



CITY OF NEWARK  
220 ELKTON ROAD  
NEWARK, DELAWARE 19711

**VIA OVERNIGHT DELIVERY**

(302) 366-7060  
FAX (302) 366-7169

June 8, 2011

City of Newark Contract No. 11-04  
State Contract No. 22-015-01  
Federal Aid Project No. ESTP-N999 (103)  
Pomeroy and Newark Rail Trail  
New Castle County, DE

Ladies and Gentlemen:

Enclosed is Addendum No. 1 for the referenced contract consisting of the following:

1. Thirty-four (34) pages, Pre-Bid Meeting (May 25, 2011) - Transcript of Meeting.
2. Two (2) pages, Pre-Bid Meeting Attendees.
3. Eight (8) pages, Questions and Answers as of June 8, 2011.
4. Twenty-two (22) pages, Construction Agreement between CSX Corporation and the City of Newark.
5. One (1) page, Suggested Vendors List.
6. One (1) page, Special Provisions, Item 44B – Wood Rail Fence, pages B-40, to be substituted for the same page in the Proposal.
7. One (1) page, Special Provisions, Item 77 – Trainee, has been added to the Contract.
8. Four (4) pages, Bid Proposal Forms, pages C-3 to C-6, to be substituted for the same pages in the Proposal.
9. Four (4) pages, Plans, Sheets 79-82, to be substituted for the same page in the Plans.

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

Sincerely,

Charlie Emerson  
Director of Parks and Recreation  
:mag  
Enclosures

cc: Carol Houck, City of Newark  
Scott Gottfried, DelDOT  
Jim Hoagland, DelDOT  
Philip Horsey, Pennoni Associates Inc.



In The Matter Of:

**State of Delaware Department of  
Transportation Pre-Bid Meeting**

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**Pomeroy and Newark Rail Trail**

**Contract 11-04**

**May 25, 2011**

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Wilcox \_ Fetzer, Ltd.  
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STATE OF DELAWARE  
DEPARTMENT OF TRANSPORTATION

PRE-BID MEETING )  
CONTRACT 11-04 POMEROY and )  
NEWARK RAIL TRAIL )

City of Newark  
Municipal Building Conference Room  
Newark, Delaware

Wednesday, May 25, 2011  
9:22 a.m.

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TRANSCRIPT OF MEETING

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PRESENT:

- CHARLIE EMERSON, CPRP, CITY OF NEWARK
- CAROL S. HOUCK, CITY OF NEWARK
- SCOTT S. GOTTFRIED, DelDOT
- CARLA ELLIOTT, DelDOT
- PHILIP A. HORSEY, P.E., PENNONI
- LAURA A. ANDERSON, P.E., PENNONI
- MATTHEW A. GOUDY, P.E., PENNONI

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WILCOX & FETZER, LTD.  
1330 King Street - Wilmington, Delaware 19801  
(302) 655-0477

1 MR. EMERSON: All right, folks.  
2 We're ready to get started. I apologize, I'm  
3 going to read from a script. We have a  
4 stenographer here, who is going to take minutes  
5 for us. Bear with us. We'll get your questions  
6 later on, if you have any. We will explain the  
7 project as we go. Okay?

8 First of all, thanks for coming. My  
9 name is Charlie Emerson. I'm the Director of  
10 Parks & Recreation for the City of Newark  
11 overseeing this project.

12 What I'd like to do first is  
13 introduce some folks or let them introduce  
14 themselves. Up here is part of our team with  
15 this project. Let's start here with Philip.

16 MR. HORSEY: Philip Horsey with  
17 Pennoni Associates.

18 MR. GOTTFRIED: Scott Gottfried with  
19 Contract Administration for DelDOT.

20 MS. HOUCK: Carol Houck, City  
21 Manager's Office, Newark.

22 MR. GOUDY: Matt Goudy with Pennoni  
23 Associates.

24 MS. ANDERSON: Laura Anderson with

1 Pennoni Associates.

2 MR. EMERSON: Thank you.

3 MS. ELLIOTT: Carla Elliott, Civil  
4 Rights Administrator for DelDOT.

5 MR. EMERSON: This is a mandatory  
6 pre-bid meeting for Contract No. 11-04 Pomeroy  
7 and Newark Rail Trail. Today's meeting will  
8 start with me talking about the administrative  
9 handling of the contract. Then I'll turn the  
10 program over to Scott who will discuss contract  
11 requirements, who will then turn it over to our  
12 engineering staff to go over and discuss the  
13 specifics of the work.

14 The court stenographer will be here  
15 to transcript the meeting. When the first  
16 addendum is released, a copy of the transcript  
17 along with a copy of the attendees list of this  
18 meeting will be made available to you.

19 Please feel free to ask questions,  
20 but if possible, wait until the end of the  
21 meeting so we can flow smoothly. Okay?

22 I would ask that when you do ask  
23 questions that you indicate your name and the  
24 company or firm that you represent.

1           Regarding the administrative handling  
2           of the contract. Again, this is a City of Newark  
3           project. And our partners for this project are:  
4           DelDOT; Delaware State Parks; University of  
5           Delaware; University Courtyard Apartments; and  
6           Delaware Transit.

7           This is a Federal Highway  
8           Administration-funded project. Contract review  
9           will be completed by the City of Newark, DelDOT  
10          and Pennoni, our consultant.

11          A recommendation to award the  
12          contract will be made to the City Manager. It  
13          will then be presented to Newark City Council to  
14          ask to award the contract.

15          Billing and payment will be handled  
16          through Carol's office in conjunction with DelDOT  
17          and Pennoni. And Pennoni will manage the  
18          contract and inspections for the project.

19          As stated in the announcement, all  
20          questions or concerns shall be e-mailed to  
21          pomero@newark.com. Okay? If you have any  
22          questions at all after this meeting that come up,  
23          send them to this e-mail. They'll be distributed  
24          to our team. We'll develop the answers and get

1           them out to everybody. Okay.

2                       MR. EMERSON: I'm sorry, I said  
3 Newark. It is pomeroy@pennoni.com. I'm sorry.

4           If you need to speak to the  
5 engineers, please request a meeting via the  
6 e-mail. This is the most efficient way to handle  
7 any questions we may get. If the question  
8 results in information all bidders need to be  
9 aware, that information will be distributed in an  
10 addendum.

11           After this meeting, there will be a  
12 at least one addendum, and it will be issued via  
13 the mail. It will be mailed to all. The  
14 addendum will consist of the minutes of this  
15 meeting, whatever plan or spec changes that come  
16 as a result of this meeting, and a list of the  
17 attendees. Please make sure if you have not  
18 signed in -- this is a mandatory pre-bid meeting,  
19 so if you are not signed in, you are not on the  
20 list, we can't accept any bids from you.

21           I strongly encourage you to look over  
22 the plans and specifications as soon as possible.  
23 Bids will be taken until 2:00 p.m. on Tuesday,  
24 June 21st, 2011. Questions will be accepted via

1 e-mail until Tuesday, June 7th, 2011 at  
2 5:00 p.m. Okay?

3 I'm going to turn it over to Scott to  
4 talk about certain requirements of the contract.

5 MR. GOTTFRIED: Thank you. As I said  
6 before, my name is Scott Gottfried. I know a lot  
7 of familiar faces in here. Even though this is  
8 not a DelDOT contract and we're not administering  
9 it, this project is being funded by the Federal  
10 Highway Administration, which means all federal,  
11 state and DelDOT rules will have to apply to this  
12 contract.

13 The first thing I want to make clear  
14 is the subcontracting portion of this contract.  
15 The federal rule goes 30/70 DelDOT's is 51/49.  
16 The prime contractor on this job will have to do  
17 51 percent of the work. Is that understood?

18 Whenever it comes to a situation  
19 where you have a federal rule and a state rule or  
20 a DelDOT rule, the more constrictive of the two  
21 rules will apply. This contract has both federal  
22 and state highway wages on it. You must use the  
23 higher of the two for each category. If there is  
24 a category in the wages that you do not have, you



1 must call DOL, the federal DOL or the state  
2 Department of Labor and get a determination for  
3 that category. That is the responsibility of the  
4 contractor.

5 Now, if it's a federal one, if the  
6 federal is higher, then there are some forms that  
7 my office can assist you with in getting for that  
8 category. But please make it clear: It is the  
9 responsibility of the contractor. And I will  
10 state this now. You are going to get state  
11 inspectors out on this job driving around  
12 looking. They're being very proactive lately. I  
13 see a lot of contractors having issues with not  
14 paying the right rates. So be very careful when  
15 you go out in the field because they are looking.

16 This contract also has a DBE  
17 requirement, which is Disadvantaged Business  
18 Enterprise goal on it. It also has trainees.  
19 Before I go any further into what I'm going to go  
20 over --

21 Excuse me? Come on up.

22 It has a goal on this and it has two  
23 trainees. I'll look up the goal real quick  
24 because I've forgotten it. I didn't bring it

1 with me.

2 It's 11 percent on this project. And  
3 I believe you have two trainees right now. Right  
4 now, I'm going to let Carla go over that good  
5 faith paperwork and go over her section of the  
6 DBE requirements and the training requirements  
7 because this is the reason to DQ your bid.

8 While we're going over this. There  
9 is a space on your certification form that you  
10 must state what your DBE is going to be. Your  
11 DBE goal for this is 11 percent. Okay? You must  
12 put that number in. If you put anything lower  
13 than 11 percent, you must put good faith  
14 paperwork in she's going to go over. But if you  
15 leave that blank, your bid is automatically  
16 disqualified. No questions, no exceptions. It's  
17 done. Okay? Please make sure you fill that out.

18 I'm basically saying that for people  
19 who don't usually deal with DelDOT. I'm not sure  
20 what contractors I have in here that haven't done  
21 DelDOT contracts. That is a major point.

22 There is also a spot right below the  
23 DBE goal for addendums -- I'll get into that a  
24 little bit -- where you must acknowledge every

1           addendum you get.

2                       Before I get any further, let me give  
3 the floor to Carla to go over DBE goals and  
4 requirements and the time frame you have to turn  
5 those in.

6                       MS. ELLIOTT: First of all, on the  
7 issue of subcontracting. Because this is a  
8 federally-funded contract, the contract between  
9 the City of Newark and whatever firm is selected  
10 will have incorporated in it specific language  
11 that we know as Form 1273. It is a FHWA form.  
12 And whatever prime is selected must incorporate  
13 that language in every subcontract that it  
14 executes with any of its business partners. We  
15 have available both electronic and hard copies of  
16 Form 1273. It must be physically incorporated in  
17 the subcontract. It cannot be referenced and  
18 then considered incorporated. That is not our  
19 requirement. That is a requirement of the  
20 Federal Highway Administration that is funding  
21 this project.

22                       That being said. There is, I  
23 believe, an 11 percent DBE goal. The way DelDOT  
24 handles DBE goals is we anticipate any responsive

1 bid to include on the certification form a  
2 statement at the bottom that the bidding firm  
3 will have DBE participation at a blank  
4 percentage. Whatever your ability to meet the  
5 DBE goal is has to be written there. As Scott  
6 said, we would prefer that you say 11 percent.  
7 If it's less than 11 percent, you must provide  
8 with your bid documentation that you as a bidding  
9 contractor made a, what we use in italics, "a  
10 good faith effort."

11 We do have a sample good faith effort  
12 package that was submitted by one of our business  
13 partners that outlines what they did. There's  
14 also a section in the regulations that we can  
15 provide to any interested bidding contractor that  
16 outlines what you as a contractor has to do in  
17 order to show a good faith effort. So if in fact  
18 putting together your proposal or your bid, you  
19 can only find 5 percent of what your bidding in  
20 DBE business partners, you have to give us  
21 documentation that you made a good faith effort,  
22 and that's the best you can do. If you do not  
23 certify that you will meet the 11 percent in your  
24 bid documents and you do not provide us with good

1           faith effort documentation, then your bid will be  
2           disqualified.

3                         With respect to what is a DBE. To  
4           count towards the goal on this project, a firm  
5           must be certified by DelDOT. Our DBE directory  
6           is on-line. We have a website that has all of  
7           our civil rights information. You can get to it.  
8           It's [www.civilrights.deldot.gov](http://www.civilrights.deldot.gov). It will take  
9           you to our civil rights home page and on the DBE  
10          page. You'll find listed on the right our  
11          directory and other information that you might  
12          find helpful to you.

13                        We do hope that you bring to the  
14          table certified DBEs. It makes it easier for us  
15          to approve that you have met the DBE goal.

16                        With respect to time frames, you all  
17          will provide your bids. Bids will be open. And  
18          an apparent low bidder will be designated at the  
19          time. The apparent low bidder has ten days  
20          within which to provide to us executed  
21          subcontract agreements that equal or exceed the  
22          DBE goal. This must be done before. We will  
23          allow the contract to be awarded and executed.  
24          So you have to come to the table with a

1 certification that you will meet the goal. And  
2 if you are designated the apparent low bidder,  
3 you have ten days to bring to us your contracts  
4 that document and support that your bid will meet  
5 the DBE goal based on the subcontractors that you  
6 selected and have engaged through a subcontract.

7 The Civil Rights Section, will then  
8 issue a notice that your bid has met the DBE  
9 goal. And we will advise Contract Administration  
10 that the contract can be awarded.

11 With respect to the OJT component.  
12 This is a federal requirement. The regulations  
13 are available. Anyone interested can either  
14 contact me or, as I said, on our website, we have  
15 our OJT Guidelines book. The guidelines have  
16 contained in them all of the FHWA-approved  
17 training programs.

18 Now, according to the regulations, a  
19 firm can offer their own training program to meet  
20 the OJT requirement. However, if a firm chooses  
21 to use a training program of their own and not  
22 one that's been FHWA approved, we have to submit  
23 their training program to FHWA and get it  
24 approved before we can approve it for use on this

1 project.

2 The purpose of the training program  
3 is to increase employment opportunities and  
4 upward mobility for minorities and females.  
5 Therefore, you will be expected to provide to us  
6 a training schedule -- in other words, telling us  
7 what training programs you intend to use and when  
8 you envision them being able to start in the  
9 schedule of the project. We also must interview  
10 any training candidates that you propose and have  
11 to approve them before they can then fulfill the  
12 training slots on the project.

13 We have all of those forms contained  
14 in the OJT Guidelines book. We can provide you  
15 hard copies or electronic copies by e-mail if  
16 necessary.

17 What is important to understand is  
18 this is a contractual obligation. We will expect  
19 the successful bidder to complete the training  
20 programs for the two trainees during the life of  
21 the project. There's also separate and  
22 independent monitoring of both the progress of  
23 DBE firms completing their contracts and the  
24 progress of OJT trainees in completing their

1 training programs.

2 We have recruitment resources  
3 available. If you find it difficult to identify  
4 minority and female candidates for the training  
5 program, we will gladly provide you with some  
6 referrals from some of those recruitment sources  
7 that we have available to make it easier for you  
8 as the prime contractor to meet that OJT  
9 requirement.

10 We also will be monitoring prompt  
11 payment. Under the federal regulations, our DBE  
12 Program Plan, and Delaware State Code, prime  
13 contractors must pay their subcontractors for  
14 work done that they have been paid for within 30  
15 days of the prime receiving payment. We will be  
16 monitoring prompt payment to all subcontractors,  
17 not just the DBE firms. I think that's all.

18 MR. GOTTFRIED: Real quickly let's go  
19 over a couple things she said. Once the bids are  
20 open, if you have not met the 11 percent, you  
21 have not turned your good faith paperwork in, at  
22 the time of bid, once I start opening bids, there  
23 is no good faith paperwork in there, your bid  
24 will be automatically disqualified. I want to



1 make that clear.

2 The next thing I want to make clear  
3 is that the next day you will receive a letter --  
4 and I'll probably prep it for the City of  
5 Newark -- to come out to you guys letting you  
6 know who the apparent low bidder is. On that  
7 letter date, when you receive it, faxed, mailed,  
8 however, when you receive it, you have ten days  
9 from that date to turn in your DBE contracts.  
10 There will be a name on there and address you  
11 send them to to have them in. If you miss those  
12 ten days dates, I'm not calling you asking you  
13 where it's at. If you go to the eleventh day,  
14 I'm going to the next low bidder. Is everybody  
15 clear on that? Federal reg. No exceptions. All  
16 right?

17 Are there any questions about what  
18 you guys have to do as far as DBE goal or the OJT  
19 training, trainees before we go any further?

20 Please be very careful. I'm going to  
21 reiterate this. I have seen this happen on five  
22 of the last six projects we have. Please use the  
23 DelDOT DBE book that has approved DBEs. I do  
24 believe it's something called an MBE.

1 MS. ELLIOTT: The state has an Office  
2 of Women and Minority Owned Business Enterprises.  
3 There are firms that are OMWBE certified. The  
4 City of Wilmington has a program, and there are  
5 firms certified under the City of Wilmington's  
6 DBE program. Neither one of these programs meet  
7 the requirements of the U.S. Department of  
8 Transportation's regulations, and as such, they  
9 cannot be used to meet DBE goals on an FHWA or  
10 FTA project.

