

STATE OF DELAWARE



DEPARTMENT OF TRANSPORTATION

DESIGN-BUILD PROJECT

for

INDIAN RIVER INLET BRIDGE

Replacement of Bridge 3-156,
SR1 over Indian River Inlet
State Contract # 26-073-03 Readvertised
Federal Contract # BRN-S050(14)

SCOPE OF SERVICES PACKAGE

CONTRACT DOCUMENTS

PART 1

PROJECT SCOPE

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1.0 INTRODUCTION

Part 1 – Project Scope, to the Design-Build (DB) Agreement provides a summary description of the physical components of the Project that the Design-Builder shall design, construct, and/or install and the associated management, control, monitoring, compliance, and professional services and other elements of the Work.

The Design-Builder shall not rely solely on the description contained herein to identify all Project components to be designed, constructed, and/or installed. The Design-Builder shall determine the full scope of the Project through thorough examination of the Contract Documents and the Project Site or as may be reasonably inferred from such examination.

The Design-Builder shall, for the generally described improvements, perform all design engineering and analysis; provide construction engineering and inspection services; provide quality control services; and furnish, construct, and/or install all materials and components of the Project required to meet the requirements of the Contract Documents, except where the Department will furnish and/or install items as listed in Section 5.0.

2.0 PROJECT CONFIGURATION

The Project shall include the major components listed in this Project Scope.

2.1 PROJECT LIMITS

The total Project will be approximately 0.72 miles in length and is located on the Eastern Seaboard between Bethany Beach to the south and Dewey Beach to the north in Sussex County, Delaware. The Proposer will be responsible for limiting his Work to the Project Limits defined herein.

The Proposer must allow for the proper alignment and tie-ins of all Work associated with the adjacent Roadway Contract (see As-Built Plans for Roadway Contract #23-073-03 in Part 6- Scope of Services Package Plans). The Design-Builder's proposed design shall not include removal or de-construction of any portion of the existing MSE walls and/or approach embankments depicted in the As-Built Plans for Roadway Contract #23-073-03. The Design-Builder's longitudinal Project Limits shall include the bridge approach slabs on the approach roadway embankments. Design and construction of MSE wall facings, drainage systems, pavement and subgrade, guardrails, sidewalks, traffic barriers and railings, topsoil seeding, and pavement striping on the approach embankments shall be the responsibility of the Department and will be performed under a separate contract.

The maximum available Bridge Limits are as follows:

- A) Beginning of Bridge – South of the Indian River Inlet on State Route 1 (SR 1) Station 287 + 00 as measured along the Baseline Construction Northbound SR 1 and as shown on the Plans for Contract # 23-073-03 in Part 6 – Scope of Services Package Plans; and
- B) End of Bridge – North of the Indian River inlet on SR 1 Station 313 + 00 as measured along the Baseline Construction Northbound SR 1 and as shown on the Plans for Contract #23-073-03 in Part 6 – Scope of Services Package Plans.

The maximum lateral limits are as follows:

- A) Eastern Limit - The eastern limits of disturbance shall not extend beyond the back (western) face of the portable concrete barrier located along the western shoulder of

Southbound SR 1. Permanent above ground structures and/or fill shall be located within the existing Right-of-Way. Total permanent impact areas shall not exceed those of the original bridge design in Contract 25-073-02.

- B) Western Limits - The western limits of disturbance shall extend no more than 20 feet west of the front (west) face of Retaining Walls 1 and 7, located south and north of the inlet, respectively. Retaining wall limits are depicted in the Roadway Contract Drawings in Part 6 - Scope of Services Package Plans. Permanent above ground structures and/or fill shall be located within the existing Right-of-Way. Total permanent impact areas shall not exceed those of the original bridge design in Contract 25-073-02.

Staging areas available to the Design-Builder are depicted on Directive Plan Sheet B-003 and are included in the Part 6 – Scope of Services Package Plans.

