

**City of New Castle Delaware
City Council Public Hearing
New Castle Senior Center*
400 South Street, New Castle, DE 19720
Tuesday, December 10, 2024
6:45 p.m.**

PUBLIC HEARING

The City Council will hold a Public Hearing on:

Ordinance 552 An Ordinance to Establish a new Chapter 77 in the New Castle City Code Relating to Election Candidacy Declaration Requirements.

The Public Hearing is scheduled for Tuesday, December 10, at 6:45 p.m. at the Senior Center, 400 South St, New Castle, DE 19720. The Public Hearing will be followed by the December City Council meeting at 7:00 p.m. or immediately after the Public Hearing has ended.

Posted: 12/03/2024

If you are unable to attend the Public Hearing, questions and comments will be taken via email up to 3:00 p.m. on Tuesday December 10, 2024 at info@newcastlecity.delaware.gov.

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**City of New Castle Delaware
City Council Regular Meeting
New Castle Senior Center*
400 South Street, New Castle, DE 19720
Tuesday, December 10th, 2024
7:00 p.m.**

Agenda

Roll Call

Minutes 11-12-2024

Staff Reports

- Treasurer's Report
- Reports from the City Administrator & Staff
- Council Communications
- Report from the Council President
- Business from the Mayor
- Comments from a Good Will Fire Co. representative

Public Comments (concerning agenda items or general public comments on matters relating to the City of New Castle)

Old Business:

1. **Second Reading, Discussion, and Possible Vote of Ordinance 552** An Ordinance to Establish a new Chapter 77 in the New Castle City Code Relating to Election Candidacy Declaration Requirements. (Council President Souder, Posted 11/4/2024)

New Business:

1. **Council Discussion, Possible Motion and Vote on** the Award of the FY 2025 Citywide ADA Sidewalk Improvements Contract (Council President Souder, Posted 12/3/2024)
2. **Council Discussion, Possible Motion and Vote on** Bull Hill Boat Yard Lease Agreement (Councilperson Day, Posted 12/3/2024)
3. **Council Discussion, Possible Motion and Vote on Resolution 2024-46** A Resolution Requesting a Charter Change for Wage Tax and Lodging Tax (Councilperson Brian Mattaway Posted 11/4/2024)
4. **Council Discussion, Possible Motion and Vote on Resolution 2024-47** A Resolution to Re-Appoint- Gail Seitz to the Flood Resiliency Committee (Council President Souder, Posted 12/3/2024)
5. **Council Discussion, Possible Motion and Vote on Resolution 2024-48** A Resolution to Re-Appoint- Alice Riehl to the Tree Advisory Commission (Council President Souder, Posted 12/3/2024)
6. **Council Discussion, Possible Motion and Vote on Resolution 2024-49** A Resolution Approving an Encroachment at 105 The Strand
7. **Presentation and Council Discussion and Potential Action** regarding establishing a City of New Castle Legacy Fund with the Delaware Community Foundation. (Councilperson Brian Mattaway Posted 12/3/2024)
8. **Discussion and Possible** Vote regarding City Awards for Employee, Citizen, and Business Awards for Exemplary Service, Leadership, and Civic Engagement in accordance with Resolution 2024-5 (Councilperson Brian Mattaway Posted 12/3/2024)

Next Regular Meeting Date: January 14, 2025

Posted: 12/3/2024

Note: This agenda as listed may not be considered in sequence, including executive sessions.

*You can also view the meeting online at the address below. A clickable link is available on the City website at www.newcastlecivil.delaware.gov/events.

There will be no comments taken from the Zoom audience; comments may be submitted via email up to **3:00 p.m. on Tuesday, December 10th, 2024** at info@newcastlecivil.delaware.gov

Meeting Link: <https://us02web.zoom.us/j/83870297863?pwd=mlo643bQeiNTTVSFsznsMbv3apa2vQ.1>
Enter Password: **015107**

You can also listen to the meeting via telephone by calling one of the phone numbers below and entering the meeting ID and password when prompted. (Long distance rates may apply.)

(301) 715-8592 or (646) 558-8656.

Webinar ID: 838 7029 7863 Passcode: **015107**

City of New Castle Delaware
City Council Public Hearing
1 Municipal Boulevard
Tuesday, November 12, 2024
6:45 p.m.

Call to Order: 6:45PM

Roll Call

Present: Council President Suzanne M. Souder
Councilperson Joseph F. Day, III
Councilperson Nermin Zubaca
Councilperson Andrew Zeltt
Councilperson Brian Mattaway

Also present: Max Walton, Esquire, City Solicitor
Mayor Valarie Leary
Antonina Tantillo, City Administrator
James Whisman, City Treasurer
Jeff Bergstron, City Building Official
Christopher Rogers, City Planner
Police Chief Richard McCabe
Good Will Fire Chief David Majewski

Council President Souder called the November 12, 2024, City Council Public Hearing to order at 6:45 p.m.

Ordinance 548 – An ordinance to amend the City of New Castle Municipal Code, Chapter 230 (Zoning Code), regarding minimum lot frontage and wetlands.

Ordinance 550 – An Ordinance to Impose a Moratorium on Large Apartment Structures

Ordinance 551 – An Ordinance to amend the City of New Castle Municipal Code, Chapter 221 (taxation), to add a tax incentive for resident firefighters.

Council President Souder turned the Hearing over to Mr. Walton. Mr. Walton gave a brief explanation of the three Ordinances.

Ordinance 548 – This ordinance is to amend the City Code to eliminate the practice of creating orphaned parcels. Mr. Walton explained what an orphaned parcel is, how it is created, the negative results of creating an orphaned parcel, and how Ordinance 548 will eliminate the creation of orphaned parcels. Mr. Walton added that an exemption to change the verbiage of Section 8 was added to the Ordinance that is not reflected in the Council Packet, noting that a copy of the exemption was provided to each of the Council Members separately. Mr. Walton read the proposed Section 8 and explained the reason the language was changed.

November 12, 2024

Ordinance 550 – This Ordinance is for a temporary moratorium on accepting an application proposing multi-family dwellings with more than fifteen (15) units that would last until December of 2025. Mr. Walton noted that moratoriums can be controversial and much research and study will be required if council passes the Ordinance.

Ordinance 551 – This Ordinance is to add a tax incentive for active resident firefighters and members of the Ladies Auxiliary. The tax incentive is a property tax refund of up to \$500 per person, or up to \$900 per household with two or more resident firefighters as defined in §221-27B.

Public Comment

Phil Gross – 1301 13th Street

- Ordinance 548 – Mr. Gross spoke in favor of Ordinance 548.
- Ordinance 550 – Mr. Gross opined that the moratorium should apply to proposed multi-family dwellings with more than ten (10) units.
- Ordinance 551 – Mr. Gross spoke in favor of Ordinance 551.

David Connell – 725 Clymer Street

Mr. Connell thanked Council.

Amanda Rose

Ordinance 551 – Ms. Rose asked Council to consider the fact that this would be discriminatory to people of color and low-income individuals. Accessibility to the city should be considered as far as businesses are concerned and bringing new residents into the city. She added that the housing crisis in Delaware is also impacting the city.

Dorsey Fiske

- Ordinance 550 – Ms. Fiske spoke in favor of Ordinance 550 and thanked Councilperson Mattaway for initiating it.
- Ordinance 551 – Ms. Fiske spoke in favor of Ordinance 551.

There being no further public comment on the Ordinances, Council President Souder closed the Public Hearing at 6:55 p.m.

Respectfully submitted,

Kathleen R. Weirich
City Stenographer

Next Regular Meeting Date: December 10, 2024
Posted: 11/4/2024

City of New Castle Delaware
Regular City Council Meeting
Meeting Held in Person and via Zoom
Tuesday, November 12, 2024
7:00 p.m.

Call to Order: 7:00 PM

Roll Call

Present: Council President Suzanne M. Souder
Councilperson Andrew Zeltt
Councilperson Brian M. Mattaway
Councilperson Nermin Zubaca
Councilperson Joseph F. Day, III

Also present: Max Walton, Esquire, City Solicitor
Mayor Valarie Leary
Antonina Tantillo, City Administrator
James Whisman, City Treasurer
Jeff Bergstron, City Building Official
Christopher Rogers, City Planner
Police Chief Richard McCabe
Good Will Fire Chief David Majewski

Council President Souder called the November 12, 2024, City Council meeting to order at 7:00 p.m. Roll call followed and a quorum to conduct business was declared.

DelDOT Presentation regarding Delaware Street Railroad Crossing Improvements

Council President Souder introduced John Hermes of Century Engineering to review DelDOT's railroad crossing improvement project. Mr. Hermes explained that the project will be completed in three (2) phases:

Phase 1: The overhead school zone lights will be upgraded and replaced. The new lights will be on the side of the road. Phase 1 will be completed by the end of 2024.

Phase 2: Traffic signal work at the intersection of the shopping center will be improved. The existing span wires will be removed and mast-arms will be installed. Improvements to the crosswalks will also be made during this phase. Everything else at the intersection will remain the same. There may be lane closures during the work. Phase 2 is set to begin in the spring of 2025.

Phase 3: The 8th Street access will be closed. Norfolk Southern will put in new signals and gates, and repave the roadway. The crossing will be milled over and repaved, which will minimize the impact of the work.

The Delaware Street entrance will be realigned slightly to give traffic traveling through to the Delaware Memorial Bridge and elsewhere the idea that the main road goes around the curve and not straight into the City. A signaled pedestrian crossing will be put in for access to the “island”. Mr. Hermes noted that the design and location of the Gateway signage is still not finalized.

Mr. Hermes stated that DelDOT does not have the final cost for Phase 3, nor does it have all the construction funding yet; however, the goal is to start Phase 3 in summer 2025.

Because of the curb line changes there will be lane closures, with the biggest impact to Delaware Street, which will need to be detoured during construction; and DelDOT is working on detour plans now.

Mr. Hermes identified the area that would be repaved, which he opined will be the most impacted time of the project.

At the conclusion of the presentation Mr. Hermes responded to questions from Council members and the assembly:

- Drainage pipes under and along the railroad will not be touched. This was a part of the project at one time; but it was removed. Mr. Hermes explained that the drainage system does work; however the outfall behind Walgreens often gets blocked up. Norfolk Southern hopes to have something done about that after Thanksgiving; and if they cannot do anything then, they will notify DelDOT. Neither the City nor DelDOT has the authority to clean out that ditch.
- It is expected that Phase 3 will take approximately 45 days to complete. The exact schedule for Phase 3 has not yet been set. Mr. Hermes stated that the goal is to have Phase 3 completed in 2025. He added that DelDOT does not have a signed contract with Norfolk Southern yet. Mr. Hermes also noted that the railroad signals will be upgraded at the same time the traffic signals are upgraded
- Funding for Phase 3 will come from DelDOT.
- The traffic pole and the pedestrian push-button will be closer to the crossing.
- Mr. Hermes stated that using a diagonal crossing has not been discussed in detail. He noted that the diagonal crossing creates many issues because of the delay and amount of time; and this is a critical intersection. Mr. Hermes said that he could bring up the diagonal crossing again; however, after meeting with ADA, the partial “box” design was considered the optimum choice.
- Mr. Hermes noted that if the City wants the existing Gateway sign relocated that can be discussed and added to DelDOT’s contract.
- Regarding 8th Street, DelDOT is not proposing any major physical feature and the plan is to dead-end 8th Street with a curb across the width of the road with drainage and a sidewalk connection. DelDOT is not able to put in a sidewalk all the way to Tremont. There is sufficient space to do a 3-point turn.

A member of the assembly noted that St. Gabriel’s Lodge had requested to acquire the closed-off portion of 8th Street, which would mean 8th Street would end at Tremont. Mr. Hermes stated that DelDOT has no authority on 8th Street.

A member of the assembly noted that (1) the St. Gabriel’s parking lot is private property; and (2) a house across the street has right-of-way ownership from the track property to the street and the City cannot just give up the dead-end to St. Gabriel’s.

- Mr. Hermes stated that during discussions with the New Castle Elementary School (the School) they stated they were not in favor of a traffic light at 9th and Delaware Streets because it would cause serious disruptions with drop-off and crossing guards.

In response to a suggestion from Councilperson Mattaway, Mr. Hermes stated that they could reach back out to the School to verify that they still do not want a traffic light; however that would cause budget issues.

A member of the assembly stated that the School is on a bend and without having a traffic light it is a hazard. Mr. Hermes noted that a Traffic Study was done on that intersection.

Council President asked the assembly to stand for the Pledge of Allegiance.

Minutes

A motion to approve the minutes of the October 8, 2024 City Council regular meeting as amended was made by Councilperson Zeltt. The motion was seconded by Councilperson Zubaca. The motion was unanimously passed with Councilperson Day abstaining from the vote.

A motion to approve the minutes of the October 21, 2024, City Council special meeting as presented was made by Mr. Day. The motion was seconded and unanimously passed.

Treasurer’s Report

Mr. Whisman presented the unaudited Treasurer’s Report as of October 31, 2024:

Total unrestricted funds	\$10,308,296.40
Total restricted funds	\$ 3,369,901.56
Total cash	\$13,678,197.96

Mr. Whisman stated that the City is in very good financial health.

A motion to approve the Treasurer’s Report as presented subject to audit was made by Councilperson Mattaway, seconded by Councilperson Zubaca, and unanimously carried.

Reports from the City Administrator and Staff

Report From the City Administrator

- Code Enforcement Officer – The new Code Enforcement Officer, Mr. Duncan, began this month. An additional job posting will be completed in the coming weeks. It will be posted internally and then will go public.

- City Website – The City Website will be updated this week with the Large Building Project updates. The City is working with the University of Delaware to implement additional upgrades to the website this spring.
- Floating Pier – The contractor completed driving the test piling, the analysis, and the design. A limited approval was issued so the dock and gangway can be ordered. When it is set, the installation timeline will be shared with Council.
- Portable Stage – The new stage was delivered last week.
- ADA Sidewalks – A second bid opportunity for the FY 2025 ADA Sidewalk Improvement Project was prepared and posted. Bids will be open until November 20th at 1:30 p.m. A pre-bid meeting was held on November 9th. Additional comments and addendums were made to bid specifications and sent out to those who requested the Bid Packet. Anyone interested in requesting the Packet should contact the City Administration Office.
- Grant Updates
 - The City worked with ONCOR to submit a grant application for Phase 2 of the Battery Park Playground.
 - The City worked with the New Castle Community Partnership to submit an M&T Grant for the Dog Park.
 - The City is working to complete additional grants, including Cybersecurity Grants, a Homeland Security Grant, and a Solid Waste Infrastructure Grant.
 - The City received a TEDi – Tree for Every Delawarean Initiative Grant for trees in Susi Park and the future Dog Park.
- Dog Park – The City is getting quotes for a land survey for the Dog Park.
- Street Sweeping – Street sweeping ran from May through September. No tickets were issued; however, next year, the City will be stricter on compliance. Ms. Tantillo will follow-up on Councilperson Zeltt’s suggestion to create Facebook pages for each of the areas to remind them the day before. Ms. Tantillo noted that the Solid Waste Infrastructure Grant also covers magnets for street sweeping and waste collection schedules.
- Leaf Removal – Leaf removal began in October and will continue as long as needed. Leaves should be raked to the curb. It is helpful if residents bag their leaves. There is no specific day/date when leaves are picked up. It is not necessary to contact Public Works for leaf pick-up.

Report from Chief McCabe

Chief McCabe reported on the following:

- Target violations during the holidays will be: speed, impaired driving, and districted driving.
- Two Officers will be recognized by MADD this Thursday for their DUI Enforcements over the past year.

- Officers investigated a shooting on October 21st at Deemer's Landing where a round came through the wall into an adjoining apartment. Two Officers were assaulted by the residents and arrests were made. The primary contributing factor to the discharging of the weapon is still under investigation. No one was harmed.

Council Communications

Councilperson Mattaway

- Councilperson Mattaway thanked Ms. Tantillo and Councilperson Day for their work on the new Stage.
- Councilperson Mattaway thanked Council President Souder for her leadership in adding Item #10 of the Agenda to the discussions.
- Councilperson Mattaway stated that in an effort to eliminate a barrier to attend City Council meetings and thanks to a donation from Three Countries Pizza food will be offered at the December City Council meeting. He expressed his hope that this would be continued on a quarterly basis through donations from other local businesses.

Councilperson Zubaca

- Councilperson Zubaca applauded Councilperson Mattaway's efforts to eliminate any barriers to attending City Council meetings.
- Councilperson Zubaca also thanked Ms. Tantillo and Councilperson Day for their work on the new Stage.
- Councilperson Zubaca thanked Ms. Tantillo for her recent update on grants.
- Councilperson Zubaca encouraged residents to continue outdoor exercise as the days get shorter.
- Councilperson Zubaca thanked Chief McCabe for inviting Council members to the recent Special Olympics event; and encouraged residents to consider looking into their mission and support it any way possible.
- Councilperson Zubaca expressed his appreciation for the work being done on the Battery Park Playground to provide an inclusive place for children to play. He also thanked ONCOR for continuing their pursuit of grant funding.
- Councilperson Zubaca wished everyone a Happy Thanksgiving.

Councilperson Zeltt

- Councilperson Zeltt had no update.

Councilperson Day

- Litter Crew – The next New Castle Litter Crew event will be Saturday, October 16th from 10 a.m. to Noon in collaboration with the Community Collaboration of Delaware. The crew will meet in the parking lot south of Dobbinsville to clean up that area of the beach and the roadway. Volunteers are welcome.
- Councilperson Day recognized MSC. He noted that installation of the new water meters allowed MSC to notify him of water leaks in his house.

- Bull Hill Boat Yard Lease – Councilperson Day expects to be able to discuss the Bull Hill Boat Yard Lease at the December meeting.
- Councilperson Day thanked Ms. Tantillo for her work with the new Stage.
- Councilperson Day met with Trustee Clayton about security and cameras in the bathroom.

Report from the Council President

- MSC – Council President Souder recognized the MSC:
 - Members of MSC, including Scott Blomquist, General Manager, were among the crews who helped to restore power in North Carolina after the devastating hurricanes.
 - At a recent meeting of the Delaware League of Local Governments, two members of the Delaware Water Council spoke very highly of MSC, which was among the first in Delaware to filter PFAS from our drinking water. Council President Souder noted that MSC is about one year ahead of other agencies in the State.

Business From the Mayor

- Mayor Leary recognized the 11th Hour of the 11th day of the 11th month of 1918 – the day WWI ended. She asked the assembly to rise for a moment of silence in observance.
- Mayor Leary met with ONCOR and Thierry DuPont at the playground.
- Mayor Leary thanked Mr. Walton for his presentation at the Board of Adjustment Education Meeting. The recording is available online.
- Mayor Leary attended a Naturalization Ceremony at the New Castle Courthouse Museum with 26 new citizens from 11 different countries.
- Upcoming Events:
 - Wreath Workshop on December 5th and- 6th.
 - Spirit of Christmas on December 14th.
- Mayor Leary encouraged residents to consider volunteering at the Veterans' Administration.
- Mayor Leary wished everyone a Safe and Happy Thanksgiving.

Mayor Leary invited John Reeves to the podium to give an update on the Outreach Position. Mr. Reeves summarized the efforts and successes of the Outreach Program, including:

- Marketing/Communications – A new website; a new, expanded, and stronger social media platforms; location-based marketing with print assets; and a venue guide for event planners.
- Strategic Development – A strategic shift to more frequent, smaller events throughout the year; and a brand strategy based on new destination themes in addition to historical themes.
- Facilitating and Incubating New Events – The Farmers' Market on the Green and Tall Ships initiatives can be further developed to be sustainable and self-funding.

Mr. Reeves expressed his hope that City Council will consider future funding for a tourism-related position.

Comments From Good Will Fire Co.

Chief Majewski reported that:

- In October there were 279 total incidents: 157 EMS incidents and 122 fire/rescue incidents.
- The Burn Ban remains in effect as the drought and dry conditions continue.
- Chief Majewski thanked everyone who attended the Fire Prevention Open House that was held at the end of October. Smoke detectors are still available, as is assistance with installation.
- The Santa Schedule will be posted shortly.
- Breakfast with Santa is scheduled for Saturday, December 7th.
- Chief Majewski wished everyone a Safe and Happy Thanksgiving.

Public Comment

Dwayne Foster – Mercury Cafe

Mr. Foster stated that after doing his due diligence by speaking with neighbors abutting the property and completing all required inspections and obtaining all necessary permits, the B&B has begun booking. He thanked the City and Council for their accessibility during the process. Mr. Foster spoke to concerns of the small sector of residents who oppose the Tourist home, and referenced the City Code requirements that have been met.

Binnie Beale – 26 The Strand

Mr. Beale spoke in opposition of the new tourist home on Packet Alley in the Historic Residential District (HRD) of New Castle; and expressed his appreciation of City Council's willingness to discuss the matter. Mr. Beale noted that residents on The Strand are concerned about harm from undue commercialization of the HRD that is first and foremost, a residential area. He proposed that to maintain the residential character of the neighborhood short-term rentals must be in owner-occupied homes in the residential district; and proposed the following definition of short-term rentals as:

“A conditional use of a home whereby the record owner of the property designates the property as his legal principle residence, using one or more bedrooms while they are in residence overnight for the purpose of providing sleeping accommodations for paying guests for between 1 and 29 consecutive days.”

Mr. Beale further referenced the State and County Code.

Cheryl Faver – 15 East 2nd Street

Ms. Faver spoke on behalf of 15 signors of a document presented to City Council regarding the tourist home on Packet Alley. Ms. Faver read the prepared statement into the record that proposed a volunteer “stay-cation” project that would encourage residents to support local guest

accommodations. Ms. Faver added that the goal is to encourage young entrepreneurs in New Castle.

Cynthia Batty – 18 East 3rd Street

Ms. Batty spoke in opposition of the temporary bike racks at 114 Delaware Street. She stated her understanding that it was an experiment, and that the racks have been up for 48 days. During that time, it has been observed that the number of bikes utilizing the bike racks totals ten (10); adding that 92% of the time during the 48 days the bike racks were unoccupied.

Ms. Batty added that the bike racks located at Nora Lee’s accommodates 30 bikes, has water and pumps; and assuming two (2) vehicles parking in that space per day the total number of lost parking is 96.

Ms. Batty opined that the bike racks are not marketed, not desired, and are not needed.

