

Addendum #1 and Receipt

Request for Proposals Engineering and Design of the Cliff Street Underpass to Steamtown National Historic Site

This will be an acknowledgement that I/we have received ADDENDUM #1, which becomes part of the contract and modifies the original bidding documents.

Please return a copy of this document completed and signed along with your Proposal submission.

Failure to reply will subject the bidder to be disqualified.

Addendum 1

You are invited to attend a Pre-Bid Conference scheduled for Wednesday, March 17, 2021, at 11:00 a.m. via the link provided below. This Pre-Bid Conference is required to be able to submit a Proposal regarding this project.

Join Zoom Meeting

<https://us02web.zoom.us/j/85603343391?pwd=eIN5cE1tUFU2OGc5cUZleWVLOU9sZz09>

Meeting ID: 856 0334 3391

Passcode: 862957

One tap mobile

+13017158592,,85603343391# US (Washington DC)

+13126266799,,85603343391# US (Chicago)

Dial by your location

+1 301 715 8592 US (Washington DC)

+1 312 626 6799 US (Chicago)

+1 646 558 8656 US (New York)

+1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston)

+1 669 900 9128 US (San Jose)

Meeting ID: 856 0334 3391

Find your local number: <https://us02web.zoom.us/j/kdVSK0QOe7>

1. RFP – Page 2, B. 1 reflects an incorrect date. The date for submittal should mirror the date included in the Legal Ad and on the first page of the RFP. Proposal submittals are due no later than Wednesday, March 31, 2021 at 10:00 a.m.
2. Please be advised that the Pennsylvania Northeast Regional Railroad Authority is the owner of the Cliff Street Underpass and the Delaware-Lackawanna Railroad is the Lessee and operating railroad over the Underpass. Additionally, the attached “Special Services Document” should be included in any and all bid documents or Requests for Proposals. Insurance requirements are included in these Special Provisions and both parties should be listed as additional insureds.
3. Please note as stated in the Request for Proposals that entities need to email Mary-Pat Ward at mpward@scrantonpa.gov to formally confirm that you will be submitting a Proposal through the Dropbox link provided.
4. The Lackawanna Heritage Valley Association invites you to an on-site meeting regarding this project. This meeting is not required.

Where: Electric City Trolley Museum

300 Cliff Street, Scranton, PA, 18503

When: Thursday, March 18, 2021

Time: 11:00 a.m.

Contact for additional directions/if lost: April Rogato 570-963-6730 x.8200

Name: _____

Address: _____

Company: _____

Phone: _____

Authorized Signature _____ Date _____

Special Service Request

Services for Property Protection (SPP), Train Control, Engineering and Dispatching
Required while on DL/PNRRRA Property

Delaware-Lackawanna Railroad

280 Cliff Street, 3rd Floor, BR.60 Tower
Scranton, PA 18503

Email completed form: lransom@gvtrail.com

Fill in all blanks legibly and return to the DL RR for services

PROPERTY OWNER: Pennsylvania Northeast Regional Railroad Authority (PNRRRA)

OPERATING RAILROAD: "the" Delaware- Lackawanna Railroad (DL)

YOU MUST PROVIDE ALL the REQUIRED INFORMATION

Date(s) requesting: _____ Start time: _____

DAY(S) (circle): SU MO TU WE TH FR SA

Name of Contractor: _____ Attn:: _____

Mailing Address: _____ Phone: _____

On site Foreman's Name: _____ Phone: _____

Project Location: _____ RR MP/Street Location: _____

Specific Meeting Location for the RR SPP: _____
Municipality

Brief Description of Work: _____

PNRRRA Lease Agreement Number: _____

Contact the PNRRRA at: (570) 963-6676 if NO agreement exists

Is this a PennDOT job: YES _____ NO _____

PennDOT reimbursement agreement # with the DL RR: _____

Official use only

BILLING INFORMATION- COMPANY RESPONSIBLE FOR PAYMENT

Company/Municipality Name: _____

Attn: _____ Email address: _____

Mailing Address: _____ Phone: _____

Special Provisions Attached hereto and made a part hereof.

