



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

JENNIFER COHAN
SECRETARY

VIA WEBSITE POSTING AND MAILING

April 1, 2020

Contract No. T201707404.01
Federal Aid Project No.BHN-N060(20)
Rehabilitation of Bridges 1-810, 1-811, 1-812, 1-813 on I-495
New Castle County

Ladies and Gentlemen:

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

1. The Bid Proposal Cover, revised, to be substituted for the same page of the Proposal.
2. Two (2) pages, Completion Time, pages i and ii, revised, to be substituted for the same pages in the Proposal. The Completion Date has been revised.
3. One (1) page, Table of Contents, page v, revised, to be substituted for the same page in the Proposal.
4. Three (3) pages, Special Provision, 763564 - Special Bidding Procedures, has been revised and replaced with a four (4) page Provision.
5. Eighteen (18) pages, Special Provision, 801501 - Maintenance of Railroad Traffic (NS), pages 80A through 80R, new, to be added to the Proposal.
6. One (1) page, Bid Proposal Form, page 7, **revised**, to be substituted for the same pages in the Proposal.

The following Item Number has been added: 801501

7. Bid Express Amendment File No. 1, **new**.

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

Sincerely,

~signature on file~

Connie Ivins
Competitively Bid Contracts Coordinator
Delaware Department of Transportation

STATE OF DELAWARE



DEPARTMENT OF TRANSPORTATION

BID PROPOSAL

for

CONTRACT T201707404.01

FEDERAL AID PROJECT NO. BHN-N060(20)

CFDA NO. 20.205

REHABILITATION OF BRIDGES 1-810, 1-811,
1-812, 1-813 ON I-495

NEW CASTLE COUNTY

ADVERTISEMENT DATE: March 23, 2020

COMPLETION TIME: **763564 - SPECIAL BIDDING PROCEDURES**

SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION
DELAWARE DEPARTMENT OF TRANSPORTATION
AUGUST 2016

Bids will be received in the Bidder's Room at the Delaware Department of Transportation's Administration Building, 800 Bay Road, Dover, Delaware prior to 2:00 P.M. local time **April 14, 2020**

Contract No. T201707404.01
Federal Aid Project No. BHN-N060(20)

REHABILITATION OF BRIDGES 1-810, 1-811, 1-812, 1-813 ON I-495
NEW CASTLE COUNTY

GENERAL DESCRIPTION

LOCATION

These improvements are located in NEW CASTLE County more specifically shown on the Location Map(s) of the enclosed Plans.

DESCRIPTION

The improvements consist of furnishing all labor and materials for: structure maintenance repairs to the two-column piers in the Christina River, the finger joint drainage system over the piers, and replacement of the outside concrete barriers along with the bridge overhangs of BR 1-813. Repairs to Bridges 1-810, 1-811, and 1-812 include approach slab and joint replacements, and other incidental construction in accordance with the location, notes and details shown on the plans and as directed by the Engineer.

COMPLETION TIME

All work on this contract must be complete within ~~260 Calendar Days. It is the Department's intent to issue a Notice to Proceed such that work starts on or about June 22, 2020.~~ **the number of calendar days proposed by the successful bidder in accordance with Special Provision 763564 - SPECIAL BIDDING PROCEDURES. It is the Department's intent to issue a Notice to Proceed such that work starts on or about June 22, 2020.**

PROSPECTIVE BIDDERS NOTES:

1. BIDDERS MUST BE REGISTERED with DelDOT and request a cd of the official plans and specifications in order to submit a bid. Contact DelDOT at dot-ask@delaware.gov or (302) 760-2031. Bids will be received in the Bidder's Room at the Delaware Department of Transportation's Administration Building, 800 Bay Road, Dover, Delaware prior to 2:00 P.M. local time {enter data - letting date} unless changed via addendum.
2. QUESTIONS regarding this project are to be e-mailed to dot-ask@delaware.gov no less than six business days prior to the bid opening date in order to receive a response. Please include T201707404.01 in the subject line. Responses to inquiries are posted on-line at <http://www.bids.delaware.gov>.
3. PREQUALIFICATION REQUIREMENT - 29 Del.C. §6962 (c)(12)(a) requires DelDOT to include a performance-based rating system for contractors. The Performance Rating for each Contractor shall be used as a prequalification to bid at the time of bid. Refer to Contract 'General Notices' for details. **NEW**
4. **THE BID PROPOSAL software DelDOT uses has changed, we now use Bid Express.** This new software is an updated version of the previous software used and operates similarly. The cd you request from DelDOT contains the Bid Express file and its installation file. Bidders are to use the cd provided to enter their bid amounts into the Bid Express file. The Bid Express bid file must be printed and submitted in paper form along with the electronic bid file and other required documents prior to the Bid due date and time. (DelDOT is not utilizing web based electronic bidding for this project).
5. SURETY BOND - Each proposal must be accompanied by a deposit of either surety bond or security for a sum equal to at least 10% of the bid.
6. DRUG TESTING - Regulation 4104; The state Office of Management and Budget has developed regulations that require Contractors and Subcontractors to implement a program of mandatory drug testing for Employees who work on Large Public Works Contracts funded all or in part with public funds pursuant to 29 Del.C. §6908(a)(6). **Refer to the full REVISED requirements at the following link:** <http://regulations.delaware.gov/register/december2017/final/21 DE Reg 503 12-01-17.htm>

Note a few of the requirements;

- * At bid submission - Each bidder must submit with the bid a single signed affidavit certifying that the bidder and its subcontractors has in place or will implement during the entire term of the contract a Mandatory Drug Testing Program that complies with the regulation, *the form is attached*;
 - * At least two business days prior to contract execution - The awarded Contractor shall provide to DeIDOT copies of the Employee Drug Testing Program for the Contractor, each participating DBE firm, and all other listed Subcontractors;
 - * Subcontractors - Contractors that employ Subcontractors on the job site may do so only after submitting a copy of the Subcontractor's Employee Drug Testing Program along with the standard required subcontractor information. A Subcontractor shall not commence work until DeIDOT has approved the subcontractor in writing.
7. DBE PROGRAM REQUIREMENTS (49CFR §26.53(b)(3)(i)(B)) require submission of DBE participation information from the apparent low bidder no later than five (5) calendar days **after bid opening**.
 8. No RETAINAGE will be withheld on this contract unless through the Prequalification Requirements.
 9. EXTERNAL COMPLAINT PROCEDURE can be viewed on DeIDOT's Website [here](#), or you may request a copy by calling (302) 760-2555.
 10. AUGUST 2016 STANDARD SPECIFICATIONS apply to this contract. The Contractor shall make himself aware of any revisions and corrections (Supplemental Specifications, if any) and apply them to the applicable item(s) of this contract. The 2016 Standard Specifications can be [viewed here](#).
 - 10a. FLATWORK CONCRETE TECHNICIAN CERTIFICATION TRAINING:
Section 501.03, 503.03, 505.03, 610.03, 701.03 and 702.03 of the 2016 Standard Specifications require contractor's to provide an American Concrete Institute (ACI) or National Ready Mix Concrete Association (NRMCA) certified concrete flatwork technician to supervise all finishing of flatwork concrete.
 12. This contract contains an A+B bidding process and form used for the selection of this project, Special Provision 763564. The form MUST be fully completed and submitted with the bid.