Phil Gross – 1301 13th Street

- Mr. Gross concurred with Ms. Batty and suggested that the bike racks be moved to the Library.
- Mr. Gross opined that limiting public comment to Agenda items only restricts freedom of speech; and stated that the public should be able to discuss any topic or issue that is pertinent to that committee or board.
- Mr. Gross stated that election exclusions disallowing felons from running in an election are targeting him; and referenced the State Code that states if someone has an expungement or a pardon by the Governor they are allowed to run.
- Mr. Gross spoke in opposition to the proposed wage tax. Mr. Gross opined that a lodging tax and a business tax are appropriate.
- Mr. Gross stated that for the building moratorium, the City can put the moratorium on past approved projects pending their acceptance if they have not broken ground; and urged Council to add that as an addendum to Ordinance 550.

Barbara Belford – 29 The Strand

Ms. Belford read a prepared statement in opposition to the tourist home on Packet Alley; and requested Council to consider the effect of rental arbitrage on the integrity of the HRD.

Lori Williams – 30 The Strand

Ms. Williams spoke in opposition of the tourist home on Packet Alley, opining that commercial should not encroach on residential areas. She added that residential areas need to be preserved; and when you insert commercial into a residential area, residents automatically go on high alert.

David Brundage – 25 The Strand

Mr. Brundage spoke in opposition to the tourist home on Packet Alley, noting that his back fence adjoins the new tourist home. Mr. Brundage urged Council to consider that when commercial is inserted inside a residential area, he considers it a “foot-in-the-door” for anything else that may be proposed. He added that he does not want the responsibility of having to contact the authorities if there is an issue at the tourist home. Mr. Brundage added that Packet Alley is very narrow with high curbs and a tiny area to turn around; and opined that it will be difficult for

people who do not know how to navigate Packet Alley. Mr. Brundage urged Council to change the City Code.

Jeffrey Cheskin – 31 The Strand

Mr. Cheskin spoke in opposition to the tourist home on Packet Alley, noting that he was never contacted about the tourist home and only recently found out about it. Mr. Cheskin stated that his house is very visible from the tourist home and expressed his concern for the safety of his spouse and his possessions by having a tourist home on Packet Alley; adding that he moved to The Strand because of the beauty and the history, and does not want to have a hotel in his back yard.

Amanda Rose

Ms. Rose asked that Council consider the limitations that passing the Ordinance would have on existing businesses in the City and the opportunity for growth in the City. She added that the implications of setting hard boundaries on residential vs commercial properties could impact many private-owned businesses in New Castle. Ms. Rose opined that there is a goal to expand commercial within the town limits, but there is opposition to Airbnb's and apartments; and opined that seemed to be somewhat classist.

Dorsey Fiske

Ms. Fiske stated that there has never been a problem with someone renting a room as long as that person owns the house. She opined that what the residents want is a balance between residential and commercial. She added that there are a number of residences in the commercial district that could be turned into commercial in the future.

Ron Vukelich – 33 The Strand

Mr. Vukelich spoke on behalf of 29 residents and read a prepared statement regarding the tourist home on Packet Alley. Mr. Vukelich made three points:

- Short term rentals have been the model for many decades, and that format where part of the homeowner's primary residence is to let to travelers should be acceptable in the HRD neighborhoods.
- Updating the City Code for a tourist home so it complies with the State definition and having this format operate in the commercial district is also a solution.
- Some residents are particularly sensitive to an owner subletting a home to an agent.

Mr. Vukelich stated that considering the proper place for short-term rentals in the City is generic and is not directed at any particular person or persons, but is being considered for the purpose of establishing a set of principles that is fair to the residents and the commercial community. Mr. Vukelich recommended that Council to move the short-term rental question to the Planning Commission.

David Connell – 725 Clymer Street

- Mr. Connell opined that a 3-story structure in Dobbinsville with a balloon ceiling construction is a fire hazard.
- Mr. Connell gave his opinion of the new Code Enforcement Officer.

Patty Isaac Hanson – 49 The Strand

Ms. Hanson spoke in opposition of the tourist home on Packet Alley. She stated that the residents of The Strand are not about commercial, and they just want to live their lives. She expressed her concern for her grandchildren and worrying about them playing in the yard without an issue and stated that she wants to sleep at night without sirens and things going on. Ms. Hanson also expressed her disappointment that individuals who they thought came to New Castle to join the community and be their neighbors only came to be opportunists.

Old Business

Second Reading, Discussion, and Possible Vote of Ordinance 548 – An Ordinance to Amend the City of New Castle Municipal Code, Chapter 230 (Zoning Code), Schedule of District Regulations, Regarding Minimum Lot Frontage and Wetlands.

Council President Souder briefly explained the purpose of Ordinance 548. She read the proposed revision to Section 8 that Mr. Walton previously discussed and read the new Section 8 language; stating that the new language is being proposed for clarity and to avoid any legal issues. Mr. Walton provided a brief clarification of the doctrine of vested rights.

Mr. Walton clarified several items:

- The purpose of the Ordinance is to prevent the creation of orphaned parcels that can become a burden to the City.
- Any project that has already been approved is exempt from the Ordinance.
- If the Ordinance is passed, there is still an ability to appeal through the Board of Adjustment.
- To Mr. Walton’s knowledge the Battery is the only project that is exempt from Ordinance 548.

A motion to approve the amendment to Section 8 as presented was made by Councilperson Day. Councilperson Zubaca seconded the motion and the motion passed unanimously.

A roll-call vote on Ordinance 548 was taken:

Council President Souder – Yes

Councilperson Day – Yes

Councilperson Zubaca – Yes

Councilperson Zeltt – Yes

Councilperson Mattaway – Yes

Ordinance 548 passed unanimously.

Second Reading, Discussion, and Possible Vote of Ordinance 550 – An Ordinance to Impose a Moratorium on Large Apartment Structures.

Councilperson Day

Councilperson Day stated that a moratorium is generally issued in an emergency situation and this is a very drastic measure for a municipality to take. He added that new development is expressly what the City wants in the downtown district. Questions/concerns posed by Councilperson Day included:

- Who is performing the evaluation?
- Where is the budget funding coming from?
- Why is December 9th the date?
- Who is picking out the hypotheticals?
- Who is deciding if MSC and/or the Police Department ready for this?
- Have any of the services come to the City to state that they cannot meet the demand?

Councilperson Day concurred that there is a traffic problem in the City; but argued that the problem is the cut-through traffic and not residential traffic. Councilperson Day reiterated his concerns and questioned the logic of Council approving a moratorium that would shut down development and eliminate new property tax revenue, while at the same time considering instituting a wage and lodging tax.

Councilperson Day stated he is not in favor of the Ordinance as presented; asserting that it needs to be more thought out and a real plan needs to be in place. He added that an apartment complex has not been built in the City in the past five (5) years, and reviewed recent development that has been approved.

In response to a question from Councilperson Day, Mr. Bergstrom stated that there is minor construction of 27 units and the Battery will probably proceed; however, there has been no movement on 610 West 7th Street or River Edge.

Mr. Walton reiterated that he is not aware of any projects that will be impacted by the Ordinance. Councilperson Day stated that if the Ordinance does pass (without his support) the effective date of the moratorium should be the date it the Ordinance is approved and not the date it was first introduced.

Councilperson Zeltt

Councilperson Zeltt said that he has concerns about many of the items Councilperson Day brought up and stated that he is not in favor of Ordinance 548.

Councilperson Mattaway

Councilperson Mattaway responded, citing numerous sections of the City Code; the fact that the Administration and most Boards and Commission are comprised of new members; and the issues that the City is facing, including: flooding, infrastructure, and technology. Councilperson Mattaway stated that WILMAPCO and the EPA are willing to conduct Community Workshops in the City to address some of these issues; and MSC is upgrading its technology. Also, First Responders will do analysis on the number of runs and how we prepare for the growth of New Castle.

Councilperson Day

Councilperson Day opined that it comes down to: (1) Who is doing the evaluation, and (2) Who is paying for it? He added that if an RFP for an evaluation is put out today, it would take approximately 90 days to hire someone to do the evaluation; and then the funds to do it have to be found.

Councilperson Day agreed that Councilperson Mattaway's wish list is commendable. He stated, however, that he did not understand the correlation between a moratorium on apartment development and that wish list; and reiterated that it all comes down to who does the evaluation and how much it costs. Councilperson Day added that traffic is a DelDOT issue; and Council can advocate with its Senators, but New Castle does not have the money to pay for infrastructures on its main intersections.

Councilperson Mattaway

Councilperson Mattaway noted that the Planning Commission will be conducting a review of the Comprehensive Plan (CP) and these things can be added to the CP and to the Code to better enhance the city and to have a better ability to respond to residents and visitors. Councilperson Mattaway made reference to additional sections of the Code.

Councilperson Day

Councilperson Day reiterated that he does not disagree that during the update to the CP some of the issues can be done; however, the proposed evaluation is much bigger than an update to the CP.

Mr. Rogers stated that an update to the CP is a high-level view of the vision for the City; and the upcoming review is the 5-year review to ensure the CP is still meeting the city's needs. The update of the CP happens every 10 years. Mr. Rogers stated that the types of detailed studies being inferred in Section 3 of the Ordinance are not the type of studies that are done for a CP. Mr. Rogers went on to enumerate items that are in a CP; noting that some of the goals may drive the zoning and other things that you want to do and reiterated that the studies in Section 3 are not typically done as part of the PC process.

Councilperson Mattaway

Councilperson Mattaway itemized the other resources available to the City through Boards, Commissions, and outside consultants. He asserted that the moratorium is simply a pause because the City has gone through tremendous change.

Councilperson Zubaca

Councilperson Zubaca suggested that the question to ask is if the City has reached or surpassed goals set in the 2020 CP. Councilperson Zubaca opined that the developments that have been approved are not really "affordable housing". He added it is difficult to make decisions about gray areas; and that the Planning Commission, the Board of Adjustment, and City Council take into account all the concerns associated with the development approval process. Councilperson Zubaca opined that traffic studies is something that should be discussed as the vision is set. He

stated that he is slightly leaning toward voting no, because he feels that the CP review can be used to discuss a moratorium.

In response to a question from Councilperson Zubaca, Councilperson Mattaway stated there are over 1,200 apartments approved but not built and the development south of Dobbinsville will consist of 202 homes. Mr. Bergstrom stated that New Castle has been increasing apartments dramatically, but it is also increasing single family homes. Councilperson Souder added that many units in the Lukens Drive project are condos or single family homes.

Council President Souder

Council President Souder stated that the goal of the moratorium is far beyond what can be accomplished in one year. She added that some of the things Councilperson Mattaway asserted the City is not doing are being done; noting that all projects must go through the State PLUS process before they can move forward; and the City is not ignoring those things. Council President Souder noted her understanding that the apartments in The Battery development will be set at a lower price point, which would make them a place where people entering the workforce could live. She opined that shutting development down for a year sends a negative message to potential developers that New Castle not a place they want to do business.

Councilperson Mattaway countered that his concern is for young people and elders who are getting priced out of their homes. Council President Souder asked how reducing the supply of housing decreases the price; noting that if you limit the supply prices will be raised. Councilperson Mattaway disagreed with those economics, asking how much is too much.

A motion to approve Ordinance 550 was made by Councilperson Mattaway. The motion was seconded by Councilperson Zubaca and a roll-call vote was taken:

Council President Souder – No

Councilperson Day – No

Councilperson Zeltt – No

Councilperson Zubaca – No, *with the hope that this could be addressed during the CP review.*

Councilperson Mattaway – Yes

The motion failed with a vote of one (1) in favor and four (4) opposed and the Ordinance was not adopted.

Council President Souder called for a 10 minute break at 9:27 p.m.

The meeting reconvened at 9:40 p.m.

Second Reading, Discussion, and Possible Vote of Ordinance 551 – An Ordinance to Amend the City of New Castle Municipal Code, Chapter 221 (Taxation), To Add a Tax Incentive for Resident Firefighters.

Discussion

Councilperson Zeltt asked if other public services or non-profits could be included, noting that the Ordinance only applies to firefighters.

Council President Souder stated that firefighters are putting their lives on the line for all residents, they work overnight shifts, they are called out in the middle of the night, and that is an entirely different level of service. Councilperson Zeltt argued that, for example, people working in the public library are helping as well. Council President Souder stated that passing Ordinance 551 would not negate including public services and/or non-profits in the future.

In response to a question from Mayor Leary, Chief Majewski stated that only one of the 10 career members or 35 part-time members live in the City. Mayor Leary noted that typically the police do not live in town.

Councilperson Mattaway identified the criteria to be an “active member” of the Good Will Fire Company. Councilperson Mattaway read statistics from the 2021 General Assembly Bi-Partisan Task Force report on firefighters in the State of Delaware and spoke in support of the Ordinance.

Councilperson Zubaca stated his hope that this is the first in many ways the Council can consider repaying those who put their lives on the line for their neighbors.

In response from a question from Councilperson Day it was noted that the average tax bill was approximated to be in the \$800 range. Councilperson Mattaway stated that he would support an increase of the Tax Incentive if Council so desired.

A motion to approve Ordinance 551 was made by Councilperson Zubaca. The motion was seconded by Councilperson Mattaway and a roll-call vote was taken:

Council President Souder – Yes

Councilperson Day – Yes

Councilperson Zubaca – Yes

Councilperson Zeltt – Yes

Councilperson Mattaway – Yes

The motion was unanimously approved and Ordinance 551 was adopted.

Council Discussion, Possible Motion and Vote on Resolution 2024-41 – A Resolution to Affirm the City Contribution to the Healthy Delaware Families Act.

City Administrator Tantillo gave the background of Resolution 2024-41, and Council President Souder read the Resolution.

In response to questions from Councilperson Zubaca, Ms. Tantillo stated that:

- Resolution 2024-41 was budgeted.
- Enrollment is mandatory per the State.
- This is for all employees.

A motion to approve Resolution 2024-41 was made by Councilperson Day. The motion was seconded by Councilperson Zubaca and was passed unanimously.

Council Discussion, Possible Motion and Vote on Resolution 2024-45 – Discussion and possible vote on the appointment of Florence Smith to the Flood Resiliency Committee.

Florence Smith – Flood Resilience Committee – Term Ending 12/31/2027

Council President Souder read the Resolution

A motion to approve Resolution 2024-45 was made by Councilperson Day. The motion was seconded by Councilperson Zubaca and was passed unanimously.

Council Discussion, Possible Motion and Vote on Resolution 2024- 42 – Discussion and possible vote on re-appointment of Art Walker to the Tree Advisory Commission.

Art Walker – Tree Advisory Commission – Term Ending 12/11/2027

Mayor Leary read the Resolution.

A motion to approve Resolution 2024-42 was made by Councilperson Day. The motion was seconded by Councilperson Zeltt and was passed unanimously.

Council Discussion, Possible Motion and Vote on Resolution 2024-43 – Discussion and possible vote on the appointment of Edward Ryan to the Tree Advisory Commission.

Edward Ryan – Tree Advisory Commission – Term Ending 11/13/2027

Mayor Leary read the Resolution.

A motion to approve Resolution 2024-43 was made by Councilperson Day. The motion was seconded by Councilperson Zubaca and was passed unanimously.

Councilperson Day commended the members of the Tree Advisory Commission for their work in the City.

Council Discussion, Possible Motion and Vote on Resolution 2024-44 – Discussion and possible vote on the re-appointment of Connie Reese to the Board of Elections.

Connie Reese – Board of Elections – Term Ending 11/9/2028

Council President Souder read the Resolution.

A motion to approve Resolution 2024-44 was made by Councilperson Day. The motion was seconded by Councilperson Zeltt and was passed unanimously.

Council Discussion, Possible Motion and Vote on Planning Commission Rules.

In response to a question from Councilperson Zubaca, Mr. Walton stated that the Rules are in compliance with the City Code.

A motion to approve the Planning Commission Rules as submitted was made by Councilperson Day. The motion was seconded by Councilperson Zubaca and was passed unanimously.

Council Discussion, Possible Motion and Vote on the Award of the FY 2025 Citywide Road Paving Contract.

Council President Souder explained that two (2) bids were received.

Cirillo Bros. Inc. - \$692,072.50

Greggo & Ferrara - \$726,179.00

In response to a question from Councilperson Mattaway, Mr. Bergstrom stated that both vendors have worked for the City, there has never been an issue with either of them, and both are equally qualified.

In response to a question from Councilperson Zubaca, Mr. Bergstrom stated that recent paving on Harmony Street was not done by either of the contractors. Ms. Tantillo added that the Bid Package was for items in the Bond Bill and once a contract is received, other areas in the City can be reviewed to determine if funding is available to address them as well.

In response to a question from Councilperson Mattaway, Mr. Bergstrom stated that neither of the contractors is located in the City, and the City has awarded contracts to at least four (4) other contractors. He added that everyone has an opportunity to submit a bid and the bidding is widely advertised in order to get the largest scope of qualified contractors possible.

In response to a question from Councilperson Zeltt, Mr. Rogers stated that the goal is to get the work done in the current paving season.

A motion to approve awarding Cirillo Bros. Inc. the Citywide Road Paving Contract was made by Council President Souder. The motion was seconded by Councilperson Zeltt and was passed unanimously.

Council Discussion, Possible Motion and Vote on Resolution 2024-46 – A Resolution Requesting a Charter Change for Wage Tax and Lodging Tax.

Council President Souder stated in the interest of time, Resolution 2024-46 would be omitted from the Agenda and deferred to a future City Council meeting.

First Reading of Ordinance 539 – An Ordinance to establish a new Chapter 77 in the New Castle City Code Relating to Election Candidacy Declaration Requirements.

City Administrator Tantillo did the first reading of Ordinance 539.

In response to a question from Mayor Leary, Council President Souder stated that any edits, additions or deletions would be done during discussion, but not at this time.

Council Discussion and Possible Referral to Planning Commission to review the City Code regarding “tourist homes” and short-term rentals in the Historic Residential District (HRD).

Council President Souder briefly summarized the current Code regarding tourist homes, and read the definition of “tourist home”: *A dwelling in which overnight accommodations in no more than five (5) guest rooms are provided or offered for transient guests for compensation.*

Council President Souder proposed that Council refer the issue to the Planning Commission for evaluation and recommendation. In light of that proposal, Council President Souder posed a list of questions for the Planning Commission to consider:

- Do we want to regulate Airbnbs, and if so, in what way.
- Do we want to make a distinction between Airbnbs and more conventional B&Bs, and if so, how would we make that distinction.
- The current Code regulates B&Bs as “rentals”. Although the Code for rentals makes no mention of the length of rental contracts, §140-38G and §140-39B would seem to imply long-term rentals as they make provision for an inspection when a new tenant occupies the premises.
- Do we want to create a separate section of the Code for short-term rentals such as Airbnbs, and if so, how would we define “short-term rental” and would this also apply to more conventional B&Bs. How would we distinguish between the two types?
- Do we want to prohibit any type of B&B in the HRD.
- How would we monitor Airbnbs.
- Do we want to change §230-19 of the Zoning Code to remove “tourist homes” from the list of uses as a matter of right and add B&Bs to the list of uses allowed by special exception, and if so, would that mean all B&Bs or just Airbnbs and what conditions would be imposed for the granting of special exceptions; including:
 - the number of rooms to be rented and/or the number of guests allowed in each unit;
 - a requirement for the provision of parking that does not unduly disrupt residents’ parking;
 - requiring the owner to include designated “quiet hours” in the listing and enforce them;
 - requiring that the listing specify that parties are prohibited in the rental unit, and requiring the owner to enforce that.

Council President Souder noted that some residents have requested that any restriction include existing businesses rather than only future ones.

Mr. Walton recommended that if an existing use is limited, that it be amortized over time. He added that the Court looks at two things: (1) are you being arbitrary and capricious, and (2) it has to apply equally.

Councilperson Day suggested changing Airbnb to short term rentals. He also asked if short-term rentals should be registered, and if so, should there be any requirements for registration.

In response to a suggestion from Mayor Leary, that current short-term business rentals be pulled together to discuss the matter, Council President Souder stated that could be a suggestion for the Planning Commission or between the time it is reviewed by the Planning Commission and it comes back to City Council.

In response to a question from Councilperson Zubaca, Mr. Walton explained the role of the Board of Adjustment vs the role of the Planning Commission. Mr. Rogers added that it would be helpful if Council could say they are leaning toward approving short-term rentals and asking the Planning Commission to consider some of the conditions and where they feel it would be appropriate. He added that whether B&Bs are a good idea or not lies with City Council.

Council President Souder referenced some of the comments made by the public regarding B&Bs and ambiguities in the State and County Codes. Mr. Walton stated that in this case the City Code takes precedence.

Councilperson Day concurred that it makes sense to regulate B&Bs, but it does not make sense to completely ban them. He stated that he is in favor of ensuring that they are not interfering with their neighbors' peace and wellbeing.

Councilperson Zubaca noted that he sees the benefit of B&Bs and that there are not many of them in the City. He added that he is struggling to see how visitors presented in this case are deteriorating the image of the City. Councilperson Zubaca noted that his home is in the HRD, and an Airbnb is planning to open on his street shortly. He added that he is in favor of regulating B&Bs, but noted that noise is already being regulated. Mr. Walton noted a number of use limitations that could be placed on B&Bs such as a requirement for a certain number of parking spaces; and opined that those are the kinds of things the Planning Commission could make a recommendation on.

During discussion Mr. Walton opined that short-term rental is a specific issue and recommended that it not be considered under the CP.

Councilperson Zubaca concurred that this should be referred to the Planning Commission.

Mr. Walton recommended that existing B&Bs be grandfathered. Council President Souder stated that six residents of The Strand support the idea of the B&B. She added that the ratio of short-term rentals could be addressed by the number of licenses granted, and a discussion of limiting the number of licenses ensued.

Councilperson Mattaway stated that he is in support of registration for short-term rentals and reviewed a number of regulations from other municipalities that he has researched, including permissible uses in HRD and HCD; and suggested that the Planning Commission may have recommendations for other locations where B&Bs are or could be permissible. Council President Souder noted that the HRD is much broader than The Strand. Councilperson Mattaway concurred that there is an opportunity for the City to have additional oversight of B&Bs.

City Administrator Tantillo stated she would compile all the questions and topics discussed and work with Messrs. Walton and Rogers to draft a request to send to the Planning Commission. Mr. Walton explained that a Draft Ordinance can be presented to Council based on Planning Commission recommendations, or the Planning Commission recommendations can be presented to Council first. Council President Souder recommended that the Planning Commission recommendations be reviewed by Council before an Ordinance is drafted.