DELWARE-LACKAWANNA RAILROAD CO., INC.
PENNSYLVANIA NORTHEAST REGIONAL RAILROAD AUTHORITY
Special Provisions
Required During Construction

Terms and Conditions of Entry Permit:

Contractor will be responsible for securing all applicable permits prior to the start of construction.

DL Railroad Charges:

A Railroad Service Property Protection Specialist (SPP) is required during **all work on railroad property**. Services must be scheduled a **minimum of THREE weeks prior** to requested start date, unless prior arrangements have been made through the DL RR (570-343-4580). MINIMUM NOTICE does not guarantee a SPP will be available for the requested dates. Rates are subject to change without notice, call the RR for current rate.

Monday- Friday (07:00-19:00) (O/T rate \$131.25 per hr.)

Minimum charge	8 hr day charge-	\$1,050.00
	9 hr day charge-	\$1,181.25
	10 hr day charge-	\$1,312.50
	11 hr day charge-	\$1,443.75
	12 hr day charge-	\$1,575.00

Saturday-Sunday- Holidays-Overnight (19:00-07:00) (O/T rate \$312.50 per hr.)

Minimum charge	8 hr day charge-	\$2,500.00
	9 hr day charge-	\$2,812.50
	10 hr day charge-	\$3,125.00
	11 hr day charge-	\$3,437.50
	12 hr day charge-	\$3,750.00

BE ADVISED: The Railroad cannot guarantee SPP availability for additional consecutive days other than what is originally scheduled. The project will be shut down until further arrangement can be made according to our SPP schedule.

The contractor is responsible to contact the assigned SPP and/or the Railroad office NO

LESS than 2 hours prior to start time if for any reason the job must be cancelled on that day. Failure to contact the SPP or the railroad office will result in charges for the day.

NO TEMPORARY CROSSING may be established for use of transporting materials or equipment across the tracks of the Railroad unless specific authority for its installation, maintenance and removal have been authorized by the DL Railroad Superintendent and a separate agreement has been completed with the PNRRA. The contractor requesting the temporary crossing will be responsible for all costs associated with the installation, maintenance and removal of said crossing. All railroad work must be done by a PennDOT approved Railroad Contractor. Installation and removal is at the sole discretion of the DL Railroad. Request for installation of a temporary grade crossing can be made by contacting the DL Railroad at 570-343-3450 or sending an email to: lransom@gvtrail.com

ENGINEERING- Initial Review \$2,000.00 - \$2,500.00 and \$95.00/hr for follow up.

PNRRA Charges:

In addition if temporary private crossings are required over PNRRA/DL trackage a **separate agreement** is required with the PNRRA, \$5750 for up to twelve months.

If a Temporary Longitudinal Right of Way Access License Agreement (Roadway) is required over PNRRA/DL trackage a **separate agreement** is required with the PNRRA, \$2,500.00 per mile for first 6 months, \$3,000.00 per mile for next 6 months. \$3,000.00 per mile for additional six months up to a maximum of two (2) years. Minimum fee \$2500.00.

General Release/Right of Entry Agreement - \$250.00 plus \$100.00 per day after the first day.

****ALL Terms and Conditions of the Entry Permit must be met and proof of insurance must be in the hands of the DL/PNRRA before a SPP will be assigned.**

CONTRACTORS ON RAILROAD PROPERTY INSURANCE REQUIREMENTS

Contractor shall, at its sole cost and expense, procure and maintain during the life of this agreement the following insurance coverage.