11 MR. GOTTFRIED: Is everybody clear on  
12 that? Are there any questions?

13 Okay. Information in regards to bid  
14 bond. I want to go over the bid bond a little  
15 bit here, even though it's -- I believe you are  
16 using a 5 percent bid bond for this project.  
17 That's fine. The bid bond responsibility when  
18 you turn it in is on the contractor. If for some  
19 reason you get a bid bond back and the power of  
20 attorney does not match the names that are on the  
21 bid bond, you're automatically going to be  
22 disqualified.

23 My usual standard is 10, but this one  
24 is 5. If you just put 5 percent on the bid bond

1 and not an exact total or a not to exceed amount,  
2 I strongly suggest, unless your bonding company  
3 requires you, do not put a not to exceed amount  
4 on your bid bond. Because if for some reason  
5 your numbers do not add up -- and real quickly,  
6 we're following DelDOT's rules on that -- for  
7 this project, if your numbers don't match up and  
8 your totals don't add up to what you have there,  
9 I'm going to fall back to all your unit prices --  
10 because I'll be reviewing the bids -- I'll fall  
11 back to your unit prices and I'll extend them out  
12 to get a correct amount. So when you are filling  
13 out your bid forms, please make sure your unit  
14 price is right. That's my fall safe. I'm going  
15 to use your unit price. If there is any  
16 discrepancy in price or addition, I'm going back  
17 to unit price and I'll extend it out.

18 So please don't make a mistake by  
19 putting your extended amount in the unit price  
20 area. It has happened before. And I usually get  
21 trillion-dollar bids when it does happen. I  
22 won't DQ you, but you'll have a bid that won't be  
23 competitive. But in saying that. I fall back to  
24 unit price. Please make sure you add everything

1 out. But with the bid bond, do not put a not to  
2 exceed. If you have to put a not to exceed  
3 number in there, please round up several hundred  
4 dollars just to cover any errors.

5 I'll give you a specific example. A  
6 gentleman about three years ago -- it was a  
7 five-million dollar bid -- he had corrected --  
8 handwrote a number in and corrected it at the  
9 last moment. He made his bid go up by 50 cents.  
10 By my standards, 10 percent of 50 cents is a  
11 nickel. He had a not to exceed number in there  
12 for the exact amount. His bid bond was a nickel  
13 short of covering the total amount of his bid  
14 when I corrected it. His bid was disqualified.  
15 He did not have a correct bid bond. The bid bond  
16 was not sufficient enough to cover the price of  
17 the contract. That will get you disqualified.  
18 Unfortunately, it is a rule. We have to follow  
19 it. Okay?

20 Please review your bid bond when you  
21 get it back from your bonding company. Make sure  
22 they've filled everything out. Make sure they  
23 use the right power of attorney and didn't use  
24 another state. I've seen that lately, people

1 turning in bid bonds with the wrong one for the  
2 State of Delaware Power of Attorney. That's your  
3 responsibility. If your bonding company messes  
4 up, gives you wrong information, or they don't  
5 sign it correctly, I'm so sorry. Okay?

6 Please make sure your certification  
7 is notarized. In the process of notarizing a  
8 certification form, please make sure that whoever  
9 is doing the notary does actually witness the  
10 person signing it. I have seen the contract in  
11 the last -- two contracts in the last six months  
12 where I have got a beautiful notary seal there  
13 and there is no signature for the authority from  
14 the company. Automatic disqualification.

15 I know I'm probably sounding a little  
16 harsh, but these are things that are happening.  
17 And I do not want to reject anybody's bids at  
18 all. Okay?

19 I believe you can handwrite your bid  
20 forms for this project, or type, or however you  
21 want to do it. Usually if it's a DelDOT job, we  
22 have it that you can only typewrite. But I  
23 believe you can handwrite here. Please be very  
24 clear that when you handwrite these numbers,

1           they're legible. Please don't have me guessing  
2           between 9 and a 8. Because if we have to guess,  
3           I will automatically disqualify your bid. That's  
4           left up to the discretion of people reviewing the  
5           bid. Is everybody clear on that?

6                     If you have to change a number,  
7           please strike a single black line through it and  
8           initial. And then legibly correct the corrected  
9           amount. Okay?

10                    Any questions over the things I've  
11           just gone over?

12                    Please note: You will receive the  
13           addendums for this project. I assume we'll work  
14           that out later, somehow certify whether it's UPS,  
15           FedEx, or certified receipt. On your  
16           certification, please make sure you acknowledge  
17           receiving each addendum. Okay? If you do not  
18           acknowledge receiving an addendum, I have no way  
19           of showing that you did actually receive it, and  
20           your bid is automatically disqualified. Is that  
21           understood?

22                    Please make sure that wherever you  
23           have the City of Newark, wherever they're sending  
24           the addendums to, the address of your company,

1           there is a place where the estimator or whoever  
2           is doing the bid is going to get the addendum. I  
3           do not want to -- unfortunately, I have had this  
4           happen where somebody gives the wrong address,  
5           and the addendum goes and sits over in the  
6           docking area on somebody's desk, a clerk's desk.  
7           It never makes it over to the estimator. So  
8           sorry.

9                         Are there any questions? Any  
10           concerns? I have business cards up here. If  
11           there's any questions in regards to what you have  
12           to fill out as far as the DelDOT and federal  
13           requirements, please give my office a call or  
14           e-mail me. I'll be glad to explain them to you.

15                         But all questions concerning the  
16           project need to go here. I'm just talking about  
17           federal regulations or concerns about how it  
18           would be administered or some of the rules we  
19           have as far as submitting your bid. Any  
20           questions?

21                         Then I'll turn the meeting back over  
22           to you, sir.

23                         MR. EMERSON: I'm going to turn it  
24           over to our engineering firm right now to talk

1 about the project specifics.

2 MS. ANDERSON: Laura Anderson with  
3 Pennoni. I wanted to highlight the structure  
4 items on the project.

5 The first structure I'd like to talk  
6 about is the canopy. The canopy provides a clear  
7 span over the trail and is underneath the CSX  
8 railroad bridge. The canopy and the footings are  
9 to be designed by the manufacturer. And  
10 calculations are to be signed and sealed by a  
11 professional engineer and submitted to us with  
12 the shop drawings for the approval. The canopy  
13 shall accommodate and include light fixtures as  
14 shown in the plan.

15 The roof must be removable as  
16 required for access to the underside of the CSX  
17 bridge. This is in case of future inspections of  
18 the CSX bridge. Not only does it have to be  
19 removable, it also has to be re-installable. I guess  
20 that would be the tricky part. This has to be  
21 shown on the shop drawings. It can be details as  
22 simple as "bolts instead of welds" and things  
23 like that, but there has to be provisions for  
24 that.



1           Since this is in a CSX right-of-way,  
2           there is going to be coordination with CSX as  
3           detailed in the specs. There could be flagging  
4           services and construction coordination  
5           anticipated and also CSX insurance requirements.

6           There is an existing 24-inch RCP near  
7           the canopy footing. That pipe is to be located  
8           and protected during installation. The footing  
9           depth shall be established to provide adequate  
10          clear around the pipe.

11          Also, there is chain link fence and  
12          signs around the canopy as shown on the plans.

13          The next structure I want to talk  
14          about are the pedestrian bridges. There are two  
15          fiberglass pedestrian bridges with timber decks.  
16          Those bridges are also to be designed by the  
17          manufacturer. Calculations are to be signed and  
18          sealed by a professional engineer and submitted  
19          to us with shop drawings for approval.

20          Those bridges have a decorative  
21          stamped concrete finish as detailed in the plans  
22          and specs.

23          Also, there are two helical piles per  
24          abutment. We estimate the length to be

1 approximately 25 feet below grade. Part of the  
2 helical pile item includes borings, two borings  
3 per bridge at each location, soils testing, and  
4 generating a foundation report. That report is  
5 to be signed and sealed by a professional  
6 engineer.

7 The boring information and foundation  
8 reports are to be submitted to us for approval  
9 and also to the helical pile supplier. The  
10 helical pile supplier then designs the helical  
11 piles based on that soils information. The  
12 helical pile design and shop drawings are to be  
13 submitted for approval.

14 The last structure item is the pipe  
15 culvert headwall. That's fairly standard  
16 concrete and rebar headwall and a existing pipe.

17 With that, I'll throw it to Matt.

18 MR. GOUDY: I'm Matt Goudy from  
19 Pennoni. I'm just going to highlight some of the  
20 alternate bid items and a few specifications and  
21 go through the utility statement, some of the  
22 environmental clearance documents, and some of  
23 the other -- like the right-of-way clearance.

24 The first item I'm going to go

1 through is site furnishings. Materials and  
2 construction shall conform to the specification  
3 and details on the plans. Please note that the  
4 concrete footings are incidental to the site  
5 furnishing item.

6 Cost for the installation and  
7 replacement of the existing railroad rails shall  
8 be included in the cost for the kiosk structure.  
9 Shop drawings will need to be submitted and  
10 approved prior to ordering each of the items.

11 I am going to go through the  
12 alternate bid items, which are shown on page C-6  
13 of the proposal forms. This sheet shows  
14 alternate bid items specified for lighting. The  
15 alternate bids items include LED equivalent  
16 fixtures, trail lighting, kiosk lighting, and  
17 canopy lighting fixtures. There are also  
18 accessories for attachment to the LED fixtures,  
19 including house side shields and banner poles.  
20 There are details for each of these fixtures  
21 shown on the plans. Please make sure these items  
22 are included in your bids.

23 Also in reference to the proposal  
24 form. Please note that the contractor will need

1 to fill out the breakout sheets in entirety, and  
2 costs associated with these sheets will need to  
3 be included in the base bid.

4 As far as the utility statement.

5 There are existing aerial and underground  
6 utilities within the project limited. The ones  
7 we don't anticipate conflict with are: City  
8 Newark water; Comcast; Delmarva gas and electric;  
9 the University of Delaware has a fiber optic  
10 line; Verizon; and W. L. Gore also has a fiber  
11 optic line.

12 There are going to be two adjustments  
13 to existing manholes for the City of Newark sewer  
14 within the project limits. And there are  
15 existing cobra heads will need to be removed from  
16 the City of Newark existing utility poles.

17 There is an approved nationwide  
18 Permit No. 23 that is attached to the bid  
19 documents for the project. And this is required  
20 for navigable waters of the U.S. and discharge of  
21 fill materials into waters of the U.S. and/or  
22 isolated wetlands. The contractor will need to  
23 adhere to the issued permits as well as the  
24 special conditions and all modifications to the

1 issued permits.

2 The right-of-way certificate has been  
3 included in the bid documents. And all projects  
4 rights-of-way are currently available in  
5 accordance with the plans.

6 One thing I want to note is that  
7 there will be a response forthcoming in regards  
8 to the release of preferred vendors for the site  
9 furnishing and lighting items. We're waiting for  
10 response from FHWA on if those items can be  
11 released or not.

12 Also note that traffic associated  
13 signs and signal work shall be coordinated with  
14 DelDOT in order for fabrication and adequate lead  
15 time for DelDOT to order and make ready these  
16 products for the contractor.

17 Lastly, I want to just reiterate that  
18 responses to contractor questions are going to be  
19 posted on DelDOT's website and we'll be -- if  
20 there is an addendum, these will be sent out via  
21 mail, as Scott previously discussed. That's all  
22 I had.

23 MR. HORSEY: Before we field  
24 questions, a couple of more things. We do have

1 plans available here today if anyone wants to  
2 purchase them. Charlie, I think we've talked  
3 about hosting a walkthrough. If you can stay in  
4 the room and we can coordinate where we'll drive  
5 and meet to do that walkthrough. I don't want  
6 anybody to think they can't attend because  
7 they're going to miss any questions. We're not  
8 going to answer anything on the spot. I guess we  
9 can field the questions, but we'll also post what  
10 is asked during the walkthrough.

11 MR. GOTTFRIED: Can I make a  
12 suggestion there, please?

13 As far as the walkthrough goes, if  
14 you have any questions, you can ask, and nothing  
15 said at the walkthrough is viable. What you have  
16 to officially do is after the walkthrough, issue  
17 your question to the website or it will not be  
18 answered. That's the easiest way to do that.

19 MR. EMERSON: That's fine.

20 MR. GOTTFRIED: Meaning they're not  
21 going to take down questions out there. Because  
22 if they miss somebody, somebody doesn't get their  
23 question through, come back in the end screaming.  
24 I've had that happen when I first started walking

1           here.

2                         If you have a question at  
3           walkthrough, since the court reporter won't be  
4           there, you can ask it there, but you must come  
5           back and formally submit that question to this  
6           website to be able to get an answer for it. Is  
7           that clear?

8                         MR. HORSEY: We do have the booklets,  
9           the guidelines that Carla mentioned, we do have  
10          some copies here, too, if you want to take one of  
11          them. I think that's it. If you want to field  
12          any questions.

13                        MR. GOTTFRIED: Can I go back and  
14          address one thing real quick? Breakout sheets in  
15          this contract. Because it's standard bridge and  
16          road design that is involved in this, I want to  
17          make it very clear. The breakout sheet overrules  
18          the bid forms. In other words, if the price in  
19          the breakout sheet is different, the total price  
20          is different from what you put on your bid forms,  
21          I'm going to follow through with your breakout  
22          sheet.

23                        Please note breakout sheets are  
24          fielded as quantity forms. You cannot submit a

1 zero amount on a breakout form. For some reason  
2 one of the items on the breakout form you feel  
3 should be included, you need to send that in as a  
4 question to get that changed or get it addressed.

5 If you put a zero dollar amount on  
6 any of the breakout form's items or any of the  
7 bid forms at all for anything, a zero dollar  
8 amount, your bid will automatically be  
9 disqualified. If there is a problem on the  
10 breakout sheets, which I have seen as of lately  
11 where something is included or a company includes  
12 something with two items, you need to let us know  
13 so we can address that. Okay? I just want to  
14 make that clear because I've had people submit a  
15 zero dollar amount on very big projects, and  
16 unfortunately, due to regs, they're automatically  
17 disqualified.

18 Real quickly. Going back to the  
19 51 percent rule of what the prime contractor  
20 does. Are there any prime contractors in the  
21 room that will not be doing 51 percent of this  
22 project? I just want to get that on the record.  
23 So I assume by the show of no hands that everyone  
24 can do 51 percent. Okay. That's all I had.



1 MR. EMERSON: Okay. Just to remind,  
2 before we get to any questions, that you will  
3 will receive a copy of the minutes from this  
4 meeting. So if you didn't take good quality  
5 notes, you'll certainly get those.

6 Let's open it to any questions  
7 anybody wanted to ask.

8 MR. BALLANTINE: Matt Ballantine with  
9 Merit Construction. I have a question on the CSX  
10 insurance and flaggers. Is CSX making that  
11 insurance available through them, as they  
12 sometimes do? Are they providing the flaggers  
13 and are there charges for their flaggers? Do you  
14 know a certain number of hours that are going to  
15 be included in the bid?

16 MR. HORSEY: Why don't we just  
17 confirm that.

18 MS. HOUCK: We'll confirm it. We do  
19 have a drawdown account that's being established  
20 like we did with the design. So I think that  
21 that will be the case. We'll confirm it.

22 MR. BALLANTINE: Do they also require  
23 training of our people?

24 MS. HOUCK: It does. Yes. We'll

1 confirm with a e-mail response.

2 MR. EMERSON: Any other questions?

3 Okay. For anybody that would like to  
4 do a walkthrough, if you want to stay in the  
5 room. I appreciate everybody coming. Look  
6 forward to receiving your bids. I'm excited  
7 about the project. Thank you for coming.

8 (Meeting concluded at 10:00 a.m.)

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1 State of Delaware )

2 New Castle County )

3  
4 CERTIFICATE OF REPORTER

5 I, Lucinda M. Reeder, Registered  
6 Diplomat Reporter, Certified Real-time Reporter  
7 and Notary Public, do hereby certify that the  
8 foregoing record is a true and accurate  
9 transcript of my stenographic notes taken on May  
10 25, 2011 in the above-captioned matter.

11  
12 IN WITNESS WHEREOF, I have hereunto  
13 set my hand and seal this 1st day of June 2011 at  
14 Wilmington, Delaware.

15  
16  
17  
18  
19  
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22  
23  
24  


Lucinda M. Reeder, RDR, CRR





Pre-Bid Meeting  
 Sign In Sheet  
 Contract 11-04 - Pomeroy and Newark Rail Trail  
 Wednesday, May 25, 2011  
 9:00 a.m.