Councilperson Mattaway stated he is in support of short-term rentals in a controlled environment that is approved by the City and local residents; suggesting that a process be drafted whereby a notice is sent to residents in the area where a short-term rental establishment is being proposed.

Ms. Tantillo stated that she would also like to discuss a fee schedule and how that should be established.

Councilperson Zubaca stated that he would like to see a breakout who visits the city, how many short-term units are in the city, age groups, etc. Council President Souder stated that there have been no incidents with any B&B in town in the last six (6) months; but added that the information Councilperson Zubaca is requested is not a reasonable thing to ask.

Councilperson Mattaway stated he would like the City to work with B&B owners regarding marketing material advertising the City as well as a feedback card.

There being no further business to discuss, Council President Souder called for a motion to adjourn.

A motion to adjourn was made by Councilperson Zeltt, and seconded by Councilperson Day. The motion was unanimously passed and the meeting adjourned at 10:50 p.m.

Respectfully submitted,

Kathleen R. Weirich
City Stenographer

**Next Regular Meeting Date: December 10, 2024
Posted: 11/4/2024**



CITY OF NEW CASTLE

NOVEMBER 2024

FY25 YTD BUDGET REPORT - 42%

Account ID	REVENUE Description	Budget	YTD Revenue	Excess/Deficit	%
10-0000-420-0001	Property Tax Current Year	\$3,100,000.00	\$3,067,620.34	(\$32,379.66)	99%
10-0000-420-0002	Tax Penalties	\$30,000.00	\$21,355.70	(\$8,644.30)	71%
10-0000-420-0003	Property Tax Transfers	\$400,000.00	\$224,492.99	(\$175,507.01)	56%
10-0000-420-0004	Delinquent Tax Collection	\$25,000.00	\$16,756.92	(\$8,243.08)	67%
10-0000-430-0001	Business Licenses	\$135,000.00	\$11,195.00	(\$123,805.00)	8%
10-0000-430-0002	Rental	\$50,000.00	\$1,050.00	(\$48,950.00)	2%
10-0000-430-0003	Building/HAC Applications	\$200,000.00	\$113,412.18	(\$86,587.82)	57%
10-0000-430-0004	Bldg Dept Penalties	\$1,000.00	\$435.00	(\$565.00)	44%
10-0000-430-0005	Vacant Bldg Registration Fees	\$5,000.00	\$2,000.00	(\$3,000.00)	40%
10-0000-430-0006	Code Violation Penalties	\$25,000.00	\$3,020.00	(\$21,980.00)	12%
10-0000-430-0007	Code Enforcement Cost Reimbursements	\$1,000.00	\$10,200.00	\$9,200.00	1020%
10-0000-430-0008	Special Trash	\$9,000.00	\$4,035.00	(\$4,965.00)	45%
10-0000-440-0001	State Courts	\$30,000.00	\$10,561.37	(\$19,438.63)	35%
10-0000-440-0002	Towing/Storage Fees	\$15,000.00	\$4,375.00	(\$10,625.00)	29%
10-0000-450-0003	Impact Fees-Riverbend	\$30,000.00	\$15,000.00	(\$15,000.00)	50%
10-0000-450-0004	Accident Reports	\$5,000.00	\$5,545.00	\$545.00	111%
10-0000-450-0005	Engineering/Planning Dev Reimbursement	\$3,000.00	\$5,373.73	\$2,373.73	179%
10-0000-450-0006	Zoning/BOA Hearings	\$4,000.00	\$2,200.00	(\$1,800.00)	55%
10-0000-455-0001	Franchise Fees	\$125,000.00	\$25,879.14	(\$99,120.86)	21%
10-0000-470-0001	CCATT, Verizon	\$95,000.00	\$70,006.75	(\$24,993.25)	74%
10-0000-470-0004	Trustees Appropriations	\$225,000.00	\$112,500.00	(\$112,500.00)	50%
10-0000-470-0005	MSC Appropriation	\$669,600.00	\$182,458.77	(\$487,141.23)	27%
10-0000-470-0007	Rivertown Ride and Festival	\$0.00	\$0.00	\$0.00	0%
10-0000-480-0001	Interest Other	\$75,000.00	\$113,241.09	\$38,241.09	151%
10-0000-480-0002	Insurance Reimbursement	\$0.00	\$0.00	\$0.00	0%
10-0000-480-0003	Misc Income Gen Fund	\$1,000.00	\$935.25	(\$64.75)	94%
10-0000-480-0004	Proceeds - Sale of Assets	\$2,500.00	\$0.00	(\$2,500.00)	0%
10-0000-511-0001	Loan Proceeds	\$0.00	\$0.00	\$0.00	0%
10-0000-511-0005	Restricted Fund Balance Carry Forward	\$397,501.30	\$0.00	(\$397,501.30)	0%
10-0000-511-0006	Unreserved Fund Balance Carry Forward	\$1,259,186.73	\$0.00	(\$1,259,186.73)	0%
10-0000-524-0000	Police Pension Supplement	\$70,000.00	\$0.00	(\$70,000.00)	0%
10-0000-526-0000	Pay Job Reimbursement	\$40,000.00	\$42,715.70	\$2,715.70	107%
FINAL TOTALS		\$7,027,788.03	\$4,066,364.93	(\$2,961,423.10)	58%

REVENUE OVER/UNDER EXPENSE: \$1,245,211.16



CITY OF NEW CASTLE

NOVEMBER 2024

FY25 YTD BUDGET REPORT - 42%

Account ID	EXPENSE Description	Budget	YTD Expended	Balance	% Used
PUBLIC SAFETY					
10-0101-001-6001	Salaries - PSAF	\$1,317,403.63	\$517,997.06	\$799,406.57	39%
10-0101-001-6002	Salaries Supervision - PSAF	\$346,628.18	\$146,235.52	\$200,392.66	42%
10-0101-001-6003	Shift Differential - PSAF	\$0.00	\$289.99	(\$289.99)	0%
10-0101-001-6004	Salaries Civilian - PSAF	\$55,544.50	\$23,269.24	\$32,275.26	42%
10-0101-001-6005	Overtime/Contract Holiday - PSAF	\$150,000.00	\$49,247.70	\$100,752.30	33%
10-0101-001-6008	Vacation/Sick Sellback - PSAF	\$27,000.00	\$10,577.74	\$16,422.26	39%
10-0101-001-6010	FICA Expense - PSAF	\$145,088.09	\$59,729.92	\$85,358.17	41%
10-0101-001-6015	Health/Life/Dental Expense - PSAF	\$350,117.70	\$148,005.49	\$202,112.21	42%
10-0101-001-6020	Pension Plan - PSAF	\$252,438.00	\$100,828.14	\$151,609.86	40%
10-0101-001-6105	Prof Development & Travel - PSAF	\$5,000.00	\$1,480.00	\$3,520.00	30%
10-0101-001-6110	Books/Publications/Dues/Tolls - PSAF	\$1,500.00	\$346.50	\$1,153.50	23%
10-0101-001-6120	Computer - PSAF	\$4,000.00	\$162.97	\$3,837.03	4%
10-0101-001-6155	Maintenance Contracts - PSAF	\$14,000.00	\$7,945.58	\$6,054.42	57%
10-0101-001-6170	Office Supplies/Equipment - PSAF	\$5,000.00	\$2,402.24	\$2,597.76	48%
10-0101-001-6180	Postage - PSAF	\$500.00	\$235.82	\$264.18	47%
10-0101-001-6195	Phone Service - PSAF	\$12,539.00	\$4,158.64	\$8,380.36	33%
10-0101-001-7066	Security Cameras/Citywide - PSAF	\$0.00	\$3,378.47	(\$3,378.47)	0%
10-0101-001-7080	Body Cameras - PSAF	\$13,400.00	\$0.00	\$13,400.00	0%
10-0101-001-7120	Administrative Expense - PSAF	\$500.00	\$120.24	\$379.76	24%
10-0101-001-7200	Uniforms/Maintenance - PSAF	\$10,000.00	\$2,068.44	\$7,931.56	21%
10-0101-001-8020	Medical Testing - PSAF	\$3,000.00	\$0.00	\$3,000.00	0%
10-0101-001-8030	Janitorial Services - PSAF	\$6,505.83	\$2,348.26	\$4,157.57	36%
10-0101-001-8050	Bldg Repairs/Maint - PSAF	\$8,000.00	\$5,103.20	\$2,896.80	64%
10-0101-001-8060	Preventative/Termite/Pest Control - PSAF	\$400.00	\$0.00	\$400.00	0%
10-0101-001-8070	Building Heat/Electric - PSAF	\$16,000.00	\$5,908.97	\$10,091.03	37%
10-0101-001-8085	Special Events Supplies - PSAF	\$0.00	\$0.00	\$0.00	0%
10-0101-001-8095	SEO Pay Job Overtime - PSAF	\$30,000.00	\$39,532.50	(\$9,532.50)	132%
10-0101-001-8098	Investigative/Evidence Testing - PSAF	\$5,000.00	\$4,705.71	\$294.29	94%
10-0101-002-7005	Range Supplies - PSAF	\$11,000.00	\$4,752.97	\$6,247.03	43%
10-0101-002-7125	Motor Fuel - PSAF	\$45,000.00	\$18,269.29	\$26,730.71	41%
10-0101-002-7150	Radar/Radio repair - PSAF	\$2,500.00	\$420.00	\$2,080.00	17%
10-0101-002-7220	Vehicle Parts/Repair - PSAF	\$15,000.00	\$12,175.39	\$2,824.61	81%
10-0107-001-6198	Debt Service / Vehicles - PSAF	\$89,980.00	\$30,879.30	\$59,100.70	34%
10-0107-001-7350	Leased Color Copier - PSAF	\$4,000.00	\$1,620.75	\$2,379.25	41%
10-0107-004-7355	Capital Outlays/Equip & Vehicles - PSFAE	\$25,000.00	\$2,102.90	\$22,897.10	8%
PUBLIC SAFETY TOTALS		\$2,972,044.93	\$1,206,298.94	\$1,765,745.99	41%



CITY OF NEW CASTLE

NOVEMBER 2024

FY25 YTD BUDGET REPORT - 42%

Account ID	EXPENSE Description	Budget	YTD Expended	Balance	% Used
PUBLIC SERVICES					
10-0200-001-6001	Salaries Supervision - PSERV	\$149,552.00	\$63,190.22	\$86,361.78	42%
10-0200-001-6003	Salaries Bldg Code Enforcement - PSERV	\$103,217.60	\$6,445.44	\$96,772.16	6%
10-0200-001-6005	Overtime - PSERV	\$7,000.00	\$3,082.01	\$3,917.99	44%
10-0200-001-6006	Salaries - PSERV	\$455,740.00	\$184,537.34	\$271,202.66	40%
10-0200-001-6008	Vacation & Sick Sellback - PSERV	\$10,000.00	\$4,094.48	\$5,905.52	41%
10-0200-001-6010	FICA - PSERV	\$55,350.98	\$18,369.19	\$36,981.79	33%
10-0200-001-6015	Health/Life/Dental Expense - PSERV	\$239,704.27	\$82,999.42	\$156,704.85	35%
10-0200-001-6020	Pension Plan - PSERV	\$40,655.05	\$15,157.38	\$25,497.67	37%
10-0200-001-6105	Professional Dev & Travel - PSERV	\$4,000.00	\$0.00	\$4,000.00	0%
10-0200-001-6110	Book/Reference Materials - PSERV	\$1,600.00	\$0.00	\$1,600.00	0%
10-0200-001-6120	Computer & Software Expense - PSERV	\$7,000.00	\$685.74	\$6,314.26	10%
10-0200-001-6170	Office Supplies/Equip/Printing - PSERV	\$2,500.00	\$1,518.63	\$981.37	61%
10-0200-001-6175	Operating Supplies - PSERV	\$8,250.00	\$2,688.69	\$5,561.31	33%
10-0200-001-6180	Postage - PSERV	\$1,600.00	\$345.38	\$1,254.62	22%
10-0200-001-6195	Phone Service - PSERV	\$7,000.00	\$2,463.62	\$4,536.38	35%
10-0200-001-7075	Reimbursable Private Prop. Maint. - CODE	\$2,000.00	\$0.00	\$2,000.00	0%
10-0200-001-8020	Medical Testing - PSERV	\$3,000.00	\$460.00	\$2,540.00	15%
10-0200-001-8030	Janitorial Services - PSERV	\$4,702.85	\$1,382.33	\$3,320.52	29%
10-0200-001-8040	Temporary Labor	\$1,000.00	\$0.00	\$1,000.00	0%
10-0200-001-8050	Bldg Repairs/Sec Maint - PSERV	\$12,000.00	\$5,278.51	\$6,721.49	44%
10-0200-001-8060	Preventative/Termite/Pest Control	\$550.00	\$510.46	\$39.54	93%
10-0200-001-8070	Bldg Heat/Electric/Street lights - PSERV	\$40,000.00	\$19,732.00	\$20,268.00	49%
10-0200-003-7085	Fuel & Lubricants - PSERV	\$45,000.00	\$16,270.11	\$28,729.89	36%
10-0200-003-7105	Landfill Fees/Recycle - PSERV	\$145,000.00	\$48,052.20	\$96,947.80	33%
10-0200-003-7106	Yard Waste - PSERV	\$18,000.00	\$6,412.00	\$11,588.00	36%
10-0200-003-7155	Safety Equipment/Signs/Markings - PSERV	\$3,500.00	\$675.57	\$2,824.43	19%
10-0200-003-7170	Small Tools/Equip Repairs/Maint. - PSERV	\$4,000.00	\$482.41	\$3,517.59	12%
10-0200-003-7171	Radio Repairs - PSERV	\$250.00	\$0.00	\$250.00	0%
10-0200-003-7195	Truck/Vehicle Repair/Maint. - PSERV	\$35,000.00	\$16,696.19	\$18,303.81	48%
10-0200-003-7200	Uniforms/Maintenance - PSERV	\$7,000.00	\$4,076.22	\$2,923.78	58%
10-0200-003-8095	Special Event Overtime - PSERV	\$1,500.00	\$1,906.67	(\$406.67)	127%
10-0200-003-8105	Street Materials - PSERV	\$10,000.00	\$505.26	\$9,494.74	5%
10-0200-004-8120	Street Repairs - PSERV	\$1,000.00	\$2,900.00	(\$1,900.00)	290%
10-0203-003-8080	Sand & Abrasives/ Snow & Ice Control	\$5,000.00	\$159.00	\$4,841.00	3%
10-0203-003-8090	Outside Contractors / Snow & Ice Control	\$1,000.00	\$0.00	\$1,000.00	0%



CITY OF NEW CASTLE

NOVEMBER 2024

FY25 YTD BUDGET REPORT - 42%

Account ID	EXPENSE Description	Budget	YTD Expended	Balance	% Used
PW PARKS & PUBLIC PROPERTY					
10-0204-003-7060	Equipment - PARKS	\$215,000.00	\$116,704.08	\$98,295.92	54%
10-0204-003-7061	Pruning/Planting Trees - ROW/PARKS	\$32,000.00	\$10,808.17	\$21,191.83	34%
10-0204-003-7100	Playground Maintenance/Wood Carpet-PARKS	\$10,000.00	\$26.60	\$9,973.40	0%
10-0204-003-7430	Contract Maintenance - City Prop/PARKS	\$111,752.00	\$67,898.65	\$43,853.35	61%
10-0204-003-7432	Dog Park - PARKS	\$85,000.00	\$0.00	\$85,000.00	0%
CAPITAL OUTLAY - PSERV					
10-0205-004-7355	Capital Outlays/Equip & Vehicles - PSERV	\$11,000.00	\$0.00	\$11,000.00	0%
10-0205-004-7446	Handicap Curb Ramps	\$25,000.00	\$0.00	\$25,000.00	0%
10-0205-004-7533	Debt Service / Vehicle lease - PSERV	\$96,996.00	\$52,999.70	\$43,996.30	55%
10-0205-004-7534	Debt Service / Road Repair -GO Bond 2018	\$225,000.00	\$93,750.00	\$131,250.00	42%
10-0205-004-7536	Storm Drainage/MS4 - PSERV	\$150,000.00	\$36,372.97	\$113,627.03	24%
PUBLIC SERVICES TOTALS		\$2,394,420.75	\$889,636.64	\$1,504,784.11	37%
MAYOR AND COUNCIL					
10-0301-001-6001	Salaries - M&C	\$20,100.00	\$8,504.10	\$11,595.90	42%
10-0301-001-6010	FICA Expense - M&C	\$1,540.00	\$650.54	\$889.46	42%
10-0301-001-6101	Advertising - M&C	\$11,300.00	\$6,908.25	\$4,391.75	61%
10-0301-001-6105	Prof Development - M&C	\$500.00	\$194.04	\$305.96	39%
10-0301-001-6106	Association Dues - M&C	\$4,200.00	\$4,200.00	\$0.00	100%
10-0301-001-6550	Economic Dev Activities - M&C	\$17,107.67	\$7,951.06	\$9,156.61	46%
10-0301-001-6560	Sea Level Rise Task Force	\$3,500.00	\$2,398.09	\$1,101.91	69%
10-0301-001-7024	General Code Updates - M&C	\$3,500.00	\$3,667.43	(\$167.43)	105%
10-0301-001-7040	Contributions - M&C	\$99,250.00	\$99,250.00	\$0.00	100%
10-0301-001-7055	Meeting Security/Rental Fees - M&C	\$7,000.00	\$2,606.38	\$4,393.62	37%
10-0301-001-7065	Equipment Purchases - M&C	\$0.00	\$114.93	(\$114.93)	0%
10-0301-003-6185	Election Expenses - M&C	\$5,000.00	\$0.00	\$5,000.00	0%
10-0301-003-6190	Rivertowns Ride & Festival - M&C	\$0.00	\$0.00	\$0.00	0%
10-0301-003-7010	Annual Calendar/Monthly Newsletter - M&C	\$4,350.00	\$0.00	\$4,350.00	0%
10-0301-003-7011	Transcription Services - M&C	\$13,971.56	\$10,677.95	\$3,293.61	76%
10-0301-003-7042	Fees to Good Will Riverbend - M&C	\$6,000.00	\$2,000.00	\$4,000.00	33%
CITY CLERK / CITY TREASURER					
10-0302-001-6000	CITY CLERK / CITY TREASURER	\$0.00	\$0.00	\$0.00	0%
10-0302-001-6001	Salaries - CLERK/TREAS	\$2,100.00	\$888.47	\$1,211.53	42%
10-0302-001-6010	FICA Expense - CLERK/TREAS	\$160.00	\$67.98	\$92.02	42%



CITY OF NEW CASTLE
NOVEMBER 2024
FY25 YTD BUDGET REPORT - 42%

Account ID	EXPENSE Description	Budget	YTD Expended	Balance	% Used
FINANCE					
10-0303-003-7090	FY Audit - FIN	\$35,000.00	\$20,462.06	\$14,537.94	58%
ADMINISTRATION					
10-0304-001-6001	Salaries - ADMIN	\$380,463.86	\$163,502.12	\$216,961.74	43%
10-0304-001-6005	Overtime - ADMIN	\$0.00	\$9.39	(\$9.39)	0%
10-0304-001-6008	Sellback Vacation & Sick - ADMIN	\$0.00	\$0.00	\$0.00	0%
10-0304-001-6010	FICA Expense - ADMIN	\$29,106.48	\$11,634.04	\$17,472.44	40%
10-0304-001-6015	Health/Life/Dental Expense - ADMIN	\$64,411.63	\$28,086.14	\$36,325.49	44%
10-0304-001-6020	Pension Plan - ADMIN	\$21,344.44	\$8,593.14	\$12,751.30	40%
10-0304-001-6100	Employee Retention	\$60,000.00	\$0.00	\$60,000.00	0%
10-0304-001-6105	Professional Development - ADMIN	\$4,000.00	\$524.42	\$3,475.58	13%
10-0304-001-6115	City Administrator Expense - ADMIN	\$3,000.00	\$503.64	\$2,496.36	17%
10-0304-001-6120	Computer, Hardware & IT Services - ADMIN	\$60,000.00	\$4,444.16	\$55,555.84	7%
10-0304-001-6130	Dues & Publications - ADMIN	\$1,000.00	\$370.00	\$630.00	37%
10-0304-001-6170	Office Supplies/Printing - ADMIN	\$5,000.00	\$1,707.32	\$3,292.68	34%
10-0304-001-6180	Postage - ADMIN	\$3,500.00	\$1,921.39	\$1,578.61	55%
10-0304-001-6195	Telephone/Internet Service - ADMIN	\$5,579.36	\$1,660.91	\$3,918.45	30%
10-0304-001-7120	Administrative Expense - ADMIN	\$5,500.00	\$493.83	\$5,006.17	9%
10-0304-001-8020	Medical Testing - ADMIN	\$500.00	\$0.00	\$500.00	0%
10-0304-001-8030	Janitorial Services - ADMIN	\$3,997.35	\$1,149.72	\$2,847.63	29%
10-0304-001-8050	Building Repairs - ADMIN	\$3,500.00	\$1,302.58	\$2,197.42	37%
10-0304-001-8055	Bldg Security Maintenance - ADMIN	\$5,000.00	\$0.00	\$5,000.00	0%
10-0304-001-8060	Preventative/Termite/Pest Control -ADMIN	\$900.00	\$88.69	\$811.31	10%
10-0304-001-8070	Building Heat - ADMIN	\$4,500.00	\$2,047.07	\$2,452.93	45%
10-0304-002-7085	Fuel & Oil - ADMIN	\$6,000.00	\$1,543.69	\$4,456.31	26%
10-0304-003-6122	Software Support - ADMIN	\$38,000.00	\$21,394.07	\$16,605.93	56%
10-0304-004-7350	Lease Copier ADMIN	\$3,500.00	\$1,380.20	\$2,119.80	39%
HUMAN RESOURCES					
10-0308-001-6101	Advertising- HR	\$1,500.00	\$426.29	\$1,073.71	28%
10-0308-001-6130	Dues & Publications- HR	\$0.00	\$0.00	\$0.00	0%
10-0308-001-6183	Temporary Labor/Consultant- HR	\$12,000.00	\$1,917.50	\$10,082.50	16%
10-0308-001-7404	Employee Training Programs- HR	\$2,000.00	\$0.00	\$2,000.00	0%
10-0308-001-8096	Contract Reimbursements- HR	\$3,000.00	\$1,300.00	\$1,700.00	43%
10-0308-001-8098	Pre-employ Background Investigation- HR	\$300.00	\$144.00	\$156.00	48%