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Contract No. T201907404.01

763564 - SPECIAL BIDDING PROCEDURES

Description:

The Department of Transportation is using a special bidding procedure for Contract T201707404 for selecting the bidder to perform the work.

The process for bidding will take into account not only the price offerings of the bidder but also the shortest time with which the Contractor can provide a usable facility to the traveling public.

1. Preparation of Proposal Form

~~The bidder shall establish the number of calendar days that he will require to complete the work, in accordance with the Plans and Specifications, necessary to have the project completed in its ultimate condition with all lanes and shoulders fully open to unrestricted highway traffic to the point at which Substantial Completion has been met in accordance with the Standard Specifications. This calendar day number shall be indicated in the Proposal Form of this Invitation for Bids. The product of this number of calendar days times the average Road User Cost of \$35,000 per day shall be included in the Contractor's total bid price for this proposal. The Total sum will be the amount used as a basis of comparison of bids in establishing the successful bidder.~~

The bidder shall establish the total number of calendar days needed to complete all of the work shown in the contract documents. The number of calendar days provided by the successful bidder will become the contract time and will begin counting on the first day of work or ten calendar days after the Department issues a notice to proceed, whichever occurs first. Time will not stop until all lanes and shoulders are fully open to unrestricted highway traffic and the contractor has achieved Substantial Completion in accordance with the Standard Specifications. The number of calendar days chosen by the bidder shall be indicated in the Proposal Form of this Invitation for Bids. The product of this number of calendar days times the average Road User Cost of \$35,000 per day shall be included in the Contractor's total bid price for this proposal. The Total sum will be the amount used as a basis of comparison of bids in establishing the successful bidder.

2. Consideration of Bids

The total submitted bid shall consist of two parts, Part A and Part B.

Part A = the total dollar amount for all work to be performed.

Part B = The total number of calendar days proposed by the bidder to complete **all of** the required work **shown in the contract documents** times a Public User Cost of \$35,000.00/Calendar Day according to the following formula:

Part B = Proposed Calendar Days X \$35,000.00/Calendar Day

***The maximum number of calendar days utilized in the calculation of this part of the bid is 250.

The total submitted bid will be the sum of Part A and Part B subject to all other governing requirements of the Standard Specifications or Special Provisions.

Total Submitted Bid = Part A + Part B

The successful bid will be determined by the Department as the lowest total submitted bid of all

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responsive/responsible bidders after bid review. The determination of a responsible/responsive bidder includes a rigorous review of the bid proposal for unbalanced bidding. The lowest responsible/responsive bidder must be prepared to demonstrate that the "B" portion of the bid is reasonable, rational, and achievable without incurring Liquidated Damages.

The preceding formula shall only be used as a basis of comparison to determine the successful bidder and shall not be used to determine the award amount nor final payment to the Contractor when the project is completed. Only the unit prices bid and the quantities required to complete the project and any incentive or disincentive due shall be used to determine final payment to the Contractor.

In developing the contract completion time, the adverse weather anticipated for each month is shown in the following table:

Table I: Delaware monthly anticipated adverse weather days
 (Based on a seven (7) calendar day week)

Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
12	10	5	5	4	2	4	3	4	3	2	6

COMPLETION AND SUBMITTAL OF THE 'SPECIAL BIDDING PROCEDURE' FORM WITH YOUR BID IS REQUIRED (The form follows the Bid Pages contained within this document).

3. Incentive/Disincentive Amount

The Department will pay the Contractor an incentive for reaching Substantial Completion prior to the established number of Calendar Days stated by the Contractor on the Proposal Bid Form Part B, Proposed calendar days. The incentive will be \$35,000.00 for each Calendar Day that is required to reach Substantial Completion prior to the number of Calendar Days stated by the Contractor on the Proposal Bid Form Part B, Proposed calendar days. The incentive payment will not exceed sixty calendar (60) days or \$2,100,000.00.

The Department will assess the Contractor a disincentive for failure to reach Substantial Completion within the established number of Calendar Days stated by the Contractor on the Proposal Bid Form Part B, Proposed calendar days. The disincentive will be \$35,000.00 for each Calendar Day the work remains incomplete after the expiration of the ~~work calendar~~ days established by the Contractor until the Contractor reaches Substantial Completion. The disincentive payment will not exceed ninety calendar (90) days or \$3,150,000.00. The assessment may be deducted from any monies due or to become due to the Contractor.

4. Proposal Guaranty

The proposal guaranty shall be based on 10% of the Contractor's total bid price as resulting from the summation of the unit bid prices on the Bid Proposal Forms. (Price of work proposed, Item A in Formula.)

5. Reduction and Extension of Contract Time

~~Contract time will be on the calendar day basis proposed by the successful bidder. In the event that contract changes affect the critical path for all work to be performed under the original proposal, contract time will be shortened or lengthened based on the Engineer's approval. The Construction Engineer shall be the sole judge as to what and whether a time extension shall be considered justifiable and each extension~~

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~~granted shall be documented in writing by the Construction Engineer with reason for extension. The Contractor is advised that in order to complete the work on or before the number of calendar days proposed in their bid, it will be necessary to provide multiple crews, work extended hours, overtime and or weekends and holidays, without additional cost to the Department.~~

The contract time will be the number of calendar days proposed by the successful bidder. In the event that the contractor experiences delays during the contract, follow the procedures set forth in Section 100 of the contract for determining whether a time extension is due and for requesting an extension of contract time. The Contractor is advised that in order to complete the work on or before the number of calendar days proposed in their bid, it will be necessary to provide multiple crews, work extended hours, overtime and or weekends and holidays, without additional cost to the Department.

6. Additional Incentive/Disincentive Provisions

The contract drawings and notes provide a sequence of construction for this contract. Time is an essential element of this Contract. Several temporary traffic conditions shown on the Plans and listed below will result in significant congestion, delay, and/or operational constraints to the traveling public.

A. Liquidated Damages for I-495 Lane Closures

Interim Road User Cost (RUC) liquidated damages for delays in opening two lanes along I-495 NB and SB will be enforced according to the below charts.

