



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

NICOLE MAJESKI
SECRETARY

MEMORANDUM

TO: Jason Hastings, Chief of Bridges and Structures
Mike Simmons, Chief of Project Development South
Matt Vincent, Chief of Project Development North

VIA: Nicole Majeski, Secretary

VIA: Shanté Hastings, Chief Engineer *SMA*

FROM: Mark Luszcz, Deputy Director, Design *ML*

DATE: October 29, 2021

SUBJECT: **Availability of Design Model Electronic Content & Delegation of Signature Authority**

DeIDOT and our design consultants currently produce electronic content during the survey and design phases of project development that can be utilized in the construction phase of the project lifecycle. Currently the following information has been provided to the contracting community on a project-by-project basis:

- ASCII data files with coordinates and elevations for proposed points as selected by the engineer.
- Existing digital terrain model, in DTM file format, compatible with software currently used by DeIDOT.
- Proposed digital terrain model, in DTM file format, compatible with software currently used by DeIDOT.
- Design file, in DGN file format, that contains 3D feature lines for the proposed design. 3D feature lines are for the proposed top surface elevation only.

This information has typically provided only to the awarded contractor and is for information purposes only. It is not part of the official plan set, construction documents, or the formal agreement between DeIDOT and the contractor.

As part of DelDOT's continued commitment to improving our use of electronic content and based on coordination with the Delaware Contractors Association, we intend to modify our standard practice on this topic.

For projects that have a 3D model, the following information will be provided to the contracting community during the advertisement phase of the bidding process beginning January 1, 2022:

- ASCII data files with coordinates and elevations for proposed points as selected by the engineer.
- Existing terrain in a design file format, containing the triangulated mesh.
- Proposed terrain in a design file format, containing 3D feature lines representing the top surface elevation.

These files will continue to be for information purposes only.

Please refer to the "Development and Review of 3D Engineered Models for Construction" document, located on DelDOT's CADD Wiki, for information pertaining to the following topics related to 3D models and digital deliverables:

- Benefits of 3D Engineering Content
- Surveying Considerations
- Electronic Deliverables
- 3D Modeling Applications
- 3D Model Density Considerations
- 3D Model Content Requirements
- Electronic Design Data and 3D Model Cross Checking
- 3D Engineered Model Review Checklist

Prior to making the project digital deliverables available to the contracting community, the "3D Engineered Model Review Checklist" must be completed and approved, along with the applicable Electronic File Sharing Release form (for either in-house or consultant designed projects), noted as "Version 2, 10/27/2021," and available on the DelDOT Design Resource Center. These documents have been reviewed and approved as to form by DelDOT's Deputy Attorney General. Any changes to the terms noted in the documents must receive a separate legal approval. The authority to sign these forms on behalf of the Department is hereby delegated to the Chief/Assistant Director level as permitted by *29 Del. C. §8401, et. seq.*

If feasible, designers should make these electronic files available during the project advertisement phase prior to January 1, 2022. Alternately, there may be special circumstances that preclude some projects from including electronic files even after the date of January 1, 2022. The intent is that these project exceptions will be rare.

Concurrence:


Nicole Majeski, Secretary

Memo: Availability of Design Model Electronic Content & Delegation of Signature Authority

Date: October 29, 2021

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ML:ad

cc:

Don Weber, Deputy Director, Operations

Mark Buckalew, Chief of Construction

Peter Haag, Chief of Traffic Engineering

Maureen Kelley, Chief of Environmental & Administrative Support

John Caruano, Support Engineer

Jeff Niezgoda, Assistant Director, Local Systems Improvements

David Kleinot, CADD Resource Engineer

RELEASE FOR DELIVERY OF CONSULTANT DOCUMENTS

IN ELECTRONIC FORM

The Delaware Department of Transportation, hereinafter referred to as the DEPARTMENT, has requested that _____ hereinafter referred to as the CONSULTANT, provide certain electronic documents prepared by the CONSULTANT, hereinafter referred to as the ELECTRONIC DOCUMENTS, to _____, hereinafter referred to as the REQUESTOR for the REQUESTOR'S use with regards to _____
_____ hereinafter referred to as the PROJECT, for the following purposes:

- Pre-bid activities
- Bidding purposes
- Construction activities
- Coordinating with another project (e.g., land development)
- Other _____

The DEPARTMENT and the CONSULTANT have agreed to provide the ELECTRONIC DOCUMENTS subject to the following conditions and acknowledgements, to which the REQUESTOR accepts and agrees to be bound:

1. ELECTRONIC DOCUMENTS consist only of the following files:

- ASCII data files with coordinates and elevations for proposed points as selected by the engineer.
- Existing digital terrain model in .dtm file format compatible with software currently used by the DEPARTMENT. Note: the existing .dtm file is based on the date when the surveys were performed and may not reflect any subsequent changes due to new developments, natural changes (erosion, flooding), utility installations or other projects within the limits.
- Proposed digital terrain model in .dtm file format compatible with software currently used by the DEPARTMENT. Note: These files represent the proposed conditions at a point in the DEPARTMENT'S Project Development Process and may not reflect any subsequent changes as a result of the Project Development Process or as-built conditions.
- Design file in .dgn file format, that contains 3D features lines for the proposed design, 3D feature lines are for the proposed top surface elevation only.
- Other _____

2. To the extent that by its agreement with the DEPARTMENT or otherwise, the CONSULTANT has any common law rights including copyright in the ELECTRONIC DOCUMENTS and any paper version thereof, the CONSULTANT retains such right and by this Agreement only grants the REQUESTOR a non-exclusive license to use for informational purposes only for the PROJECT.

3. The ELECTRONIC DOCUMENTS are provided as a convenience to the REQUESTOR at the request of the DEPARTMENT in connection with the REQUESTOR'S bidding, responsibilities and/or obligations relating to the PROJECT. The DEPARTMENT shall not be construed to have performed any services in connection with the REQUESTOR'S use of the ELECTRONIC FILES provided and shall have no liability for any aspect of their use and has no contractual relationship with the REQUESTOR in connection with their use, other than as set forth in this Agreement.

4. All parties agree that the ELECTRONIC DOCUMENTS are not, nor shall they be construed to be, a product or products. It is specifically agreed by the REQUESTOR that there are no warranties of any kind in such ELECTRONIC DOCUMENTS or in the media in which they are contained, either expressed or implied, including any warranty of merchantability or warranty of fitness. Any warranty of merchantability or warranty of fitness is expressly waived by the REQUESTOR.

5. It is understood by the REQUESTOR that the media in which any ELECTRONIC DOCUMENTS are transmitted can deteriorate over time and under various conditions. In addition, any conversion of the format is solely the responsibility of the REQUESTOR. The REQUESTOR understands and agrees that the conversion of ELECTRONIC DOCUMENTS from the format provided by the DEPARTMENT to some other format may introduce errors or other inaccuracies. The REQUESTOR therefore agrees to confirm the accuracy of any converted ELECTRONIC DOCUMENTS before using them. The REQUESTOR agrees to accept all responsibility for any errors or inaccuracies and to release the DEPARTMENT and the CONSULTANT and its SUBCONSULTANTS from any liability or claims for recovery of damages or expenses arising as the result of such errors or inaccuracies.

6. The REQUESTOR shall, in addition to the other obligations set forth herein, be obligated to remove the DEPARTMENT'S, the CONSULTANT'S and/or the SUBCONSULTANT's title block from the copy of the ELECTRONIC DOCUMENTS used by the REQUESTOR.

7. The REQUESTOR agrees not to use, or allow others to use, the ELECTRONIC DOCUMENTS, in whole or in part, for any purpose or project other than as stated above without the express prior written permission of the DEPARTMENT and the CONSULTANT.

8. The REQUESTOR agrees to waive any and all claims for liability against the DEPARTMENT, the CONSULTANT, and its SUBCONSULTANTS resulting in any way from use of the ELECTRONIC DOCUMENTS or from any failure by the REQUESTOR to comply with the requirements of this Agreement.

9. The REQUESTOR further agrees to indemnify and save harmless the DEPARTMENT, the CONSULTANT, and its SUBCONSULTANTS and each of their partners, officers, shareholders, directors and employees from any and all claims, judgments, suits, liabilities, damages, costs or expenses (including reasonable defense and attorney fees) arising as the result of the REQUESTOR'S failure to comply with any of the requirements of this Agreement and/or the REQUESTOR'S use of the ELECTRONIC DOCUMENTS.
10. The DEPARTMENT's providing of the ELECTRONIC DOCUMENTS is not in any way a representation or commitment that the REQUESTOR has been or will be awarded any portion of the scope of work for the PROJECT.