**\*PLEASE PRINT\***

#	NAME	MAILING ADDRESS	PHONE	FAX
1	Mark Steu	3084 B. Bristol Rd Warrington Pa 18976 (Land-Tech, Enterprises)	215-491-1470 ext 100	215-491-1471
2	GRASSBUSTER L.C. INC SALVADOR A. LIMON	935 RAHWAY DRIVE NEWARK DE 19711	302 292 1166	302.292.1197
3	Zach Excavating Kitty Kershaw	PO Box 94 Townsend, DE 19734	302-659-5745	302-659-5746
4	MERIT CONSTRUCTION ENGRS. MATT BALKWITZ	5700 KIRKWOOD HWY STE. 201 WILM. DE. 19808	302-992-9810	302-992-9568
5	DAISY CONSTRUCTION STAN MILLER	102 ROBINO COURT, SUITE 203 NEWPORT, DE 19804	302-658-4417	302-658-0618
6	ED BUSH EPB ASSOCIATES, INC	107 W SUTCH PL WILMINGTON, DE 19810	302-475-7301	302-475-7302
7	MIKE NEWMAN MID ATLANTIC			
8	PETE DANIEL MID ATLANTIC SITE	1000 CONSTITUTION RD, CONSTITUTION, PA	610-716-5098	
9	Bruce CAUT GUARDIAN CONST	101 ROGERS RD WILMINGTON DE 19701	834-1000	834-0386
10	Russ Hines Technique	1020 Broad run Rd. Landenberg PA 19350	610 274 8009	610 274 3435
11	Kyle Lindstrom Lindstrom Exc	25820 Still Pond Neck Rd Worton MD. 21678	410-778-6344	410-778-0477
12	Carey Lindstrom Buck Frank exc.	1810 Maple ave, Folkcroft, PA 19032	610-583-3582	610-583-870
13	Mike DiSabatini	1724 Dixie Line Rd. Bear DE 19702 J.H.K. INC	302-266-6700	302-266-4904
14	Paul CRANNY	693 PAINTER ST MEDIA PA CONSTRUCTION INFRASTRUCTURE 19063 J.J.I.D. Inc	610-565-3653	610-565-6357
15	Susan Trentham	100 Julian Lane Bear, DE 19701	302 836-0414	302 836 4275





Pre-Bid Meeting  
 Sign In Sheet  
 Contract 11-04 - Pomeroy and Newark Rail Trail  
 Wednesday, May 25, 2011  
 9:00 a.m.



**\*PLEASE PRINT\***

#	NAME	MAILING ADDRESS	PHONE	FAX
16	CHRIS CARRICK	URGENT CASTLE SYSTEMS 3700 WASHINGTON AVE. WILM. DE 19808	302 994-4104	302-994-4105
17	Terry Gleeson	Eastern States 702 First State Blvd Wilm DE 19804	302 995-2259	302 995-2460
18	CHARLES SEXTON	185A old CHUECHMANS RD NEWCASTLE DE 19720	302-326-3600	221-6110
19	Carla Elliott	DEL DOT 800 Bay Rd. Dover DE 19903	302-760-2555	
20	CAHILL CONTRACTING KEVIN CAHILL	106 SLEEPY HOLLOW DR MIDDLETOWN DE 19709	302-378-9656	302-378-9653
21	Don carroll	ARMY		
22	<del>_____</del>			
23	Peter ERONY Mumford & Miller	1005 Industrial Dr Middletown DE 19709	302 378-7734	302 378-6753
24	Bill Davis KEYBOLD CONSTRUCTION	116 EAST SCOTLAND DR. BEAR, DE. 19701	302-832-7100 x128	302-392-4491
25	SCOTT GOTTFRIED DEL DOT	800 BAY Rd DOVER DE 19903	302 760-2031	302-739 2254
26	Carol Houck	City of Newark 220 Falkton Rd ND 19711	302-366-7070	
27	Charlie Emerson	City of Newark, DE	302 366-7060	
28				
29				
30				



City of Newark Contract No. 11-04  
DelDOT Contract No. 22-015-01  
Pomeroy and Newark Rail Trail  
Questions and Answers  
June 8, 2011



**Question 35:**

Could a Weathering steel bridge, in a similar style as the fiberglass bridges, be considered an alternative bid as long as it meets the requirements of AASHTO LRFD design, the specification requirements and signed/sealed by DE Professional engineer (In house staff)?

I noticed in the Q/A: Q2, that you wanted fiberglass bridge as specified. However, from past experience, Fiberglass Bridge suppliers are not readily available and the weathering steel alternative could prove to be more cost effective and aesthetically pleasing.

**Response to Question 35:**

The style of the referenced bridge is acceptable, however the installation of the bridges must not require any additional clearing or trail development beyond what has been specified on the plans. We are concerned with clearing limits beyond the 8' trail tread and of course ceiling heights. In addition, the specified loadings on the plans for the fiberglass bridge would be different for a steel pedestrian bridge and would need to be coordinated with the Contractor and the pile fabricator in order to properly design the foundations for the bridges. Also, a small crane would be needed to lift the bridges in place. The bridges themselves would have to accommodate any equipment moving on to set the next bridge.

**Question 34:**

Where are the heights of bid item 2J, riser pipe assembly for the sediment traps found on the drawings? Is there a specific detail for the trash rack? What is the size of the outlet pipe that contains the anti-seep collars?

**Response to Question 34:**

The height of the riser pipe assembly will be determined based on field conditions and shall follow the detail shown on Sheet 50 of the Construction Plans.

**Question 33:**

REF Bid Item 6, removal of structures and obstructions, is only to include the items listed on the breakout sheet for this item, is that correct?

**Response to Question 33:**

Removal of structures and obstructions shall consist of the removal, wholly or in part, and satisfactory disposal of all buildings, fences, structures and any other obstructions which are not designated or permitted to remain, except for the obstructions to be removed and disposed of under other items in the specifications. It shall also include the salvaging of designated materials and backfilling the resulting trenches, holes and pits. It shall also include the specified items listed on the breakout sheet for Item 6.

**Question 32:**

Since all pipe on this project is 15" RCP and smaller why is there a bid item 4A, Exc and backfill for pipe trenches. Normal DelDOT spec calls for all pipe excavation and select backfill for pipe under 24" diameter to be incidental to the pipes. Please clarify.

**Response to Question 32:**

Item 17 – Reinforced Concrete Pipe-15" follows City of Newark Specifications which does not include excavated and backfill material.

**Question 31:**

Based on the drawing take-off of 15" RCP CL III, I have 216 LF and the proposal quantity is 236 LF. Where is the additional 20 LF located?

**Response to Question 31:**

On Sheet C-3, the quantity has been revised to 216LF. The revised sheet has been included in Addendum #1.

**Question 30:**

Are cross-sections available for this project and how does the contractor obtain them?

**Response to Question 30:**

Cross sections can be made available upon request.

**Question 29:**

It appears the only area showing bid item 26B unit a pavers is on plan sheet 20 on construction drawings and plan sheet 93 on landscape and lighting plans. That area shown is 8' wide x 56' long which is 448 SF of 49.8 SY. Where does the quantity of 63 SY on the pricing proposal come from?

**Response to Question 29:**

Unit Pavers are also specified at the kiosk structure at station 236+68.00.

**Question 28:**

I don't see in the specs where an asphalt posting for the hot mix is listed which is standard DelDOT specs. Please clarify.

**Response to Question 28:**

An asphalt posting for cost adjustment is not included in the project.

**Question 27:**

In your earthwork summary you show stripping 925 CY of excavation yet there is no topsoiling item to return this stripped topsoil. The only topsoil item you have is for off-site topsoil. Please clarify.

**Response to Question 27:**

Item 30, Topsoiling has been added to the contract for 925CY and will follow City of Newark Specifications. The quantity for Item 29, Topsoil (6" Depth) has been revised to account for the stockpiled topsoil that will be covered under Item 30.

**Question 26:**

I don't see any flagger hours listed in the pricing proposal (which with DelDOT is a fixed price item). Will no flaggers be required on this contract?

**Response to Question 26:**

Flagger costs shall be made incidental to Item 51 – Maintenance of Traffic.

**Question 25:**

Can the bid proposal be removed from the spec book to be submitted or must the entire spec book be returned?

**Response to Question 25:**

Please submit the entire specification book.

**Question 24:**

It appears that railroad protective insurance will be required on this contract. I see no item in the pricing proposal for railroad protective. In order for the contractor to obtain a quote for this item he must have the following information: name of the railroad which you have given, number of daily train traffic and whether the traffic is passenger or freight, and the value of the work within the railroad right-of-way.

**Response to Question 24:**

Information on the railroad protective insurance has been provided with Addendum #1.



**Question 23:**

Are there any model numbers of manufacturers for all the Item 50, site furnishings? As long as you indicate a model number and approved equal does not make that a proprietary item.

**Response to Question 23:**

A suggested vendors list has been included with Addendum #1.

**Question 22:**

Ref page a-16 of the specs indicates 2 each trainees are required on this project. There is no bid item in the proposal for the trainees listed at the fixed rate of 0.80 per hour. Please clarify.

**Response to Question 22:**

Information regarding trainees is discussed in the pre-bid meeting transcript by Ms. Carla Elliott and Item 77 – Trainee has been added to the contract. The updated bid form and the special provision has been included with Addendum #1.

**Question 21:**

Trailhead information sign - are the posts fiberglass, and do have a supplier?

**Response to Question 21:**

A suggested vendors list has been included with Addendum #1.

**Question 20:**

Reinforced concrete sign foundations - are the breakaway posts or roll bars?

**Response to Question 20:**

The posts shall be breakaway steel channel posts in accordance with the plans and specifications.

**Question 19:**

Site furnishings - do you have any approved suppliers?

**Response to Question 19:**

A suggested vendors list has been included with Addendum #1.

**Question 18:**

Will reflective tape be required for the handrails for the temporary boardwalk?

**Response to Question 18:**

Reflective tape will not be required for the handrails.

**Question 17:**

What is the railing material for the temporary boardwalk (wood or aluminum)?

**Response to Question 17:**

The railing material for the temporary boardwalk shall be made of wood.

**Question 16:**

Clarify the scaffolding poles- wood or aluminum and dimensions (2 x 2?)

**Response to Question 16:**

The scaffolding poles for the temporary boardwalk shall be 2"x2" and made of wood.

**Question 15:**

For the temporary boardwalk is the width 4' (spec. book) or 5' (plans)?

**Response to Question 15:**

The preferred width of the temporary boardwalk is 5 feet as shown on the plans. 4 feet is a minimum width and shall be permitted to minimize impacts to trees. Engineer shall approve locations in advance.

**Question 14:**

Are steel pedestrian bridges fabricated out of weathering steel (Maintenance Free) considered as an alternative to the 2-40' x 9.5' clear fiberglass bridge. Per my understanding, the bridges shall be design with 54" HSR @ 4" max spacing, H10 vehicular load , 90 PSF ped loading and utilize a 3x PT Wood decking.

**Response to Question 14:**

The style of the referenced bridge is acceptable, however the installation of the bridges must not require any additional clearing or trail development beyond what has been specified on the plans. We are concerned with clearing limits beyond the 8' trail tread and of course ceiling heights. In addition, the specified loadings on the plans for the fiberglass bridge would be different for a steel pedestrian bridge and would need to be coordinated with the Contractor and the pile fabricator in order to properly design the foundations for the bridges. Also, a small crane would be needed to lift the bridges in place. The bridges themselves would have to accommodate any equipment moving on to set the next bridge.

**Question 13:**

Are the plans available via email or disk?

**Response to Question 13:**

The plans are available only as a hard copy.

**Question 12:**

Will it be permissible to use the City of Newark Electric yard on the North side of Cleveland Ave to access the Outfall structure?

**Response to Question 12:**

Access through the electric yard will not be granted for the project. In addition, minimal impacts were anticipated to the existing stream at this location and the proposed impacts are covered under the approved Nationwide Permit. Additional impacts to this resource beyond what is shown on Sheet 85 would need to be coordinated by the Contractor and approved by the Army Corps of Engineers.

**Question 11:**

Item 44B on the bid form calls out “Wooden Split Rail Fence”. Item 44B in the specification refers to “Wood Rail Fence” and based on the description seems to indicate a wooden fence with 0.4 cca lumber, galvanized fasteners and concrete footers. Sheet 45, Detail 2 of the drawings shows a standard split rail fence with poplar wood and no concrete footers. Can you please clarify what is required?

**Response to Question 11:**

The Wooden Split Rail Fence detail as it is shown on the plans is the preferred fence to be installed with the contract. The specification for this item will be revised and include in Addendum #1.

**Question 10:**

Do you require suppliers to become pre-approved prior to bid?

**Response to Question 10:**

No pre-approval is required unless you are offering an option to an “as equal” item.

**Question 9:**

Please send a Qualified Bidders list of the General Contractors expected to bid on this job. Has temporary fencing and/or pedestrian barricades been specified to be in place during this job?

**Response to Question 9:**

See response to Question 8 regarding a list of plan holders. See response to Question 1 for plan availability for review of fencing and/or barricades.

**Question 8:**

I would appreciate a list of plan holders. I will be supplying prices on any precast or cast stone products for the project.

**Response to Question 8:**

A list of plan holders can be found on [www.bids.delaware.gov](http://www.bids.delaware.gov) website, under the project title. A list of attendees for the May 25, 2011 mandatory pre-bid meeting will also be made available.

**Question 7:**

Could you please clarify the extent of the clearing? Landscape Note 2 states that all trees within the LOC must come out unless noted DND. Some trees within the LOC are designated RM/C and others have no markings. Do they all come out unless noted DND? This will be a significant amount of trees and if they don't hinder construction do they need to come out?

**Response to Question 7:**

The contractor shall remove all trees within the LOC unless noted DND. Trees located outside the LOC shall remain unless noted to be removed. In addition, pruning will be necessary on the trees noted DND to comply with the City of Newark Standard Specification for Item 1 – Clearing and Grubbing.

**Question 6:**

Several notes indicate that the concrete footings will be “at any elevation or of any dimension necessary ...” While excavation and concrete are paid by the CY, there is no apparent item to compensate for shoring which may become necessary due to depth. While the exact final depth may not be known is there a maximum depth so that we can plan for shoring?

**Response to Question 6:**

The final depth is anticipated to be the bottom of footing elevation called out on the contract plans.

**Question 5:**

The foundation notes require us to perform the soil borings and design the helical pile system. Since the depths are not known would it be possible to have two pay items: one for the soil borings and one for vertical ft of helical pile?

**Response to Question 5:**

The plans and specifications related to item 64 shall remain as is. For Contractor information only, the designer anticipates the depths of the helical piles to be approximately 25' below existing grade.

**Question 4:**

What happens when we hit rock as there is no rock item in the bid?

**Response to Question 4:**

Excavation (soil or rock) for the canopy and foundations is included in the canopy lump sum. Excavation for the pedestrian bridges and pipe headwall is approximately 2.5' below ground line and rock is not anticipated. Items encountered during construction not addressed in the specifications and plans will be addressed by the City's Engineer.

**Question 3:**

There seems to be a lack of approved vendors, manufacturers, model numbers etc for the site furnishings, kiosk structure, lighting equipment and bridge etc. Could you please supply the list of acceptable items or equals so that we are able to price these items? The pictures provided are not adequate to clearly identify your intent?

**Response to Question 3:**

A suggested vendors list has been included with Addendum #1.

**Question 2:**

Would a standard steel bridge made of self weathering steel be considered if it meets the dimensions shown?

**Response to Question 2:**

The bridge is required to be fiberglass as per the plans and specifications. In addition, see response to Question 14.

**Question 1:**

We are a structural steel fabricator and erector that is interested in the above project #11-04. If possible could you let us know how to access drawings to see if there will be work on the project that we would be interested in bidding.

**Response to Question 1:**

Pennoni will make plans available for Contractor viewing, by appointment. Plans are also available on [www.bids.delaware.gov](http://www.bids.delaware.gov) website, under the project title. Bidders must purchase a full set of documents in order to bid.



AECOM 215 735 0832 tel  
1700 Market Street 215 735 0883 fax  
Suite 1600  
Philadelphia, PA 19103  
www.aecom.com

May 23, 2011

Ms. Carol S. Houck  
Assistant to the City Manager  
City of Newark, Delaware  
220 Elkton Road  
Newark, Delaware 19711

**SUBJECT: Newark, New Castle County, Delaware – Proposed construction of the Pomeroy & Newark Rail Trail under CSXT; Milepost BAK-36.72, Baltimore Division, Philadelphia Subdivision; CSXT OP # DE0013**  
***Fully Executed Construction Agreement Transmission***

Dear Ms. Houck:

This letter will acknowledge the May 16, 2011 AECOM receipt of the two (2) partially executed Construction Agreements from the City of Newark covering the subject project. CSXT has executed both originals and enclosed is one (1) fully executed Construction Agreement dated May 5, 2011 for the City's records.

As per the May 12, 2011 City of Newark correspondence, it is our understanding that an advance deposit in the amount of \$34,188 and the CSXT authorization to proceed with its force account work will be provided by the City shortly.