Table 1

Northbound and Southbound I-495 (Tuesday through Friday) Contractor Damages for Failure to Reopen Lanes	
Time All Lanes Reopened ("Verizon Time")	Double Lane Closure
5:00 AM to 5:14 AM	\$500
5:15 AM to 5:29 AM	\$1,000
5:30 AM to 5:44 AM	\$1,500
5:45 AM to 5:59 AM	\$2,000
6:00 AM to 6:14 AM	\$2,500
6:15 AM to 6:29 AM	\$3,000
6:30 AM to 6:44 AM	\$3,500
6:45 AM to 6:59 AM	\$4,000
7:00 AM to 7:59 AM	\$6,000

For every hour, or portion thereof, after 7:59 am, \$2,000 (two lane closure) will be assessed up to a **day total of ~~\$30,000.00~~ \$20,000.**

The Road User Cost (RUC) liquidated damages for the I-495 portion of this contract will be up to \$20,000 per Calendar Day. Assessment of Road User Costs and Liquidated Damages will be made by change order. There is no limit on the number of days that RUC's can be assessed. The Engineer will be the sole approving authority as to when lane closures, lane width restrictions and shoulder width restrictions are complete after traffic is returned to the ultimate alignment. The Contractor will be assessed the Road User Costs for failure to open the roadway on time per the Contract.

Calculation Examples for Assessment of RUC liquidated damages for I-495 Lane Closures

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Two lane closure of the southbound I-495 until 6:20 AM on a Tuesday:

Per Table 1, a RUC liquidated damage of \$3,000 will be assessed.

Full Closure RUC from 6:00 am to 7:20 am I-95 SB

5:00 AM to 5:14 AM	\$5,00
5:15 AM to 5:29 AM	\$1,000
5:30 AM to 5:44 AM	\$1,500
5:45 AM to 5:59 AM	\$2,000
6:00 AM to 6:14 AM	\$2,500
6:15 AM to 6:20 AM	\$3,000

B. Additional Notes

Liquidated damages from these notices shall be combined when multiple requirements are not met.

Liquidated damages from Parts 3 and 6A will be added together and deducted from any monies due the Contractor as a cumulative liquidated damage.

~~02/13/2020~~ 03/24/2020

801501 - MAINTENANCE OF RAILROAD TRAFFIC (NS)
Norfolk Southern Railway Company

I. AUTHORITY OF RAILROAD ENGINEER AND STATE ENGINEER:

- a. The authorized representative of the Railroad Company, hereinafter referred to as "Railroad Engineer", shall have final authority in all matters affecting the safe maintenance of Railroad traffic of their Company including the adequacy of the foundations and structures supporting the Railroad tracks.
- b. The authorized representative of the State, hereinafter referred to as the "Engineer", shall have authority over all other matters as prescribed herein and in the Project Specifications.

II. DEFINITIONS':

- a. For the purpose of this Contract, the following terms, names, titles, and/or abbreviations refer to the following:
 - i. The terms Railroad and NS shall mean the Norfolk Southern Railway Company.
 - ii. The terms DelDOT, State, Department, Agency, Owner of Contract shall mean the Delaware Department of Transportation.

III. NOTICE OF STARTING WORK:

- a. The Contractor shall not commence any work on Railroad rights-of-way until they have complied with the following conditions:
 - i. Given the Railroad written notice, with copy to the Engineer who has been designated to be in charge of the work, at least ten days in advance of the date they propose to begin work on the Railroad's rights-of-way.

Crossing Surfaces

Chief Engineer - D&C
Norfolk Southern Corp.
175 Spring Street, SW
Building Box 142
Atlanta, Georgia 0303

Warning Devices

Chief Engineer - S&C
Norfolk Southern Corp.
99 Spring Street, SW
Building Box 123
Atlanta, Georgia 30303

Bridges & Structures

Chief Engineer
Bridges and Structures
Norfolk Southern Corp.
99 Spring Street, SW
Atlanta, Georgia 30303

- ii. Obtained written authorization from the Railroad to begin work on Railroad rights-of-way, such authorization to include an outline of specific conditions with which he/she must comply.
 - iii. Obtained written approval from the Railroad of Railroad Protective Insurance Liability coverage as required by paragraph 14 herein.
 - iv. Furnished a schedule for all work within the Railroad rights-of-way as required by paragraph IX.b.i.
- b. The Railroad's written authorization to proceed with the work shall include the names, addresses, and telephone numbers of the Railroad's representatives who are to be notified as hereinafter required. Where more than one representative is designated, the area of responsibility of each representative shall be specified.

IV. INTERFERENCE WITH RAILROAD OPERATIONS:

- a. The Contractor shall so arrange and conduct his/her work that there will be no interference with Railroad operations, including train, signal, telephone and telegraphic services, or damage to the property of the Railroad Company or to poles, wires, and other facilities of tenants on the rights-of-way of the Railroad Company. Whenever work is liable to affect the operations or safety of trains, the method of doing such work shall first be submitted to the Railroad Engineer for approval, but such approval shall not relieve the Contractor from liability. Any work to be performed by the Contractor which requires flagging service or inspection service shall be deferred by the Contractor until the flagging service or inspection service required by the Railroad is available at the job site.
- b. Whenever work within Railroad rights-of-way is of such a nature that impediment to Railroad operations such as use of runaround tracks or necessity for reduced speed is unavoidable, the Contractor shall schedule and conduct his/her operations so that such impediment is reduced to the absolute minimum.
- c. Should conditions arising from, or in connection with the work, require that immediate and unusual provisions be made to protect operations and property of the Railroad, the Contractor shall make such provisions. If in the judgment of the Railroad Engineer, or in their absence, the Engineer, such provision(s) are insufficient, either may require or provide such provisions as they deem necessary. In any event, such unusual provisions shall be at the Contractor's expense and without cost to the Railroad or the State.
- d. "One Call" services do not locate buried Railroad utilities. The contractor shall contact the Railroad's representative two (2) days in advance of work in those places where excavation, pile driving, or heavy loads may damage the Railroad's underground facilities. Upon request from the Contractor or Sponsor, Railroad forces will locate and paint mark or flag the Railroad's underground facilities. The Contractor shall avoid excavation or other disturbances of these facilities. If disturbance or excavation is required near a buried Railroad facility, the contractor shall coordinate with the Railroad to have the facility potholed manually with careful hand excavation. The facility shall be protected by the Contractor during the course of the disturbance under the supervision and direction of the Railroad's representative.