- a) Commercial General Liability Insurance. This insurance shall contain broad form contractual liability with a combined single limit of a minimum of \$2,000,000 each occurrence and an aggregate limit of at least \$4,000,000. Coverage must be purchased on a post 1998 ISO occurrence form or equivalent and include coverage for, but not limited to the following:
- Bodily Injury and Property Damage
 - Personal Injury and Advertising Injury
 - Fire Legal Liability
 - Products and Completed Operations
 - Contractual Liability

This policy shall also contain the following endorsements or language, which shall be indicated on the certificate of insurance:

- The definition of insured contract shall be amended to remove any exclusion or other limitation for any work being done within 50 feet of railroad property
 - The policy shall contain a Waiver of Subrogation in favor of DL Railroad and PNRRA
 - Additional Insured endorsement in favor of DL Railroad and PNRRA
 - Separation of Insureds
 - The policy shall be primary and non-contributing with respect to any insurance carried by the Railroad
- b) Business Automobile Insurance. This insurance shall contain a combined single limit of at least \$1,000,000 per occurrence, and include coverage for, but not limited to the following:

- Bodily Injury and Property Damage
- Any and all vehicles owned, used or hired

Such insurance policy shall be endorsed to provide a Waiver of Subrogation in favor of DL Railroad and PNRRA and shall name DL Railroad and PNRRA as Additional Insureds.

- c) Workers Compensation and Employers Liability insurance including coverage for, but not limited to the following:
- Contractors statutory liability (Part A) under the workers compensation laws of the state(s) in which the work is to be performed

- Employers Liability (Part B) with limits of not less than \$1,000,000 for bodily injury by accident, each accident; \$1,000,000 for bodily injury by disease; \$1,000,000 for bodily injury by disease each employee.

Such insurance policy shall be endorsed to provide a Waiver of Subrogation in favor of DL Railroad and PNRRA

- d) Railroad Protective Liability Insurance (ISO-RIMA form or equivalent form approved by the DL Railroad and PNRRA) covering the Work to be performed at the designated job site and affording protection for damages arising out of bodily injuries or death, injury to or destruction of property including the damage to the insured's own property. The limit of liability shall be at least \$2,000,000 each occurrence and \$6,000,000 annual aggregate. Such insurance shall name the DL Railroad/PNRRA and any other Indemnities, their officers directors and employees as the Named Insured and shall amend the definition of "Physical damage of property" to mean direct and accidental loss of or damage to "all property of any Named Insured and all property in any Named Insured's care, custody or control".
- e) Where allowable by law, all policies (applying to coverage listed above) shall contain no exclusion for punitive damages and certificates of insurance shall reflect that no exclusion exists.
- f) Contractor agrees to waive its right of recovery against DL Railroad and PNRRA for all claims and suits against DL Railroad and PNRRA. In addition, its insurers through the terms of the policy or policy endorsement, waive their right of subrogation against the DL Railroad and PNRRA for all claims and suits. Contractor further waives its right of recovery, and its insurers waive their right of subrogation against the DL Railroad and PNRRA for loss of its owned or leased property or property under Contractor's care, custody or control.
- g) Contractor is not allowed to self insure without the prior written consent of the DL Railroad and PNRRA. If granted by Railroad/PNRRA, any deductible, self insured retention or other financial responsibility for claims shall be covered directly by Contractor in lieu of insurance. Any and all Railroad liabilities that would otherwise, in accordance with the provisions of this Agreement, be covered by Contractor's insurance will be covered as if Contractor elected not to include a deductible, self insured retention or other financial responsibility for claims.
- h) Prior to commencing the Work, the Contractor shall furnish to DL Railroad and PNRRA an acceptable certificate(s) of insurance evidencing the required coverage, endorsements or amendments.
- i) Any insurance policy shall be written by a reputable insurance company acceptable to Railroad or with a current Best's Guide Rating of A- and Class VII or better, and are authorized to do business in the state(s) in which the service is to be provided.
- j) The policy(ies) shall require the insurance company(ies) notify the DL Railroad and PNRRA, in writing, at least 30 days prior to any cancellation, non-renewal, substitution or material alteration. This cancellation provision shall be included on the certificate of insurance.
- k) If any portion of the Work is to be subcontracted by Contractor, Contractor shall require that the subcontractor shall provide and maintain insurance coverages as set forth herein, naming the DL Railroad and PNRRA as additional insured and shall require that the subcontractor shall release, defend and indemnify the DL Railroad and PNRRA to the same extent and under the same terms and conditions as Contractor.
- l) The fact that insurance (including, without limitation, self insurance) is obtained by Contractor shall not be deemed to release or diminish the liability of Contractor, including, without limitation, liability under the indemnity provisions of this Agreement. Damages recoverable by the DL Railroad and PNRRA shall not be limited by the amount of the required insurance coverage.