All Work shall be limited to existing Right-of-Way (ROW). ROW limits vary throughout the Project Limits. The lateral limits of the Project are shown on the ROW Plans in Part 6 – Scope of Services Package Plans.

At a minimum, the Proposer’s Project Limits designated for the Work shall extend from the beginning (southernmost point) of approach slab on the south bridge approach to the end (northernmost point) of bridge approach slab on the north bridge approach. The lateral limits shall be within the existing ROW and as limited herein.

2.2 PROJECT-WIDE REQUIREMENTS

The Project includes the following:

- A) A new bridge structure with a minimum 100-year design life, centered over the navigational channel west of the existing structure and provides the minimum above deck and below deck clearance envelopes specified in the Directive Plans (*see* Part 6 – Scope of Services Package Plans);
- B) Joining the new bridge and approach slabs to the new roadway approaches currently being constructed north and south of the inlet, or as modified by the Design-Builder’s Proposal, and within the existing ROW and maximum Project Limits;
- C) Provisions for maintaining minimum navigational clearance of 200 feet horizontally (measured perpendicular to the flow of the Indian River Inlet and centered on the navigational channel) and 45 feet vertically above mean high water (Elev. 0.84 feet), with
- D) No temporary piers, supporting elements, or other temporary bridge components located in the waters of the existing 500-foot wide inlet;
- E) Capacity to withstand extreme weather events during construction and after completion in accordance with the *Bridge Design Requirements* Performance Specification included in Part 3 of the Contract Documents;
- F) Provisions for infrastructure protection and security controlled access to critical bridge areas and/or components in accordance with the *Bridge Security Program* Performance Specification included in Part 3 of the Contract Documents;
- G) Bridge roadway surface dimensions that match the typical roadway section currently under construction including as a minimum two 12-foot travel lanes, a 10-foot outside shoulder, and a 4-foot inside shoulder all in each direction, and one 12-foot combined

use recreational bicyclist and pedestrian walkway on the ocean (east) side of structure, a continuous 2-foot wide sand by-pass system utility corridor (on ocean side of structure), and necessary width to accommodate all traffic barriers, cushions, and railings required by the Contract Documents (*see* Directive Plans, Part 6 – Scope of Services Package Plans);

- H) Design and construction of scour protection systems within the Project Limits;
- I) Safe and efficient accommodations for bicycles and pedestrians in accordance with the Design Criteria, including, but not limited to, appropriate rail height, bicycle-safe bridge joints, and separation from vehicular traffic, and American Disabilities Act (ADA) compliance;
- J) Provisions for utility conveyance across the bridge including, but not limited to, electrical service and maintenance lighting, mechanical and natural ventilation, DelDOT Intelligent Traffic Management Systems (ITMS), bridge monitoring instrumentation, and load-carrying capacity and installation (by others) of a sand-bypass system over the Indian River Inlet as specified in Part 5 – Utility Requirements;
- K) Provisions for the positive prevention of vermin/bird habitat/nesting within and on any and all bridge components and/or elements;
- L) Development of a Context Sensitive Bridge Design that gives consideration to previous and/or future public preferences, as specified in the *Aesthetic Requirements* Performance Specification in Part 3 of the Contract Documents, and as determined through the Department’s earlier Public Involvement Process for the Bridge; and
- M) Provisions for corrosion-resistant expansion joint assemblies, bridge bearings, access doors, equipment, bridge railings, casings, lighting, and all other bridge incidentals. The use of structural steel members directly exposed to the environment shall not be permitted.

The plan layout of the Project shall allow for the future widening of the Indian River Inlet up to 800 feet centered on the navigational channel and shall be within the ROW limits shown on the ROW Plans in Part 6 – Scope of Services Package Plans. Accordingly, no below surface bridge components may be located within 50 feet of the limits of the potential future inlet widening, requiring a clear area of 900 feet. The minimum clearance envelopes to be provided above and below the bridge deck shall be as shown in the Directive Plans, Part 6 – Scope of Services Package Plans.