Please be advised that no construction activities may commence on or adjacent to CSXT right-of-way until the following items have occurred:

- The City has provided the CSXT Notice to Proceed;
- The City has provided the advance deposit in the amount of \$34,188
- The contractor's required construction submissions (Means & Methods) have been reviewed and accepted by CSXT or AECOM;
- Schedule I of the Construction Agreement (last page) is executed by the City selected contractor;
- All insurance requirements (Exhibit F of the Construction Agreement) have been reviewed and approved by CSXT;
- Proper notification has been given to the CSXT Roadmaster, Mr. Dave Lackford;
- A CSXT Flagman has been assigned to this project location.

If there are any questions or concerns regarding the above, please contact me at (215) 789-2158.

Very Sincerely,

Patrick J. DesMarais  
Project Engineer



PROVIDING ENGINEERING SERVICES FOR



Project: Newark, New Castle County, Delaware - Construction of the Pomeroy & Newark Rail Trail under CSXT, DOT# 928 661 K; Milepost BAK-36.72, Baltimore Division, Philadelphia Subdivision CSXT OP# DE0013

### CONSTRUCTION AGREEMENT

This Construction Agreement ("**Agreement**") is made as of May 5, 2011, by and between CSX TRANSPORTATION, INC., a Virginia corporation with its principal place of business in Jacksonville, Florida ("**CSXT**"), and CITY OF NEWARK, DELAWARE, a body corporate and political subdivision of the State of Delaware ("**City**").

### EXPLANATORY STATEMENT

1. City has proposed to construct, or to cause to be constructed, a pedestrian walkway and canopy to convey the Pomeroy & Newark Rail Trail under the CSXT Railroad Bridge (DOT# 928 661 K) at CSXT Milepost BAK-36.72 within its Baltimore Division and Philadelphia Subdivision in the City of Newark, New Castle County, Delaware (the "**Project**").
2. City has obtained, or will obtain, all authorizations, permits and approvals from all local, state and federal agencies (including City), and their respective governing bodies and regulatory agencies, necessary to proceed with the Project and to appropriate all funds necessary to construct the Project.
3. City acknowledges that: (i) by entering into this Agreement, CSXT will provide services and accommodations to promote public interest in this Project, without profit or other economic inducement typical of other City contractors; (ii) neither CSXT nor its affiliates (including their respective directors, officers, employees or agents) will incur any costs, expenses, losses or liabilities in excess of payments made to CSXT, by or on behalf of City or its contractors, pursuant to this Agreement; and (iii) CSXT retains the paramount right to regulate all activities affecting its property and operations.

NOW, THEREFORE, in consideration of the foregoing Explanatory Statement and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the parties agree as follows:

#### 1. Project Plans and Specifications

- 1.1 Preparation and Approval. Pursuant to Exhibit A of this Agreement, all plans, specifications, drawings and other documents necessary or appropriate to the design and construction of the Project shall be prepared, at City's sole cost and expense, by City or CSXT or their respective contractors. Project plans, specifications and drawings prepared by or on behalf of City shall be subject, at CSXT's election, to the review and approval of CSXT. Such plans, specifications and drawings, as prepared or approved by CSXT, are referred to as the "**Plans**", and shall be incorporated and deemed a part of this Agreement. Plans prepared or submitted to and approved by CSXT as of the date of this Agreement are set forth in Exhibit B to this Agreement.
- 1.2 Effect of CSXT Approval or Preparation of Plans. By its review, approval or preparation of Plans pursuant to this Agreement, CSXT signifies only that such Plans and improvements constructed in accordance with such Plans satisfy CSXT's requirements. CSXT expressly disclaims all other representations and warranties in connection with the Plans, including, but

not limited to, the integrity, suitability or fitness for the purposes of City or any other persons of the Plans or improvements constructed in accordance with the Plans.

1.3 Compliance with Plans. The Project shall be constructed in accordance with the Plans.

2. Allocation and Conduct of Work

Work in connection with the Project shall be allocated and conducted as follows:

2.1 CSXT Work. Subject to timely payment of Reimbursable Expenses as provided by Section 4, CSXT shall provide, or cause to be provided, the services as set forth by Exhibit A to this Agreement. City agrees that CSXT shall provide all services that CSXT deems necessary or appropriate (whether or not specified by Exhibit A) to preserve and maintain its property and operations, without impairment or exposure to liability of any kind and in compliance with all applicable federal, state and local regulations and CSXT's contractual obligations, including, but not limited to, CSXT's existing or proposed third party agreements and collective bargaining agreements.

2.2 City Work. City shall perform, or cause to be performed, all work as set forth by Exhibit A, at City's sole cost and expense.

2.3 Conduct of Work. CSXT shall commence its work under this Agreement following: (i) delivery to CSXT of a notice to proceed from City; (ii) payment of Reimbursable Expenses (as provided by Section 4.1) as required by CSXT prior to the commencement of work by CSXT; (iii) issuance of all permits, approvals and authorizations necessary or appropriate for such work; and (iv) delivery of proof of insurance acceptable to CSXT, as required by Section 9. The initiation of any services by CSXT pursuant to this Agreement, including, but not limited to, the issuance of purchase orders or bids for materials or services, shall constitute commencement of work for the purposes of this Section. The parties intend that all work by CSXT or on CSXT property shall conclude no later than **December 31, 2012**, unless the parties mutually agree to extend such date.

3. Special Provisions. City shall observe and abide by, and shall require its contractors ("Contractors") to observe and abide by the terms, conditions and provisions set forth in Exhibit C to this Agreement (the "Special Provisions"). To the extent that City performs Project work itself, City shall be deemed a Contractor for purposes of this Agreement. City further agrees that, prior to the commencement of Project work by any third party Contractor, such Contractor shall execute and deliver to CSXT Schedule I to this Agreement to acknowledge Contractor's agreement to observe and abide by the terms and conditions of this Agreement.

4. Cost of Project and Reimbursement Procedures

4.1 Reimbursable Expenses. City shall reimburse CSXT for all costs and expenses incurred by CSXT in connection with the Project, including, without limitation: (1) all out of pocket expenses, (2) travel and lodging expenses, (3) telephone, facsimile, and mailing expenses, (4) costs for equipment, tools, materials and supplies, (5) sums paid to CSXT's consultants and subcontractors, and (6) CSXT labor in connection with the Project, together with CSXT labor overhead percentages established by CSXT pursuant to applicable law (collectively, "Reimbursable Expenses"). Reimbursable Expenses shall also include expenses incurred by CSXT prior to the date of this Agreement to the extent identified by the Estimate provided pursuant to Section 4.2.



4.2 Estimate. CSXT has estimated the total Reimbursable Expenses for the Project as shown on Exhibit D (the "Estimate", as amended or revised). In the event CSXT anticipates that actual Reimbursable Expenses for the Project may exceed such Estimate, it shall provide City with the revised Estimate of the total Reimbursable Expenses, together with a revised Payment Schedule (as defined by Section 4.3.1), for City's approval and confirmation that sufficient funds have been appropriated to cover the total Reimbursable Expenses of such revised Estimate. CSXT may elect, by delivery of notice to City, to immediately cease all further work on the Project, unless and until City provides such approval and confirmation.

4.3 Payment Terms.

4.3.1 City shall pay CSXT for Reimbursable Expenses as set forth in the Payment Schedule as shown on Exhibit E (the "Payment Schedule", as revised pursuant to Section 4.2).

4.3.2 Following completion of the Project, CSXT shall submit to City a final invoice that reconciles the total Reimbursable Expenses incurred by CSXT against the total payments received from City. City shall pay to CSXT the amount by which Reimbursable Expenses exceed total payments as shown by the final invoice, within thirty (30) days following delivery of such invoice to City. In the event that the payments received by CSXT from City exceed the Reimbursable Expenses, CSXT shall remit such excess to City.

4.3.3 In the event that City fails to pay CSXT any sums due CSXT under this Agreement: (i) City shall pay CSXT interest at the lesser of 1.0% per month or the maximum rate of interest permitted by applicable law on the delinquent amount until paid in full; and (ii) CSXT may elect, by delivery of notice to City: (A) to immediately cease all further work on the Project, unless and until City pays the entire delinquent sum, together with accrued interest; and/or (B) to terminate this Agreement.

4.3.4 All invoices from CSXT shall be delivered to City in accordance with Section 16 of this Agreement. All payments by City to CSXT shall be made by certified check and mailed to the following address or such other address as designated by CSXT's notice to City:

CSX Transportation, Inc.  
P. O. Box 116651  
Atlanta, GA 30368-6651

4.4 Effect of Termination. City's obligation to pay to CSXT Reimbursable Expenses in accordance with Section 4 shall survive termination of this Agreement for any reason.

5. Appropriations City represents to CSXT that: (i) City has appropriated funds sufficient to reimburse CSXT for the Reimbursable Expenses encompassed by the Estimate attached as Exhibit D; (ii) City shall use its best efforts to obtain appropriations necessary to cover Reimbursable Expenses encompassed by subsequent Estimates approved by City; and (iii) City shall promptly notify CSXT in the event that City is unable to obtain such appropriations.

6. Easements and Licenses

6.1 City Obligation. City shall acquire all necessary licenses, permits and easements required for the Project.

- 6.2 Temporary Construction Licenses. Insofar as it has the right to do so, CSXT hereby grants City a nonexclusive license to access and cross CSXT's property, to the extent necessary for the construction of the Project (excluding ingress or egress over public grade crossings), along such routes and upon such terms as may be defined and imposed by CSXT and such temporary construction easements as may be designated on the Plans approved by CSXT.
- 6.3 Permanent Easements. Insofar as it has the right to do so, CSXT shall grant, without warranty to City, easements for the use and maintenance of the Project wholly or partly on CSXT property as shown on the Plans approved by CSXT, if any, on terms and conditions and at a price acceptable to the parties. Upon request by CSXT, City shall furnish to CSXT descriptions and plat plans for the easements.
7. Permits At its sole cost and expense, City shall procure all permits and approvals required by any federal, state, or local governments or governmental agencies for the construction, maintenance and use of the Project, copies of which shall be provided to CSXT.
8. Termination
- 8.1 By City. For any reason, City may, as its sole remedy, terminate this Agreement by delivery of notice to CSXT. City shall not be entitled to otherwise pursue claims for consequential, direct, indirect or incidental damages or lost profits as a consequence of CSXT's default or termination of this Agreement or Work on the Project by either party.
- 8.2 By CSXT. In addition to the other rights and remedies available to CSXT under this Agreement, CSXT may terminate this Agreement by delivery of notice to City in the event City or its Contractors fail to observe the terms or conditions of this Agreement and such failure continues more than ten (10) business days following delivery of notice of such failure by CSXT to City.
- 8.3 Consequences of Termination. If the Agreement is terminated by either party pursuant to this Section or any other provision of this Agreement, the parties understand that it may be impractical for them to immediately stop the Work. Accordingly, they agree that, in such instance a party may continue to perform Work until it has reached a point where it may reasonably and safely suspend the Work. City shall reimburse CSXT pursuant to this Agreement for the Work performed, plus all costs reasonably incurred by CSXT to discontinue the Work and protect the Work upon full suspension of the same, the cost of returning CSXT's property to its former condition, and all other costs of CSXT incurred as a result of the Project up to the time of full suspension of the Work. Termination of this Agreement or Work on the Project, for any reason, shall not diminish or reduce City's obligation to pay CSXT for Reimbursable Expenses incurred in accordance with this Agreement. In the event of the termination of this Agreement or the Work for any reason, CSXT's only remaining obligation to City shall be to refund to City payments made to CSXT in excess of Reimbursable Expenses in accordance with Section 4.
9. Insurance In addition to the insurance that City requires of its Contractor, City shall acquire or require its Contractor to purchase and maintain insurance in compliance with CSXT's insurance requirements attached to this Agreement as Exhibit F. Neither City nor Contractor shall commence work on the Project until such policy or policies have been submitted to and approved by CSXT's Risk Management Department.

## 10. Ownership and Maintenance

- 10.1 By City. City shall own and, without cost to CSXT, maintain, repair, replace and renew, or cause same to be done, in good condition and repair to CSXT's satisfaction, the pedestrian walkway, the canopy over the walkway, the walkway surface, the walkway lighting, the fencing, and the walkway drainage facilities. In the event that City fails to properly maintain such structures and improvements and such failure, in the opinion of CSXT, jeopardizes the safe and efficient operation of its property, CSXT shall be entitled to remedy such failure and recover from City the costs incurred by CSXT in doing so. Upon the cessation of use of the Project by City, City shall remove the pedestrian walkway, surface, canopy, lighting and fencing and restore CSXT's property to its original condition, at City's sole cost and expense, to CSXT's satisfaction.
- 10.2 Alterations. City shall not undertake any alteration, modification or expansion of the Project, without the prior approval of CSXT, which may be withheld for any reason, and the execution of such agreements as CSXT may require.

## 11. Indemnification

- 11.1 Generally. To the maximum extent permitted by applicable law, City and its Contractors shall indemnify, defend, and hold CSXT and its affiliates harmless from and against all claims, demands, payments, suits, actions, judgments, settlements, and damages of every nature, degree, and kind (including direct, indirect, consequential, incidental, and punitive damages), for any injury to or death to any person(s) (including, but not limited to the employees of CSXT, its affiliates, City or its Contractors), for the loss of or damage to any property whatsoever (including but not limited to property owned by or in the care, custody, or control of CSXT, its affiliates, City or its Contractors, and environmental damages and any related remediation brought or recovered against CSXT and its affiliates), arising directly or indirectly from the negligence, recklessness or intentional wrongful misconduct of the Contractors, City, and their respective agents, employees, invitees, contractors, or its contractors' agents, employees or invitees in the performance of work in connection with the Project or activities incidental thereto, or from their presence on or about CSXT's property. The foregoing indemnification obligation shall not be limited to the insurance coverage required by this Agreement, except to the extent required by law or otherwise expressly provided by this Agreement.
- 11.2 Compliance with Laws. City shall comply, and shall require its Contractors to comply, with any federal, state, or local laws, statutes, codes, ordinances, rules, and regulations applicable to its construction and maintenance of the Project. City's Contractors shall indemnify, defend, and hold CSXT and its affiliates harmless with respect to any fines, penalties, liabilities, or other consequences arising from breaches of this Section.
- 11.3 "CSXT Affiliates". For the purpose of this Section 11, CSXT's affiliates include CSX Corporation and all entities, directly or indirectly, owned or controlled by or under common control of CSXT or CSX Corporation and their respective officers, directors, employees and agents.
- 11.4 Notice of Incidents. City and its Contractor shall notify CSXT promptly of any loss, damage, injury or death arising out of or in connection with the Project work.

11.5 Survival. The provisions of this Section 11 shall survive the termination or expiration of this Agreement.

12. Independent Contractor The parties agree that neither City nor its Contractors shall be deemed either agents or independent contractors of CSXT. Except as otherwise provided by this Agreement, CSXT shall exercise no control whatsoever over the employment, discharge, compensation of, or services rendered by City or City's Contractors, or the construction practices, procedures, and professional judgment employed by City or its Contractor to complete the Project. Notwithstanding the foregoing, this Section 12 shall in no way affect the absolute authority of CSXT to prohibit City or its Contractors or anyone from entering CSXT's property, or to require the removal of any person from its property, if it determines, in its sole discretion, that such person is not acting in a safe manner or that actual or potential hazards in, on or about the Project exist.

13. "Entire Agreement" This Agreement embodies the entire understanding of the parties, may not be waived or modified except in a writing signed by authorized representatives of both parties, and supersedes all prior or contemporaneous written or oral understandings, agreements or negotiations regarding its subject matter. In the event of any inconsistency between this Agreement and the Exhibits, the more specific terms of the Exhibits shall be deemed controlling.

14. Waiver If either party fails to enforce its respective rights under this Agreement, or fails to insist upon the performance of the other party's obligations hereunder, such failure shall not be construed as a permanent waiver of any rights or obligations in this Agreement.

15. Assignment CSXT may assign this Agreement and all rights and obligations herein to a successor in interest, parent company, affiliate, or future affiliate. Upon assignment of this Agreement by CSXT and the assumption of CSXT's assignee of CSXT's obligations under this Agreement, CSXT shall have no further obligation under this Agreement. City shall not assign its rights or obligations under this Agreement without CSXT's prior consent, which consent may be withheld for any reason.

16. Notices All notices, consents and approvals required or permitted by this Agreement shall be in writing and shall be deemed delivered upon personal delivery, upon the expiration of three (3) days following mailing by first class U.S. mail, or upon the next business day following mailing by a nationally recognized overnight carrier, to the parties at the addresses set forth below, or such other addresses as either party may designate by delivery of prior notice to the other party:

If to CSXT: CSX Transportation, Inc.  
500 Water Street, J-301  
Jacksonville, Florida 32202  
Attention: Project Manager – Public Projects  
Carl A. Roe, Jr., P.E.