V. TRACK CLEARANCES:

- a. The minimum track clearances to be maintained by the Contractor during construction are shown on the Project Plans. If temporary clearances are not shown on the project plans, the following criteria shall govern the use of falsework and formwork above or adjacent to operated tracks.
 - i. A minimum vertical clearance of 22'-0" above top of highest rail shall be maintained at all times.
 - ii. A minimum horizontal clearance of 13'-0" from centerline of tangent track or 14'-0" from centerline of curved track shall be maintained at all times. Additional horizontal clearance may be required in special cases to be safe for operating conditions. This additional clearance will be determined by the Railroad Engineer.
 - iii. All proposed temporary clearances which are less than those listed above must be submitted to Railroad Engineer for approval prior to construction and must also be authorized by the regulatory body of the State if less than the legally prescribed clearances.
 - iv. The temporary clearance requirements noted above shall also apply to all other physical obstructions including, but not limited to: stockpiled materials, parked equipment, placement or driving of piles, and bracing or other construction supports.

Before undertaking any work within Railroad right-of-way, or before placing any obstruction over any track, the Contractor shall:

- i. Notify the Railroad's representative at least 72 hours in advance of the work.
- ii. Receive assurance from the Railroad's representative that arrangements have been made for flagging service as may be necessary.
- iii. Receive permission from the Railroad's representative to proceed with the work.
- iv. Ascertain that the Engineer has received copies of notice to the Railroad and of the Railroad's response thereto.

VI. CONSTRUCTION PROCEDURES:

- a. General:

Construction work and operations by the Contractor on Railroad property shall be:

- i. Subject to the inspection and approval of the Railroad.
- ii. In accord with the Railroad's written outline of specific conditions.
- iii. In accord with the Railroad's general rules, regulations and requirements including those relating to safety, fall protection

and personal protective equipment.

- iv. In accord with these Special Provisions.
- b. Submittal Requirements:
- i. The Contractor shall submit all construction related correspondence and submittals electronically to the Railroad Engineer.
 - ii. The Contractor shall allow for 30 days for the Railroad's review and response.
 - iii. All work in the vicinity of the Railroad's property that has the potential to affect the Railroad's train operations or disturb the Railroad's Property must be submitted and approved by the Railroad prior to work being performed.
 - iv. All submittals and calculations must be signed and sealed by a registered engineer licensed in the state of the project work.
 - v. All submittals shall first be approved by the Sponsor's Engineer and the Railroad Engineer, but such approval shall not relieve the Contractor from liability.
 - vi. For all construction projects, the following submittals, but not limited to those listed below, shall be provided for review and approval when applicable:
 - 1. General Means and Methods
 - 2. Ballast Protection
 - 3. Construction Excavation & Shoring
 - 4. Pipe, Culvert, & Tunnel Installations
 - 5. Demolition Procedure
 - 6. Erection & Hoisting Procedure
 - 7. Debris Shielding or Containment
 - 8. Blasting
 - 9. Formwork for the bridge deck, diaphragms, overhang brackets, and protective platforms
 - 10. Bent Cap Falsework. A lift plan will be required if the contractor wants to move the falsework over the tracks.
 - vii. The Contractor shall include in all submissions a detailed narrative indicating the progression of work with the anticipated timeframe to complete each task. Work will not be permitted to commence until the Contractor has provided the Railroad with a satisfactory plan that the project will be undertaken without scheduling, performance or safety related issues. Submission shall also provide a listing of the anticipated equipment to be used, the location of all equipment to be used and insure a contingency plan of action is in place should a primary piece of equipment malfunction.
- c. Ballast Protection
- i. The Contractor shall submit the proposed ballast protection system detailing the specific filter fabric and anchorage system to be used during all construction activities.

- ii. The ballast protection is to extend 25' beyond the proposed limit of work, be installed at the start of the project and be continuously maintained to prevent all contaminants from entering the ballast section of all tracks for the entire duration of the project.
- d. Excavation:
 - i. The subgrade of an operated track shall be maintained with edge of berm at least 10'-0" from centerline of track and not more than 24' below top of rail. Contractor will not be required to make existing section meet this specification if substandard, in which case existing section will be maintained.
- e. Excavation for Structures:
 - i. The Contractor will be required to take special precaution and care in connection with excavating and shoring pits, and in driving piles or sheeting for footings adjacent to tracks to provide adequate lateral support for the tracks and the loads which they carry, without disturbance of track alignment and surface, and to avoid obstructing track clearances with working equipment, tools or other material. The procedure for doing such work, including need of and plans for shoring, shall first be approved by the Engineer and the Railroad Engineer, but such approval shall not relieve the Contractor from liability.

VII. ERECTION & HOISTING PROCEDURES:

- a. General
 - i. Erection plans are required for all spans over the track(s), for all spans adjacent to the track(s), if located on (or partially on) Railroad right-of-way; and in all situations where cranes will be situated on, over, or adjacent to Railroad right-of-way and within a distance of the boom length plus 15'-0" from the centerline of the track.
 - ii. Railroad tracks and other Railroad property must be protected from damage during the erection procedure.
 - iii. A pre-erection meeting shall be conducted with the Sponsor, the Railroad Engineer or their representative, and the key Contractor's personnel prior to the start of the erection procedure.
 - iv. The Railroad Engineer or his designated representative must be present at the site during the entire erection procedure period.
 - v. For field spliced located over Railroad property, a minimum of 50% of the holes for each connection shall be filed with bolts or pins prior to releasing the crane. A minimum of 50% of the holes filled shall be filled with bolts. All bolts must be appropriately tightened. Any changes to previously approved field splice locations must be submitted to the Railroad for review and approval. Refer to Norfolk Southern's Overhead Grade Separation Design Criteria for additional splice details (Norfolk Southern Public Projects Manual Appendix H.1, Section

4.A.3.).

b. Submittal Requirements

i. The Contractor shall submit the following for approval by the Railroad Engineer:

1. As-built beam seat elevations - All as-built bridge seats and top of rail elevations shall be furnished to the Railroad Engineer for review and verification at least 30 days in advance of the erection, to ensure that minimum vertical clearances as approved in the plans will be achieved.
2. A plan showing the location of cranes, horizontally and vertically, operating radii, with delivery or staging locations shown. The location of all tracks and other Railroad facilities as well as all obstructions such as wire lines, poles, adjacent structures, etc. must also be shown.
3. Rating sheets showing cranes or lifting devices to be adequate for 150% of the actual weight of the pick, including all rigging components. A complete set of crane charts, including crane counterweight, and boom nomenclature is to be submitted. Safety factors that may have been "built-in" to the crane charts are not to be considered when determining the 150% factor of safety.
4. Plans and computations showing the weight of the pick must be submitted. Calculations shall be made from plans of the proposed structure showing complete sufficient details with supporting data for the erection of the structure. If plans do not exist, lifting weights must be calculated from field measurements. The field measurements are to be made under the supervision of the Registered Professional Engineer submitting the procedure and calculations.
5. The Contractor shall provide a sketch of all rigging components from the crane's hook block to the beam. Catalog cuts or information sheets of all rigging components with their lifting capacities shall be provided. All rigging must be adequate for 150% of the actual weight of the pick. Safety factors that may have been "built-in" to the rating charts are not to be considered when determining the 150% factor of safety. All rigging components shall be clearly identified and tagged with their rated lifting capacities. The position of the rigging in the field shall not differ from what is shown on the final plan without prior review from the Sponsor and the Railroad.
6. A complete erection procedure, including the order of lifts, time required for each lift, and any repositioning or re-hitching of the crane or cranes.
7. Design and supporting calculations for the temporary support of components, including but not limited to temporary girder tie-downs and falsework.

c. Blasting:

The Contractor shall obtain advance approval of the Railroad Engineer and the Engineer

for use of explosives on or adjacent to Railroad property. The request for permission to use explosives shall include a detailed blasting plan. If permission for use of explosives is granted, the Contractor will be required to comply with the following:

- i. Blasting shall be done with light charges under the direct supervision of a responsible officer or employee of the Contractor and a licensed blaster.
 - ii. Electric detonating fuses shall not be used because of the possibility of premature explosions resulting from operation of two-way radios.
 - iii. No blasting shall be done without the presence of an authorized representative of the Railroad. At least 72 hours advance notice to the person designated in the Railroad's notice of authorization to proceed (see Section II. Notice of Starting Work) will be required to arrange for the presence of an authorized Railroad representative and such flagging as the Railroad may require.
 - iv. Have at the job site adequate equipment, labor and materials and allow sufficient time to clean up debris resulting from the blasting without delay to trains, as well as correcting at his/her expense any track misalignment or other damage to Railroad property resulting from the blasting as directed by the Railway's authorized representative. If his/her actions result in delay of trains, the Contractor shall bear the entire cost thereof.
- d. The Railroad representative will:
- i. Determine approximate location of trains and advise the Contractor the appropriate amount of time available for the blasting operation and clean-up.
 - ii. Have the authority to order discontinuance of blasting if, in his/her opinion, blasting is too hazardous or is not in accord with these Special Provisions.
- e. Track Monitoring
- i. At the direction of Railroad Engineer, any activity that has the potential to disturb Railroad track structure may require the Contractor to submit a detailed track monitoring program for approval by the Railroad Engineer.
 - ii. The program shall specify the survey locations, the distance between the location points, and frequency of monitoring before, during and after construction. Railroad reserves the right to modify the survey locations and monitoring frequency as necessary during the project.
 - iii. The survey data shall be collected in accordance with the approved frequency immediately furnished to the Railroad Engineer for analysis.
 - iv. If any movement has occurred as determined by the Railroad Engineer, the Railroad will be immediately notified. Railroad, as its sole discretion, shall have the right to immediately require all Contractor operations to be ceased and determine what corrective action is required. Any corrective action required by the Railroad or performed by the Railroad including the monitoring of corrective action of the Contractor will be at project expense.

- f. **Maintenance of Railroad Facilities:**
- i. The Contractor will be required to maintain all ditches and drainage structures free of silt or other obstructions which may result from his/her operations and provide and maintain any erosion control measures as required. The Contractor will promptly repair eroded areas within Railroad rights-of-way and repair any other damage to the property of the Railroad or its tenants.
 - ii. If, in the course of construction, it may be necessary to block a ditch, pipe or other drainage facility, temporary pipes, ditches or other drainage facilities shall be installed to maintain adequate drainage, as approved by the Road Engineer. Upon completion of the work, the temporary facilities shall be removed and the permanent facilities restored.
 - iii. All such maintenance and repair of damages due to the Contractor's operations shall be done at the Contractor's expense.
- g. **Storage of Materials and Equipment:**
- i. Materials and equipment shall not be stored within 25' of the centerline of Railroad's track or where they will interfere with Railroad operations, nor on the rights-of-way of the Railroad Company without first having obtained permission from the Railroad Engineer, and such permission will be with the understanding that the Railroad Company will not be liable for damage to such material and equipment from any cause and that the Railroad Engineer may move or require the Contractor to move, at the Contractor's expense, such material and equipment.
 - ii. All grading or construction machinery that is left parked near the track unattended by a watchman shall be effectively immobilized so that it cannot be moved by unauthorized persons. The Contractor shall protect, defend, indemnify and save Railroad, and any associated, controlled or affiliated corporation, harmless from and against all losses, costs, expenses, claim or liability for loss or damage to property or the loss of life or personal injury, arising out of or incident to the Contractor's failure to immobilize grading or construction machinery.
- h. **Cleanup:**
- i. Upon completion of the work, the Contractor shall remove from within the limits of the Railroad rights-of-way, all machinery, equipment, surplus materials, falsework, rubbish or temporary buildings of the Contractor, and leave said rights-of-way in a neat condition satisfactory to the Chief Engineer of the Railroad or his/her authorized representative.

VIII. DAMAGES:

- a. The Contractor shall assume all liability for any and all damages to his/her work, employees, servants, equipment and materials caused by Railroad traffic.

- b. Any cost incurred by the Railroad for repairing damages to its property or to property of its tenants, caused by or resulting from the operations of the Contractor, shall be paid directly to the Railroad by the Contractor.

IX. FLAGGING SERVICES:

- a. When Required:
 - i. Flagging will not be provided until the Contractor's insurance has been reviewed & approved by the Railroad.
 - ii. Under the terms of the agreement between the State and the Railroad, the Railroad has sole authority to determine the need for flagging required to protect its operations. In general, the requirements of such services will be whenever the Contractor's personnel or equipment are or are likely to be, working on the Railroad's right-of-way, or across, over, adjacent to, or under a track, or when such work has disturbed or is likely to disturb a Railroad structure or the Railroad roadbed or surface and alignment of any track to such extent that the movement of trains must be controlled by flagging.
 - iii. Normally, the Railroad will assign one flagman to a project; but in some cases, more than one may be necessary, such as yard limits where three (3) flagmen may be required. However, if the Contractor works within distances that violate instructions given by the Railroad's authorized representative or performs work that has not been scheduled with the Railroad's authorized representative, a flagman or flagmen may be required full time until the project has been completed.
 - iv. For Projects exceeding 30 days of construction, Contractor shall provide the flagmen a small work area with a desk/computer and chair within the field/site trailer, including the use of bathroom facilities, where the flagman can check in/out with the Project, as well as to the flagman's home terminal. The work area should provide access to two (2) electrical outlets for recharging radio(s), and a laptop computer; and have the ability to print off needed documentation and orders as needed at the field/site trailer. This should aid in maximizing the flagman's time and efficiency on the Project.
- b. Scheduling and Notification:
 - i. The Contractor's work requiring Railroad flagging should be scheduled to the limit the presence of a flagman at the site to a maximum of 50 hours per week. The Contractor shall receive Railroad approval of work schedules requiring a flagman's presence in excess of 40 hours per week.
 - ii. Not later than the time that approval is initially requested to begin work on Railroad right-of-way, Contractor shall furnish to the Railroad and the State a schedule for all work required to complete the portion of the project within Railroad right-of-way and arrange for a job site meeting between the Contractor, the State, and the Railroad's authorized representative. This schedule may be submitted in the format of a bar graft chart. Flagman or flagmen may not be provided until the job site meeting has been conducted and the Contractor's work

scheduled.