Other Requirements:

- a) Construction work shall be done under the movement of freight and passenger trains.
 - b) The terms of the DL/PNRRRA standard agreement/provisions are NON-NEGOTIABLE. Please do not attempt changes or alterations.
 - c) The Contractor shall be solely responsible for the safety of its agents, employees and subcontractors (“**Contractor Personnel**”).
 - d) The Contractor shall comply with all applicable health and safety legislation, regulations and codes applicable to the work. Personal Protective Equipment is required.
 - e) Contractor Personnel must not walk, stand or sit on the rails or ties, as the rail surface can be extremely slippery.
 - f) Contractor Personnel shall stay away from track switches and any other railroad devices and shall not disturb or foul the ballast at any time.
 - g) Contractor Personnel must not foul the track with any piece of equipment without a DL SPP and proper protection.
 - h) Contractor Personnel must not perform work activities within 25’ of the track while trains are passing through the work site unless specifically authorized by the DL SPP. Contractor Personnel must always be alert when a train is passing, watching for flying debris or loose rigging that may cause injury.
 - i) Good communication between the Contractor Personnel and DL’s SPP is imperative. The contractor must assign one (1) employee in charge (EIC) who is on site and able to communicate effectively with the DL SPP. The SPP controls the site. Names and contact numbers must be exchanged.
 - j) Contractor Personnel shall not move equipment across the tracks except at established road crossings, or unless under the protection and authorization of a DL SPP and only if the job site has been properly prepared for such a move.
 - k) Contractor personnel performing duties on railroad property and the DL SPP must participate in a daily job briefing. All Contractor Personnel who miss or arrive later must speak with the DL SPP and the contractors EIC for a job briefing upon arrival at the job site.
 - l) Equipment or material left on the Railroad property on nights or weekends must be secured in a safe position well clear of all tracks to prevent accidental contact with trains and moving equipment and to not restrict train crew sightlines and must be authorized by DL Railroad.
 - m) Upon Completion of work, the contractor must remove all machinery, equipment, surplus materials, and rubbish from the limits of the Railroad right-of-way.
 - n) Anytime a unusual occurrence or safety risk occurs on a project all work stops immediately until a report and investigation is completed. Railroad management will advise if and when work can resume. Delay of train and associated charges may apply.
1. All work must be performed in accordance with Title 49 Code of Federal Regulations Part 214 Subpart A—Railroad Workplace Safety and Title 49 Code of Federal Regulations Part 214 Subpart C—Roadway Worker Protection. Contractors who are not certified may contact “the” Delaware-Lackawanna Railroad Co., Inc. at 570-343-4580 to arrange for a certification class prior to commencement of this project for all employees who will be on PNRRRA/DL property during project. Proof of Certification must be received by

PNRRA prior start of construction. The cost of this class is \$595.00, for a class up to 20 people . *If you do not have a copy of these regulations please contact the PNRRA and one will be provided to you.*

2. The Delaware-Lackawanna Railroad and Pennsylvania Northeast Regional Railroad Authorities General Offices and a portion of operating rights go through a National Park, located within the complex of Steamtown National Historic Site (SNHS). If you require access or to perform work over on or through the SNHS the below applies:

- Vehicles, such as automobiles, trucks, etc., operated by Contractor, its employees or is agents shall adhere to the park speed limit of ten (10) miles per hour while operating within the park boundaries. Such vehicles are strictly prohibited from fouling NPS owned track and shall remain at a distance of four (4) feet from the rails to prevent fouling.
- If you are a Contractor NOT doing work for the DL or PNRRA you must contact SNHS for regulations and permits to work within the NPS Complex.

Charlene Doyle, VP of Administration
Pennsylvania Northeast Regional
Railroad Authority
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