has any property in its possession belonging to the Department, the Contractor will account for the same and dispose of it in the manner the Department directs.

b) Termination for Default

If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the Department may terminate this contract for default. Termination shall be affected by serving a notice of termination on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined that the Contractor had an excusable reason for not performing, such as a strike, flood, events which are not the fault of or are beyond the control of the Contractor, the Department, after setting up a new delivery or performance schedule, may allow the Contractor to continue work, or treat the termination as a termination of convenience.

In the event the Department exercises its right of termination for default, and if an amount for liquidated damages is set forth, the Contractor shall be liable to the Department for excess costs and, in addition, for liquidated damages in the amount set forth, as fixed, agreed, and liquidated damages for each calendar day of delay, until such time as the Department may reasonably obtain delivery or performance of similar supplies or services.

If the contract is so terminated, the Contractor shall continue performance and be liable to the Department for such liquidated damages for each calendar day of delay until the supplies are delivered or services performed.

The Contractor shall not be liable for liquidated damages resulting from delays such as acts of God, strikes, fire or flood, and events which are not the fault of, or are beyond the control of the Contractor.

**9. CIVIL RIGHTS**

(1) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(2) Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

(a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq. , (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. 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. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(b) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(c) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(3) The contractor agrees to comply with all applicable requirements of the Americans with Disabilities Act of 1990 (ADA), 42 U.S.C. Section 12101 et seq. And 49 U.S.C. Section 322; Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C.

Section 794; Section 16 of the Federal Transit Act, as amended, 49 U.S.C. App. Section 1612; and implementing regulations, as may be amended.

(4) The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

## **10. DISADVANTAGED BUSINESS ENTERPRISES**

It is the policy of the Department of Transportation that Disadvantaged Business Enterprises as defined in 49 CFR Part 26 shall have the opportunity to participate in the performance of contracts financed in whole or part with Federal funds under this contract. Consequently the DBE Requirements of 49 CFR Part 26 apply to this contract. The recipient or its contractor agrees to ensure that Disadvantaged Business Enterprises as

defined in 49 CFR Part 26 have the opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this contract. In this regard all recipients or contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that Disadvantaged Business Enterprises have the opportunity to compete for and perform contracts. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of FTA assisted subcontracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the Department deems appropriate.

The successful bidder agrees to comply with the following clauses:

Prompt Payment: The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime contractor receives from the Department. This clause applies to both DBE and Non-DBE subcontractors.

Retainage: The prime contractor agrees to return retainage payments to each subcontractor within 30 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Department. This clause applies to both DBE and non-DBE subcontractors.

The specific goal for this contract is:

Disadvantaged Business Enterprise                      **4 Percent**

**11. ENVIRONMENTAL VIOLATIONS**

The Contractor agrees to comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 USC 1857 (h)), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11378, and Environmental Protection Agency regulations: (40 CFR, Part 15) which prohibit the use under nonexempt Federal contracts, grants or loans, of facilities included on the EPA List for Violating Facilities. The Contractor shall report violations to the FTA.

**12. EQUAL EMPLOYMENT OPPORTUNITY**

In connection with the execution of this contract, the Contractor shall not discriminate against any employee or applicant for employment because of race, creed, religion, color, national origin, age, sex or disability. The Contractor shall take affirmative action to insure that applicants are employed, and that employees are tested during their employment without regard to their race, creed, religion, color, national origin, age, sex or disability. Such actions 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. The Contractor further agrees to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials.

**13. FTA FUNDING REQUIREMENTS**

This project may be financed in part by funds from the Federal Transit Administration. Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between the Department and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

**14. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS**

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by FTA, as set forth in FTA Circular 4220.1F are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any Department requests which would cause the Department to be in violation of the FTA terms and conditions.

**15. LOBBYING:**

The Contractor is required to certify using the Certification of Restrictions on Lobbying Form included that, to the best of his or her knowledge and belief:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a

Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

The certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of the certification is a prerequisite

for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.

**16. NO GOVERNMENT OBLIGATION TO THIRD PARTIES**

(1) The Department and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Department, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

(2) The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

**17. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS**

(1) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 *et seq.* and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

(2) The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

(3) The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

**18. PROTEST PROCEDURES**

Protests based upon the award of the contract shall be made in writing to the Contract Services Administrator no later than ten (10) calendar days following the award of the contract. The protest must clearly specify in writing the grounds and evidence on which the protest is based. The protest will be reviewed and decided pursuant to; the proposal documents issued by the Department, the Delaware Code, and the Federal Transit Authority's regulations.

**19. RECORD RETENTION**

The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Department, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

**20. SEISMIC SAFETY**

The contractor agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation Seismic Safety Regulations 49 CFR Part 41 and will certify to compliance to the extent required by the regulation. The contractor also agrees to ensure that all work performed under this contract including work performed by a subcontractor is in compliance with the standards required by the Seismic Safety Regulations and the certification of compliance issued on the project.

**21. TITLE VI COMPLIANCE**

During the performance of any Contract entered into pursuant to these specifications, the Contractor, for itself, its assignees and successor in interest, agrees that it shall comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. section 2000d) and the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations Part 21, as they may be amended from time to time which are incorporated by reference and made a part of this contract.

**22. INTELLIGENT TRANSPORTATION SYSTEMS**

Intelligent transportation system (ITS) property and services must comply with the National ITS Architecture and Standards to the extent required by Section 5307(c) of SAFETEA-LU, FTA Notice, "FTA National ITS Architecture Policy on Transit Projects," 66 FR 1455 et seq., January 8, 2001, and later published policies or implementing directives FTA may issue. Consequently, third party contracts involving ITS are likely to require provisions to ensure compliance with Federal requirements.