2.2.1 Adjacent and Concurrent Projects

The Replacement of Bridge 3-156, SR 1 Over the Indian River Inlet Design-Build Project is just one component of four concurrent but separate Indian River Inlet contracts as listed below (Construction start and completion dates and durations are approximate and subject to change):

Contract	Contract Title	Anticipated Construction Start	Estimated Completion
23-073-03	BR 3-156 on SR 1 Over Indian River Inlet (Roadway and Approaches)	In progress	Dependent Upon DB Schedule Proposal
25-073-03	BR 3-156, Indian River Inlet Park Enhancements	Fall 2009	Fall 2012

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Contract	Contract Title	Anticipated Construction Start	Estimated Completion
25-073-04	BR 3-156, Indian River Inlet Bridge Demolition	Winter 2011	Fall 2012
26-073-03	Replacement of BR 3-156, SR 1 Over Indian River Inlet (Design-Build)	Summer 2008	Winter 2011
DNREC	Delaware Seashore State Park Administration Building	Summer 2007	Summer 2008
TBD	Sand-Bypass System Installation	Spring 2012	Winter 2012
-	Relocation of Electric Distribution Lines	TBD	TBD

The Department reserves the sole right to unilaterally alter the scope, nature, construction start and completion dates of all future Contracts.

The Design-Builder is hereby alerted and advised that any of the above and/or other contracts may be ongoing simultaneously with this Contract. All Contractors, including Design-Builders, working on any portion of the Indian River Inlet Project shall coordinate and cooperate with the Department and Contractors and/or other Design-Builders working on the associated and/or adjacent contracts in accordance with DB Section 105 – Control of Work in Part 2. Contractors and/or Design-Builders shall not impede or limit access to the work being performed by others. All costs associated with the Design-Builder’s coordination and cooperation shall be included in the Lump Sum Contract Price.

3.0 ASSOCIATED WORK

The Design-Builder shall, in association with the design and construction of the physical components of the Project, perform the following elements of Work:

- A) Associated aesthetics and landscaping;
- B) Design and construction management;
- C) Project-related Public Outreach (*see* Part 3 – Design Requirements and Performance Specifications, *Public Outreach Requirements* Performance Specification);
- D) Coordination with Project stakeholders and other contractors adjacent to the Work;
- E) Design Quality Control and Design Review (*see* Part 2 – DB Section 111);
- F) Construction Quality Control (*see* Part 2 – DB Section 112);
- G) Environmental mitigation and compliance monitoring (*see* Part 3 – Design Requirements and Part 7 – Permit Requirements);
- H) All additional environmental investigations and monitoring associated with or resulting from the Design-Builder’s actions;
- I) Maintenance of traffic, access to property (both temporary and permanent), and maintenance and coordination of inlet and park traffic;
- J) Project safety and security;
- K) All engineering (including, but not limited to, supplemental surveys and geotechnical investigations) in addition to that provided by the Department;

- L) All harmful and hazardous materials remediation created by the design-builder through design and/or construction or as identified in the RFP (none known to exist by the Department);
- M) Drainage and erosion control;
- N) Construction waste disposal and handling;
- O) Required clearances, licenses, construction easements, and permits for the Design-Builder's Work, Work sites, and storage areas on- or off-site;
- P) All modifications to existing permits previously obtained by the Department as required for the Project and/or as a result of the Design-Builder's design, actions, and construction scheduling;
- Q) All ancillary Work, such as, access roads, driveways, temporary fencing, relocation of drainage, Work sites, and temporary Work;
- R) Location, acquisition, permits, and transportation for Material;
- S) Coordination of the relocation of any utilities and municipal drainage facilities and the design and relocation of any utilities as designated in Part 5 – Utility and Right-of-Way Statements;
- T) Site clearing and restoration;
- U) Maintenance of the Project during the Contract period; and
- V) All other activities, functions, or elements necessary to the successful completion and subsequent approval of the Project by the Department.