CITY OF NEW CASTLE

NOVEMBER 2024

FY25 YTD BUDGET REPORT - 42%

Account ID	EXPENSE Description	Budget	YTD Expended	Balance	% Used
BOARD OF ADJUSTMENT					
10-0801-001-6101	Advertising - BOA	\$1,000.00	\$160.00	\$840.00	16%
10-0801-001-6105	Professional Fees - BOA	\$10,000.00	\$775.08	\$9,224.92	8%
BUILDING MAINTENANCE					
10-0901-001-7045	County Sewer Assessments - BLDG	\$3,000.00	\$1,121.57	\$1,878.43	37%
10-0901-001-7135	Contractual Services - BLDG	\$6,000.00	\$0.00	\$6,000.00	0%
10-0901-001-8077	Town Hall Heat - BLDG	\$0.00	\$0.00	\$0.00	0%
10-0901-003-8082	Capital Reserves - BLDG	\$134,500.00	\$22,951.31	\$111,548.69	17%
10-0901-004-8085	Battery Park / Porta Potties - BLDG	\$5,000.00	\$2,502.76	\$2,497.24	50%
INSURANCE					
10-1001-001-7145	Public Officials Liability - INS	\$6,000.00	\$5,646.00	\$354.00	94%
10-1001-001-8055	Police Liability - INS	\$9,000.00	\$8,870.00	\$130.00	99%
10-1001-001-8065	Property and Liability - INS	\$151,000.00	\$67,382.10	\$83,617.90	45%
10-1001-001-8130	Workers Compensation - INS	\$150,000.00	\$67,760.00	\$82,240.00	45%
10-1001-001-8135	Unemployment Insurance - INS	\$11,000.00	\$180.91	\$10,819.09	2%
PROFESSIONAL/CONTRACTUAL SERVICES					
10-1002-001-8011	City Engineer - CONT	\$40,000.00	\$9,898.74	\$30,101.26	25%
10-1002-001-8025	City Solicitor - CONT	\$80,000.00	\$56,690.49	\$23,309.51	71%
10-1002-003-6140	AFSCME Contract Negotiations - CONT	\$5,000.00	\$930.00	\$4,070.00	19%
10-1002-003-6141	HR/Other Legal - CONT	\$5,000.00	\$0.00	\$5,000.00	0%
10-1002-003-6145	FOP Contract Negotiations - CONT	\$0.00	\$150.00	(\$150.00)	0%
PLANNING COMMISSION					
10-1102-003-6105	Professional Dev & Training - PC	\$500.00	\$0.00	\$500.00	0%
10-1102-003-6190	Contractual Services - PC	\$25,000.00	\$17,223.09	\$7,776.91	69%
10-1102-003-7004	Comprehensive Plan Update - PC	\$5,000.00	\$0.00	\$5,000.00	0%
HISTORIC AREA COMMISSION					
10-1103-003-6105	Prof Development - HAC	\$500.00	\$0.00	\$500.00	0%
10-1103-003-6140	Historic Preservation	\$7,000.00	\$0.00	\$7,000.00	0%
10-1103-003-6162	Architect - HAC	\$14,500.00	\$9,051.25	\$5,448.75	62%
10-1103-003-6190	Meeting Security	\$2,600.00	\$1,591.38	\$1,008.62	61%
BOARD OF HEALTH					
10-1109-001-6105	Professional Development - BOH	\$500.00	\$0.00	\$500.00	0%
10-1109-001-6180	Postage - BOH	\$1,200.00	\$389.56	\$810.44	32%
10-1109-001-6170	Supplies - BOH	\$0.00	\$0.00	\$0.00	0%
10-1109-001-7080	Meeting Security - BOH	\$840.00	\$258.36	\$581.64	31%
LONG TERM RESERVES					
10-1110-004-6124	Accrued Benefits	\$25,000.00	\$25,000.00	\$0.00	100%
10-1110-004-6125	Restricted Reserves / Capital	\$0.00	\$0.00	\$0.00	0%



CITY OF NEW CASTLE
NOVEMBER 2024
FY25 YTD BUDGET REPORT - 42%

Account ID	EXPENSE Description	Budget	YTD Expended	Balance	% Used
	<i>ADMINISTRATION TOTALS</i>	<i>\$1,661,322.35</i>	<i>\$725,218.19</i>	<i>\$936,104.16</i>	<i>44%</i>
	<i>FINAL TOTALS</i>	<i>\$7,027,788.03</i>	<i>\$2,821,153.77</i>	<i>\$4,206,634.26</i>	



CITY OF NEW CASTLE

NOVEMBER 2024

FY25 YTD BUDGET REPORT - 42%

Account ID	Description	Budget	YTD	Balance
MUNICIPAL STREET AID FUND 20				
Revenue:				
20-0000-500-0000	Municipal Street Aid	\$118,000.00	\$0.00	(\$118,000.00)
20-0000-500-0001	Municipal Street Aid Reserve carry over	\$367,200.00	\$0.00	(\$367,200.00)
Expense:				
20-0208-001-8121	MSAF Expenses	\$118,000.00	\$0.00	\$118,000.00
20-0208-001-8125	MSAF Reserve Expenses	\$367,200.00	\$0.00	\$367,200.00
COMMUNITY TRANSPORTATION FUND 23				
Revenue:				
23-0000-500-0000	CTF 24-P-PROG-67 GoodWill Fire Co.	\$54,303.00	\$0.00	\$54,303.00
Expense:				
23-0205-004-7540	CTF 24-P-PROG-67 GoodWill Fire Co.	\$54,303.00	\$0.00	\$54,303.00
DNREC FY22 BOND FUND 24				
Revenue:				
24-0000-500-0000	DNREC (FY22 Bond) Cap Improv/Trans Trust	\$80,000.00	\$0.00	\$80,000.00
Expense:				
24-0205-001-7541	DNREC (FY22 BOND) / Battery Park Dock	\$0.00	\$0.00	\$0.00
24-0205-001-8015	DNREC (FY22 BOND) / Floating Pier	\$80,000.00	\$0.00	\$80,000.00
COMMUNITY TRANSPORTATION FUND 25				
Revenue:				
25-0000-500-0000	CTF P-PROG-01 (Road Repairs)	\$65,000.00	\$0.00	\$65,000.00
Expense:				
25-0207-001-8120	CTF P-PROG-01 (Road Repairs)	\$65,000.00	\$0.00	\$65,000.00
DNREC FY25 BOND FUND 26				
Revenue:				
26-0000-500-0000	CRF (FY25 BOND) Roads /Playground /PSAF	\$1,299,000.00	\$0.00	\$1,299,000.00
Expense:				
26-0205-001-7540	CRF (FY25 Bond) Road Repair	\$862,000.00	\$0.00	\$862,000.00
26-0205-001-7541	CRF (FY25 Bond) Battery Park Playground	\$375,000.00	\$0.00	\$375,000.00
26-0205-001-7542	CRF (FY25 Bond) Police Renovation	\$62,000.00	\$37,098.47	\$24,901.53
DNREC FY23 BOND FUND 27				
Revenue:				
27-0000-500-0000	CRF (FY23 BOND) \$605,654	\$128,428.98	\$48,867.90	\$79,561.08
Expense:				
27-0205-001-7541	CRF (FY23 BOND) Wharf Cameras	\$0.00	\$0.00	\$0.00
27-0205-001-7542	CRF (FY23 BOND) City Wide Cameras	\$28,428.98	\$0.00	\$28,428.98
27-0205-001-8015	CRF (FY23 BOND) Floating Pier	\$100,000.00	\$0.00	\$100,000.00
DNREC FY24 BOND FUND 28				



CITY OF NEW CASTLE
NOVEMBER 2024
FY25 YTD BUDGET REPORT - 42%

Account ID	Description	Budget	YTD	Balance
Revenue:				
28-0000-500-0000	CRF (FY24 BOND) \$765,000	\$765,000.00	\$0.00	\$765,000.00
Expense:				
28-0205-001-7540	CRF (FY24 BOND) Misc Capital Projects	\$765,000.00	\$0.00	\$765,000.00



CITY OF NEW CASTLE

NOVEMBER 2024

FY25 YTD BUDGET REPORT - 42%

Account ID	Description	Budget	YTD	Balance
DNREC FY18 BOND FUND 32				
Revenue:				
32-0000-500-0000	FY2018 DNREC Bond Fund / Floating Pier	\$470,074.19	\$162,500.05	\$307,574.14
Expense:				
32-0205-004-8015	FY2018 DNREC Bond Fund / Floating Pier	\$470,074.19	\$163,507.46	\$306,566.73
DEMA / PDM FUND 40				
Revenue:				
40-0000-500-0000	DEMA FY19 PDM Grant	\$25,556.58	\$5,798.60	\$19,757.98
Expense:				
40-0205-004-7536	Contractual Service - DEMA FY19 PDM	\$25,556.58	\$5,798.60	\$19,757.98
CJC FUND 80				
Revenue:				
80-0000-500-0000	CJC - 2023-AR-P/T-3188 Grant	\$330,549.20	\$53,714.36	\$276,834.84
Expense:				
80-0101-001-7060	CJC/ 2023-AR-P/T-3188	\$330,549.20	\$52,332.00	\$278,217.20
DPS / VIOLENT CRIME GRANT FUND 83				
Revenue:				
83-0000-500-0000	FCVC GRANT / V-04-24	\$10,349.92	\$13,936.13	(\$3,586.21)
Expense:				
83-0101-001-6001	V-04-24 Overtime	\$10,349.92	\$2,632.50	\$7,717.42
83-0101-001-6010	V-04-24 FICA	\$0.00	\$0.00	\$0.00
83-0101-001-8050	V-04-24 EQUIPMENT/TRAVEL	\$0.00	\$8,111.69	(\$8,111.69)
SALLE GRANT FUND 84				
Revenue:				
84-0000-500-0000	SALLE Grant	\$6,000.00	\$4,860.42	\$1,139.58
Expense:				
84-0104-001-6000	SALLE	\$0.00	\$0.00	\$0.00
84-0104-001-6005	Overtime - SALLE	\$0.00	\$325.00	(\$325.00)
84-0104-001-6010	FICA expense - SALLE	\$0.00	\$0.00	\$0.00
84-0104-001-7060	Equipment/Rental - SALLE	\$6,000.00	\$4,544.92	\$1,455.08
HIGHWAY SAFETY GRANT FUND 85				
Revenue:				
85-0000-500-0000	Highway Safety Grants	\$8,000.00	\$6,535.24	\$1,464.76
Expense:				
85-0102-001-6005	Overtime - Highway Safety	\$8,000.00	\$6,535.24	\$1,464.76
85-0102-001-7060	Equipment - Highway Safety	\$0.00	\$0.00	\$0.00
EIDE GRANT FUND 88				
Revenue:				



CITY OF NEW CASTLE

NOVEMBER 2024

FY25 YTD BUDGET REPORT - 42%

Account ID	Description	Budget	YTD	Balance
88-0000-500-0000	EIDE Grant	\$3,902.50	\$0.00	\$3,902.50
Expense:				
88-0103-001-6005	Overtime - EIDE	\$3,902.50	\$0.00	\$3,902.50
88-0103-001-6010	FICA Expense - EIDE	\$0.00	\$0.00	\$0.00
88-0103-001-7060	Equipment - EIDE	\$0.00	\$0.00	\$0.00
88-0103-001-7062	Auto Rental/Buy Money - EIDE	\$0.00	\$0.00	\$0.00
DPS / VIOLENT CRIME GRANT FUND 89				
Revenue:				
89-0000-500-0000	FCVC GRANT / V-67-25	\$36,853.60	\$0.00	\$36,853.60
Expense:				
89-0101-001-6005	Overtime / V-67-25	\$36,853.60	\$0.00	\$36,853.60
89-0101-001-7060	Equipment/Training - V-67-25	\$0.00	\$0.00	\$0.00
GIA/SEPARATION DAY GRANT FUND 95				
Revenue:				
95-0000-500-0000	Separation Day Grant	\$36,000.00	\$42,046.84	(\$6,046.84)
95-0000-500-0001	Separation Day -Fees/Contributions	\$33,000.00	\$16,350.00	\$16,650.00
95-0000-500-0002	Separation Day - Admission/Sales	\$8,500.00	\$2,951.82	\$5,548.18
Expense:				
95-1108-001-6105	Professional Fees - SEPDAY	\$50,000.00	\$0.00	\$50,000.00
95-1108-001-6170	Supplies - SEPDAY	\$5,000.00	\$0.00	\$5,000.00
95-1108-001-6180	Postage - SEPDAY	\$0.00	\$0.00	\$0.00
95-1108-001-6185	Printing/Publications/Adv - SEPDAY	\$1,000.00	\$0.00	\$1,000.00
95-1108-001-6190	Rent - SEPDAY	\$4,500.00	\$0.00	\$4,500.00
95-1108-001-7120	Administrative Expense - SEPDAY	\$7,500.00	\$0.00	\$7,500.00
95-1108-001-7222	Police/EMS/Public Works - SEPDAY	\$8,500.00	\$0.00	\$8,500.00
95-1108-001-8065	Insurance - SEPDAY	\$1,000.00	\$0.00	\$1,000.00

TO: Antonina Tantillo, City Administrator
FROM: Jeff Bergstrom,
Building Official
DATE: December 6, 2024
RE: December 2024 Activity



Thirty-seven building permit applications were processed in November for approximately \$1,528,997.45 worth of construction, and \$28,463.42 in fees were collected.

Twenty-six 2024 and 2025 business licenses were processed, resulting in fees of \$3,850.00.

Four Certificates of Occupancy were issued, following required inspections, resulting in fees of \$400.00

Meetings attended included City Council on the 12th and the Historic Area Commission on the 14th.

The department made about 120 formal inspections during the period.

In addition to regular workload, other projects included: public works inspections & issues; development & site work issues; dike maintenance issues, and vacant building issues.



***New Castle City Building Department / 220 Delaware Street / New Castle, DE 19720-4816
Phone (302) 322-9813 Fax (302) 323-9814***

BUILDING OFFICIAL'S REPORT

November 2024

To: Members of New Castle City Council
Submitted by: Jeffrey Bergstrom, Building Official

Number of Building Permits Issued.....	37
Estimated Cost of Work.....	1,528,997.45
Fees Collected.....	\$28,463.42
Inspections Performed (by type)	
Site/Footing/Masonry.....	56
Framing/Structural.....	18
Plumbing/HVAC.....	42
Final/Certificates of Occupancy.....	4

cc: Building Report File
City Council

NOVEMBER 2024 BUSINESS LICENSES

License No.	Business Name	Business Location	Paid Amount
24000852	REYNOLDS RESTORATION SERVICES	6195 ALLENTOWN BLVD HARRISBURG PA	360.00
24000853	ALLEGION ACCESS TECHNOLOGIES	251 LITTLE FALLS DR WILMINGTON DE	50.00
24000855	GRTC PRO LLC	122 DELAWARE ST 307 NEW CASTLE DE	50.00
24000856	MAICHL'S HEATING & A/C	105 J & M DR NEW CASTLE DE	360.00
24000857	AFFORDABLE HEATING & AC INC	1700 WILMINGTON RD NEW CASTLE	180.00
24000858	K & R CONSTRUCTION LLC	1500 CRITTENDEN RD WILMINGTON DE	50.00
24000859	CTA ROOFING & WATERPROOFING	91 BLUE HEN DR NEWARK DE	210.00
24000860	ABSOLUTE SERVICES GROUP IN	21 SHEFFIELD DR WEST GROVE PA	50.00
24000861	EL PRIMO LANDSCAPING	106 KENMARK RD NEWARK DE	50.00
24000862	MOKSHA	110 N DUPONT HWY NEW CASTLE DE	100.00
24000863	FASHION LINK JEWELERS LLC	110 N DUPONT HWY NEW CASTLE DE	100.00
24000865	NEW CASTLE PRODUCE A INC	110 N DUPONT HWY NEW CASTLE DE	100.00
24000866	SUPERIOR YARDWORKS INC	PO BOX1028 HOCKESSIN DE	50.00
2025			
25000001	OG REMODELING LLC	130 E RUTHERFORD DR NEWARK DE	50.00
25000002	CLARK & SONS INC	314 E AYRE ST NEWPORT DE	90.00
25000003	GEMCRAFT HOMES INC	222 N CONSTITUTION AVE NEW FREEDOM PA	360.00
25000004	GREGORY MELASECCA	12 ROUND TREE CIR HOCKESSIN DE	50.00
25000005	FV AUTO	122 DELAWARE ST UNIT 2 NEW CASTLE DE	50.00
25000006	THE MERCURY CAFÉ & TEAHOUSE	206 DELAWARE ST NEW CASTLE DE	90.00
25000007	NORA LEES FRENCH QUARTER BISTRO	122 DELAWARE ST NEW CASTLE DE	210.00
25000008	ROSEDALE ROOFING CO INC	1201 MIDDLE RIVER RD BALTIMORE MD	360.00
25000009	ATLANTIC AUTO EXPERT LLC	122 DELAWARE ST 2ND FL B1 NEW CASTLE DE	50.00
25000010	ARK PROTECTIVE SERVICES	9 FLORANCE AVE PENNS GROVE NJ	210.00
25000011	SIDING CONNECTION	1408 N VAN BUREN ST WILMINGTON DE	50.00
25000012	CLOUD LAWN SPRINKLER SYSTEM	6603 GOV PRINTZ BLVD STE A WILM DE	210.00
25000013	JOSEPH FREDERICK & SONS	810 STANTON RD WILMINGTON DE	360.00
Total 26			\$3,850.00

NOVEMBER 2024 RENTAL LICENSES

License No.	Rental Housing License	Property Location	Paid Amount
	NONE		
Total 0			\$0.00

NOVEMBER 2024 BUILDING PERMITS

Permit No.	Owner Name	Property Location	Work Type	Zone	HDfee	DDD	Date	Cost	Paid Amount
26067	DAVID LEVINE	8 E 3RD ST	REPAIR REPLACE	HR	50.00		11/19/24	23,009.00	545.00
26068	GEORGE VELITSKAKIS	236 E 2ND ST	REPAIR REPLACE	HR	50.00		11/13/24	2,200.00	233.00
26069	KNOTTS LLC	710 WILMINGTON RD	REPAIR REPLACE	SC			11/4/24	16,525.00	397.87
26070	ALISON ELLICOTT	130 W 8TH ST	REPAIR REPLACE	R2		DDD	11/6/24	550.00	50.00
26071	CARMELA LONGOBARDI	184 E 4TH ST	NEW BUILDING	HR			11/7/24	29,063.00	176.44
26072	DONALD AND KRISTEN BOWDIN	109 THE STRAND	NEW BUILDING	HR	50.00		11/7/24	695,500.00	10,732.00
26073	CATHERINE YARBROUGH & GREG BROWN	16 DALBY ALY	REPAIR REPLACE	HR	50.00	DDD	11/7/24	10,000.00	350.00
26074	VIRGINIA DENNIS	809 CLAYTON ST	REPAIR REPLACE	R3			11/7/24	16,214.00	393.21
26075	MARGARET REIGN	115 W 6TH ST	REPAIR REPLACE	R3		DDD	11/8/24	16,560.00	398.40
26076	JOHN & BRENDA ANTONIO JR	904 DELAWARE ST	REPAIR REPLACE	R3		DDD	11/8/24	6,000.00	240.00
26077	JOHN & BRENDA ANTONIO JR	8 W 9TH ST	REPAIR REPLACE	R3		DDD	11/8/24	13,000.00	345.00
26078	PATRICK JOHN SCULLY	45 W 5TH ST	REPAIR REPLACE	HR	50.00	DDD	11/12/24	25,000.00	575.00
26079	FRANCIS & PATRICIA DISABATINO	18 BALDT AVE	REPAIR REPLACE	R1			11/21/24	9,000.00	570.00
26080	CHARLOTTE & THERESA TONER	138 E 3RD ST	REPAIR REPLACE	HR	50.00		11/12/24	9,860.00	347.00
26081	THERESA GORMLEY	136 E 2ND ST	REPAIR REPLACE	HR			11/12/24	10,055.00	300.82
26082	DEBORAH SHANE & BRYAN SHELTON	106 THE STRAND	REPAIR REPLACE	HR	50.00		11/12/24	500.00	100.00
26083	CHARLOTTIE & JAMES EOPPOLO	9 SHAW ALY	REPAIR REPLACE	HR	50.00	DDD	11/13/24	9,925.00	348.87
26084	FREEDOM DEVELOPMENT LLC	506 ARROWGRASS LN	NEW BUILDING	R3			11/21/24	252,000.00	3,930.00
26085	RUTH BELTRAN	623 SOUTH ST	ALTERATION	R2			11/15/24	5,650.00	234.75
26086	FREEDOM DEVELOPMENT LLC	238 N HERON CIR	NEW BUILDING	R3			11/21/24	10,000.00	50.00
26087	FREEDOM DEVELOPMENT LLC	246 N HERON CIR	NEW BUILDING	R3			11/21/24	10,000.00	50.00
26088	CONNIE & ROBERT DAVIS	9 STUYVESANT AVE	ALTERATION	R1			11/21/24	8,000.00	270.00
26089	ALFRES BOLAND	122 DELAWARE ST	REPAIR REPLACE	HC	50.00	DDD	11/19/24	2,000.00	460.00
26090	MARIBEL SEIJO & ALBERTO LUIS	740 E 11TH ST	REPAIR REPLACE	R1			11/19/24	1,816.00	177.24
26091	FREEDOM DEVELOPMENT LLC	516 ARROWGRASS LN	REPAIR REPLACE	R3			11/19/24	62,250.00	1,083.75
26092	JOHN & JOY MCNALLY	1105 WILMINGTON RD	REPAIR REPLACE	R1			11/19/24	5,928.00	238.92
26093	CONNIE & ROBERT DAVIS	9 STUYVESANT AVE	REPAIR REPLACE	R1			11/19/24	16,460.00	396.90
26094	N & C LLC	1004 GRAY ST	DEMO	R3			11/19/24	23,400.00	501.00
26095	KAREN WHALEN	150 E 4TH ST	REPAIR REPLACE	HR			11/19/24	3,350.00	250.25
26096	ROBERT THOMPSON	537 ARROWGRASS LN	NEW BUILDING	R3			11/21/24	9,300.00	289.50
26097	MARION EARLE	69 W 5TH ST	REPAIR REPLACE	HR		DDD	11/21/24	14,299.57	364.49
26098	STANLEY MATHERLY	603 CLYMER ST	ALTERATION	R3			11/21/24	3,820.00	207.30
26099	DAVID & LULA ATHERTON	513 DELAWARE ST	REPAIR REPLACE	R2	50.00	DDD	11/22/24	3,400.00	251.00
26100	DEBORAH SHANE & BRYAN SHELTON	106 THE STRAND	REPAIR REPLACE	HR	50.00		11/25/24	648.88	100.00
26101	TRUSTEES OF NEW CASTLE COMMONS	124 SUNSET BVD	ADDITION	GC			11/25/24	200,000.00	3,150.00
26102	N & C LLC	1004 GRAY ST	DEMO	R3			11/25/24	1,700.00	175.50
26103	RYAN MITCHELL & LAURA GREEN	22 E 5TH ST	REPAIR REPLACE	HR			11/25/24	2,014.00	180.21
Total 37								\$1,528,997.45	\$28,463.42