If to City: City of Newark, Delaware  
220 Elkton Road  
Newark, Delaware 19711  
Attention: Assistant to the City Manager  
Carol Houck

17. Severability The parties agree that if any part, term or provision of this Agreement is held to be illegal, unenforceable or in conflict with any applicable federal, state, or local law or regulation, such part, term or provision shall be severable, with the remainder of the Agreement remaining valid and enforceable.

18. Applicable Law This Agreement shall be governed by the laws of the State of Delaware, exclusive of its choice of law rules. The parties further agree that the venue of all legal and equitable proceedings related to disputes under this Agreement shall be situated in New Castle County, Delaware, and the parties agree to submit to the personal jurisdiction of any State or Federal court situated in New Castle County, Delaware.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in duplicate, each by its duly authorized officers, as of the date of this Agreement.

CITY OF NEWARK, DELAWARE

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

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

*Carol S. Horvath*  
*Carol S. Horvath*  
*Assistant to the City Manager*

CSX TRANSPORTATION, INC.

By: \_\_\_\_\_

Print Name: Dale W. Ophardt

Title: Assistant Vice President - Engineering

**EXHIBIT A**  
**ALLOCATION OF WORK**

Subject to Section 2.1, work to be performed in connection with the Project is allocated as follows:

- A. City shall let by contract to its Contractors:
  - 1. Construction of the pedestrian walkway under CSXT, including the Pomeroy & Newark Rail Trail canopy over the pedestrian walkway, the walkway lighting, fencing and drainage facilities.
  - 2. Clearing and grading.
  
- B. CSXT shall perform or cause to be performed:
  - 1. Flagging services.
  - 2. Construction Monitoring/Inspection services.

## EXHIBIT B

### PLANS AND SPECIFICATIONS

#### Plans, Specifications and Drawings:

As of the date of this Agreement, the following plans, specifications and drawings have been submitted by City to CSXT for its review and approval:

The State of Delaware Department of Transportation, Pomcroy and Newark Rail Trail, Contract Number 22-015-01, prepared by Pennoni Associates Inc., Sheet Nos. 20, 51, 90, 53A & 103 of 109, last revised April 22, 2010.

Pomcroy and Newark Rail Trail – Canopy Details, Contract 22015-01, Sheet No. 53 of 109 prepared and transmitted by Pennoni Associates Inc. under March 19, 2010 Pennoni Associates Inc. letter.

**NOTE:** In the event subsequent plan submissions are made by City to CSXT for review and approval, once approved, said plans shall be considered to be incorporated into this Exhibit B as of the date of CSXT's written approval.

## EXHIBIT C

### CSXT SPECIAL PROVISIONS

#### DEFINITIONS:

As used in these Special Provisions, all capitalized terms shall have the meanings ascribed to them by the Agreement, and the following terms shall have the meanings ascribed to them below:

"CSXT" shall mean CSX Transportation, Inc., its successors and assigns.

"CSXT Representative" shall mean the authorized representative of CSX Transportation, Inc.

"Agreement" shall mean the Agreement to which this Exhibit C is made a part thereof and as may be amended from time to time.

"City" shall mean the **City of Newark, Delaware**.

"City Representative" shall mean the authorized representative of **City of Newark, Delaware**.

"Contractor" shall have the meaning ascribed to such term by the Agreement.

"Work" shall mean the Project as described in the Agreement.

#### I. AUTHORITY OF CSXT ENGINEER

The CSXT Representative shall have final authority in all matters affecting the safe maintenance of CSXT operations and CSXT property, and his or her approval shall be obtained by the City or its Contractor for methods of construction to avoid interference with CSXT operations and CSXT property and all other matters contemplated by the Agreement and these Special Provisions.

#### II. INTERFERENCE WITH CSXT OPERATIONS

- A. City or its Contractor shall arrange and conduct its work so that there will be no interference with CSXT operations, including train, signal, telephone and telegraphic services, or damage to CSXT's property, or to poles, wires, and other facilities of tenants on CSXT's Property or right-of-way. City or its Contractor shall store materials so as to prevent trespassers from causing damage to trains, or CSXT Property. Whenever Work is likely to affect the operations or safety of trains, the method of doing such Work shall first be submitted to the CSXT Representative for approval, but such approval shall not relieve City or its Contractor from liability in connection with such Work.
- B. If conditions arising from or in connection with the Project require that immediate and unusual provisions be made to protect train operation or CSXT's property, City or its Contractor shall make such provision. If the CSXT Representative determines that such provision is insufficient, CSXT may, at the expense of City or its Contractor, require or provide such provision as may be deemed necessary, or cause the Work to cease immediately.

#### III. NOTICE OF STARTING WORK. City or its Contractor shall not commence any work on



CSXT Property or right-of-way until it has complied with the following conditions:

- A. Notify CSXT in writing of the date that it intends to commence Work on the Project. Such notice must be received by CSXT at least ten business days in advance of the date City or its Contractor proposes to begin Work on CSXT property. The notice must refer to this Agreement by date. If flagging service is required, such notice shall be submitted at least thirty (30) business days in advance of the date scheduled to commence the Work.
- B. Obtain authorization from the CSXT Representative to begin Work on CSXT property, such authorization to include an outline of specific conditions with which it must comply.
- C. Obtain from CSXT the names, addresses and telephone numbers of CSXT's personnel who must receive notice under provisions in the Agreement. Where more than one individual is designated, the area of responsibility of each shall be specified.

#### IV. WORK FOR THE BENEFIT OF THE CONTRACTOR

- A. No temporary or permanent changes to wire lines or other facilities (other than third party fiber optic cable transmission systems) on CSXT property that are considered necessary to the Work are anticipated or shown on the Plans. If any such changes are, or become, necessary in the opinion of CSXT or City, such changes will be covered by appropriate revisions to the Plans and by preparation of a force account estimate. Such force account estimate may be initiated by either CSXT or City, but must be approved by both CSXT and City. City or Contractor shall be responsible for arranging for the relocation of the third party fiber optic cable transmission systems, at no cost or expense to CSXT.
- B. Should City or Contractor desire any changes in addition to the above, then it shall make separate arrangements with CSXT for such changes to be accomplished at the City or Contractor's expense.

#### V. HAUL ACROSS RAILROAD

- A. If City or Contractor desires access across CSXT property or tracks at other than an existing and open public road crossing in or incident to construction of the Project, the City or Contractor must first obtain the permission of CSXT and shall execute a license agreement or right of entry satisfactory to CSXT, wherein City or Contractor agrees to bear all costs and liabilities related to such access.
- B. City and Contractor shall not cross CSXT's property and tracks with vehicles or equipment of any kind or character, except at such crossing or crossings as may be permitted pursuant to this section.

#### VI. COOPERATION AND DELAYS

- A. City or Contractor shall arrange a schedule with CSXT for accomplishing stage construction involving work by CSXT. In arranging its schedule, City or Contractor shall ascertain, from CSXT, the lead time required for assembling crews and materials and shall make due allowance therefor.
- B. City or Contractor may not charge any costs or submit any claims against CSXT for hindrance or delay caused by railroad traffic; work done by CSXT or other delay incident

to or necessary for safe maintenance of railroad traffic; or for any delays due to compliance with these Special Provisions.

- C. City and Contractor shall cooperate with others participating in the construction of the Project to the end that all work may be carried on to the best advantage.
- D. City and Contractor understand and agree that CSXT does not assume any responsibility for work performed by others in connection with the Project. City and Contractor further understand and agree that they shall have no claim whatsoever against CSXT for any inconvenience, delay or additional cost incurred by City or Contractor on account of operations by others.

#### VII. STORAGE OF MATERIALS AND EQUIPMENT

City and Contractor shall not store their materials or equipment on CSXT's property or where they may potentially interfere with CSXT's operations, unless City or Contractor has received CSXT Representative's prior written permission. City and Contractor understand and agree that CSXT will not be liable for any damage to such materials and equipment from any cause and that CSXT may move, or require City or Contractor to move, such material and equipment at City's or Contractor's sole expense. To minimize the possibility of damage to the railroad tracks resulting from the unauthorized use of equipment, all grading or other construction equipment that is left parked near the tracks unattended by watchmen shall be immobilized to the extent feasible so that it cannot be moved by unauthorized persons.

#### VIII. CONSTRUCTION PROCEDURES

##### A. General

- 1. Construction work on CSXT property shall be subject to CSXT's inspection and approval.
- 2. Construction work on CSXT property shall be in accord with CSXT's written outline of specific conditions and with these Special Provisions.
- 3. Contractor shall observe the terms and rules of the CSXT Safe Way manual, which City and Contractor shall be required to obtain from CSXT, and in accord with any other instructions furnished by CSXT or CSXT's Representative.

##### B. Blasting

- 1. City or Contractor shall obtain CSXT Representative's and City Representative's prior written approval for use of explosives on or adjacent to CSXT property. If permission for use of explosives is granted, City or Contractor must comply with the following:
  - a. Blasting shall be done with light charges under the direct supervision of a responsible officer or employee of City or Contractor.
  - b. Electric detonating fuses shall not be used because of the possibility of premature explosions resulting from operation of two-way train radios.
  - c. No blasting shall be done without the presence of an authorized representative of CSXT. At least 30 days' advance notice to CSXT

Representative is required to arrange for the presence of an authorized CSXT representative and any flagging that CSXT may require.

- d. City or Contractor must have at the Project site adequate equipment, labor and materials, and allow sufficient time, to (i) clean up (at City's expense) debris resulting from the blasting without any delay to trains; and (ii) correct (at City's expense) any track misalignment or other damage to CSXT's property resulting from the blasting, as directed by CSXT Representative, without delay to trains. If City's or Contractor's actions result in delay of any trains, including Amtrak passenger trains, City shall bear the entire cost thereof.
  - e. City and Contractor shall not store explosives on CSXT property.
2. CSXT Representative will:
- a. Determine the approximate location of trains and advise City or Contractor of the approximate amount of time available for the blasting operation and clean-up.
  - b. Have the authority to order discontinuance of blasting if, in his or her opinion, blasting is too hazardous or is not in accord with these Special Provisions.

#### IX. MAINTENANCE OF DITCHES ADJACENT TO CSXT TRACKS

City or Contractor shall maintain all ditches and drainage structures free of silt or other obstructions that may result from their operations. City or Contractor shall provide erosion control measures during construction and use methods that accord with applicable state standard specifications for road and bridge construction, including either (1) silt fence; (2) hay or straw barrier; (3) berm or temporary ditches; (4) sediment basin; (5) aggregate checks; and (6) channel lining. All such maintenance and repair of damages due to City's or Contractor's operations shall be performed at City's expense.

#### X. FLAGGING / INSPECTION SERVICE

- A. CSXT has sole authority to determine the need for flagging required to protect its operations and property. In general, flagging protection will be required whenever City or Contractor or their equipment are, or are likely to be, working within fifty (50) feet of live track or other track clearances specified by CSXT, or over tracks.
- B. City shall reimburse CSXT directly for all costs of flagging that is required on account of construction within CSXT property shown in the Plans, or that is covered by an approved plan revision, supplemental agreement or change order.
- C. City or Contractor shall give a minimum of 30 days' advance notice to CSXT Representative for anticipated need for flagging service. No work shall be undertaken until the flag person(s) is/are at the job site. If it is necessary for CSXT to advertise a flagging job for bid, it may take up to 90-days to obtain this service, and CSXT shall not be liable for the cost of delays attributable to obtaining such service.

- D. CSXT shall have the right to assign an individual to the site of the Project to perform inspection service whenever, in the opinion of CSXT Representative, such inspection may be necessary. City shall reimburse CSXT for the costs incurred by CSXT for such inspection service. Inspection service shall not relieve City or Contractor from liability for its Work.
- E. CSXT shall render invoices for, and City shall pay for, the actual pay rate of the flagpersons and inspectors used, plus standard additives, whether that amount is above or below the rate provided in the Estimate. If the rate of pay that is to be used for inspector or flagging service is changed before the work is started or during the progress of the work, whether by law or agreement between CSXT and its employees, or if the tax rates on labor are changed, bills will be rendered by CSXT and paid by City using the new rates. City and Contractor shall perform their operations that require flagging protection or inspection service in such a manner and sequence that the cost of such will be as economical as possible.

XI. UTILITY FACILITIES ON CSXT PROPERTY

City shall arrange, upon approval from CSXT, to have any utility facilities on or over CSXT Property changed as may be necessary to provide clearances for the proposed trackage.

XII. CLEAN-UP

City or Contractor, upon completion of the Project, shall remove from CSXT's Property any temporary grade crossings, any temporary erosion control measures used to control drainage, all machinery, equipment, surplus materials, falsework, rubbish, or temporary buildings belonging to City or Contractor. City or Contractor, upon completion of the Project, shall leave CSXT Property in neat condition, satisfactory to CSXT Representative.

XIII. FAILURE TO COMPLY

If City or Contractor violate or fail to comply with any of the requirements of these Special Provisions, (a) CSXT may require City and/or Contractor to vacate CSXT Property; and (b) CSXT may withhold monies due City and/or Contractor; (c) CSXT may require City to withhold monies due Contractor; and (d) CSXT may cure such failure and the City shall reimburse CSXT for the cost of curing such failure.

**EXHIBIT D**  
**INITIAL ESTIMATE**  
**ATTACHED**

**CSX TRANSPORTATION, INC.  
FORCE ACCOUNT ESTIMATE**

ACCT. CODE : 709 - DE0013

<b>ESTIMATE SUBJECT TO REVISION AFTER:</b> 11/1/2011	<b>DOT NO.:</b> 928 661 K
CITY: Newark	<b>COUNTY:</b> New Castle
<b>STATE:</b> DE	
<b>DESCRIPTION:</b> Proposed construction of the Pomeroy & Newark Rail Trail under CSXT	
<b>DIVISION:</b> Baltimore	<b>SUB-DIV:</b> Philadelphia
<b>MILE POST:</b> BAK-36.72	
<b>AGENCY PROJECT NUMBER:</b> _____	

**PRELIMINARY ENGINEERING:**

200 Labor (Non Contract)	\$	-
200 Additive 31.34%	\$	-
230 Expenses	\$	-
212 Contracted & Administrative Engineering Services	\$	-
<b>Subtotal</b>	\$	-

**CONSTRUCTION ENGINEERING/INSPECTION:**

200 Labor (Non Contract)	\$	1,350
200 Additive 31.34%	\$	423
230 Expenses	\$	235
212 Contracted & Administrative Engineering Services	\$	9,500
<b>Subtotal</b>	\$	11,508

**FLAGGING SERVICE: (Contract Labor)**

070 Labor (Conductor-Flagman)	\$	-
050 Labor (Foreman/Inspector)	\$	6,720
070 Additive 131.93% (Transportation Department)	\$	-
050 Additive 153.46% (Engineering Department)	\$	10,313
230 Per Diem (Engineering Department)	\$	1,500
230 Expenses	\$	-
<b>Subtotal</b>	\$	18,533

**SIGNAL & COMMUNICATIONS WORK:**

\$ -

**TRACK WORK:**

\$ -

**ACCOUNTING & BILLING:**

040 Labor	\$	400
040 Additive 159.92%	\$	640
<b>Subtotal</b>	\$	1,040

**PROJECT SUBTOTAL**

\$ 31,080

900 <b><u>CONTINGENCIES:</u></b> 10.00%	\$	3,108
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<b>GRAND TOTAL</b> *****	\$	34,188
--------------------------	----	--------

This estimate has been prepared based on site conditions, anticipated work duration periods, material prices, labor rates, manpower and resource availability, and other factors known as of the date prepared. The actual cost for CSXT work may differ based upon the agency's requirements, their contractor's work procedures, and/or other conditions that become apparent once construction commences or during the progress of the work

Office of Assistant Chief Engineer Public Projects--Jacksonville, Florida

Estimated prepared by: AECOM  
DATE: 12/1/2009 REVISED: 5/5/2011

Form Revised 03-02-2010-LLS

ACCT. CODE : 709 - DE0013  
Pub EB - DE EB3 (DE)

ESTIMATE SUBJECT TO REVISION AFTER: 11/1/11 DOT NO.: 928 661 K  
CITY: Newark COUNTY: New Castle STATE: DE  
DESCRIPTION: Proposed construction of the Pomeroy & Newark Rail Trail under CSXT  
DIVISION: Baltimore SUB-DIV: Philadelphia MILEPOST: BAK-36.72  
DRAWING NO.: \_\_\_\_\_ DRAWING DATE: \_\_\_\_\_  
AGENCY PROJECT NUMBER: \_\_\_\_\_

Amount		
Task	Task Desc	Total
40	Labor General Office	\$1,040
50	Labor Roadway	\$17,033
60	Labor Signal	
65	Labor Signal1	
70	Labor Transportation	
200	Labor NonContract	\$1,773
210	Invoice Material	
	Material - Field & Const	
211	Invoice Freight	
212	Invoice Contract Eng	\$9,500
215	Invoice Misc	
216	Invoice Utilities	
220	Material New	
	Material - Shop	
228	Scrap Credit	
230	ExpenseRpts	\$1,735
241	Invoice Rental	
900	Other	
900	Contingencies	\$3,108
	Material New	
Grand Total		\$34,188

**EXHIBIT E**

**PAYMENT SCHEDULE**

Upon execution and delivery of the fully executed Construction Agreement, City will deposit with CSXT a sum equal to the Reimbursable Expenses, as shown by the Estimate. If CSXT anticipates that it may incur Reimbursable Expenses in excess of the deposited amount, CSXT will request an additional deposit equal to the then remaining Reimbursable Expenses which CSXT estimates that it will incur. CSXT shall request such additional deposit by delivery of invoices to City. City shall make such additional deposit within 30 days following delivery of such invoice to City.