4.0 BASIC PROJECT CONFIGURATION

The Basic Project Configuration shall consist of the following:

- A) The Project Limits;
- B) The horizontal and vertical alignments for the roadway surface;
- C) The new bridge;
- D) Any retaining wall modifications within the Project Limits;
- E) Number and width of lanes, shoulders, sidewalks, barriers, rails, and tie-ins to planned roadway approaches;
- F) The minimum vertical and horizontal underclearances for navigational and vehicular traffic; and
- G) The Right-of-Way limits.

4.1 STANDARD FOR DETERMINING MATERIALITY OF CHANGE IN BASIC PROJECT CONFIGURATION

The following are the standards for determining materiality of Basic Project Configuration changes:

- A) A change in the Project Limits by more than ten feet longitudinally;
- B) A change in the roadway geometrics accommodated by the bridge;
- C) A change in the proposed bridge type;

- D) Any reduction in minimum vertical and/or horizontal underclearances;
- E) A change in the Contract utility provisions;
- F) Any change in the Project Right-of-Way limits depicted; and/or
- G) Any change in this Section requiring a change in the Environmental Assessment/Finding of No Significant Impact.

5.0 DEPARTMENT-PROVIDED MATERIAL OR EQUIPMENT

The Department will not be providing any design, Material, or Equipment for the Design-Builder's use.

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CONTRACT DOCUMENTS

PART 1 – APPENDIX A

AGREEMENT

AGREEMENT

for

CONTRACT NO. 26-073-03 Readvertised

Federal Aid Project No. BRN-S050(14)

THIS AGREEMENT, made and executed in quadruplicate, the day, month, and year affixed by the signature of the Department of Transportation's representative.

BY AND BETWEEN THE DELAWARE DEPARTMENT OF TRANSPORTATION (**Department**), a department created under the laws of the State of Delaware, party of the first part, and ~DESIGN-BUILDER_NAME~, ~ DESIGN-BUILDER ADDRESS~, ~ DESIGN-BUILDER CITY~, ~ DESIGN-BUILDER STATE~ ~ DESIGN-BUILDER ZIP~ (**Design-Builder**), party of the second part.

WITNESSETH that the **Design-Builder** in consideration of the covenants and agreements herein contained and made by the **Department**, agrees with the **Department** as follows:

ARTICLE ONE. The **Design-Builder** shall and will provide and furnish all the material, machinery, implements, appliances, and tools, and perform the work and labor required as defined in the Project Scope Part 1 of the Contract Documents, in Sussex County in the State of Delaware, as shown in the contract documents identified by the signature of the **Design-Builder** and the Secretary of the **Department** or designee and are hereby incorporated by reference as part of this contract. The Contract consists of the "Contract Documents" including, but not limited to, the following:

- A) Part 1 - Project Scope;
- B) Part 1, Appendix A - Agreement (this instrument);
- C) Part 1, Appendix B - Errors and Omissions Policy;
- D) Payment/Performance Bonds;
- E) Part 2 - Design-Build Section 100;
- F) Part 3 - Design Requirements and Performance Specifications;
- G) Part 4 - Design-Build Special Provisions;
- H) Part 5 - Utility Requirements;
- I) Part 6 - Scope of Services Packages Plans;
- J) Part 7 - Engineering Data; and
- K) Part 8 - **Design-Builder**'s Proposal.

For these purposes, all of the provisions contained in the listed Contract Documents are incorporated herein by reference with the same force and effect as though said Contract Documents were herein set out in full.

The **Design-Builder**, after the execution of the Contract and approval of the bond, shall begin work within ten (10) days from the Notice to Proceed, as the Engineer may direct, and shall complete the Contract on or before December 31, 2011.