DEPARTMENT:

Signature: _____ Date: _____

Print Name: _____

Title: _____

CONSULTANT:

Signature: _____ Date: _____

Print Name: _____

Title: _____

Company: _____

REQUESTOR:

Signature: _____ Date: _____

Print Name: _____

Title: _____

Company: _____

RELEASE FOR DELIVERY OF IN-HOUSE DOCUMENTS

IN ELECTRONIC FORM

The Delaware Department of Transportation, hereinafter referred to as the DEPARTMENT, will provide in-house electronic documents prepared by the DEPARTMENT, hereinafter referred to as the ELECTRONIC DOCUMENTS, to _____, hereinafter referred to as the REQUESTOR for the REQUESTOR's use with regards to _____ hereinafter referred to as the PROJECT, for the following purposes:

- Pre-bid activities
- Bidding purposes
- Construction activities
- Coordinating with another project (e.g., land development)
- Other _____

The DEPARTMENT has agreed to provide the ELECTRONIC DOCUMENTS subject to the following conditions and acknowledgements, to which the REQUESTOR accepts and agrees to be bound:

1. ELECTRONIC DOCUMENTS consist only of the following files:

- ASCII data files with coordinates and elevations for proposed points as selected by the engineer.
- Existing digital terrain model in .dtm file format compatible with software currently used by the DEPARTMENT. Note: the existing .dtm file is based on the date when the surveys were performed and may not reflect any subsequent changes due to new developments, natural changes (erosion, flooding), utility installations or other projects within the limits.
- Proposed digital terrain model in .dtm file format compatible with software currently used by the DEPARTMENT. Note: These files represent the proposed conditions at a point in the DEPARTMENT's Project Development Process and may not reflect any subsequent changes as a result of the Project Development Process or as-built conditions.
- Design file in .dgn file format, that contains 3D features lines for the proposed design, 3D feature lines are for the proposed top surface elevation only.
- Other _____

2. To the extent that the DEPARTMENT has any common law rights including copyright in the ELECTRONIC DOCUMENTS and any paper version thereof, the DEPARTMENT retains such right and by this Agreement only grants the REQUESTOR a non-exclusive license to use for informational purposes only for the PROJECT.

3. The ELECTRONIC DOCUMENTS are provided as a convenience to the REQUESTOR at the request of the DEPARTMENT in connection with the REQUESTOR'S bidding, responsibilities and/or obligations relating to the PROJECT. The DEPARTMENT shall not be construed to have performed any services in connection with the REQUESTOR'S use of the ELECTRONIC FILES provided and shall have no liability for any aspect of their use and has no contractual relationship with the REQUESTOR in connection with their use, other than as set forth in this Agreement.

4. All parties agree that the ELECTRONIC DOCUMENTS are not, nor shall they be construed to be, a product or products. It is specifically agreed by the REQUESTOR that there are no warranties of any kind in such ELECTRONIC DOCUMENTS or in the media in which they are contained, either expressed or implied, including any warranty of merchantability or warranty of fitness. Any warranty of merchantability or warranty of fitness is expressly waived by the REQUESTOR.

5. It is understood by the REQUESTOR that the media in which any ELECTRONIC DOCUMENTS are transmitted can deteriorate over time and under various conditions. In addition, any conversion of the format is solely the responsibility of the REQUESTOR. The REQUESTOR understands and agrees that the conversion of ELECTRONIC DOCUMENTS from the format provided by the DEPARTMENT to some other format may introduce errors or other inaccuracies. The REQUESTOR therefore agrees to confirm the accuracy of any converted ELECTRONIC DOCUMENTS before using them. The REQUESTOR agrees to accept all responsibility for any errors or inaccuracies and to release the DEPARTMENT from any liability or claims for recovery of damages or expenses arising as the result of such errors or inaccuracies.

6. The REQUESTOR shall, in addition to the other obligations set forth herein, be obligated to remove the DEPARTMENT'S, title block from the copy of the ELECTRONIC DOCUMENTS used by the REQUESTOR.

7. The REQUESTOR agrees not to use, or allow others to use, the ELECTRONIC DOCUMENTS, in whole or in part, for any purpose or project other than as stated above without the express prior written permission of the DEPARTMENT.

8. The REQUESTOR agrees to waive any and all claims for liability against the DEPARTMENT resulting in any way from use of the ELECTRONIC DOCUMENTS, or from any failure by the REQUESTOR to comply with the requirements of this Agreement.

9. The REQUESTOR further agrees to indemnify and save harmless the DEPARTMENT, and each of its partners, officers, directors and employees from any and all claims, judgments, suits, liabilities, damages, costs or expenses (including reasonable defense and attorney fees) arising as the result of the REQUESTOR'S failure to comply with any of the requirements of this Agreement and/or the REQUESTOR'S use of the ELECTRONIC DOCUMENTS.
10. The DEPARTMENT's providing of the ELECTRONIC DOCUMENTS is not in any way a representation or commitment that the REQUESTOR has been or will be awarded any portion of the scope of work for the PROJECT.

DEPARTMENT:

Signature: _____ Date: _____

Print Name: _____

Title: _____

REQUESTOR:

Signature: _____ Date: _____

Print Name: _____

Title: _____