City of New Castle
Code Enforcement
Monthly Council Report

Steven J. Duncan

Code Enforcement Officer

220 Delaware Street

New Castle DE 19720

To: Mayor and Council

From: Steven Duncan, Code Enforcement Officer

Date: 12/10/2024

Attached please find information posted for the period of November1st-November30th 2024 for Code Enforcement

FRC:

Attachments

Code Enforcement Brief for the December, 2024 Council Meeting

Attached please find:

1. Number of violations filed for November 1st-30 2024
2. Properties subject to fees
3. 2024 year to date code enforcement invoicing log
4. Nuisance properties
5. Vacant Properties
6. Vacant Properties presently being renovated
7. Boarded properties

Properties throughout the city cited in November 2024 for various quality of life issues:

Excess growth of weed, brush, and grasses	3
Storing an inoperable motor vehicle in a residential zone	13
Working in the city without a current license and or a building permit	0
Maintaining a rental property without a rental business license	2
Open Storage of household items in a residential zone	10
Properly maintain unused and or unoccupied property	0
Maintaining exterior surfaces of a dwelling in good repair	9
Obstructing the sidewalk	1
Unpermitted work	4
Stopped work in progress	2
No Rental license	1
Barking dogs	2
Sanitary Code	1
Additionally:	
Vehicles referred to New Castle City PD for tow	6
Number of follow up visits to previous violations	26

2024, Year to Date Code enforcement Log

Date	Address	Name	Code	Invoice	Fee
11/8/24	104 w 10 th	McVey	140	15-00296	300.00
11/14/24	900 Wash.	Messick	140-40	15-00319	150.00
11/20/24	151 Katrin	Bruen	140	15-00343	300.00

Nuisance Properties:

Properties that require continued monitoring to make certain they remain code compliant

17 Booker Circle

Not being maintained as if used

And or occupied

138 East 4th street Mt. Salem Church

Not being maintained as if used

Group in charge of building has filed for permits to begin work to remove the wooden section at the back that is cause for most of the concern

104 West 10th street

Exterior Maintenance issues violations and fine sent 11/8/2024

120 East 4th Street

Exterior Maintenance issues Violation sent (11/4/2024)

Possible Vacant properties:

Address	owner	
16 West 10 th	Gladys Clark	01400-261
518 Cherry Street	Sherrif sale on 11/12/2024	01510-066
56 west 4 th	Janet Roberts	01530-081
527 South Street	Claudette Harris	01400-389
800 Clayton Street	Delores Marcozzi	01400-328
15 Holcomb	Marc Penn	00400-046
905 Gray street	Todd Barnett	01400-212
919 Gray Street	John Wood	01400-205
603 Clymer Street	Stanley Mathers	01700-089
736 Clark Street	Charles Fleetwood	01700-065
1 &3 Battery Park	LLACG Community Investment	01530-200
1005 Wilmington Road	Commerce Venture Group	00700-201
1010 Clayton Street	2 Gen Investments LLC	01400-252

Possibly Vacant properties

102 Buttonwood	Kosmic Order Holdings LLC	00500-016
116 Buttonwood	Benjamin Nwanonyi	00500-021
118 Buttonwood	NAS homes LLC	0500-022
51 East 2 nd street	ONC toner LLC	01540-025
19 West 4h street	Andrea Lacombe Ethan Fisher	01530-130
152 East 4 th	Norman E Effe	01500-081
1300 Washington Street	Matthew Emmons	01400-020
423 Gray Street	Linda Loveless	01400-403
1004 Gray Street	Alicia Arcidiacomo	01400-190
607 West 11 th Street	Christina Smith	01400-457
621 Clymer St	Bryanna Stranahan	01700-080
610 Clark Street	M & M Housing	01700-109

Vacant Properties currently being renovated:

Address	parcel	owner	date acquired
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Boarded Properties:

Address:	Parcel	Owner	Status
17 Booker Cir	00400-056	Leroy Robinson	Vacant/Boarded

Properties subject to fees:

9 Arbutus

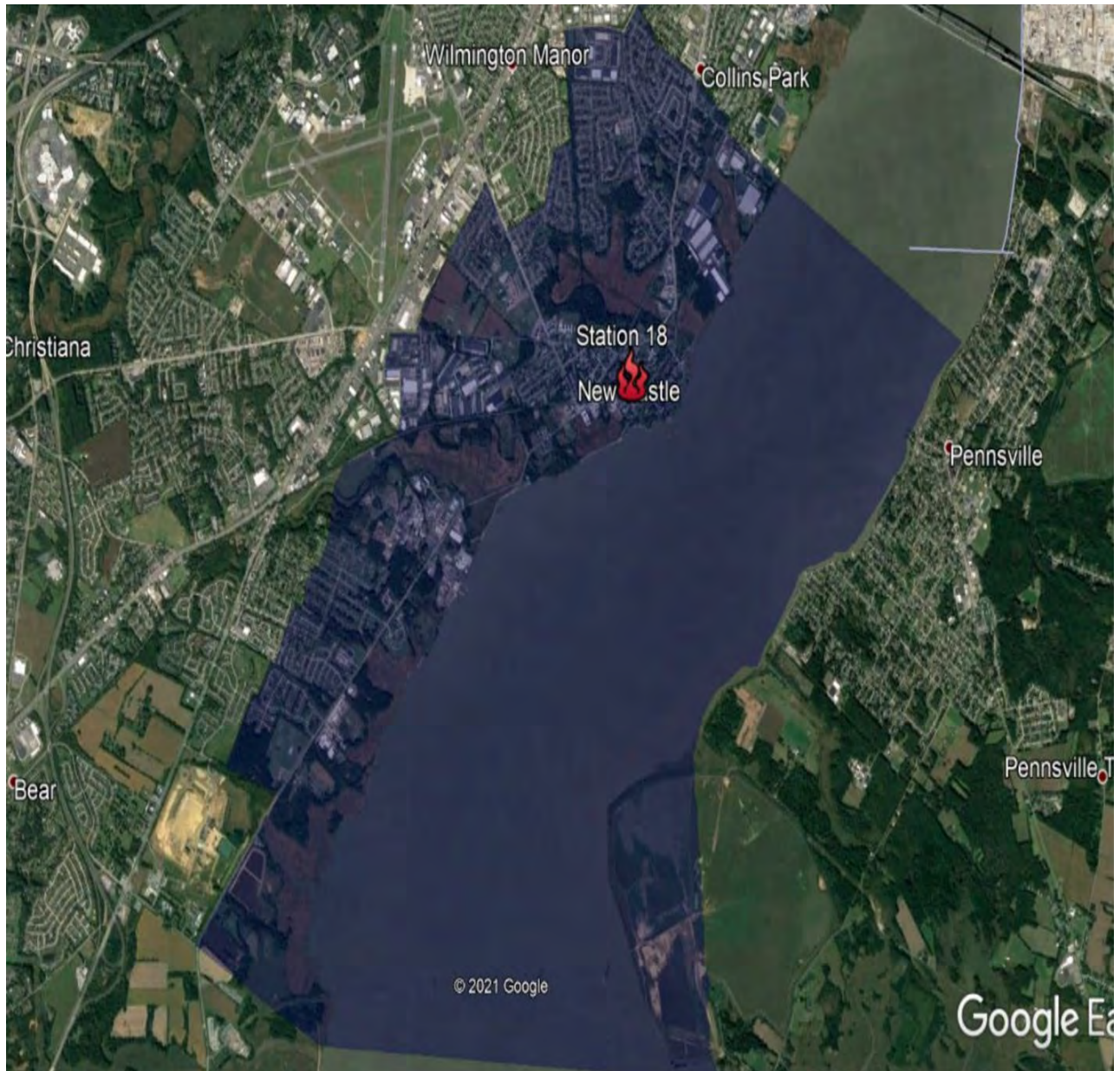
104 West 10th Street \$300 fine issued on 11/7/2024

120 East 4th street

GOOD WILL FIRE COMPANY NOVEMBER REVIEW 2024



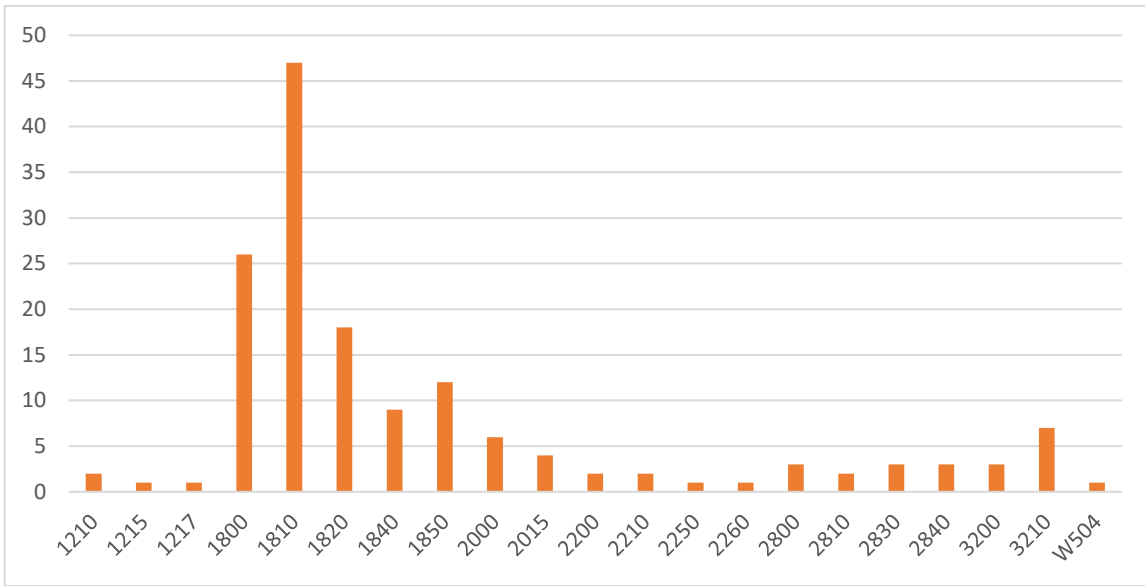
Coverage Area



Coverage Area Continue

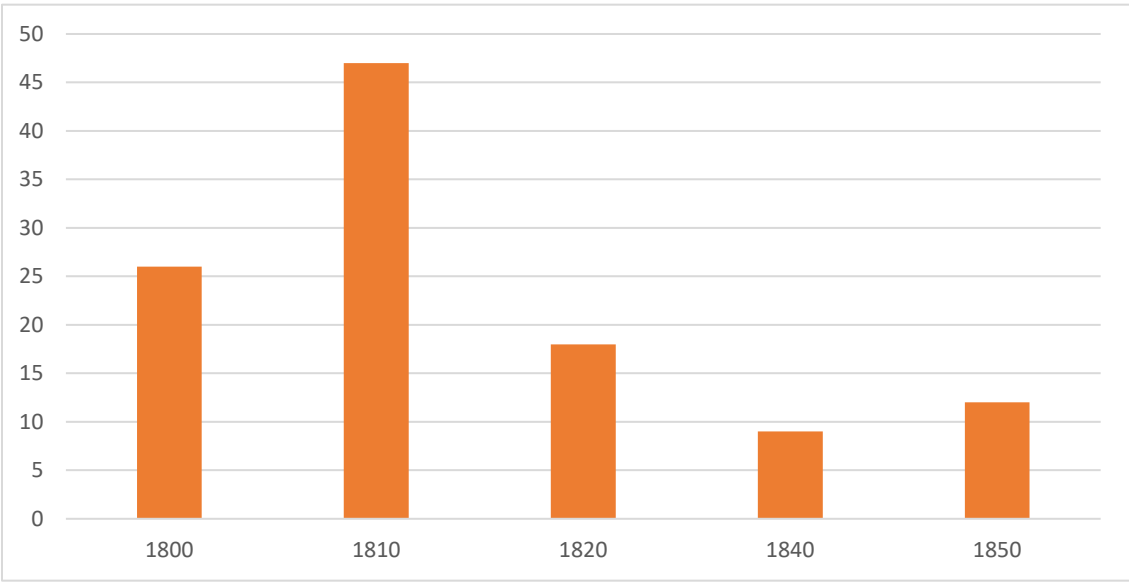
- Grid 1800: New Castle (Downtown area)
- Grid 1810: Van Dyke Village; Baldton; New Castle Manor; Boothhurst; Booker Circle; Penn Valley; Buttonwood; Castle Hills; Jefferson Farms; Boulden
- Grid 1820: Stockton; Wilmington Manor Gardens; Penn Acres South
- Grid 1833: Delaware River from 3rd St Boat Ramp to the High-Tension Power Lines
- Grid 1834: Delaware River from 3rd St Boat Ramp to the area of Buttonwood
- Grid 1840: Washington Park; Dobbinsville; Centerpoint Industrial Park; Quigley Blvd
- Grid 1850: Villages of Llangollen; Llangollen Estates; Riversedge; Wynthorpe; Beaverbrook Crest; Bayview Manor; Pines at Bayview
- Grid 1870: Riverbend
- Grid 18TRL: Jack A. Markell Trail (from Delaware St. to Boulden Blvd)

Ems Incidents for the Month



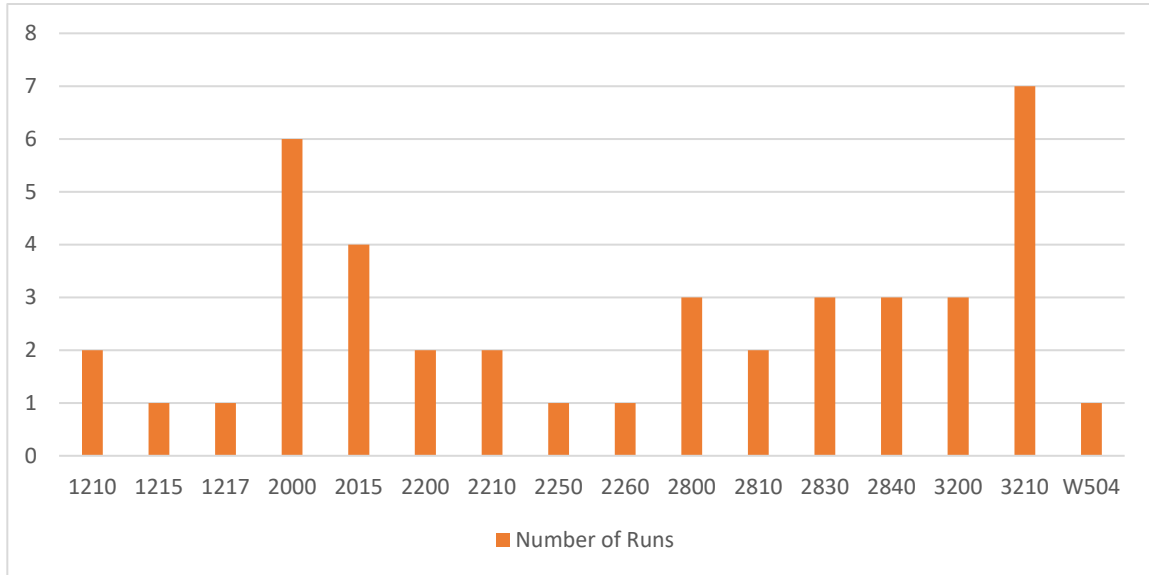
Scene Incident Zone	Number of Runs	Percent of Total Runs
1210	2	1.30%
1215	1	0.65%
1217	1	0.65%
1800	26	16.88%
1810	47	30.52%
1820	18	11.69%
1840	9	5.84%
1850	12	7.79%
2000	6	3.90%
2015	4	2.60%
2200	2	1.30%
2210	2	1.30%
2250	1	0.65%
2260	1	0.65%
2800	3	1.95%
2810	2	1.30%
2830	3	1.95%
2840	3	1.95%
3200	3	1.95%
3210	7	4.55%
W504	1	0.65%
Total	154	

In District Responses



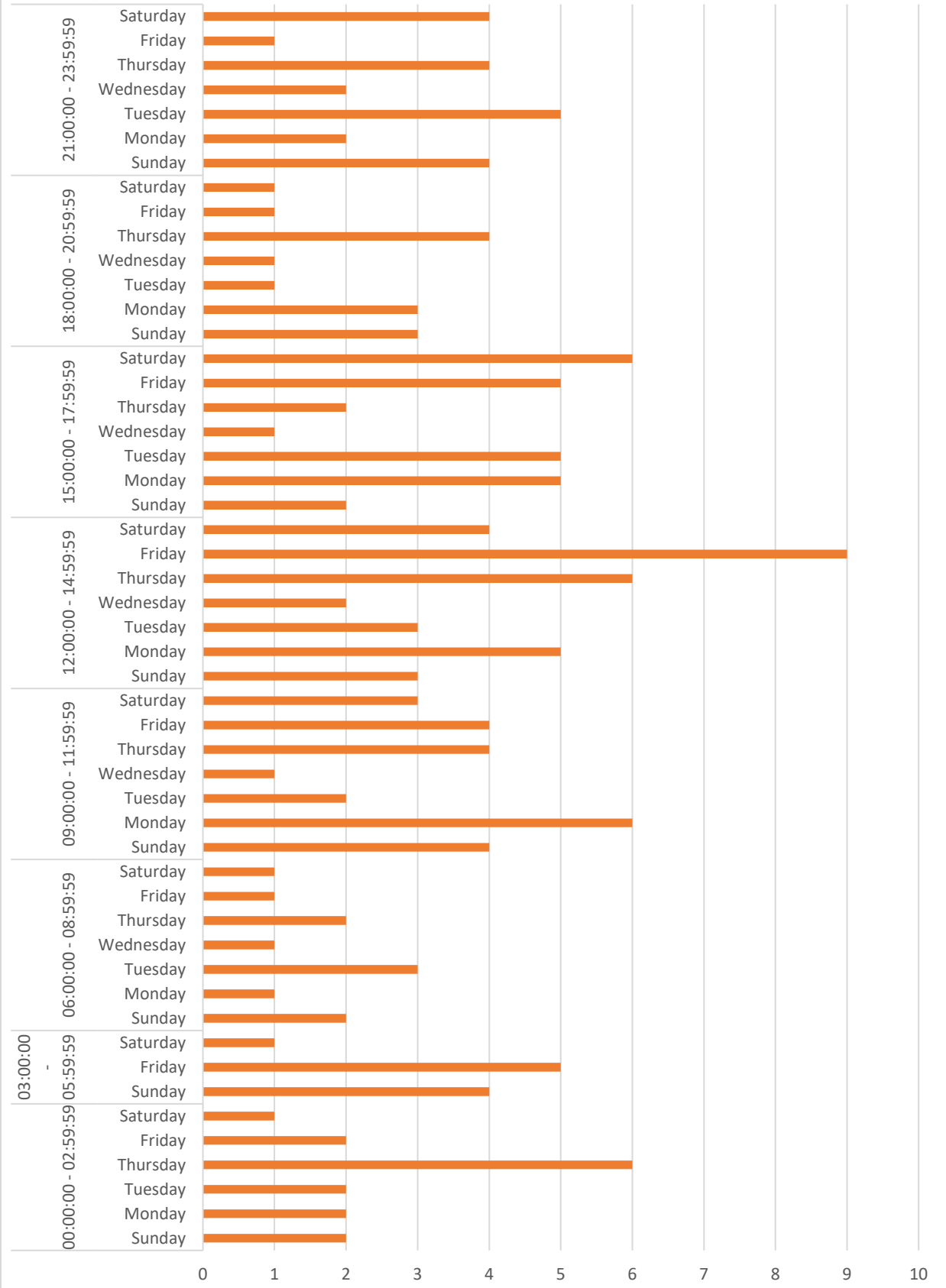
Scene Incident Zone	Number of Runs	Percent of Total Runs
1800	26	16.88%
1810	47	30.52%
1820	18	11.69%
1840	9	5.84%
1850	12	7.79%
Total	112	

Out of District Responses



Scene Incident Zone	Number of Runs	Percent of Total Runs
1210	2	1.30%
1215	1	0.65%
1217	1	0.65%
2000	6	3.90%
2015	4	2.60%
2200	2	1.30%
2210	2	1.30%
2250	1	0.65%
2260	1	0.65%
2800	3	1.95%
2810	2	1.30%
2830	3	1.95%
2840	3	1.95%
3200	3	1.95%
3210	7	4.55%
W504	1	0.65%
Total	42	