ARTICLE TWO. It is understood and agreed by and between the parties hereto that all the construction and work included in this Contract is to be done under the direction of the Secretary of the **Department** and that his/her decision as to the true construction and meaning of the proposal, plans and specifications shall be final.

It is understood and agreed by and between the parties hereto that such additional drawings, plans and specifications as may be necessary to detail and illustrate the work to be done are to be furnished by the Engineer, and they agree to conform to and abide by the same so far as it may be consistent with the purpose and intent of the original proposal, plans and specifications incorporated by reference as part of this Contract as provided in Article One.

ARTICLE THREE. If the construction or work to be done under this Contract shall be abandoned, or if this contract, or any part thereof shall be sublet without the previous written consent of the **Department**, or if the Contract shall be assigned by the **Design-Builder**, otherwise than as herein specified, or if at any time the Director shall be of the opinion, and shall so certify in writing, that the work, or any part thereof, is unnecessarily or unreasonably delayed, or that the **Design-Builder** has violated any provision of this contract, the **Department** may notify the **Design-Builder** to discontinue all work or any part thereof; and thereupon the **Design-Builder** shall discontinue such work or such part thereof as the **Department** may designate, and the **Department** may thereupon, by a Contract or otherwise, as it may determine, complete the work, or such part thereof, and charge the entire expense of so completing the work or part thereof to the **Design-Builder**; and for such completion the **Department** for itself or its contractors, may take possession of or use or cause to be used in the completion of the work or any part thereof, any of such machinery, implements, tools, or materials of any description as shall be bound upon the line of the work, and thereafter accounting for, or paying to the **Design-Builder** a reasonable compensation for the use of the machinery, implements, tools, or materials.

All costs and charges that may be incurred under this article or any damages that should be borne by the **Design-Builder**, shall be withheld or deducted from any moneys then due, or to become due to the **Design-Builder**, under this contract, or any part thereof; and in such accounting the **Department** shall not be held to obtain the lowest cost for the work of completing the Contract or any part thereof, but all sums actually paid therefore shall be charged to the **Design-Builder**. In case the costs and charges incurred are less than the sum which would have been payable under the contract, if the same had been completed by the **Design-Builder**, the **Design-Builder** shall be entitled to receive the difference and in case such cost and charges shall exceed the sum, the **Design-Builder** shall pay the amount of excess to the **Department** for the completion of the work.

ARTICLE FOUR. It is further mutually agreed between the parties hereto that no estimate given or payment made under this Contract shall be conclusive evidence of the performance of this Contract either wholly or in part, and that no payment shall be construed to be an acceptance of defective work or improper materials.

(REMAINDER OF THE PAGE LEFT BLANK.)

IN WITNESS WHEREOF, the parties to these presents have duly executed this **AGREEMENT** in quadruplicate the day, month and year affixed by their signatures.

SEALED, AND DELIVERED IN THE
presence of

Name of **Design-Builder**

Attest: _____

By: _____
Authorized Signature

CORPORATE SEAL

Title

Dated: _____

In the case of a corporation, firm, or partnership, this contract must be signed by the appropriate officials of such corporation, firm, joint venture, or partnership and their corporate seal must be affixed hereto.

FOR THE STATE OF DELAWARE, DEPARTMENT OF TRANSPORTATION

SEAL

Attest:

Martha N. Dobson, Director, Technology
and Support Services

By: _____
Director of Transportation Solutions

Dated: _____

Approved as to Form:

Frederick H Schranck
Deputy Attorney General

Dated: _____

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PART 1

APPENDIX B – ERRORS AND OMISSIONS

**DEPARTMENT POLICY IMPLEMENT A-26
ERRORS AND OMISSIONS**

The following document is a policy implement of the Department required in all Agreements that involve professional services. The policy was not created with Design-Build procurement in mind. Therefore, for this Project the word “Consultant” as used in this policy shall be interpreted to mean “Design-Builder.”