- iii. The Contractor will be required to give the Railroad representative at least 10 working days of advance written notice of intent to begin work within Railroad right-of-way in accordance with this special provision. Once begun, when such work is then suspended at any time, or for any reason, the Contractor will be required to give the Railroad representative at least 3 working days of advance notice before resuming work on Railroad right-of-way. Such notices shall include sufficient details of the proposed work to enable the Railroad representative to determine if flagging will be required. If such notice is in writing, the Contractor shall furnish the Engineer a copy; if notice is given verbally, it shall be confirmed in writing with copy to the Engineer. If flagging is required, no work shall be undertaken until the flagman, or flagmen is present at the job site. It may take up to 30 days to obtain flagging initially from the Railroad. When flagging begins, the flagman is usually assigned by the Railroad to work at the project site on a continual basis until no longer needed and cannot be called for on a spot basis. If flagging becomes unnecessary and is suspended, it may take up to 30 days to again obtain from the Railroad. Due to Railroad labor agreements, it is necessary to give 5 working days' notice before flagging service may be discontinued and responsibility for payment stopped.
- iv. If, after the flagman is assigned to the project site, an emergency arises that requires the flagman's presence elsewhere, then the Contractor shall delay work on Railroad right-of-way until such time as the flagman is again available. Any additional costs resulting from such delay shall be borne by the Contractor and not the State or Railroad.

c. Payment:

- i. The State will be responsible for paying the Railroad directly for any and all costs of flagging which may be required to accomplish the construction.
- ii. The charge to the State by the Railroad will be the actual cost based on the rate of pay for the Railroad's employees who are available for flagging service at the time the service is required.
- iii. Work by a flagman in excess of 8 hours per day or 40 hours per week, but not more than 12 hours a day will result in overtime pay at 1 and 1/2 times the appropriate rate. Work by a flagman in excess of 12 hours per day will result in overtime at 2 times the appropriate rate. If work is performed on a holiday, the flagging rate is 2 and 1/2 times the normal rate.
- iv. Railroad work involved in preparing and handling bills will also be charged to the State. Charges to the State by the Railroad shall be in accordance with applicable provisions of Subchapter B, Part 140, Subpart I and Subchapter G, Part 646, Subpart B of the Federal-Aid Policy Guide issued by the Federal Highway Administration on December 9, 1991, including all current amendments. Flagging costs are subject to change.

d. Verification:

- i. Railroad's flagman will electronically enter flagging time via Railroad's electronic billing system. Any complaints concerning flagging must be resolved in a timely manner. If the need for flagging is questioned, please contact the Railroad Engineer. All verbal complaints will be confirmed in writing by the Contractor within 5 working days with a copy to the Sponsor's Engineer. Address all written correspondence electronically to Railroad Engineer.
- ii. The Contractor and State will review and sign the Railroad flagman's time sheet (Form 11123), attesting that the flagman was present during the time recorded. Flagmen may be removed by the Railroad if form is not signed. If flagman is removed, the Contractor will not be allowed to re-enter the Railroad right-of-way until the issue is resolved. Any complaints concerning flagman or flagmen must be resolved in a timely manner. If need for flagman or flagmen is questioned, please contact Railroad's Engineer, Grade Separation Structures (404)529-1641. All verbal complaints will be confirmed in writing by the Contractor within 5 working days with a copy to the Engineer. Address all written correspondence to:

CROSSING SURFACES

Norfolk Southern Corp.
Office of Chief Engineer
Bridges & Structures
Attn: T. D. Wyatt
Engineer Grade Separation
99 Spring Street, SW
Atlanta, Georgia 30303

- iii. The Railroad flagman assigned to the project will be responsible for notifying the Project Engineer upon arrival at the job site on the first day (or as soon thereafter as possible) that flagging services begin and on the last day that he/she performs such services for each separate period that services are provided. The Project Engineer will document such notification in the project records. When requested, the Project Engineer will also sign the flagman's diary showing daily time spent and activity at the project site.

X. HAUL ACROSS RAILROAD:

- a. Where the Plans show or imply that materials of any nature must be hauled across a Railroad, unless the Plans clearly show that the State has included arrangements for such haul in its agreement with the Railroad, the Contractor will be required to make all necessary arrangements with the Railroad regarding means of transporting such materials across the Railroad. The Contractor will be required to bear all costs incidental to such crossings whether services are performed by his/her own forces or by Railroad personnel.
- b. No crossing may be established for use of the Contractor for transporting materials or equipment across the tracks of the Railroad Company unless specific authority for its installation, maintenance, necessary watching and flagging thereof and removal, until a temporary private crossing agreement has been executed between the Contractor and Railroad. The approval process for an agreement normally takes 90 days.

XI. WORK FOR THE BENEFIT OF THE CONTRACTOR:

- a. All temporary or permanent changes in wire lines or other facilities which are considered necessary to the project are shown on the Plans; included in the force account agreement between the State and the Railroad or will be covered by appropriate revisions to same which will be initiated and approved by the State and/or the Railroad.
- b. Should the Contractor desire any changes in addition to the above, then he/she shall make separate arrangements with the Railroad for same to be accomplished at the Contractor's expense.

XII. COOPERATION AND DELAYS:

- a. It shall be the Contractor's responsibility to arrange a schedule with the Railroad for accomplishing stage construction involving work by the Railroad or tenants of the Railroad. In arranging his/her schedule he/she shall ascertain, from the Railroad, the lead time required for assembling crews and materials and shall make due allowance therefore.
- b. No charge or claim of the Contractor against either the State or the Railroad will be allowed for hindrance or delay on account of railway traffic; any work done by the Railroad or other delay incident to or necessary for safe maintenance of railway traffic or for any delays due to compliance with these special provisions.