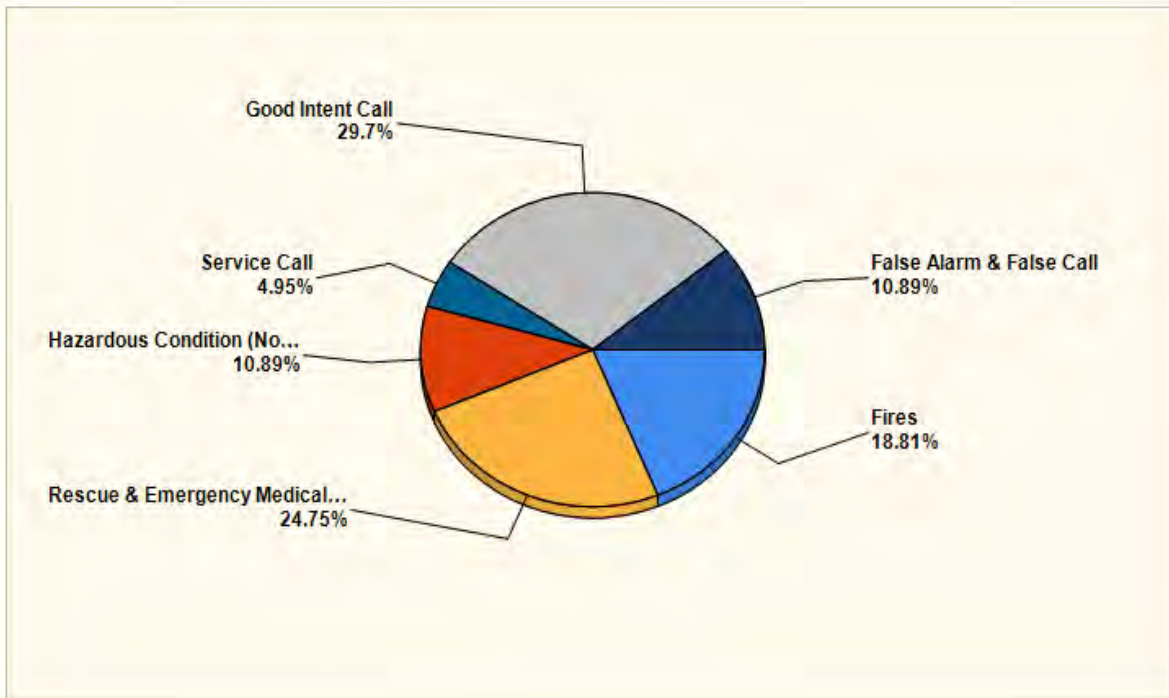
Number of Runs by Incident Three Hour Range Of Day 24



Incidents by Response Disposition

Disposition Incident Patient Disposition (eDisposition.12)	Number of Runs	Percent of Total Runs
BLS Transport (911 calls - if you are a BLS Provider)	96	62.34%
Cancellation	23	14.94%
Patient Refusal	16	10.39%
Public Service	5	3.25%
DOPA	4	2.60%
Agency Assist	3	1.95%
BLS Interfacility / Non - Emergency Transport / SCT	2	1.30%
Unable to Location Patient / Scene	2	1.30%
Critical Care Transport	1	0.65%
Standby-No Patient Contacts	1	0.65%
Transfer of Care	1	0.65%
Total	154	

Fire Incidents for the Month

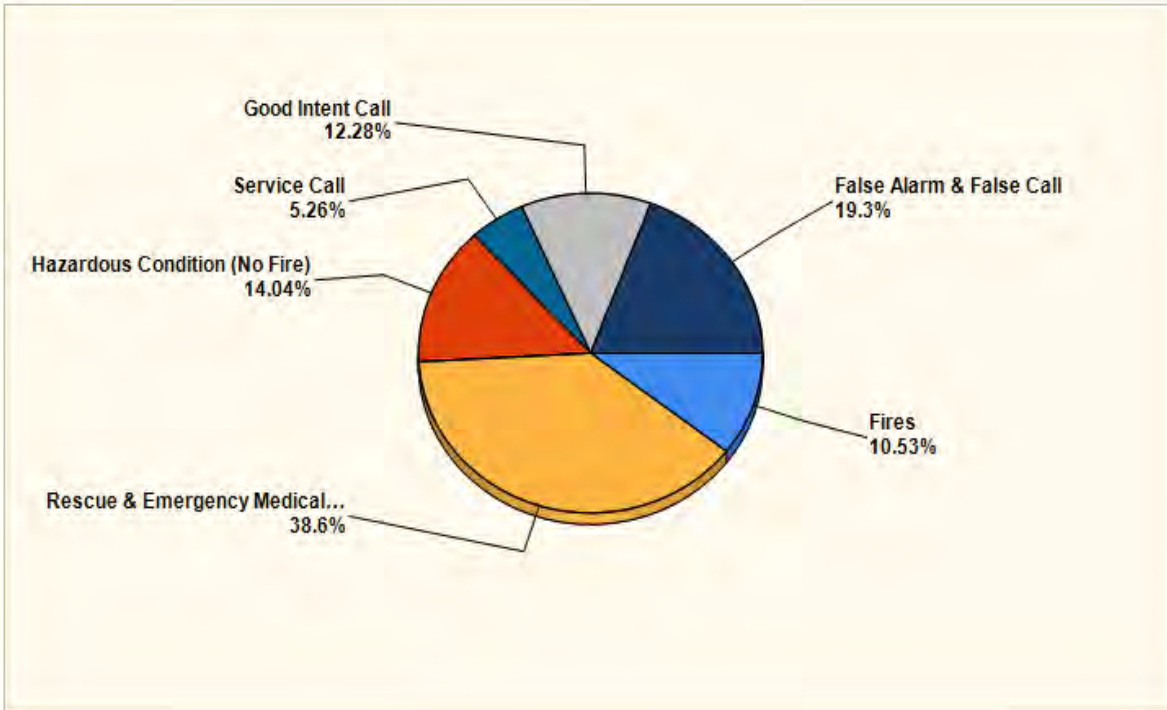


MAJOR INCIDENT TYPE	# INCIDENTS	% of TOTAL
Fires	19	18.81%
Rescue & Emergency Medical Service	25	24.75%
Hazardous Condition (No Fire)	11	10.89%
Service Call	5	4.95%
Good Intent Call	30	29.7%
False Alarm & False Call	11	10.89%
TOTAL	101	100%

Breakdown by Incident Type

INCIDENT TYPE	# INCIDENTS	% of TOTAL
111 - Building fire	8	7.92%
113 - Cooking fire, confined to container	5	4.95%
131 - Passenger vehicle fire	1	0.99%
141 - Forest, woods or wildland fire	4	3.96%
142 - Brush or brush-and-grass mixture fire	1	0.99%
311 - Medical assist, assist EMS crew	19	18.81%
320 - Emergency medical service, other	1	0.99%
322 - Motor vehicle accident with injuries	4	3.96%
324 - Motor vehicle accident with no injuries.	1	0.99%
400 - Hazardous condition, other	1	0.99%
410 - Combustible/flammable gas/liquid condition, other	2	1.98%
411 - Gasoline or other flammable liquid spill	1	0.99%
424 - Carbon monoxide incident	4	3.96%
440 - Electrical wiring/equipment problem, other	1	0.99%
441 - Heat from short circuit (wiring), defective/worn	1	0.99%
442 - Overheated motor	1	0.99%
511 - Lock-out	1	0.99%
553 - Public service	3	2.97%
571 - Cover assignment, standby, move up	1	0.99%
611 - Dispatched & cancelled en route	27	26.73%
651 - Smoke scare, odor of smoke	2	1.98%
671 - HazMat release investigation w/no HazMat	1	0.99%
733 - Smoke detector activation due to malfunction	8	7.92%
743 - Smoke detector activation, no fire - unintentional	3	2.97%
TOTAL INCIDENTS:	101	100%

In District Incidents for the Month

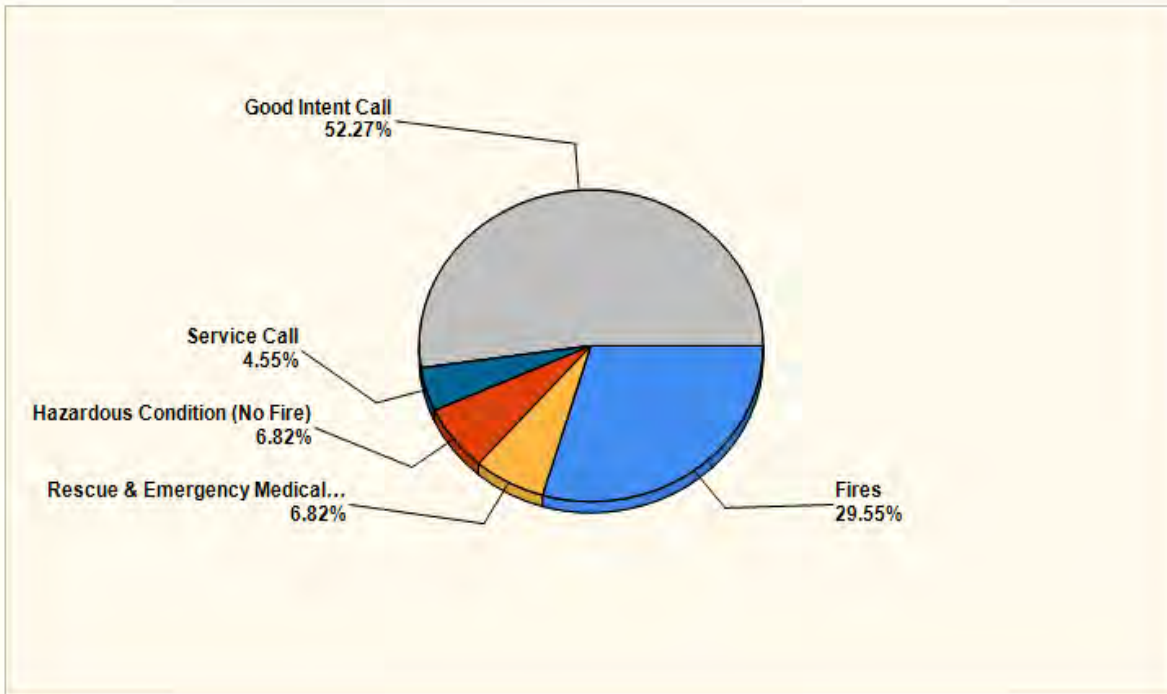


MAJOR INCIDENT TYPE	# INCIDENTS	% of TOTAL
Fires	6	10.53%
Rescue & Emergency Medical Service	22	38.6%
Hazardous Condition (No Fire)	8	14.04%
Service Call	3	5.26%
Good Intent Call	7	12.28%
False Alarm & False Call	11	19.3%
TOTAL	57	100%

Breakdown by Incident Type

INCIDENT TYPE	# INCIDENTS	% of TOTAL
113 - Cooking fire, confined to container	3	5.26%
141 - Forest, woods or wildland fire	2	3.51%
142 - Brush or brush-and-grass mixture fire	1	1.75%
311 - Medical assist, assist EMS crew	18	31.58%
320 - Emergency medical service, other	1	1.75%
322 - Motor vehicle accident with injuries	2	3.51%
324 - Motor vehicle accident with no injuries.	1	1.75%
400 - Hazardous condition, other	1	1.75%
411 - Gasoline or other flammable liquid spill	1	1.75%
424 - Carbon monoxide incident	4	7.02%
440 - Electrical wiring/equipment problem, other	1	1.75%
442 - Overheated motor	1	1.75%
511 - Lock-out	1	1.75%
553 - Public service	2	3.51%
611 - Dispatched & cancelled en route	4	7.02%
651 - Smoke scare, odor of smoke	2	3.51%
671 - HazMat release investigation w/no HazMat	1	1.75%
733 - Smoke detector activation due to malfunction	8	14.04%
743 - Smoke detector activation, no fire - unintentional	3	5.26%
TOTAL INCIDENTS:	57	100%

Out of District Incidents for the Month

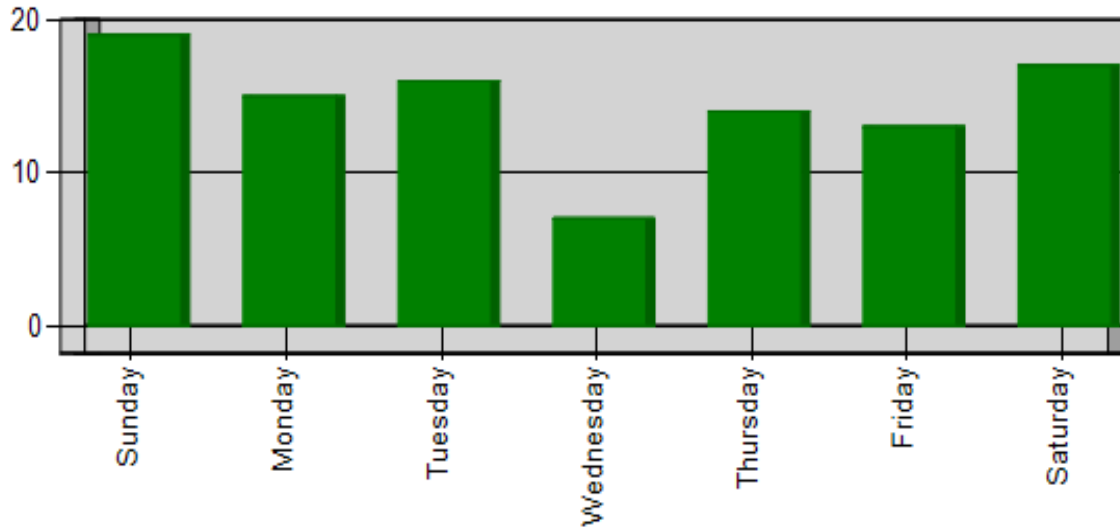


MAJOR INCIDENT TYPE	# INCIDENTS	% of TOTAL
Fires	13	29.55%
Rescue & Emergency Medical Service	3	6.82%
Hazardous Condition (No Fire)	3	6.82%
Service Call	2	4.55%
Good Intent Call	23	52.27%
TOTAL	44	100%

Breakdown by Incident Type

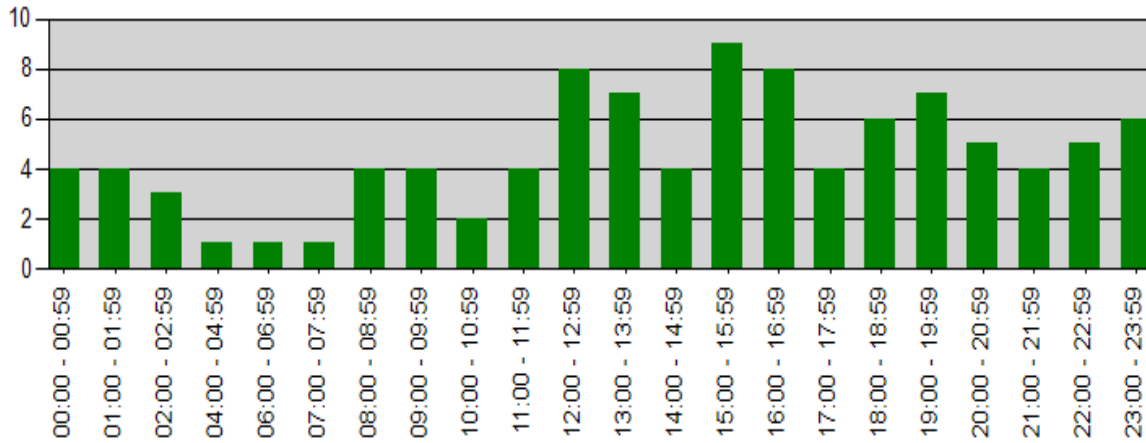
INCIDENT TYPE	# INCIDENTS	% of TOTAL
111 - Building fire	8	18.18%
113 - Cooking fire, confined to container	2	4.55%
131 - Passenger vehicle fire	1	2.27%
141 - Forest, woods or wildland fire	2	4.55%
311 - Medical assist, assist EMS crew	1	2.27%
322 - Motor vehicle accident with injuries	2	4.55%
410 - Combustible/flammable gas/liquid condition, other	2	4.55%
441 - Heat from short circuit (wiring), defective/worn	1	2.27%
553 - Public service	1	2.27%
571 - Cover assignment, standby, move up	1	2.27%
611 - Dispatched & cancelled en route	23	52.27%
TOTAL INCIDENTS:	44	100%

Incidents by Day of the Week



DAY OF THE WEEK	# INCIDENTS
Sunday	19
Monday	15
Tuesday	16
Wednesday	7
Thursday	14
Friday	13
Saturday	17
TOTAL	101

Incidents by Hour



HOUR	# INCIDENTS
00:00 - 00:59	4
01:00 - 01:59	4
02:00 - 02:59	3
04:00 - 04:59	1
06:00 - 06:59	1
07:00 - 07:59	1
08:00 - 08:59	4
09:00 - 09:59	4
10:00 - 10:59	2
11:00 - 11:59	4
12:00 - 12:59	8
13:00 - 13:59	7
14:00 - 14:59	4
15:00 - 15:59	9
16:00 - 16:59	8
17:00 - 17:59	4
18:00 - 18:59	6
19:00 - 19:59	7
20:00 - 20:59	5
21:00 - 21:59	4
22:00 - 22:59	5
23:00 - 23:59	6

Ordinance No. 552

An Ordinance to establish a new Chapter 77 in the New Castle City Code relating to Election Candidacy Declaration Requirements.

WHEREAS, the Council of The City of New Castle (“City Council”) possesses the authority to adopt, amend, modify, or repeal The City of New Castle Municipal Code (“Code”);

WHEREAS, The City of New Castle Charter establishes Election Procedures (Section 6) which include provisions regulating the process and requirements for declaring candidacy for election to City offices, and which states, in relevant part, that such persons “shall file with the City his or her name, place of residence, and date, designating the office for which he or she seeks to become a candidate, no later than 5:00 p.m. local time, of the last Friday in the month of February in the year of the election.”;

WHEREAS, the City Council desires to establish a new Chapter 77, to provide further regulations and guidance for City officials and residents regarding the proper method for declaring candidacy for election to City office (“Proposed Changes”); and

WHEREAS, the City Council finds that the Proposed Changes are consistent with 15 *Del. C.* § 7555.

NOW, THEREFORE, making the express finding that the Proposed Changes outlined below enhance the health, safety, and welfare of the City of New Castle, the City Council of The City of New Castle hereby ordains and adopts the following Code changes and revisions:

Section 1. Amend City of New Castle Code to adopt a new Chapter 77 relating to Election Candidacy Declaration Requirements, which shall read, in its entirety, as follows:

Chapter 77

ELECTION CANDIDACY DECLARATION REQUIREMENTS

§ 77-1. Purpose and intent.

The purpose of this Chapter is to provide for the health, safety, and general welfare of the citizens and businesses of the City of New Castle (the “City”) through the regulation of procedures for candidacy declaration in City elections which are not provided for elsewhere in the City’s Code or Charter.

§ 77-2. Procedures for Candidacy Declaration.

The procedures for complying with the requirements set forth in the City Charter shall be as follows:

- A. Appropriate forms to be completed for candidacy declaration (the “Candidacy Declaration Packet”) will be made available to potential candidates at the administrative offices of the City, as well as via electronic means, including but not limited to posting on the City’s website.
- B. The Candidate Filing Form shall include the following statement:

“I certify that I meet the following requirements for office as set forth in Delaware Code 15 Del. C. § 7555 *Candidates; eligibility; declaration of candidacy* and the Charter of the City of New Castle.

 - I will be at least 21 years of age as of the date of the election.
 - I have been a resident of the City of New Castle for at least 2 years.
 - I am a registered voter in the State of Delaware.
 - I have never been convicted of a felony.”
- C. The completed Candidacy Declaration Packet may be presented in-person to the City Administrator, or another agent of the City so designated therefore; alternatively, the completed Candidacy Declaration Packet may be submitted electronically to the City Administrator through any eSignature software that creates a legally binding electronic or digital signature.
- D. Persons seeking to declare candidacy must include with his or her Candidacy Declaration Packet a completed and notarized affidavit (a form of which is included therewith) affirming that he or she meets the candidacy requirements set forth in the Charter and Delaware Code 15 Del. C. § 755 to an email address provided upon issuance of the Candidacy Declaration Packet. In addition to the notarized form, Persons seeking to declare candidacy electronically shall also submit documents confirming proof of name, residency.
- E. In lieu of the electronically submitted Candidacy Declaration Packet, persons seeking to declare candidacy may submit the Candidacy Declaration Packet in person along with the notarized affidavit provide proof of name, residency, and that he or she otherwise meets the requirements set forth in the Charter.
- F. Should there be any deficiency in a candidate’s filing or evidence raising a question of the candidate’s qualification for office, the City Administrator, or another agent of the

City so designated, shall provide immediate notice to the candidate with opportunity to rectify the deficiency in accordance with the guidelines outlined in Delaware Code 15 Del. C. § 755.

- G. Where the Charter requirements fix the deadline for declaration of candidacy in regular elections at 5:00 p.m. local time “of the last Friday in the month of February in the year of the election,” the deadline for declaration of candidacy for special elections shall be a date and time fixed by Council, as appropriate under the circumstances, but in no event less than forty (40) days prior to the scheduled election date.

- H. **Section 2. Inconsistent Ordinances and Resolutions Repealed.** All Ordinances or parts of Ordinances and all resolutions or parts of resolutions that may be in direct conflict herewith are hereby repealed.

- I. **Section 3. Severability.** The provisions of this Ordinance shall be severable. If any provisions of this Ordinance are found by any court of competent jurisdiction to be unconstitutional or void, the remaining provisions of this Ordinance shall remain valid, unless the court finds that the valid provisions of this Ordinance are so essentially and inseparably connected with, and so dependent upon, the unconstitutional or void provision that it cannot be presumed that City Council would have enacted the remaining valid provisions without the unconstitutional or void provision; or unless the court finds that the remaining valid provisions, standing alone, are incomplete and incapable of being executed in accordance with City Council’s intent.

- J. **Section 4. Effective Date.** This Ordinance shall become effective upon approval by City Council.