POLICY IMPLEMENT
STATE OF DELAWARE
DEPARTMENT OF TRANSPORTATION

P.I. Number: A-26

Errors and Omissions Policy

References:

Issued: 1/1/1999

Revised: n/a

Expires: n/a

Table of Contents

I. Insurance

II. Assignment of Responsibility

III. Error and/or Omission Discovery

This document includes a general discussion on errors and/or omissions occurring during project implementation, how to initiate a correction for an error or omission, and what each party's responsibilities are in making the correction. The Department intends to seek reimbursement for additional costs (defined below) associated with correcting errors and omissions during planning, design and construction, including but not limited to, multiple report rewrites, construction costs, and construction engineering.

I. INSURANCE

This document does not address the types of liability insurance a firm may need to carry. Insurance usually carried by consultants includes Comprehensive General Liability, Comprehensive Automobile Liability, Workers Compensation and Employers Liability, Professional Liability, and other specialty insurance required in an agreement or that a firm may consider prudent based on the scope of work. The actual agreement covering the work will specify the minimum insurance requirements.

II. ASSIGNMENT OF RESPONSIBILITY

Services procured under the auspices of this document are considered "Professional Services". This in itself infers that, no matter what the scope of work entails, there are associated, industry professional, standards which are expected to be met. For projects involving public safety, meeting these standards takes on even more significance. Firms selected through the process described in the DelDOT Professional Services Procurement Manual are the best technically qualified, with a proven history of meeting similar contract obligations. Such designation carries with it an acknowledgement of the firm's responsibility to know the accepted standards for doing business in Delaware. Because of the Department's review process and the involvement of many internal support sections as well as other state agencies, utility companies, public groups, municipalities, and the like, acceptance of the responsibility for an error and/or omission in a professional manner will depend on good project monitoring. The Project Manager must ensure that full and complete review and comment records are kept by both the Consultant and the Department. It is required that an office copy of each marked or edited review submission and comments be prepared and retained for future reference. Detailed minutes of project

review meetings are also required.

Because of the underlying expectation that a firm will comply with established standards throughout project development, there are occasions when a Project Manager and their Section Head will determine that a firm may not have met this obligation. When discovered, the error and/or omission should be reported immediately to the Consultant for resolution. While invoices should annotate the time and associated costs for correcting the lapse, the Department shall not be charged to correct errors and/or omissions.

III. ERROR AND/OR OMISSION DISCOVERY

Definitions:

Errors are defined as unknown, ignorant, or unintentional deviations from accuracy or correctness. Errors may arise from mistaken judgment, misplaced confidence, incorrect belief as to the existence or effect of matters of fact, or other actions. Errors also include failure to meet established Delaware requirements, or design standards for that type of project, (i.e., AASHTO, FHWA, EPA, FTA, DelDOT or other established government requirements or design standards).

Omissions are defined as missing or unmentioned detail or requirements through either failure to perform properly, neglect, or failure to use reasonable care. Omissions also include failure to identify and implement cost-effective solutions.

Additional costs refers to that portion of the project cost the consultant is responsible for which includes those expenses over and above the cost the Department would have incurred had the error or omission not been made.

Example #1: A mistaken quantity that results in an unbalanced bid situation shall constitute an error whereas a mistaken quantity that results in the expense of additional materials to the Department shall not cause additional costs to the consultant except for the recalculation.

Example #2: If the consultant under-designs a sign structure, the consultant shall be responsible for the re-design as well as the construction cost, if any, of the under-designed structure. Likewise, if the consultant overdesigns a sign structure, the consultant shall be responsible for the redesign as well as the increased cost of the over-designed structure.

Example #3: The Department will pay the expense of the first re-write of any reports being developed under contract. The cost of report re-writes after that first re-write will be considered additional costs to the consultant.

During Project Development

Errors and/or omissions discovered during project development are relatively easy to resolve when identified early because the Consultant's Project Manager and the Department's Project Manager are both aware of the circumstances surrounding the problem. The major issue remaining involves arriving at a mutual agreement on whether full, partial or no compensation is due the Consultant to correct the problem. (See Resolution below.)