XIII. TRAINMAN'S WALKWAYS:

- a. Along the outer side of each exterior track of multiple operated track, and on each side of single operated track, an unobstructed continuous space suitable for trainman's use in walking along trains, extending to a line not less than 10' from centerline of track, shall be maintained. Any temporary impediments to walkways and track drainage encroachments or obstructions allowed during work hours while Railroad's protective service is provided shall be removed before the close of each work day. If there is any excavation near the walkway, a handrail, with 10' - 0" minimum clearance from centerline of track, shall be placed.

XIV. GUIDELINES FOR PERSONNEL ON RAILROAD RIGHT-OF-WAY:

- a. The Contractor and/or the Sponsor's personnel authorized to perform work on Railroad's property as specified above are not required to complete Norfolk Southern Roadway Worker Protection Training; However, the Contractor and the Sponsor's personnel must be familiar with Norfolk Southern's standard operating rules and guidelines, should conduct themselves accordingly, and may be removed from the property for failure to follow these guidelines.
- b. All persons shall wear hard hats. Appropriate eye and hearing protection must be used. Working in shorts is prohibited. Shirts must cover shoulders, back and abdomen. Working in tennis or jogging shoes, sandals, boots with high heels, cowboy and other slip-on type boots is prohibited. Hard-sole, lace-up footwear, zippered boots or boots cinched up with straps which fit snugly about the ankle are adequate. Safety boots are strongly recommended.

- c. No one is allowed within 25' of the centerline of track without specific authorization from the flagman.
- d. All persons working near track while train is passing are to lookout for dragging bands, chains and protruding or shifted cargo.
- e. No one is allowed to cross tracks without specific authorization from the flagman.
- f. All welders and cutting torches working within 25' of track must stop when train is passing.
- g. No steel tape or chain will be allowed to cross or touch rails without permission.

XV. GUIDELINES EQUIPMENT ON RAILROAD RIGHT-OF-WAY:

- a. No crane or boom equipment will be allowed to set up to work or park within boom distance plus 15' of centerline of track without specific permission from Railroad official and flagman.
- b. No crane or boom equipment will be allowed to foul track or lift a load over the track without flag protection and track time.
- c. All employees will stay with their machines when crane or boom equipment is pointed toward track.
- d. All cranes and boom equipment under load will stop work while train is passing (including pile driving).
- e. Swinging loads must be secured to prevent movement while train is passing.
- f. No loads will be suspended above a moving train.
- g. No equipment will be allowed within 25' of centerline of track without specific authorization of the flagman.
- h. Trucks, tractors or any equipment will not touch ballast line without specific permission from railroad official and flagman.
- i. No equipment or load movement within 25' or above a standing train or railroad equipment without specific authorization of the flagman.
- j. All operating equipment within 25' of track must halt operations when a train is passing. All other operating equipment may be halted by the flagman if the flagman views the operation to be dangerous to the passing train.
- k. All equipment, loads and cables are prohibited from touching rails.
- l. While clearing and grubbing, no vegetation will be removed from Railroad embankment with heavy equipment without specific permission from the Railroad Engineer and flagman.

- m. No equipment or materials will be parked or stored on Railroad's property unless specific authorization is granted from the Railroad Engineer.
- n. All unattended equipment that is left parked on Railroad property shall be effectively immobilized so that it cannot be moved by unauthorized persons.
- o. All cranes and boom equipment will be turned away from track after each work day or whenever unattended by an operator.
- p. Prior to performing any crane operations, the Contractor shall establish a single point of contact for the Railroad flagman to remain in communication with at all times. Person must also be in direct contact with the individual(s) directing the crane operation(s).

XVI. INSURANCE:

- a. In addition to any other forms of insurance or bonds required under the terms of the contract and specifications, the Prime Contractor will be required to carry insurance of the following kinds and amounts:
 - i. Commercial General Liability Insurance having a combined single limit of not less than \$2,000,000 per occurrence for all loss, damage, cost and expense, including attorneys' fees, arising out of bodily injury liability and property damage liability during the policy period. Said policy shall include explosion, collapse, and underground hazard (XCU) coverage, shall be endorsed to name Railroad specified in item XVI.a.iii.3, below, both as the certificate holder and as an additional insured, and shall include a severability of interests provision.
 - ii. Automobile Liability Insurance with a combined single limit of not less than \$1,000,000 each occurrence for injury to or death of persons and damage to or loss or destruction of property. Said policy or policies shall be endorsed to name Railroad Specified in item XVI.a.iii.3, below, both as the certificate holder and as an additional insured, and shall include a severability of interests provision.
 - iii. Railroad Protective Liability Insurance having a combined single limit of not less than \$2,000,000 each occurrence and \$6,000,000 in the aggregate applying separately to each annual period. If the project involves track over which passenger trains operate, the insurance limits required are not less than a combined single limit of \$5,000,000 each occurrence and \$10,000,000 in the aggregate applying separately to each annual period. Said policy shall provide coverage for all loss, damage or expense arising from bodily injury and property damage liability, and physical damage to property attributed to acts or omissions at the job site.
 - iv. The standards for the Railroad Protective Liability Insurance are as follows:
 - 1. The insurer must be rated A- or better by A.M. Best Company, Inc.

Note: NS does not accept from insurers Chartts (AIG or Affiliated Company including Lexington Insurance Company), Hudson Group or Liberty or Affiliated Company.

2. The policy must be written using one of the following combinations of Insurance Services Office ("ISO") Railroad Protective Liability Insurance Form Numbers:

- A. CG 00 35 01 96 and CG 28 3110 93; or
- B. CG 00 35 07 98 and CG 28 31 07 98; or
- C. CG 00 35 10 01; or
- D. CG 00 35 12 04; or
- E. CG 00 35 12 07; or
- F. CG 00 35 04 13.

3. The named insured shall read:

Norfolk Southern Railway Company
Three Commercial Place
Norfolk, Virginia 23510-2191
Attn: S. W. Dickerson Risk Management

Note: NS does not share coverage on Railroad Protective Liability Insurance with any other entity on this policy.

4. The description of operations must appear on the Declarations, must match the project description in this agreement, and must include the appropriate Sponsor project and contract identification numbers.
5. The job location must appear on the Declarations and must include the city, state, and appropriate highway name/number, and NS file number for the project number.

Note: Do not include any references to milepost, valuation station, or mile marker on the Insurance policy.

6. The name and address of the prime Contractor must appear on the Declarations.

7. The name and address of the Sponsor must be identified on the Declarations as the "Involved Governmental Authority or Other Contracting Party."