## EXHIBIT F

### INSURANCE REQUIREMENTS

#### I. Insurance Policies:

City and Contractor, if and to the extent that either is performing work on or about CSXT's property, shall procure and maintain the following insurance policies:

1. Commercial General Liability coverage at their sole cost and expense with limits of not less than \$5,000,000 in combined single limits for bodily injury and/or property damage per occurrence, and such policies shall name CSXT as an additional insured.
2. Statutory Worker's Compensation and Employers Liability Insurance with limits of not less than \$1,000,000, which insurance must contain a waiver of subrogation against CSXT and its affiliates [if permitted by state law].
3. Commercial automobile liability insurance with limits of not less than \$1,000,000 combined single limit for bodily injury and/or property damage per occurrence, and such policies shall name CSXT as an additional insured.
4. Railroad protective liability insurance with limits of not less than \$5,000,000 combined single limit for bodily injury and/or property damage per occurrence and an aggregate annual limit of \$10,000,000, which insurance shall satisfy the following additional requirements:
  - a. The Railroad Protective Insurance Policy must be on the ISO/RIMA Form of Railroad Protective Insurance - Insurance Services Office (ISO) Form CG 00 35.
  - b. CSX Transportation must be the named insured on the Railroad Protective Insurance Policy.
  - c. Name and Address of Contractor and City must be shown on the Declarations page.
  - d. Description of operations must appear on the Declarations page and must match the Project description, including project or contract identification numbers.
  - e. Authorized endorsements must include the Pollution Exclusion Amendment - CG 28 31, unless using form CG 00 35 version 96 and later.
  - f. Authorized endorsements may include:
    - (i). Broad Form Nuclear Exclusion - IL 00 21
    - (ii) 30-day Advance Notice of Non-renewal or cancellation
    - (iii) Required State Cancellation Endorsement
    - (iv) Quick Reference or Index - CL/IL 240
  - g. Authorized endorsements may not include:
    - (i) A Pollution Exclusion Endorsement except CG 28 31
    - (ii) A Punitive or Exemplary Damages Exclusion
    - (iii) A "Common Policy Conditions" Endorsement

- (iv) Any endorsement that is not named in Section 4 (e) or (f) above.
- (v) Policies that contain any type of deductible

5. All insurance companies must be A. M. Best rated A- and Class VII or better.

6. Such additional or different insurance as CSXT may require.

II. Additional Terms

- 1. Contractor must submit the original Railroad Protective Liability policy, Certificates of Insurance and all notices and correspondence regarding the insurance policies to:

Jonathan MacArthur  
Insurance Department  
CSX Corporation  
500 Water Street - C907  
Jacksonville, FL 32202  
904.359.3394 (Phone)  
904.306.5325 (Fax)  
Jonathan\_MacArthur@csx.com

- 2. Neither City nor Contractor may begin work on the Project until it has received CSXT's written approval of the required insurance.

Project: Newark, New Castle County, Delaware - Construction of the Pomeroy & Newark Rail Trail  
under CSXT, DOT# 928 661 K; Milepost BAK-36.72, Baltimore Division, Philadelphia Subdivision  
CSXT OP# DE0013

**SCHEDULE I**

**CONTRACTOR'S ACCEPTANCE**

To and for the benefit of CSX Transportation, Inc. ("CSXT") and to induce CSXT to permit Contractor on or about CSXT's property for the purposes of performing work in accordance with the Agreement dated May 5, 2011, between CITY OF NEWARK, DELAWARE and CSXT, Contractor hereby agrees to abide by and perform all applicable terms of the Agreement, including, but not limited to Exhibits C and F to the Agreement, and Sections 3, 9 and 11 of the Agreement.

Contractor: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

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

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

City of Newark Contract No. 11-04  
 State Contract No. 22-015-01  
 Pomeroy and Newark Rail Trail  
 Suggested Vendors List

Product Description	Vendor #1 Information	Vendor #2 Information	Vendor #3 Information
Collapsible Bollard w/ Steel Inserts	Blue Ember Technologies Inc.	The Parking Sentry & Security Bollard Co.	Approved Equal
	(410) 552-9888	877-468-1950	
	MC-SP-SS1-U		
Wooden Split Rail Fence	Master Halco	American Timber and Steel	Approved Equal
	(800) 229-5615	800-551-9663	
	West Virginia Split Rail Fence System		
Loop Bike Rack	Gametime	Madrax	Landscape Brands
	(800) 235-2440	(800) 448-7931	800-231-1327
	#7703		or Approved Equal
Bench	Dumor, Inc.	Landscape Brands	Approved Equal
	(717) 436-2106	800-231-1327	
	#143-40		
Litter Receptacle	Summit Supply	Landscape Brands	Approved Equal
		800-231-1327	
	TR-32		
Chain Link Fence	Master Halco	Ameristar	Approved Equal
	(800) 229-5615	(800) 321-8724	
	Permafused II	Permacoat Chain Link Fence	
Chain Link Gate	Master Halco	Ameristar	Approved Equal
	(800) 229-5615	(800) 321-8724	
	Double Swing Gate Fence	Permacoat Chain Link Gate	
Sign for Chain Link Fence	Safe Guard Signs	Baldwin Design Works Ltd.	Approved Equal
	(800) 448-2724	404-518-7688	
	Sign Guardian		
Kiosk Shelter	Icon Shelter Systems	Poligon Park Architecture	Cedar Forest Products Co.
	(800) 748-0945	616-399-1963	800-552-9495
			or Approved Equal
Trail Marker Posts	Icon Shelter Systems	Murphy Steel	Baldwin Design Works Ltd.
	(800) 748-0945	302-366-8676	404-518-7688
			or Approved Equal
Trailhead Information Signs	Pannier Graphics	Folia Industries Inc.	Approved Equal
	(800) 544-8428	888-264-6122	
	Double Pedestal		

SUBMITTALS: Submit layout shop drawings of chain link fence including all fence components. Submit samples of each typical fence component.

ITEM 44B – WOODEN SPLIT RAIL FENCE

Description:

This work consists of furnishing all materials, and erecting a pressure treated wooden split rail fence in accordance with the notes and details on the Plans, these specifications and as directed by the Engineer.

Materials:

The timber, including posts, ~~backers~~ and ~~vertical boards~~ rails, shall be ~~Southern Yellow Pine~~ Poplar, Number 2 grade or better and shall be pressure treated with chromated copper arsenate, with 0.4 pounds retained per cubic foot, in conformance with Section 601.

~~The hardware, including nails, bolts and fasteners, shall be hot dipped galvanized and shall conform to Section 601. Concrete for footings shall meet the requirements of Section 812, Class B.~~

Construction Methods:

Installation methods shall conform to applicable portions of Section 727 of the Standard Specifications and as noted on the Plans. Prior to fence installation, all required clearing and grubbing, and tree trimming shall be completed. Clearing and grubbing, tree and stump removal and tree trimming will all be paid for under Item 1, Clearing and Grubbing.

The fence shall be installed true to line, as indicated, and grade and the top elevation shall be uniform. ~~The vertical boards shall be placed on the roadway side of posts and backers and shall be a nominal 30 (75 mm) above the ground line unless shown otherwise in the Plans. The posts shall be set in soil with no concrete footings and shall be embedded 1'-8" below proposed grade. If any grading is required to meet the 30 (75 mm) above the ground criteria as stated above or details shown in the Plans, the cost for such work shall be considered as part of these items. The vertical boards of the fence shall be installed prior to cutting or shaping the top as shown in the Plans.~~

Method of Measurement:

The quantity of wooden split rail fence will be measured as the actual number of linear feet along the fence, excluding gates, constructed and accepted.

Basis of Payment:

The quantity of wooden split rail fence will be paid for at the Contract unit price per linear foot. Price and payment will constitute full compensation for the furnishing of all materials, labor, tools, equipment, hauling, ~~concrete footings, fasteners,~~ excavation and backfilling ~~for footings~~, grading if required and incidentals necessary to complete the work.

ITEM 45 – CHAIN LINK GATE

Description:

This work consists of furnishing all materials and installing chain link access gates identified on the construction plans.

ITEM 77 – TRAINEE

Description:

The item shall consist of providing training in the construction crafts in accordance with the requirements stated in the General Notices of this proposal under the Standard Federal Equal Employment Opportunity Construction Contract Specifications (Executive Order 11246).

Basis of Payment:

The payment for the item shall be made at a fixed rate of \$0.80 per hour toward the hourly rate of the trainee.

**BID PROPOSAL FOR CITY OF NEWARK CONTRACT NO. 11-04**

POMEROY AND NEWARK RAIL TRAIL

A. BASE BID

ITEM NO.	APPROX. QTY.	UNIT	ITEM DESCRIPTION	UNIT PRICE	TOTAL AMOUNT
11 *	1	L.S.	Portland Cement Concrete Masonry (C)		
11A	674	S.F.	Form Liners		
13	6,760	L.B.	Bar Reinforcement		
17	236	L.F.	Reinforced Concrete Pipe - 15"		
19	107	L.F.	Perforated Polyvinyl Choride (PVC) Pipe, 6"		
21C	3	EACH	Reinforced Concrete Flared End Sections, 15"		
21D	21	L.F.	Perforated PVC Pipe Underdrains, 6"		
21E	380	L.F.	Perforated PVC Pipe Underdrains, 4"		
21F	25	L.F.	PVC Pipe, 6"		
25C	676	L.F.	PCC Curb, Type 1		
26	2400	S.F.	Portland Cement Concrete Sidewalk, 4"		
26B	63	S.Y.	Unit paver, Type A		
26C	580	S.F.	PCC Curb Ramp, Type 1		
26E	140	S.F.	PCC Curb Ramp, Type 4		
26F	370	S.F.	Sidewalk Surface Detectable Warning System		
27A	2	EACH	Adjusting and Repairing Existing Catch Basins		
27D	725	L.F.	Cleaning Drainage Pipe, 15" to 24"		
27E	8	EACH	Drainage Inlet, 34"x24"		
27F	1	EACH	12" Square Catch Basin		
27H	2	EACH	Convert Existing Drainage Inlet to Junction Box		
28A	6	EACH	Adjusting and Repairing Existing Manholes		
29	<del>26,810</del> 21,260	S.Y.	Topsoil (6" Depth)		
30	5,550	S.Y.	Topsoiling		

**BID PROPOSAL FOR CITY OF NEWARK CONTRACT NO. 11-04**

**POMEROY AND NEWARK RAIL TRAIL**

A. BASE BID

ITEM NO.	APPROX. QTY.	UNIT	ITEM DESCRIPTION	UNIT PRICE	TOTAL AMOUNT
31	23,255	S.Y.	Seeding (Standard Roadside Seeding Mix)		
31A	1,915	S.Y.	Filter Strip Seeding		
31B	2,280	S.Y.	Biofiltration Swale Seeding		
31C	5,565	S.Y.	Native Steep Slope Seeding		
32	14,300	S.Y.	Mulching, Straw		
37B	30	C.Y.	Riprap, R-3		
37C	72	C.Y.	RipRap, R-4		
37D	95	C.Y.	RipRap, R-5		
37E	10	C.Y.	RipRap, R-6		
37F	90	C.Y.	RipRap, R-7		
37G	271	S.Y.	Geotextile for RipRap		
39A	1,250	TON	Superpave Hot-Mix Type C, 115 Gyration, PG 64-22		
39B	144	TON	Superpave Hot-Mix Type B, 115 Gyration, PG 64-22		
39C	256	TON	Superpave Bituminous Concrete Base Course, 115 Gyration, PG 64-22		
39D	861	L.F.	Saw Cutting		
44A	1,517	L.F.	Chain Link Fence - 6'-0" High		
44B	1,653	L.F.	Wooden Split Rail Fence		
45	1	EACH	Chain Link Gate		
46	515	S.Y.	Pavement Milling		
47A	400	L.F.	PVC Conduit Under Existing Pavement, 2"		
47B	6,200	L.F.	PVC Conduit Under New Pavement or in Sodded Trench, 2"		
47C	13	EACH	Conduit Junction Well 12"x12"x12"		
47D	65	EACH	Conduit Junction Well 12"x18"x12"		

CANNOT BE  
USED FOR  
BIDDING



**BID PROPOSAL FOR CITY OF NEWARK CONTRACT NO. 11-04**

POMEROY AND NEWARK RAIL TRAIL

A. BASE BID

ITEM NO.	APPROX. QTY.	UNIT	ITEM DESCRIPTION	UNIT PRICE	TOTAL AMOUNT
47E	6,600	L.F.	Pull Wire		
48A *	1	L.S.	Basic Electrical Material and Methods		
48B *	1	L.S.	Exterior Lighting		
48C *	1	L.S.	Communications Circuits		
49	30,420	S.Y.	Geotextile, Stabilization		
50 *	1	L.S.	Site Furnishings		
51	1	L.S.	Maintenance of Traffic		
52A	410	L.F.	Permanent Pavement Striping, Epoxy Resin Paint, 4"		
52B	1,615	S.F.	Permanent Pavement Striping, Symbol/Legend, Alkyd-Thermoplastic		
52C	396	L.F.	Retroreflective Preformed Patterned Markings, 4"		
53	1	L.S.	Initial Expense		
54	1	L.S.	Construction Engineering		
55A	2	EACH	Relocate Existing Signs		
56	61	EACH	Reinforced Concrete Sign Foundations		
57 *	1	L.S.	Planting (C)		
57A	5,562	S.Y.	Invasive Species Control		
58	721	L.F.	Pipe Video Inspection		
62	14	EA/MO	Field Office, Type II		
63	2	EACH	Fiberglass Pedestrian Bridges		
64	8	EACH	Helical Piles		
67 *	1	L.S.	Steel Canopy and Foundations (C)		
70	10	C.Y.	Channel Bed Fill		
71	185	L.F.	Temporary Fence and Boardwalk		

**BID PROPOSAL FOR CITY OF NEWARK CONTRACT NO. 11-04**

POMEROY AND NEWARK RAIL TRAIL

A. BASE BID

ITEM NO.	APPROX. QTY.	UNIT	ITEM DESCRIPTION	UNIT PRICE	TOTAL AMOUNT
72	88	EACH	Installation or Removal of Traffic Sign on Single Post		
73	178	L.F.	Construction Safety Fence		
74	76	EACH	Warning Signs		
75	1	L.S.	Project Control System Development Plan		
76	1	L.S.	CPM Schedule Updates and/or Revised Updates		
77		HOUR	Trainee	\$0.80	

CANNOT BE USED FOR

**TOTAL AMOUNT OF BASE BID \*\*** \_\_\_\_\_

\* CONTRACTOR SHALL FILL OUT BREAKOUT SHEETS IN ENTIRETY AND COSTS ASSOCIATED WITH SHEETS C-7 TO C-12 SHALL BE INCLUDED IN THE BASE BID.

\*\* BASIS FOR 5% BID BOND

If an award of contract is made, it will be made to the lowest responsible bidder, based on the base bid.