During Implementation or Construction

Most often it will be obvious if a Consultant error and/or omission truly occurred. Frequently, however, there is a time lapse between the completion of professional services to develop the project and actual implementation of the plan, project, or construction. Associated with this delay is the updating and modification of completed work because of changes in specifications, updated regulations, legislative initiatives, or additional valid comments for improving a project. Most often, corrections or modifications are performed by Department staff, however, they must be immediately reported to the Department's Project Manager and in turn, to the Consultant. In essence, the quality and content of a project become a

shared responsibility. Changes of specifications, updated regulations, legislative initiatives, or comments for improving a project after acceptance of the final design, shall in no way be construed as an error/or omission.

Professional responsibility of the Consultant preparing the project does not terminate with acceptance of the product and/or final payment for its development. Failure to discover the error and/or omission during the design, review or implementation of the project does not relieve the Consultant of their responsibility to correct the effects of the error and/or omission. The extent of the responsibility of the consultant for payment for correcting any errors and/or omissions may be in question, but the active participation of the firm in resolving a problem upon request is mandatory. The level of the Consultant's participation shall be determined by the Department.

The procedure to initiate the correction of an error and/or omission lies with the person responsible for ensuring proper implementation of the plan, project, or construction. At the first indication of an error and/or omission, the Department's representative should notify the project Supervisor. All subordinates should be instructed to keep detailed documentation on the work being performed.

At this same time, the Department's Project Manager responsible for developing the project, if not the person identifying the error and/or omission, should be notified. Depending upon how critical a correction is to project scheduling, report preparation and review may be impractical. When such timing is critical, the Project Manager is verbally notified, and guidance is requested with emphasis on what additional data is needed to document and resolve the error and/or omission. The Department's Project Manager, in turn, should immediately advise the consultant, the supervisor, and up through the chain of command as necessary.

The Department holds the prime Consultant responsible for all work performed or not performed under an agreement including that of any subconsultants. When necessary, based on the opinion of the Department's Project Manager, section head, District Engineer, Deputy Director, and/or Director, the prime consultant will be notified of the problem and requested to participate in a solution in cooperation with Department staff. There will be no compensation to either the prime or subconsultant for services related to the verification and correction of an error and/or omission unless as otherwise agreed. The primary objective is to keep the project on schedule by proposing a viable alternative. Records should be kept of any immediate action taken to correct the situation.

Resolution

The Department's Project Manager shall document the error and/or omission that was identified, collect all supporting materials, review their findings with the Consultant, determine the required action to correct the error and/or omission and analyze the cost impact of the resolution (including but not limited to materials, overtime, and force account). All documentation shall be presented to the Section Head. The prime Consultant is expected to participate at the appropriate level, from site visits to preparation of corrective documents. Much of this participation is mutually agreed to as solutions are developed.

The Section Head (or Assistant Chief Engineer for Project Management Team) will review the materials, discuss the resolution options with the Consultant and make a final recommendation to their Assistant Director (or Chief Engineer for Project Management Team) for review. At the conclusion of the Assistant Director's review, the recommendation will be presented to the Director or Deputy Director for approval. For the Project Management Team, the Chief Engineer's decision shall govern.

Appeal

Should the Consultant not participate in the resolution process or disagree with the finding of financial responsibility as presented, the Consultant can schedule a review with the Deputy Director or Director (Chief Engineer for Project Management Team). The Deputy Director or Director can modify the terms of the resolution or refer the appeal to the Secretary per the Consultant agreement's appeal process.

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Default

Should the Consultant not honor the terms of the final resolution, the Department, for just and definable acts, has the option of filing a Consultant insurance claim, filing legal process for restitution, terminating all current agreements, or barring the firm from further work with the Department for up to five years, or any combination thereof.