First Reading

Second Reading

Signed this _____ day of _____, 2024

Suzanne Souder, President of City Council

Attest: _____
Courtaney Taylor, City Clerk

Approved: _____
Valarie Leary, Mayor

NEW CASTLE ADA SIDEWALK IMPROVEMENTS 2025-002
BID COMPARISON

Item No.	Description	Quantity	Unit	Cirillo		Advanced Paving Services	
				Unit	Total	Unit	Total
1	Mobilization / demobilization	1	LS	\$33,000.00	\$33,000.00	\$10,000.00	\$10,000.00
2	Field Engineering and Surveying	1	LS	\$35,000.00	\$35,000.00	\$25,000.00	\$25,000.00
3	Maintenance of traffic	1	LS	\$95,000.00	\$95,000.00	\$45,000.00	\$45,000.00
4	BID ITEM REMOVED						
5	Superpave type C surface course - 3.25 inch depth	10	tons	\$500.00	\$5,000.00	\$300.00	\$3,000.00
6	Superpave type B base course - 4 inch depth	5	tons	\$480.00	\$2,400.00	\$300.00	\$1,500.00
7	Type B graded aggregate base course - 8 inch depth	5	tons	\$150.00	\$750.00	\$100.00	\$500.00
8	Remove and Reset Granite Curb	1100	LF	\$365.00	\$401,500.00	\$59.10	\$65,010.00
9	Remove and Reset Brick Sidewalk	570	SF	\$61.00	\$34,770.00	\$55.00	\$31,350.00
10	Detectable Warning Surfaces	60	Each	\$900.00	\$54,000.00	\$1,650.00	\$99,000.00
11	Painting and Stripping	1	LS	\$15,000.00	\$15,000.00	\$6,500.00	\$6,500.00
12	Concrete Sidewalk - remove and replace	30	SF	\$450.00	\$13,500.00	\$25.00	\$750.00
13	Concrete Curb - remove and replace	200	LF	\$150.00	\$30,000.00	\$65.00	\$13,000.00
14	Restorations	1	LS	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00
Total Bid					\$744,920.00		\$325,610.00



CITY OF NEW CASTLE DELAWARE

CONTRACT NO. 2025-002

ADA SIDEWALK IMPROVEMENTS CONTRACT

October 2024

ADDENDUM #2

City of New Castle, Delaware
Contract No. 2025-002
ADA Sidewalk Improvements Contract
November 14, 2024

This addendum is hereby made part of the Contract Documents for the referenced project. Please note the following additions, changes, corrections, and/or information and include the requirements stated herein in connection with this Contract. Work or materials not specifically mentioned herein are to be as described in the original Contract Documents. This addendum #2 contains a total of one (1) page including this page.

The following additional question was submitted, and a response is provided below.

1. Submission of a Consent of Surety of Bid with the submission of the bid package is not required.

If you have any questions, please e-mail Brian N. Bolender, P.E. at brian.bolender@acocom.com or call 302.781.5900

END OF ADDENDUM #2

ADDENDUM #1

City of New Castle, Delaware
Contract No. 2025-002
ADA Sidewalk Improvements Contract
November 7, 2024

This addendum is hereby made part of the Contract Documents for the referenced project. Please note the following additions, changes, corrections, and/or information and include the requirements stated herein in connection with this Contract. Work or materials not specifically mentioned herein are to be as described in the original Contract Documents. This addendum #1 contains a total of twenty-three (23) pages including these pages.

1. The meeting minutes, and sign in sheet from the pre-bid meeting held on November 6, 2024, are attached.
2. The Bid Form was updated to remove Item 4, Excavation and Removal of Existing Materials, as this item is not being utilized. The Bid Form was also updated to correct the units from SY to SF on Item 9, Remove and Reset Brick Sidewalk, and Item 12, Concrete Sidewalk – Remove and Replace. An updated Page BP-1 is attached.
3. The Prevailing Wage Rate Table was updated to be the certified copy from the Department of Labor, including the Debarment List. An updated Prevailing Wage Rate Table is attached.
4. Section TS-1, Measurement and Payment, Part 3, Bid Items, Section 3.2, Field Engineering and Surveying has been updated to note that all work is to be completed in accordance with the specifications, as plans are not available, and the intent of the as-built survey is to verify that the improvements are in accordance with ADA standards. An updated Page TS-4 is attached.
5. Section TS-1, Measurement and Payment, Part 3, Bid Items, Section 3.4, Excavation and Removal of Existing Materials has been updated to note that this item is not required. Required excavation is incidental to other bid items. An updated Page TS-5 is attached.
6. Section TS-1, Measurement and Payment, Part 3, Bid Items, Section 3.12, Concrete Sidewalk – Remove and Replace has been updated in both Subsections A and B to note the measurement and payment for this item will be on a square feet basis rather than a square yard basis as previously noted. An updated Page TS-8 is attached.
7. Section TS-5, Excavation and Removal of Existing Materials has been removed in its entirety as this section is not required. Updated Pages TS-15, TS-16 and TS-17 are attached.
8. Section TS-7, Paving, Part 1, General, Section 1.1, Summary, Bullet A and B have been updated to note the pavement typical section to be utilized for restoring the existing roadway where the curbing is installed. Updated Pages TS-23 through TS-30 are attached.

The following additional questions were submitted, and responses are provided below.

1. For granite curbing, the intent is to reuse the existing granite curb, as noted in the specifications. New granite curb will only be required if the existing granite curb is damaged, therefore, it is not possible to determine the amount of new granite curb that will be needed.
2. The concrete sidewalk bid item is to cover construction of new concrete sidewalk and / or ramps as noted in the specifications.

If you have any questions, please e-mail Brian N. Bolender, P.E. at brian.bolender@aecom.com or call 302.781.5900

END OF ADDENDUM #1

MEETING MINUTES

Date: November 6, 2024
To: All Plan Holders
From: Brian N. Bolender, PE
Subject: City of New Castle ADA Sidewalk Improvements Contract
Meeting Date: November 6, 2024
Contract No. Contract 2025-002

PRE-BID MEETING:

ATTENDEES: Per Sign In Sheet Attached

LOCATION: Teams Virtual Meeting

Sealed bid proposals for “Contract 2025-002 ADA Sidewalk Improvements Contract” as described in the proposal package, for the City of New Castle, Delaware, will be received from qualified bidders until 1:30 PM on November 20, 2024, at the City Administration Building, 220 Delaware Street, New Castle, Delaware, 19720.

On November 6, 2024, an optional pre-bid meeting for the **ADA Sidewalk Improvements Contract** project was held at 1:30 PM via a virtual Teams meeting.

The following topics were discussed:

1. Attendance at the pre-bid meeting is not mandatory. The City of New Castle may accept bids from bidders not attending the meeting.
2. All questions related to the bid shall be submitted in writing to either the City of New Castle or the engineer, AECOM. Contact information will be provided with these minutes.
3. All questions related to the bid must be submitted at least seven calendar days prior to the bid date. Responses to the questions will be provided via addendum if the City or Engineer feels it is necessary. The last day for questions is November 13, 2024.

4. Bids are scheduled to be open at 1:30 PM on November 20, 2024. No bids will be accepted after 1:30 PM. Bids are not to be submitted by email – any bids submitted by email will be discarded. Bids are to be delivered to the City Administrator at the City Administration Building, 220 Delaware Street, New Castle, 19720
5. Payment of prevailing wages is required on the Project. The wage rate schedule is Highway Construction and is dated March 15, 2024 (a certified copy will be included in a forthcoming addenda). The general contractor and all subcontractors will be required to report wages as stipulated in the Bid Documents.
6. Minority Business Enterprises (MBE), Disadvantaged Business Enterprises (DBE) and Women Business Enterprises (WBE) will be afforded full opportunity to submit bids on this contract and will not be subject to discrimination on the basis of race, color, national origin, sex, religion, age, disability or sexual orientation in the consideration of this award. MBE, DBE and /or WBE participation is not required on this project.
7. Contractors must complete and submit Pages BF-1 to BF-4, and BP-1 with their bid, along with a 10% bid bond which is on sheet BB-1.
8. Contractors must indicate acceptance of all Addenda on the Bid Forms.
9. Addenda will be issued to those entities known by the City or AECOM to have received a complete set of Bidding Documents.
10. Addenda will not be issued later than four days prior to the date for receipt of Bids, unless the Request for Bids is being withdrawn or the Bid Opening Date is being extended.
11. The Contractor is required to submit one original copy of the bid in a clearly marked Sealed Envelope, as noted in the Invitation to Bid and the Bid Documents.
12. The Contractor will be required to provide a Performance and Payment Bond. The Bonds shall be issued for 100% of the value of the Total Bid.
13. The Contractor will be required to possess a State of Delaware business license.
14. The Bid will be awarded based on the Total Bid.
15. The completion date for this project shall be a maximum of 120 calendar days beginning on the actual start date of the project as established in the Notice to Proceed, expected to be on or around January 2, 2025.

16. The requirements for Insurance are included in the Contract Documents. Workmans Compensation and Liability Insurance are required. The City of New Castle shall be named as an additional insured.
17. Working hours are from 7 to 7 Monday through Friday, and 9 to 7 on Saturday. The City can grant special permission to work outside these hours if requested and the City agrees with the request.
18. Description of Work was provided by Brian Bolender, AECOM. Maps showing the location of proposed work is included in the Contract documents.
19. Quantities and measurements shown on the Bid Tab, Page BP-1, are for bidding and contract purposes only. Quantities and measurements supplied or placed and verified by the Owner or Engineer shall determine payment.
20. Various submittals are required as specified in the technical specifications.
21. A 72 hour advance notice for all properties being impacted is required.
22. Submittals required to be signed by a Delaware PLS can also be signed by a Delaware PE.
23. Traffic control is a lump sum bid item (called Maintenance for Traffic in specifications).
24. There are no plans, only the bid specifications which include maps depicting the locations covered under the specifications.

The minutes of the meeting have been prepared by AECOM. We feel they accurately reflect the discussions of the meeting. Any additions, deletions or corrections to these minutes should be forwarded to the Engineer, in writing within 10 days. If no comments are received, the minutes presented above shall be considered acceptable to all parties

Sign In Sheet

Project: City of New Castle ADA Sidewalk Improvements Contract
Contract 2025-002

Date: November 6, 2024

Meeting: Pre-Bid Meeting

Name	Representing	Phone No.	Email Address
Brian Bolender	AECOM	302.781.5900	brian.bolender@aecom.com
Antonina Tantillo	City of New Castle	302.322.9812	atantillo@newcastlecivil.delaware.gov
Courtaney Taylor	City of New Castle	302.221.4532	ctaylor@newcastlecivil.delaware.gov
Heather Dorsey	AECOM	302.781.5900	heather.dorsey@aecom.com
Lila Echevarria	SME Contractors	302.743.7338	lila@smecontractors.com
Tony Pistoria	Cirillo Brothers	302.326.1540	tony@cirillobros.com

ADA Sidewalk Improvements Contract

NEW CASTLE, DELAWARE

CONTRACT NO. 2025-002

Item No.	Description	Quantity	Unit	Bid Unit Price	Bid Price
1	Mobilization / demobilization	1	LS		
2	Field Engineering and Surveying	1	LS		
3	Maintenance of traffic	1	LS		
4	BID ITEM REMOVED				
5	Superpave type C surface course – 3.25 inch depth	10	tons		
6	Superpave type B base course – 4 inch depth	5	tons		
7	Type B graded aggregate base course – 8 inch depth	5	tons		
8	Remove and Reset Granite Curb	1,100	LF		
9	Remove and Reset Brick Sidewalk	570	SF		
10	Detectable Warning Surfaces	60	Each		
11	Painting and Stripping	1	LS		
12	Concrete sidewalk – remove and replace	30	SF		
13	Concrete curb – remove and replace	200	LF		
14	Restorations	1	LS		
Total Bid					

STATE OF DELAWARE
DEPARTMENT OF LABOR
DIVISION OF INDUSTRIAL AFFAIRS
OFFICE OF LABOR LAW ENFORCEMENT
PHONE: (302) 318-2769

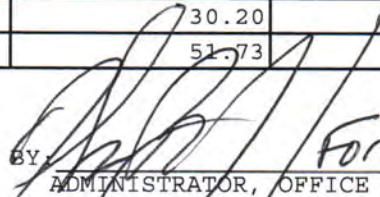
Mailing Address:
252 Chapman Road
Suite 210
Newark, DE 19702

Located at:
252 Chapman Road
Suite 210
Newark, DE 19702

PREVAILING WAGES FOR HIGHWAY CONSTRUCTION EFFECTIVE MARCH 15, 2024

CLASSIFICATION	NEW CASTLE	KENT	SUSSEX
BRICKLAYERS	65.24	65.24	69.05
CARPENTERS	65.85	61.06	49.30
CEMENT FINISHERS	70.64	43.32	44.16
ELECTRICAL LINE WORKERS	35.67	57.63	28.21
ELECTRICIANS	81.62	81.62	81.62
IRON WORKERS	86.81	31.66	33.63
LABORERS	54.96	50.59	49.65
MILLWRIGHTS	21.38	20.75	17.93
PAINTERS	81.29	81.29	81.29
PILEDRIVERS	95.51	31.53	88.62
POWER EQUIPMENT OPERATORS	82.31	52.56	48.15
SHEET METAL WORKERS	30.20	26.96	24.40
TRUCK DRIVERS	51.73	37.48	45.64

CERTIFIED: 10/23/2024

BY:  For Fran Chudzick
ADMINISTRATOR, OFFICE OF LABOR LAW ENFORCEMENT

NOTE: THESE RATES ARE PROMULGATED AND ENFORCED PURSUANT TO THE PREVAILING WAGE REGULATIONS ADOPTED BY THE DEPARTMENT OF LABOR ON APRIL 3, 1992.

CLASSIFICATIONS OF WORKERS ARE DETERMINED BY THE DEPARTMENT OF LABOR. FOR ASSISTANCE IN CLASSIFYING WORKERS, OR FOR A COPY OF THE REGULATIONS OR CLASSIFICATIONS, PHONE (302) 318-2769.

NON-REGISTERED APPRENTICES MUST BE PAID THE MECHANIC'S RATE.

PROJECT: 2025-002 ADA Sidewalks Improvement Contract, New Castle County



PREVAILING WAGE DEBARMENT LIST

The following contractors have been debarred for violations of the prevailing wage law 29Del.C. §6960 or other applicable State statutes.

Therefore, no public construction contract in this State shall be bid on, awarded to, or received by contractors and individuals on this list for a period of (3) three years from the date of the judgment or as deemed by a court of competent jurisdiction.

Contractor	Address	Date of Debarment
Mullen Brothers, Inc. and Daniel Mullen, individually	3375 Garnett Road, Boothwyn, PA 19060	Indefinite/ Civil Contempt
State Contractors Corporation, and Jose Oscar Rivera, individually	13004 Hathaway Drive Silver Spring, MD 20906	Indefinite/ 19 <u>Del.C. 2374(f)</u>
Green Granite and Jason Green, individually	604 Heatherbrooke Court Avondale, PA 19311	Indefinite/ Civil Contempt
Pro Image Landscaping, Inc. and Owner(s) individually	23 Commerce Street Wilmington, DE 19801 and/or 2 Cameo Road Claymont, DE 19703	Indefinite/19 <u>Del.C. §108 & 10 Del.C. 542(c)</u>
Liberty Mechanical, LLC and Owner(s), individually	2032 Duncan Road Wilmington, DE 19801	Indefinite/ 19 <u>Del.C. 2374(f)</u>
Integrated Mechanical and Fire Systems Inc. and Allison Sheldon, individually	4601 Governor Printz Boulevard Wilmington, DE 19809	Indefinite/19 <u>Del.C. §108 & 10 Del.C. 542(c)</u>

Updated: January 22, 2019

PART 3: BID ITEMS

3.1 MOBILIZATION / DEMOBILIZATION

- A. Measurement: No measurement will be made for Mobilization / Demobilization. It will be paid on a lump sum basis. The Lump Sum payment for this item will be full compensation for providing initial services and facilities required to mobilize for and commence the work of this project as shown, specified, and required to provide a complete project.
- B. Payment: The payment for mobilization will be made at 50 % on the first payment requested with the remainder paid in even monthly increments spread out over the Contract Time. Costs to be included under this item shall include such items as bonds, insurance, shop drawings, submittals, temporary facilities and controls, permits, notifications, coordination with Miss Utility or other underground utility-locating service along with other costs and incidentals associated with initiating the work. The maximum amount bid for this item shall not exceed 5% of the sum of all items.
- C. Description: Mobilization shall include all activities and associated costs for transportation of contractor's personnel, equipment, and operating supplies to the sites. Demobilization shall include all activities and costs for transportation of personnel, equipment, and supplies not required or included in the contract from the sites. This includes disassembly, removal, and site cleanups.

3.2 FIELD ENGINEERING AND SURVEYING

- A. Measurement: No measurement will be made for Field Engineering and Surveying. The lump sum payment for this item will be full compensation for all work related to the construction survey and layout of the proposed work in accordance with the specifications.
- B. Payment: The contract lump sum price will be paid under this item in proportion to the amount of work done as determined by the City or Engineer. The Contractor shall employ a surveyor or engineer professionally registered in the State of Delaware and acceptable to the City or Engineer. The price bid shall include, but not limited to field engineering and surveying services for stakeout of all project features and structures as specified herein, identify project benchmarks, establish all lines, elevations and reference marks needed by the Contractor or Engineer during the progress of the Work, and from time to time to verify such marks by instrument or other appropriate means. It also includes the preparation and certification of "As Built" Record Drawings of the improvements to verify conformance with ADA standards.

3.3 MAINTENANCE OF TRAFFIC

- A. Measurement: No measurement will be made for Maintenance of Traffic. The Lump Sum payment for this item will be full compensation for all items related to the control of traffic throughout the course of the project in accordance with the specifications, DeIDOT Standard Details and Manual on Uniform Traffic Control Devices (MUTCD).
- B. Payment: The contract lump sum price will be paid under this item in proportion to the amount of work completed as determined by the Owner or Engineer. The lump sum price bid shall include all of the Contractor's costs and shall include, but not limited to preparation of a Maintenance of Traffic Plan, proposed detour plans, notifications, coordination, furnishing, transporting, and set up of all traffic control equipment, materials, and labor to the various areas of construction as necessary to complete the work in accordance with the specifications, DeIDOT Standard Details and Manual on Uniform Traffic Control Devices (MUTCD).

3.4 EXCAVATION AND REMOVAL OF EXISTING MATERIALS

NOT UTILIZED FOR THIS PROJECT

3.5 WMA SUPERPAVE TYPE C SURFACE COURSE

- A. Measurement: The quantity of WMA Superpave Type C will be measured as the actual number of tons placed and accepted. Legible weight tickets shall be submitted to the City or Engineer for all WMA Superpave Type C delivered to the site and placed.
- B. Payment: The quantity of WMA Superpave Type C will be paid for at the Contract unit price per ton. Payment will constitute full compensation for furnishing, preparing, hauling, and placing all materials, including adjusting utility boxes, tack coat, crack and joint sealing, and incidental excavation.

3.12 CONCRETE SIDEWALK – REMOVE AND REPLACE

- A. Measurement: Measurement of square feet to be paid under this section shall be the actual number of square feet of existing concrete sidewalk removed and replaced with new concrete installed.
- B. Payment: The number of square feet as determined above shall be paid for at the contract unit price per square feet bid under this item, the unit price of which shall constitute full compensation necessary to complete the item, including incidental saw cut, excavation, graded aggregate base, demolition, disposal, construction of new concrete sidewalk / ramp, and compaction complete, in place and in accordance with the requirements of the contract documents.

3.13 CONCRETE CURB – REMOVE AND REPLACE

- A. Measurement: Measurement of linear feet to be paid under this section shall be the actual number of linear feet of existing concrete curbing removed and replaced with new concrete installed.
- B. Payment: The number of linear feet as determined above shall be paid for at the contract unit price per linear foot bid under this item, the unit price of which shall constitute full compensation necessary to complete the item, including incidental saw cut, excavation, graded aggregate base, demolition, disposal, construction of new concrete curbing, and compaction complete, in place and in accordance with the requirements of the contract documents.

3.14 RESTORATIONS

- A. Measurement: The lump sum payment for this item will be full compensation for all work related to the complete and final restoration of incidental obstructions damaged during the work and the restoration of areas disturbed by construction including the Contractor's lay down and storage areas.
- B. Payment: The contract lump sum price will be paid under this item in proportion to the amount of work done as determined by the Owner or Engineer and shall include, but not be limited the restoration of all areas disturbed by construction including mail boxes, signs, property corners, incidental damage to items designated to remain, landscaping, gardens, the furnishing and placement of topsoil, fertilizing, seeding, mulching, etc. along with the protection and maintenance of restored areas.

**TS-5 EXCAVATION AND REMOVAL OF EXISTING MATERIALS
NOT UTILIZED FOR THIS PROJECT**

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TS-7 PAVING

PART 1: GENERAL

1.1 SUMMARY

- A. The Contractor shall install WMA Superpave pavement and base courses in accordance with details as noted below and in the Specifications.
- B. Work shall include all labor, materials, and equipment necessary to perform all paving and surfacing where shown on the contract drawings. The pavement typical section shall consist of a 3.25 inch depth of Superpave Type C surface course, a 4 inch depth of Superpave Type B base course, and an 8 inch depth of Type B graded aggregate base course.

1.2 RELATED REQUIREMENTS

- A. Section TS- 6 Earthwork for subgrade preparation, fill material, unbound-aggregate subbase and base courses, and aggregate pavement shoulders.

1.3 SUBMITTALS

- A. Material Certificates: For each paving material. Mixes containing recycled materials must perform equal to mixes produced from all new materials.
- B. Mix designs for bituminous concrete shall be submitted in writing by the Contractor sufficiently in advance of paving operations to allow for review approval. The design information shall include the following:
 - 1. The use for which the material is proposed.
 - 2. The designation, source, and anticipated gradation of each of the component aggregates.
 - 3. The estimated percentage of each aggregate required to yield the desired blend.
 - 4. The resulting percentage passing each sieve size stipulated by the appropriate band.
 - 5. The source of the asphalt material to be used.
- C. Proctor Tests: For graded aggregate base courses.

1.4 QUALITY ASSURANCE

- A. Manufacturer Qualifications: A paving-mix manufacturer registered with and approved by the Delaware Department of Transportation.
- B. Regulatory Requirements: Comply with materials, workmanship, and other applicable requirements of the Delaware Department of Transportation for asphalt paving work.
 - 1. Measurement and payment provisions and safety program submittals included in standard specifications do not apply to this Section.

1.5 PROJECT CONDITIONS

- A. Environmental Limitations: Do not apply asphalt materials if subgrade is wet or excessively damp, if rain is imminent or expected before time required for adequate cure, or if the following conditions are not met:
- B. Weather Limitations: Apply tack coats only when ambient temperature is above 40° F and rising, and when temperature has not been below 35° F for 12 hours immediately prior to application. Do not apply when base is wet or contains an excess of moisture.
- C. Construct asphaltic concrete surface course (wearing course) only when atmospheric temperature is above 40° F and when base is dry. Binder course may be placed when air temperature is above 35° F and rising.
 - 1. Tack Coat: Minimum surface temperature of 60 deg F (15.6 deg C).
 - 2. Asphalt Base Course: Minimum surface temperature of 40 deg F (4.4 deg C) and rising at time of placement.
 - 3. Asphalt Surface Course: Minimum surface temperature of 60 deg F (15.6 deg C) at time of placement.