8. Other endorsements/forms that will be accepted are:

- A. Broad Form Nuclear Exclusion - Form IL 00 21
- B. 30-day Advance Notice of Non-renewal or cancellation
- C. Required State Cancellation Endorsement
- D. Quick Reference or Index Form CL/IL 240

9. Endorsements/forms that are NOT acceptable are:

- A. Any Pollution Exclusion Endorsement except CG 28 31

- B. Any Punitive or Exemplary Damages Exclusion
 - C. Known injury or Damage Exclusion form CG 00 59
 - D. Any Common Policy Conditions form
 - E. Any other endorsement/form not specifically authorized in item XV.a.iii.8 above.
- b. If any part of the work is sublet, similar insurance, and evidence thereof as specified above, shall be provided by or on behalf of the subcontractor to cover its operations on Railroad's right of way.
- c. All insurance required under the preceding subsection "a" shall be underwritten by insurers and be of such form and content, as may be acceptable to the Company. Prior to entry on Railroad right-of-way, the original Railroad Protective Liability Insurance Policy shall be submitted by the Sponsor's Prime Contractor to the Sponsor at the address below for its review and then transmitted to the Railroad. In addition, certificates of insurance evidencing the Sponsor's Prime Contractor's and any subcontractors' Commercial General Liability Insurance shall be issued to the Railroad and the Sponsor at the addresses below, and forwarded to the Sponsor for its review and transmittal to the Railroad. The certificates of insurance shall state that the insurance coverage will not be suspended, voided, canceled, or reduced in coverage or limits without (30) days advance written notice to Railroad and the Sponsor. No work will be permitted by Railroad on its right-of-way until it has reviewed and approved in writing the evidence of insurance required herein.
- For the Sponsor:

 Construction Engineer for the DelDOT District Adminstrating the Project
 - For the Railroad:

 Risk Management
 Norfolk Southern Railway Company
 Three Commercial Place
 Norfolk, Virginia 23510-2191
- d. The insurance required herein shall in no way serve to limit the liability of Sponsor or its Contractors under the terms of this agreement.
- e. Insurance Submission Procedures
- i. Railroad will only accept initial insurance submissions via US Mail or Overnight carrier to the address noted above. Railroad will NOT accept initial insurance submissions via email or faxes. Please provided point of contact information with the submission including a phone number and e-mail address.
 - ii. Railroad requires the following two (2) forms of insurance in the initial insurance submission to be submitted under a cover letter providing details of the project and contact information:
 - 1. The full original or certified true countersigned copy of the railroad

protective liability insurance policy in its entirety inclusive of all declarations, schedule of forms and endorsements along with the policy forms and endorsements.

2. The Contractor's commercial general, automobile, and workers' compensation liability insurance certificate of liability insurance evidencing a combined single limit of a minimum of \$2M per occurrence of general and \$1M per occurrence of automobile liability insurance naming Norfolk Southern Railway Company, Three Commercial Place, Norfolk, VA 23510 as the certificate holder and as an additional insured on both the general and automobile liability insurance policy.
 - A. The full original or certified true countersigned copy of the railroad protective liability insurance policy in its entirety inclusive of all declarations, schedule of forms and endorsements along with the policy forms and endorsements.
 - B. The Contractor's commercial general, automobile, and workers' compensation liability insurance certificate of liability insurance evidencing a combined single limit of a minimum of \$2,000,000 per occurrence of general and \$1,000,000 per occurrence of automobile liability insurance naming Norfolk Southern Railway Company, Three Commercial Place, Norfolk, VA 23510 as the certificate holder and as an additional insured on both the general and automobile liability insurance policy.
3. It should be noted that the Railroad does not accept notation of Railroad Protective insurance on a certificate of liability insurance form or Binders as Railroad must have the full original countersigned policy. Further, please note that mere receipt of the policy is not the only issue but review for compliance. Due to the number of projects system-wide, it typically takes a minimum of 30-45 days for the Railroad to review.

NOTE: The above information listed within Section XVI: Insurance, found above, is based on the most recent information obtained from the Railroad as of the date this Special Provision was written. The Contractor and all their Subcontractors, required to have this type of insurance, are directed to contact the Railroad's Risk Management Section (address found above) in order to meet any insurance revisions or additions required by the Railroad at the time of their bid.

XVII. FAILURE TO COMPLY:

- a. In the event the Contractor violates or fails to comply with any of the requirements of these Special Provisions:
 - i. The Railroad Engineer may require that the Contractor vacate Railroad property.
 - ii. The Engineer may withhold all monies due the Contractor on monthly statements.
- b. Any such orders shall remain in effect until the Contractor has remedied the situation to

the satisfaction of the Railroad Engineer and the Engineer.

XVIII. PAYMENT FOR COST OF COMPLIANCE:

- a. The payment for the item shall be made for at the Contract unit price per Lump Sum bid for "Maintenance of Railroad Traffic (NS)", which price and payment shall constitute full compensation for maintaining Railroad traffic during the life of the project; submission of drawings and procedures to the Railroad; for all incidental costs imposed by the Railroad on the Contractor in accordance with the terms and conditions set in these Specifications; meeting all insurance requirements as described herein; for any cost incidental to or arising from the need to meet any or all requirements outlined, herein; for all materials, labor, tools, equipment, and incidentals necessary to complete the work.
- b. Payment for the Railroad Protective Liability Insurance requirements and all other required Insurance not normally held in force by the contractor shall be made under this Item. All other Insurances (such as, but not limited to, auto, etc.) required for this Contract shall be considered incidental to the Contract.

XIX. PROJECT INFORMATION:

- a. The following information shall be shown on all correspondence with the Railroad:
 - i. Date: January 16, 2018
 - ii. NS File No.: CX111 1876
 - iii. NS Milepost: WO-.75
 - iv. Sponsor's Project No.: T201500509

NOTE:

1. As stated above in this specification, the DelDOT will pay the Railroad directly for protective services required for this project. Should deviation from the sequence of construction plan by the Contractor result in additional costs for protective services than the method and sequence of construction originally shown in the Plans, then that additional cost shall be deducted from monies due the Contractor unless prior permission was obtained from DelDOT to revise the original method.
2. The Contractor's attention is drawn to the section that reads, in part:

"However, if the Contractor works within distances that violate instructions given by the Railroad's authorized representative or performs work that has not been scheduled with the Railroad's authorized representative, a flagman or flagmen may be required full time until the project has been completed."
3. If such "full time" flagging requirements are imposed by the Railroad because of the Contractor's negligence or willful disregard of Railroad requirements, the Contractor will be held responsible for extra cost involved. Time charges for flagging services provided, but not needed for legitimate pursuit of construction will be recorded and charges for such flagging time will be deducted from monies due the Contractor.

1/02/18