USED FOR

B. DELDOT CONTRACTOR WORK

ITEM NO.	APPROX. QTY.	UNIT	ITEM DESCRIPTION	UNIT PRICE	TOTAL AMOUNT
68	1	PDA	Traffic Signal Improvements (Cleveland Avenue & South Chapel Street) and Roadway Signage ***	\$ 28,665.67	\$ 28,665.67

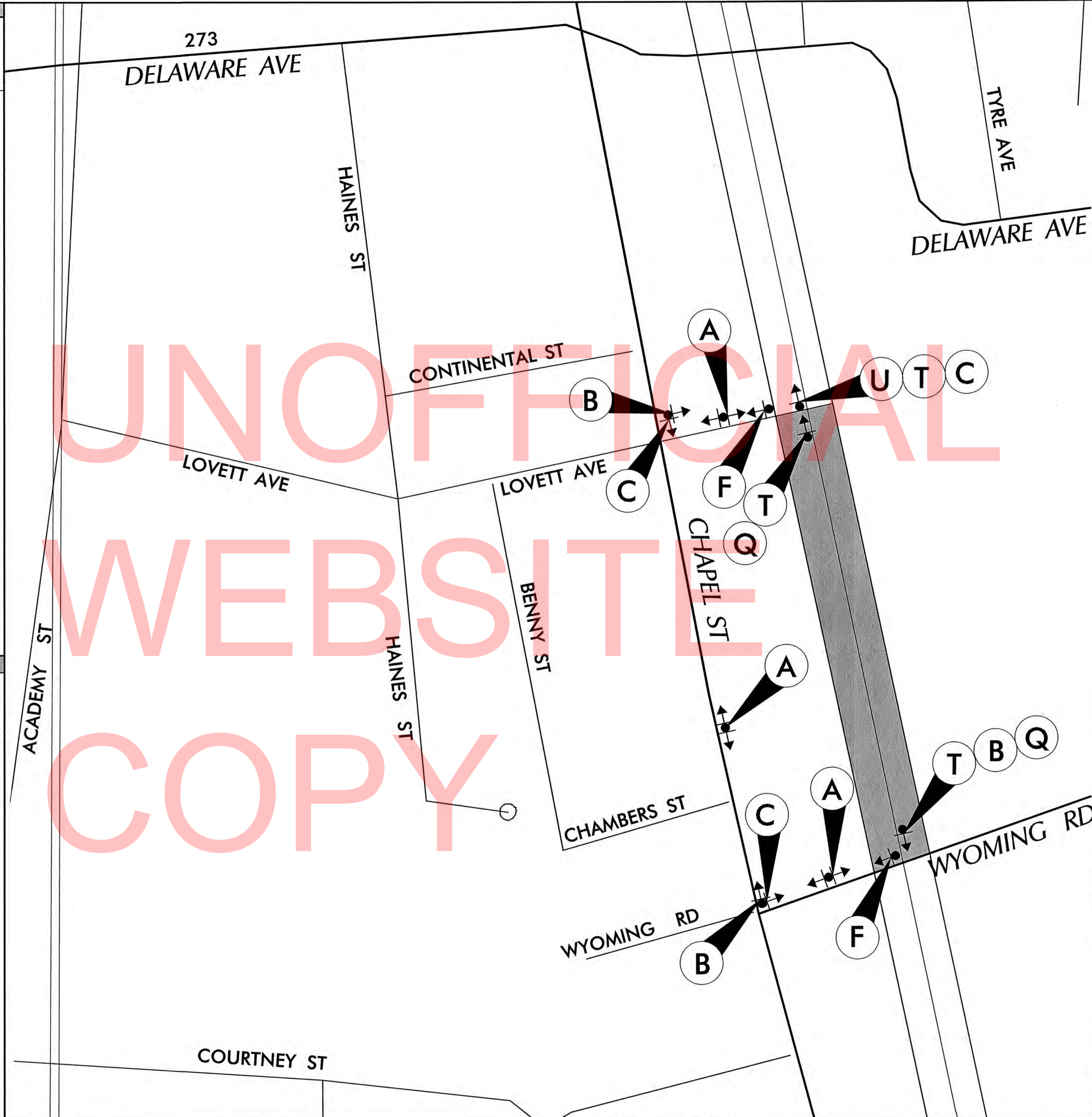
\*\*\* WORK ASSOCIATED WITH THIS ITEM WILL BE PERFORMED BY THE DELDOT CONTRACTOR AND IS NOT PART OF THE BASE BID.

BIDDING

C. ALTERNATE BID ITEMS

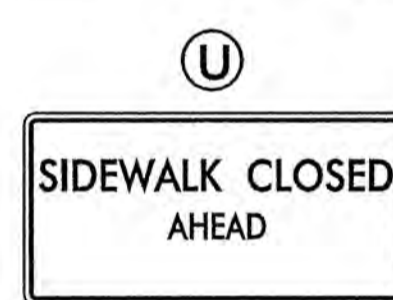
ITEM NO.	APPROX. QTY.	UNIT	ITEM DESCRIPTION	UNIT PRICE	TOTAL AMOUNT
Alt. 1	61	EACH	LED Lighting Unit and Luminaire/Light Fixture		
Alt. 2	4	EACH	LED Canopy Light Fixture		
Alt. 3	1	EACH	LED Kiosk Light Fixture		
Alt. 4	4	EACH	House Side Shield for LED Luminaire		
Alt. 5	20	EACH	Banner Poles for LED Pole		

**TOTAL: ALTERNATIVE LIGHTING** \_\_\_\_\_



<b>(A)</b> DETOUR 	<b>(B)</b> DETOUR 	<b>(C)</b> DETOUR 
<b>(D)</b> DETOUR 	<b>(E)</b> DETOUR 	<b>(F)</b> END DETOUR
<b>(G)</b> DETOUR AHEAD	<b>(H)</b> DETOUR 1000 FT	<b>(I)</b> DETOUR 500 FT
<b>(J)</b> ROAD CLOSED AHEAD	<b>(K)</b> ROAD CLOSED 1000 FT	<b>(L)</b> ROAD CLOSED 500 FT
<b>(M)</b> ROAD NAME	<b>(N)</b> DETOUR 	<b>(O)</b> DETOUR 
<b>(P)</b> ROAD CLOSED XX MILES AHEAD LOCAL TRAFFIC ONLY	<b>(Q)</b> SIDEWALK CLOSED	<b>(R)</b> ROAD CLOSED TO THRU TRAFFIC
<b>(S)</b> 	<b>(T)</b> 	

SPECIAL SIGNS



GENERAL NOTES

- ALL DETOUR SIGNING INCLUDING TRAILBLAZERS, ARE TO BE SUPPLIED AND MAINTAINED BY THE GENERAL CONTRACTOR IN COMPLIANCE TO THE MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES.
- THE CONTRACTOR SHALL COMPLY WITH GUIDELINES IN "THE DELAWARE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (DE- MUTCD PART 6) FOR LIGHTS, BARRICADES AND SIGNS.(AS PER LATEST REVISION)
- FIELD CONDITIONS MAY DICTATE CHANGES AT SOME TIME DURING THE LIFE OF THE CONTRACT. IN THE EVENT OF OMISSIONS OR CORRECTIONS, THE SIGNING PROVISIONS OF THE DELAWARE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES WILL PREVAIL.
- SIGNS J THROUGH L AND P THROUGH R, THE WORD (ROAD) SHOULD BE CHANGED TO RAMP, R/R OR BRIDGE WHERE APPLICABLE.
- WARNING SIGNS SHOULD BE MOUNTED ON BREAKAWAY POSTS AND HAVE RETROREFLECTIVE FLUORESCENT SHEETING.
- "S" BARRICADES SHALL COMPLETELY RUN THE FULL WIDTH OF ROADWAY.
- BARRICADES SHALL BE A MINIMUM OF 6 FEET WIDE UNLESS DIRECTED BY THE ENGINEER.
- ALL WARNING SIGNS SHOWN ON THIS SHEET ARE TO BE PAID FOR UNDER ITEM 74 - WARNING SIGNS.

RECOMMENDED \_\_\_\_\_ DATE: \_\_\_\_\_ APPROVED CHIEF SAFETY OFFICER: \_\_\_\_\_ DATE: 5-13-11 APPROVED TRAFFIC ENGINEER: \_\_\_\_\_ DATE: 5/10/11

ADDENDUM / REVISIONS

NOT TO SCALE

POMEROY AND NEWARK RAIL TRAIL

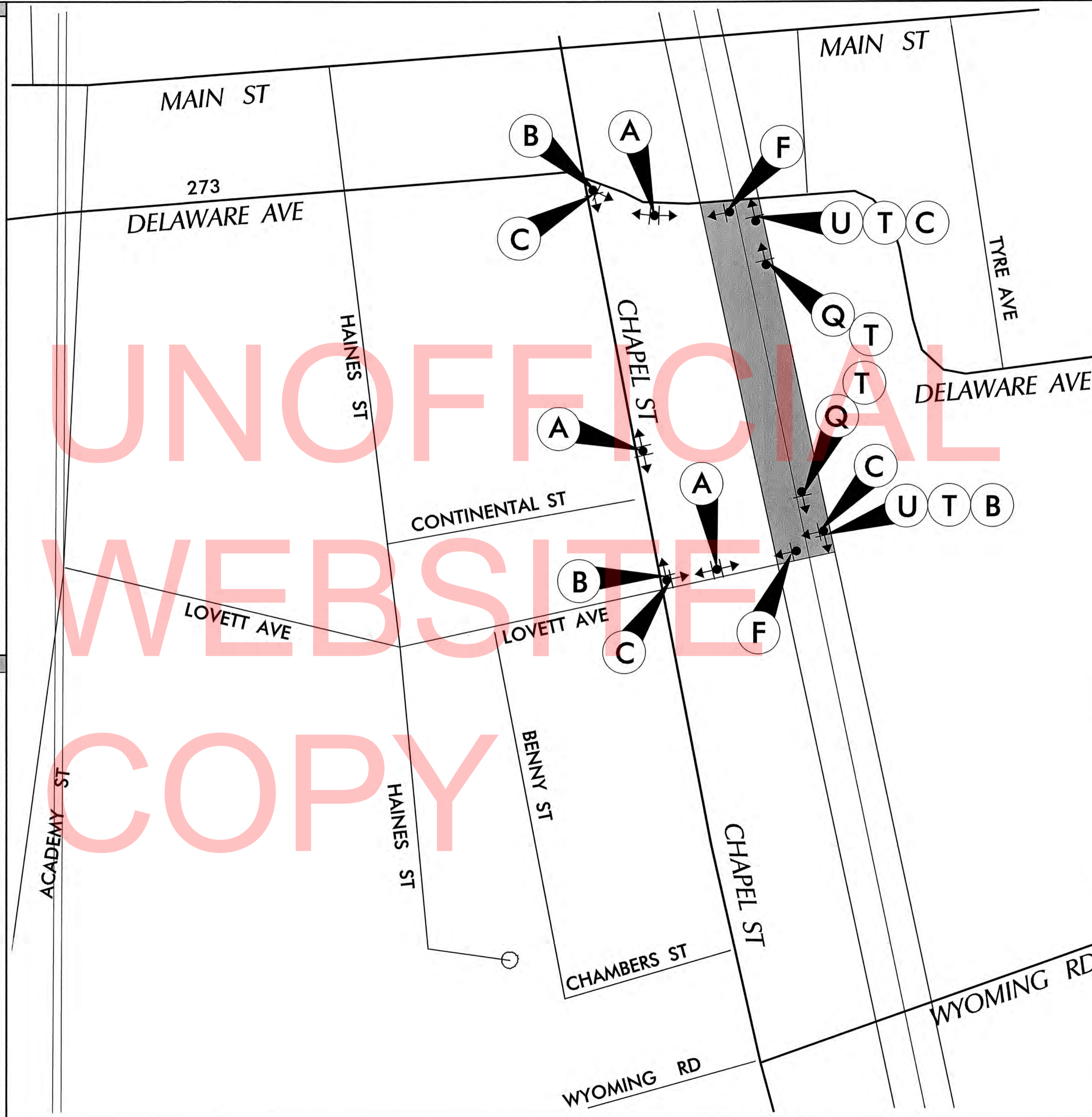
CONTRACT	PERMIT NO.	<b>X</b>
22-015-01	DESIGNED BY: MAG	
COUNTY	CHECKED BY: PAH	
NEW CASTLE		

PEDESTRIAN DETOUR PLAN	SHEET NO.
PHASE 1	79
	TOTAL SHTS.
	112

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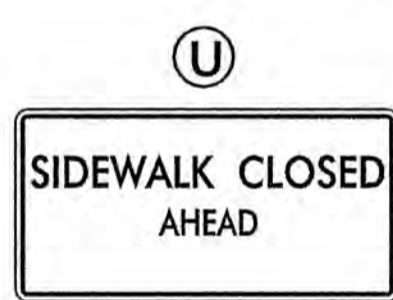
CHANGEABLE MESSAGE BOARDS

LEGEND



<b>(A)</b> DETOUR 	<b>(B)</b> DETOUR 	<b>(C)</b> DETOUR 
<b>(D)</b> DETOUR 	<b>(E)</b> DETOUR 	<b>(F)</b> END DETOUR
<b>(G)</b> DETOUR AHEAD 	<b>(H)</b> DETOUR 1000 FT 	<b>(I)</b> DETOUR 500 FT 
<b>(J)</b> ROAD CLOSED AHEAD 	<b>(K)</b> ROAD CLOSED 1000 FT 	<b>(L)</b> ROAD CLOSED 500 FT 
<b>(M)</b> ROAD NAME 	<b>(N)</b> DETOUR 	<b>(O)</b> DETOUR 
<b>(P)</b> ROAD CLOSED XX MILES AHEAD LOCAL TRAFFIC ONLY 	<b>(Q)</b> SIDEWALK CLOSED 	<b>(R)</b> ROAD CLOSED TO THRU TRAFFIC 
<b>(S)</b> 		<b>(T)</b> 

SPECIAL SIGNS



GENERAL NOTES

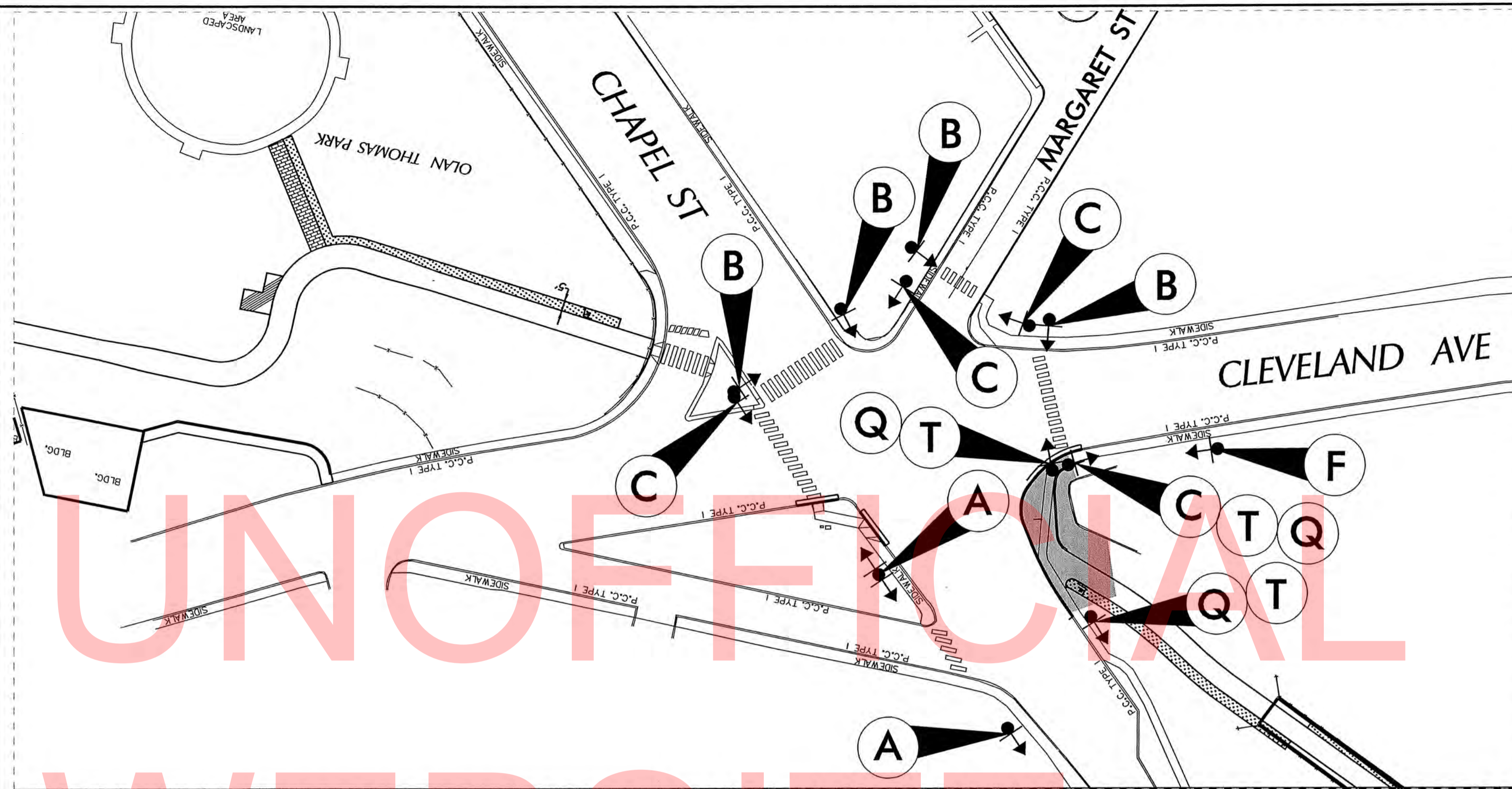
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- ALL WARNING SIGNS SHOWN ON THIS SHEET ARE TO BE PAID FOR UNDER ITEM 74 - WARNING SIGNS.

RECOMMENDED \_\_\_\_\_ DATE: \_\_\_\_\_ APPROVED CHIEF SAFETY OFFICER *[Signature]* DATE: 5-17-11 APPROVED TRAFFIC ENGINEER *[Signature]* DATE: 5/10/11

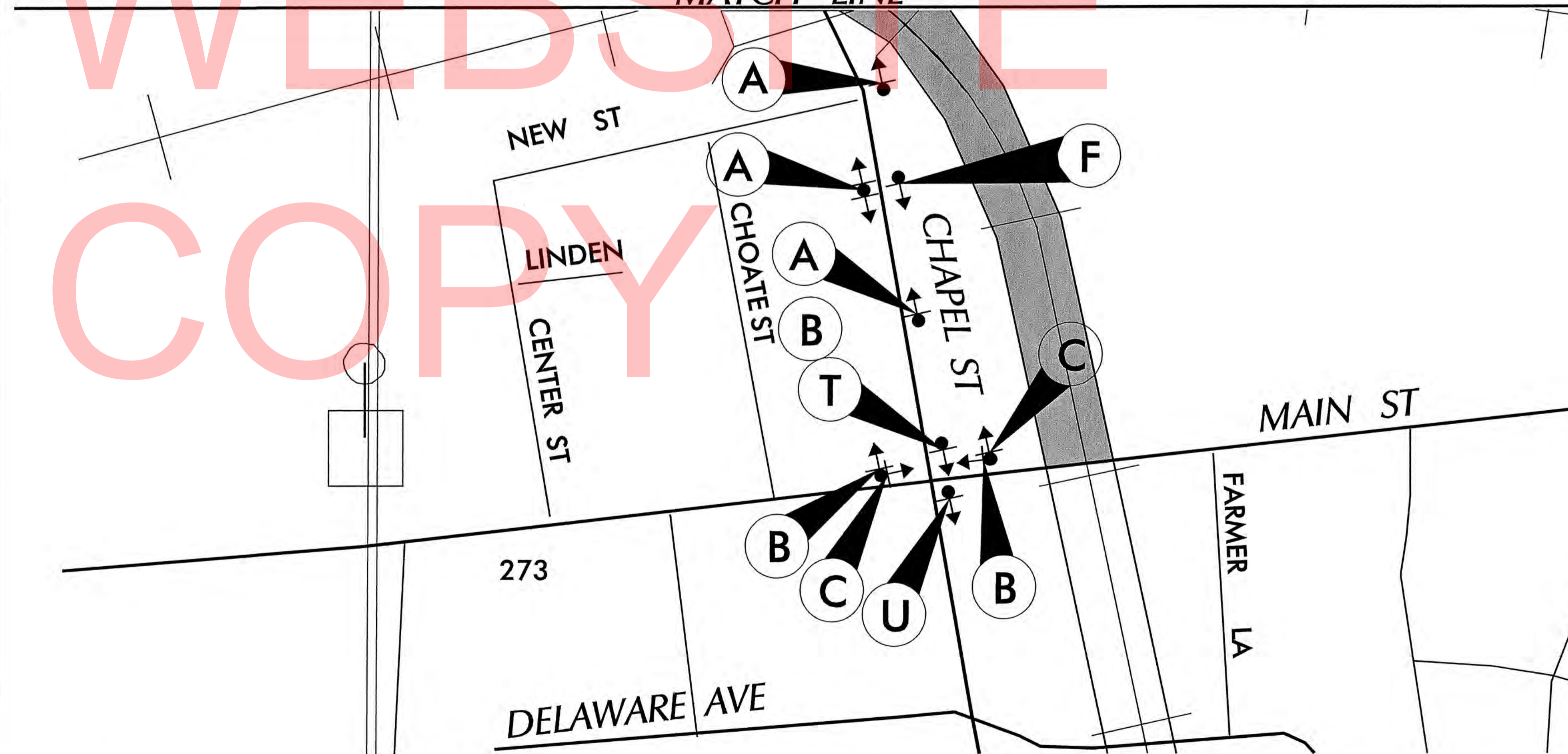
<p>DELAWARE DEPARTMENT OF TRANSPORTATION</p>	ADDENDUM / REVISIONS	NOT TO SCALE	POMEROY AND NEWARK RAIL TRAIL	CONTRACT	PERMIT NO.	X	PEDESTRIAN DETOUR PLAN	SHEET NO.
				22-015-01	DESIGNED BY: MAG			80
				NEW CASTLE	CHECKED BY: PAH			TOTAL SHTS.
							PHASE 2	112

H:\TRANSPORTATION\NEW\0701\DGNS\DP\_02.DGN

CHANGEABLE MESSAGE BOARDS



MATCH LINE  
MATCH LINE



LEGEND

(A)	(B)	(C)
(D)	(E)	(F)
(G)	(H)	(I)
(J)	(K)	(L)
(M)	(N)	(O)
(P)	(Q)	(R)
(S)	(T)	

GENERAL NOTES

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- FIELD CONDITIONS MAY DICTATE CHANGES AT SOME TIME DURING THE LIFE OF THE CONTRACT. IN THE EVENT OF OMISSIONS OR CORRECTIONS, THE SIGNING PROVISIONS OF THE DELAWARE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES WILL PREVAIL.
- SIGNS J THROUGH L AND P THROUGH R ,THE WORD (ROAD) SHOULD BE CHANGED TO RAMP, R/R OR BRIDGE WHERE APPLICABLE.
- WARNING SIGNS SHOULD BE MOUNTED ON BREAKAWAY POSTS AND HAVE RETROREFLECTIVE FLUORESCENT SHEETING.
- "S" BARRICADES SHALL COMPLETELY RUN THE FULL WIDTH OF ROADWAY.
- BARRICADES SHALL BE A MINIMUM OF 6 FEET WIDE UNLESS DIRECTED BY THE ENGINEER.
- ALL WARNING SIGNS SHOWN ON THIS SHEET ARE TO BE PAID FOR UNDER ITEM 74 - WARNING SIGNS.

SPECIAL SIGNS

(U)

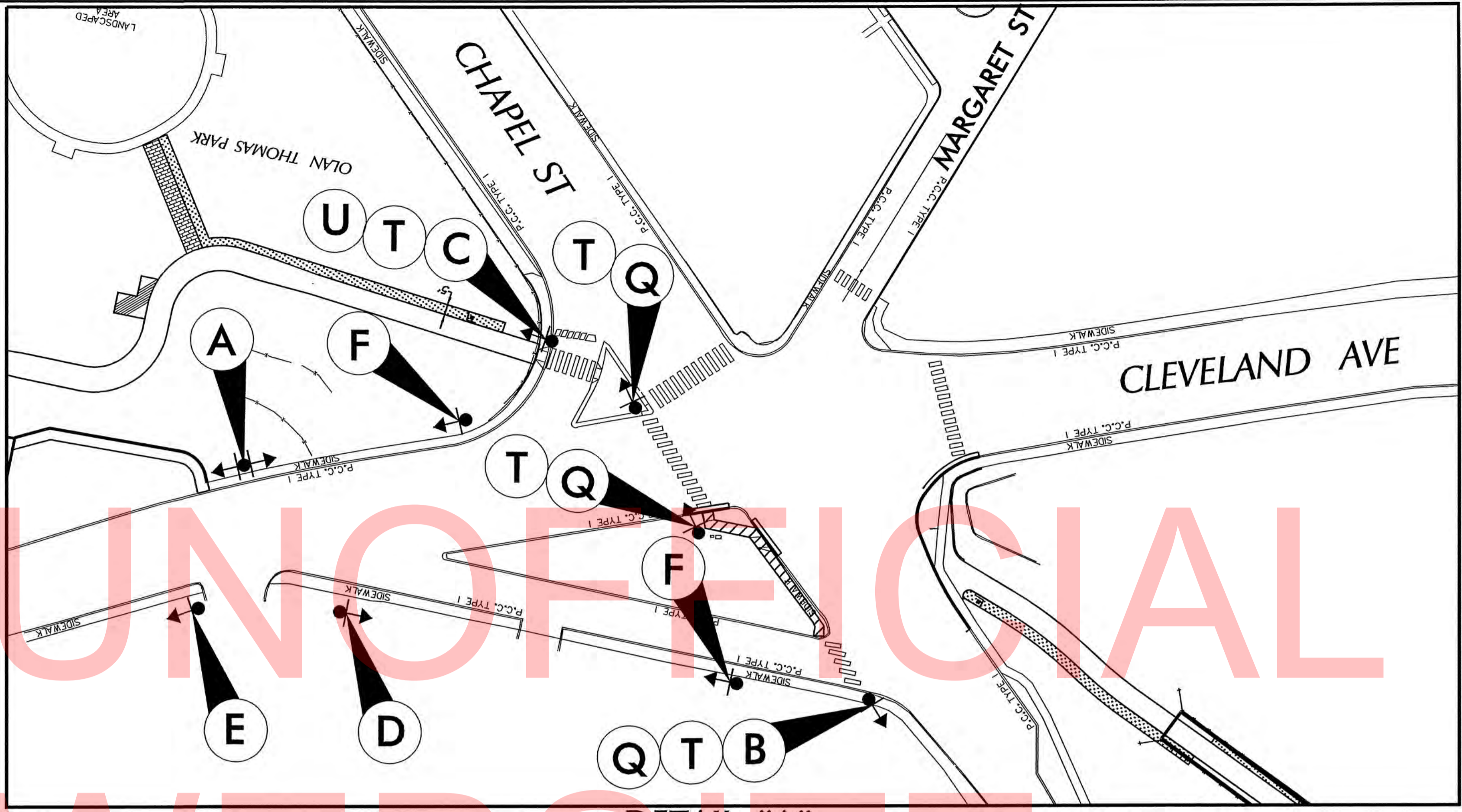
RECOMMENDED \_\_\_\_\_ DATE: \_\_\_\_\_ APPROVED CHIEF SAFETY OFFICER \_\_\_\_\_ DATE: 5-17-11 APPROVED TRAFFIC ENGINEER \_\_\_\_\_ DATE: 5/16/11

<p>DELAWARE DEPARTMENT OF TRANSPORTATION</p>	ADDENDUM / REVISIONS	NOT TO SCALE	POMEROY AND NEWARK RAIL TRAIL	CONTRACT	PERMIT NO.	X	PEDESTRIAN DETOUR PLAN	SHEET NO.
				22-015-01	DESIGNED BY: MAG			81
				NEW CASTLE	CHECKED BY: PAH			TOTAL SHTS.
						PHASE 3A	112	

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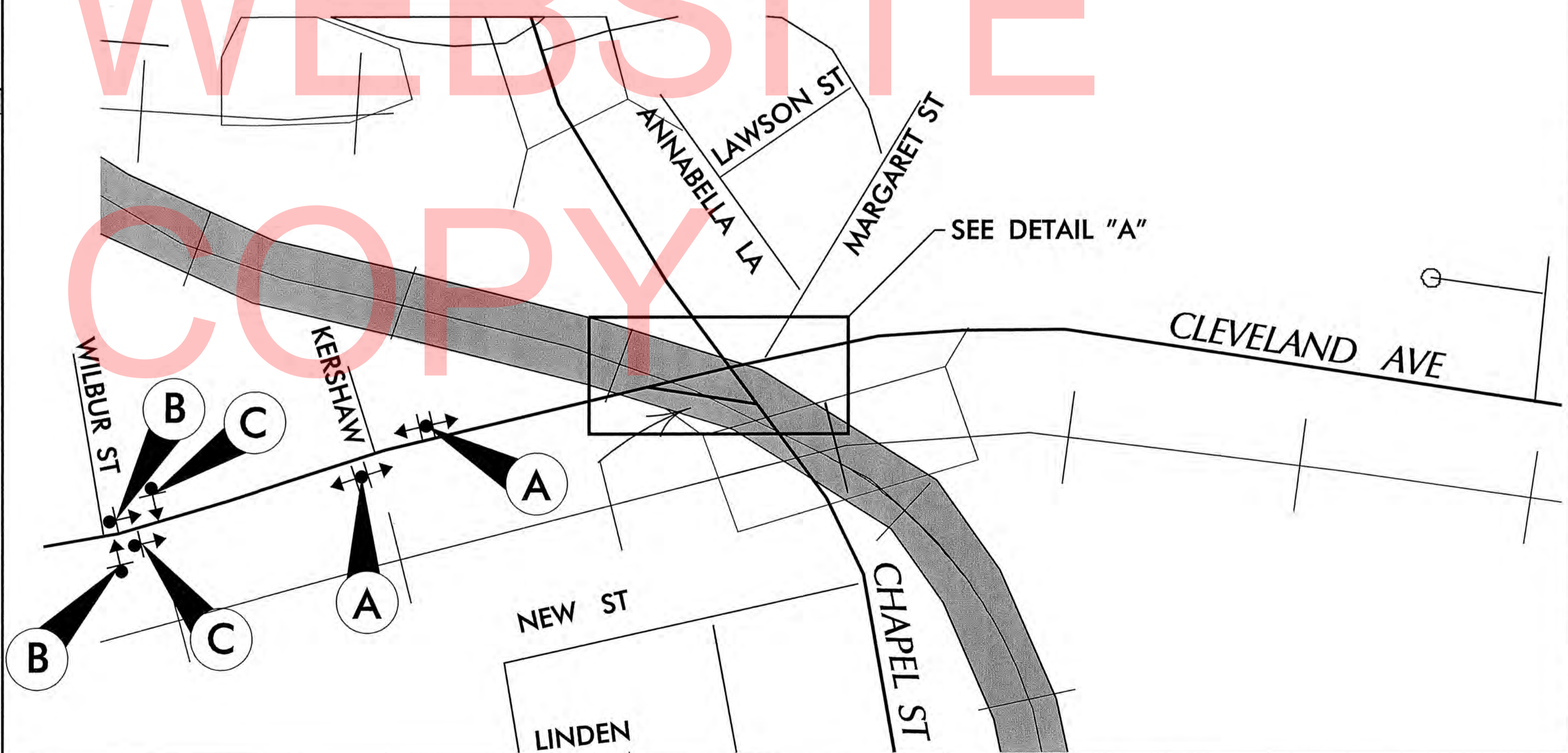
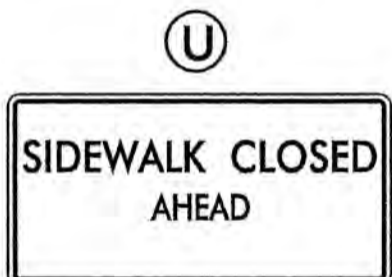
CHANGEABLE MESSAGE BOARDS

LEGEND



<b>A</b> DETOUR 	<b>B</b> DETOUR 	<b>C</b> DETOUR 
<b>D</b> DETOUR 	<b>E</b> DETOUR 	<b>F</b> END DETOUR
<b>G</b> DETOUR AHEAD 	<b>H</b> DETOUR 1000 FT 	<b>I</b> DETOUR 500 FT 
<b>J</b> ROAD CLOSED AHEAD 	<b>K</b> ROAD CLOSED 1000 FT 	<b>L</b> ROAD CLOSED 500 FT 
<b>M</b> ROAD NAME 	<b>N</b> DETOUR 	<b>O</b> DETOUR 
<b>P</b> ROAD CLOSED XX MILES AHEAD LOCAL TRAFFIC ONLY 	<b>Q</b> SIDEWALK CLOSED 	<b>R</b> ROAD CLOSED TO THRU TRAFFIC 
<b>S</b> 	<b>T</b> 	

SPECIAL SIGNS



GENERAL NOTES

- ALL DETOUR SIGNING INCLUDING TRAILBLAZERS, ARE TO BE SUPPLIED AND MAINTAINED BY THE GENERAL CONTRACTOR IN COMPLIANCE TO THE DE MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES.
- THE CONTRACTOR SHALL COMPLY WITH GUIDELINES IN "THE DELAWARE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (DE - MUTCD PART 6) FOR LIGHTS, BARRICADES AND SIGNS.(AS PER LATEST REVISION)
- FIELD CONDITIONS MAY DICTATE CHANGES AT SOME TIME DURING THE LIFE OF THE CONTRACT. IN THE EVENT OF OMISSIONS OR CORRECTIONS, THE SIGNING PROVISIONS OF THE DELAWARE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES WILL PREVAIL.
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RECOMMENDED \_\_\_\_\_ DATE: \_\_\_\_\_ APPROVED CHIEF SAFETY OFFICER *[Signature]* DATE: 5-17-11 APPROVED TRAFFIC ENGINEER *[Signature]* DATE: 5/16/11



ADDENDUM / REVISIONS

NOT TO SCALE POMEROY AND NEWARK RAIL TRAIL

CONTRACT	PERMIT NO.	<b>X</b>
22-015-01	DESIGNED BY: MAG	
COUNTY	CHECKED BY: PAH	
NEW CASTLE		

<b>PEDESTRIAN DETOUR PLAN</b>	SHEET NO.
<b>PHASE 3B</b>	82
	TOTAL SHTS.
	112

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