PART 2: MATERIALS

2.1 GRADED AGGREGATE BASE COURSE

- A. DelDOT Type B

2.2 AGGREGATES

- A. Coarse Aggregate: ASTM D 692, sound; angular crushed stone, crushed gravel, or cured, crushed blast-furnace slag.

- B. Fine Aggregate: ASTM D 1073 or AASHTO M 29, sharp-edged natural sand or sand prepared from stone, gravel, cured blast-furnace slag, or combinations thereof.
- C. Mineral Filler: ASTM D 242 or AASHTO M 17, rock or slag dust, hydraulic cement, or other inert material.

2.3 ASPHALT MATERIALS

- A. Asphalt Binder: AASHTO M 320 or AASHTO MP 1a, in accordance with Delaware Dept. of Transportation Standards.
- B. Tack Coat: AASHTO M 140 emulsified asphalt, or AASHTO M 208 cationic emulsified asphalt, slow setting, diluted in water, of suitable grade and consistency for application.

2.4 MIXES

- A. Warm-Mix Asphalt: Plant mixes approved by the Delaware Department of Transportation and complying with the following requirements:
 - 1. Provide mixes with a history of satisfactory performance in geographical area where Project is located.
 - 2. Base Course: Superpave Type "B" 115 gyrations, PG 64-22 carbonate stone. DeIDOT Specification 401809.
Surface Course: Superpave Type "C" 115 gyrations, PG 64-22 carbonate stone. DeIDOT Specification 401800.

PART 3: EXECUTION

3.1 SUBGRADE AND BASE COURSE UNDER PAVEMENTS AND WALKS

- A. Contractor shall take precautions as necessary to minimize the potential for disturbance or softening of the pavement subgrade materials from inclement weather or construction traffic. The subgrade soil shall be proofrolled by a minimum 10-ton vibratory roller or a fully loaded tandem dump truck in the presence of a qualified geotechnical engineer acting as the owner's representative in the field. Any soft, wet, or yielding areas encountered within the pavement areas shall be excavated to the depth required for placement of graded aggregate base course. If excavated areas are soft, wet, or yielding, these areas shall be undercut to firm subgrade and backfilled as recommended by the geotechnical engineer. See Section 7 Undercutting.

- B. Place graded aggregate base course on subgrades free of mud, frost, snow, or ice.
- C. Graded aggregate base course placed adjacent to granite or concrete curb that is removed and replaced for curb ramp installation or retrofit shall be a minimum of 12 inches wide as measured from the face of curbing and a minimum of 8 inches in depth.
- D. Graded aggregate base course placed for roadway patching shall be a minimum of 8 inches at all locations.
- E. Graded aggregate base course placed for trench restoration shall be a minimum of 8 inches in depth.
- F. On prepared subgrade, place graded aggregate base course under pavements and walks as follows:
 - 1. Shape graded aggregate base course to required crown elevations and cross-slope grades.
 - 2. For base courses greater than 6 inches in compacted thickness, place in equal layers of no less than 3 inches and not greater than 6 inches of compacted thickness.
 - 3. Compact base course at optimum moisture content plus or minus 2% to required grades, lines, cross sections, and thickness to not less than 95 percent of maximum dry unit weight according to ASTM D 698.

3.2 PROTECTION

- A. Protecting Graded Areas: Protect newly graded areas from traffic, freezing, and erosion. Keep free of trash and debris.
- B. Repair and reestablish grades to specified tolerances where completed and partially completed surfaces become eroded, rutted, settled, and where they lose compaction due to subsequent construction operations or weather conditions.

3.3 SURFACE PREPARATION

- A. General: Immediately before placing asphalt materials, remove loose and deleterious material from substrate surfaces. Ensure that prepared subgrade is ready to receive paving.

- B. Herbicide Treatment: Apply herbicide according to manufacturer's recommended rates and written application instructions. Apply to dry, prepared subgrade or surface of compacted-aggregate base before applying paving materials.
- C. Tack Coat: Apply uniformly to surfaces of existing pavement at a rate of 0.10 gal./sq. yd.
 - 1. Allow tack coat to cure undisturbed before applying asphalt paving.
 - 2. Avoid smearing or staining adjoining surfaces, appurtenances, and surroundings. Remove spillages and clean affected surfaces.

3.4 MILLING OVERLAY

- A. The contractor shall be responsible to establish final site grading that provides positive site drainage at all areas on the finished pavement surface. Following its placement, the surface course shall be compacted in accordance with DeIDOT's Standard Specification requirements.
- B. The interface between the new and existing pavement should be sawcut to a depth of approximately 1/2-inch and be filled with a hot poured joint sealant in strict accordance with Section 808 of the DeIDOT Standard Specifications and the manufacturer's printed label instructions.
- C. Millings may be temporarily laid on the adjacent pavement. Stockpiling of materials overnight will not be permitted. Millings shall be removed and hauled off-site by the end of each workday. Subsequently, the affected pavement areas shall be swept clean at the end of each workday. Where possible, it is preferred that excavated materials be directly loaded onto trucks for subsequent off-site disposal.
- D. The completed pavement surface shall be graded such that a minimum 1.25% cross slope will be provided by paving application, to match the surrounding grades, and shaped to provide for positive surface drainage away from the existing structures.

3.5 PLACING WMA SUPERPAVE

- A. Machine on prepared surface, spread uniformly, and strike off. Place by hand in areas inaccessible to equipment in a manner that prevents segregation of mix. Place each course to required grade, cross section, and thickness when compacted per DelDOT standards.
- B. Base Course:
 - 1. Base course placed for road patches and pipe trench repair shall be 4 inches along Buttonwood Road, and minimum of 2.25 inches at along all other roadways. Base course will be placed in equal lifts with a maximum lift thickness of 2 inches.
- C. Surface Course:
 - 1. Surface course placed following milling operations, road patches and pipe trench repair shall be a minimum of 3.25 inches along the Buttonwood Road. Along all other roadways, the surface course shall be a minimum of 2.75 inches. Surface course will be placed in equal lifts with a maximum lift thickness of 2 inches.

3.6 SPEED HUMPS

- A. Construct speed humps as specified in the DelDOT Traffic Calming Manual, Figure III-2.

3.7 JOINTS

- A. Construct joints to ensure a continuous bond between adjoining paving sections. Construct joints free of depressions, with same texture and smoothness as other sections of asphalt course.
 - 1. Clean contact surfaces and apply tack coat to joints.
 - 2. Offset patch joints, in successive courses, a minimum of 3 inches.
 - 3. Provide single longitudinal joint at roadway centerline. Offset longitudinal joints, in successive courses, a minimum of 6 inches.
 - 4. Offset transverse joints, in successive courses, a minimum of 24 inches.

5. Construct transverse joints at each point where paver ends a day's work and resumes work at a subsequent time. Construct these joints using either "bulkhead" or "papered" method according to AI MS-22, for both "Ending a Lane" and "Resumption of Paving Operations."

3.8 COMPACTION

- A. General: Begin compaction as soon as placed paving will bear roller weight without visible displacement. Compact paving with hot, hand tampers or with vibratory-plate compactors in areas inaccessible to rollers.
 1. Complete compaction before mix temperature cools to 185 degrees F.
- B. Breakdown Rolling: Complete breakdown or initial rolling immediately after rolling joints and outside edge. Examine surface immediately after breakdown rolling for indicated crown, grade, and smoothness. Correct laydown and rolling operations to comply with requirements.
- C. Intermediate Rolling: Begin intermediate rolling immediately after breakdown rolling while asphalt is still hot enough to achieve specified density. Continue rolling until asphalt course has been uniformly compacted.
- D. Finish Rolling: Finish roll paved surfaces to remove roller marks while asphalt is still warm.
- E. Edge Shaping: While surface is being compacted and finished, trim edges of pavement to proper alignment. Bevel edges while asphalt is still hot; compact thoroughly.
- F. Protection: After final rolling, do not permit vehicular traffic on pavement until it has cooled and hardened.
 1. Erect barricades to protect paving from traffic until mixture has cooled enough not to become marked.

3.9 INSTALLATION TOLERANCES

- A. Pavement Thickness: Compact each course to produce the thickness indicated within the following tolerances:
 1. Base Course: Plus or minus ½ inch.
 2. Surface Course: Plus or minus ¼ inch.

- B. Pavement Surface Smoothness: Compact each course to produce a surface smoothness within the following tolerances as determined by using a 10-foot straightedge applied transversely and longitudinally to paved areas:
 - 1. Base Course: 1/4 inch
 - 2. Surface Course: 1/8 inch

3.10 FIELD QUALITY CONTROL

- A. Testing Agency: The Contractor will engage a qualified testing agency to perform tests and inspections.
- B. Test in-place asphalt courses for compliance with DeIDOT Standard Specifications and requirements for density, thickness, and surface smoothness. Contractor shall obtain five core samples from the finished paving to verify thickness requirements. The location of the core samples will be determined by the City or Engineer. Repair areas where core samples were removed. Replace and compact asphalt where core tests were taken.
- C. Remove and replace or install additional asphalt where test results or measurements indicate that it does not comply with specified requirements.

3.11 WASTE HANDLING

- A. All millings and other debris to be removed and disposed of in accordance with all applicable federal, state, and local regulations.
- B. See contract drawings for additional requirements.

3.12 COMPLETION

- A. Following completion of pavement reconstruction, the Contractor shall stripe to match the existing pavement striping and markings.
- B. Following completion of construction, the Contractor shall restore all disturbed areas to their pre-construction condition.

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- A. Specifications for this project are arranged in general accordance with the Construction Specifications Institute numbering system and format. Section numbering is discontinuous and all numbers not appearing in the Table of Contents are not used for this Project.
- B. DOCUMENTS BOUND HEREWITH

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INVITATION TO BID

Sealed bids for the **City of New Castle ADA Sidewalk Improvements Contract** will be received by the City Administrator until 1:30 p.m. on Wednesday, November 20, 2024, at the City Administration Building, 220 Delaware Street, New Castle, at which time they will be publicly opened and read. Bids received after the stated time will be returned unopened. The Contractor shall begin work on or about January 2, 2025.

Project involves ADA sidewalk improvements at various intersections along Fifth Street, Fourth Street, Third Street, Market Street, Second Street and the Strand. Work includes mobilization / demobilization, field engineering and surveying, maintenance of traffic, excavation and removal of existing materials, asphalt pavement patching, graded aggregate base course, granite curb, concrete sidewalk and curb, brick sidewalk, pavement markings, detectable warning surfaces, erosion and sediment control, and restorations. The Contractor shall complete all work within 120 calendar days of the Notice to Proceed.

Bidding documents may be obtained by contacting the City at: info@newcastlecity.delaware.gov or during normal business hours at the City Administration Building, 220 Delaware Street, New Castle, beginning Wednesday, October 23, 2024. A Pre-Bid Meeting will be held virtually on Wednesday, November 6, 2024, at 1:30 p.m. ***Attendance at this meeting is optional. Prospective bidders will need to register in advance when they obtain the bidding documents. A Teams meeting link will be provided prior to the meeting.***

Bids shall be submitted in a sealed envelope and shall be marked clearly as follows: **Sealed Bid – Proposal for ADA Sidewalk Improvements Contract**. Requirements for a 10% Bid Bond, 100% Performance Bond, 100% Payment Bond and Maintenance Bond, and Contractor's Insurance are included in the Contract Documents.

Minority Business Enterprises (MBE), Disadvantaged Business Enterprises (DBE) and Women-Owned Business Enterprises (WBE) will be afforded full opportunity to submit bids on this contract and are encouraged to do so.

Each Bidder must deposit with their bid a security equivalent to 10% of the bid amount, form and subject to the conditions provided in the instructions for bidders.

The City of New Castle reserves the right to reject any or all bids and makes such award as appears most advantageous to the City.

The City may extend the time and place for the opening of the bids from that described in the advertisement, with not less than two calendar days-notice by certified delivery, facsimile machine, e-mail, or other electronic means to those bidders who have obtained bid packets.

END OF ADVERTISEMENT FOR BIDS

INSTRUCTIONS TO BIDDERS

TABLE OF ARTICLES

1. DEFINITIONS
2. BIDDER'S REPRESENTATION
3. BIDDING DOCUMENTS
4. BIDDING PROCEDURES
5. CONSIDERATION OF BIDS
6. POST-BID INFORMATION
7. PERFORMANCE BOND AND PAYMENT BOND
8. AGREEMENT BETWEEN OWNER AND CONTRACTOR

ARTICLE 1: GENERAL

1.1 DEFINITIONS

1.1.1 Whenever the following terms are used, their intent and meaning shall be interpreted as follows:

1.2 DELETED

1.3 AGENCY or OWNER: The City of New Castle, Delaware (CITY).

1.4 DESIGNATED OFFICIAL: The City of New Castle and their designee.

1.5 ENGINEER: AECOM.

1.6 BIDDING DOCUMENTS: Bidding Documents include the Bidding Requirements and the proposed Contract Documents. The Bidding Requirements consist of the Advertisement for Bid, Invitation to Bid, Instructions to Bidders, Supplementary Instructions to Bidders (if any), General Conditions, Supplementary General Conditions, General Requirements, Special Provisions (if any), the Bid Form (including the Non-collusion Statement), and other sample bidding and contract forms. The proposed Contract Documents consist of the form of Agreement between the Owner and Contractor, as well as the Drawings, Specifications (Project Manual) and all Addenda issued prior to execution of the Contract.

1.7 CONTRACT DOCUMENTS: The Contract Documents consist of the Instructions to Bidders, Supplementary Instructions to Bidders (if any), General Conditions, Supplementary General Conditions, General Requirements, Special Provisions (if any), the form of agreement between the Owner and the Contractor, Drawings (if any), Specifications (Project Manual), and all addenda.

1.8 AGREEMENT: See Section 8 of these Instructions to Bidders.

1.9 GENERAL REQUIREMENTS (or CONDITIONS): General Requirements (or conditions) are instructions pertaining to the Bidding Documents and to contracts in general. They contain, in summary, requirements of laws of the State of Delaware; policies of the City of New Castle and instructions to bidders.

1.10 SPECIAL PROVISIONS: Special Provisions are specific conditions or requirements peculiar to the bidding documents and to the contract under consideration and are supplemental to the General Requirements. Should the Special Provisions conflict with the General Requirements, the Special Provisions shall prevail.

1.11 ADDENDA: Written or graphic instruments issued by the Owner / Engineer prior to the execution of the contract which modify or interpret the Bidding Documents by additions, deletions, clarifications or corrections.

1.12 BIDDER OR VENDOR: A person or entity who formally submits a Bid for the Materials or Work contemplated, and acting directly or through a duly authorized representative who meets the requirements set forth in the Bidding Documents.

1.13 SUB-BIDDER: A person or entity who submits a Bid to a Bidder for materials, labor, or both for a portion of the Work.

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- 1.14 BID: A complete and properly executed proposal to do the Work for the sums stipulated therein, submitted in accordance with the Bidding Documents.
- 1.15 BASE BID: The sum stated in the Bid for which the Bidder offers to perform the Work described in the Bidding Documents as the base to which Work may be added or from which Work may be deleted for sums stated in Alternate Bids (if any are required to be stated in the bid).
- 1.16 ALTERNATE BID (or ALTERNATE): An amount stated in the Bid, where applicable, to be added to or deducted from the amount of the Base Bid if the corresponding change in the Work, as described in the Bidding Documents, is accepted.
- 1.17 UNIT PRICE: An amount stated in the Bid, where applicable, as a price per unit of measurement for materials, equipment, services, or a portion of the Work as described in the Bidding Documents.
- 1.18 SURETY: The corporate body which is bound with and for the Contract, or which is liable and engages to be responsible for the Contractor's payments of all debts pertaining to and for his or her acceptable performance of the Work for which he or she has contracted.
- 1.19 BIDDER'S DEPOSIT: The security designated in the Bid to be furnished by the Bidder as a guarantee of good faith to enter into a contract with the City of New Castle if the Work to be performed or the material or equipment to be furnished is awarded to him or her.
- 1.20 CONTRACT: The written agreement covering the furnishing and delivery of material or work to be performed.
- 1.21 CONTRACTOR: Any individual, firm or corporation with whom a contract is made by the Agency.
- 1.22 SUBCONTRACTOR: An individual, partnership or corporation which has a direct contract with a contractor to furnish labor and materials at the job site, or to perform construction labor and furnish material in connection with such labor at the job site.
- 1.23 CONTRACT BOND: The approved form of security furnished by the contractor and his or her surety as a guarantee of good faith on the part of the contractor to execute the work in accordance with the terms of the contract.

ARTICLE 2: BIDDER'S REPRESENTATIONS

- 2.1 PRE-BID MEETING
- 2.1.1 A pre-bid meeting for this project will be held at the time and place designated. Attendance at this meeting is optional and attendance is not a pre-requisite for submitting a Bid.
- 2.2 By submitting a Bid, the Bidder represents that:
- 2.2.1 The Bidder has read and understands the Bidding Documents, and the Bid is made in accordance therewith.
- 2.2.2 The Bidder has visited each of the sites, become familiar with existing conditions under which the Work is to be performed, and has correlated the Bidder's personal observations with the requirements of the proposed Contract Documents.

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2.2.3 The Bid is based upon the materials, equipment, and systems required by the Bidding Documents, without exception.

2.2.4 The Bidder understands and accepts that the work associated with curb ramp installation or renovation must be completed in compliance with the Americans with Disabilities Act guidelines established by the U.S. Access Board.

2.3 JOINT VENTURE REQUIREMENTS

2.3.1 For Public Works Contracts, each Joint Venturer shall be qualified and capable to complete the Work with their own forces.

2.3.2 Included with the Bid submission, and as a requirement to bid, a copy of the executed Joint Venture Agreement shall be submitted and signed by all Joint Venturers involved.

2.3.3 All required Bid Bonds, Performance Bonds, Maintenance Bonds, Material and Labor Payment Bonds must be executed by both Joint Venturers and be placed in both of their names.

2.3.4 All required insurance certificates shall name both Joint Venturers.

2.3.5 Both Joint Venturers shall sign the Bid Form and shall submit a valid Delaware Business License Number with their Bid or shall state that the process of application for a Delaware Business License has been initiated.

2.3.6 Both Joint Venturers shall include their Federal E.I. Number with the Bid.

2.3.7 In the event of a mandatory Pre-bid Meeting, each Joint Venturer shall have a representative in attendance.

2.3.8 Due to exceptional circumstances and for good cause shown, one or more of these provisions may be waived at the discretion of the City of New Castle.

ARTICLE 3: BIDDING DOCUMENTS

3.1 COPIES OF BID DOCUMENTS

3.1.1 Bidders may obtain complete sets of the Bidding Documents from the City of New Castle.

3.1.2 Bidders shall use complete sets of Bidding Documents for preparation of Bids. Neither the City nor the Engineer assumes responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

3.1.3 Any errors, inconsistencies, or omissions discovered shall be reported to the City or Engineer immediately.

3.1.4 The City may make copies of the Bidding Documents available on the above terms for the purpose of obtaining Bids on the Work. No license or grant of use is conferred by issuance of copies of the Bidding Documents.

3.2 INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS

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- 3.2.1 The Bidder shall carefully study and compare the Bidding Documents with each other and with other work being bid concurrently or presently under construction to the extent that it relates to the Work for which the Bid is submitted, shall examine the site and local conditions, and shall report any errors, inconsistencies, or ambiguities discovered to the City or Engineer.
- 3.2.2 Bidders or Sub-bidders requiring clarification or interpretation of the Bidding Documents shall make a written request to the City or Engineer at least seven calendar days prior to the date for receipt of Bids. Interpretations, corrections, and changes to the Bidding Documents will be made by written Addendum. Interpretations, corrections, or changes to the Bidding Documents made in any other manner shall not be binding.
- 3.2.3 The apparent silence of the specifications as to any detail, or the apparent omission in the specifications of detailed descriptions concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and only material and workmanship of the first quality are to be used. Proof of specification compliance will be the responsibility of the Bidder.
- 3.2.4 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for all permits, labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for the proper execution and completion of the Work.
- 3.3 SUBSTITUTIONS
- 3.3.1 The materials, products and equipment described in the Bidding Documents establish a standard of quality, required function, dimension, and appearance to be met by any proposed substitution. The specification of a particular manufacturer or model number is not intended to be proprietary in any way. Substitutions of products for those named will be considered, providing that the Vendor certifies that the function, quality, and performance characteristics of the material offered is equal or superior to that specified. It shall be the Bidder's responsibility to assure that the proposed substitution will not affect the intent of the design and to make any installation modifications required to accommodate the substitution.
- 3.3.2 Requests for substitutions shall be made in writing to the City or Engineer at least ten calendar days prior to the date of the Bid Opening. Such requests shall include a complete description of the proposed substitution, drawings, performance and test data, explanation of required installation modifications due the substitution, and any other information necessary for an evaluation. The burden of proof of the merit of the proposed substitution is upon the proposer. The City's or Engineer's decision of approval or disapproval shall be final.
- 3.3.3 If the City or Engineer approves a substitution prior to the receipt of Bids, such approval shall be set forth in an Addendum. Approvals made in any other manner shall not be binding.
- 3.3.4 The City or Engineer shall have no obligation to consider any substitutions after the Contract award.
- 3.4 ADDENDA
- 3.4.1 Addenda will be mailed or delivered to all who are known by the City or Engineer to have received a complete set of the Bidding Documents.
- 3.4.2 Copies of Addenda will be made available for inspection wherever Bidding Documents are on file for that purpose.

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- 3.4.3 No Addenda will be issued later than four calendar days prior to the date for receipt of Bids except an Addendum withdrawing the request for Bids or one which extends the time or changes the location for the opening of bids.
- 3.4.4 Each bidder shall ascertain prior to submitting the Bid that he or she has received all Addenda issued and shall acknowledge their receipt in their Bid in the appropriate space. Not acknowledging issued Addenda could be grounds for determining a bid to be non-responsive.

ARTICLE 4: BIDDING PROCEDURES**4.1 PREPARATION OF BIDS**

- 4.1.1 A Pre-bid meeting will be held virtually on Wednesday, November 6, 2024, at 1:30 p.m. Attendance at the Pre-bid meeting is optional. Prospective bidders will need to register in advance when they obtain the bidding documents. A Teams meeting link will be provided prior to the meeting.
- 4.1.2 Bids will be received by the City Administrator until 1:30 p.m. on Thursday, October 10, 2024, at the City Administration Building, 220 Delaware Street, New Castle, at which time they will be publicly opened and read. Bids received after the stated time will be returned unopened.
- 4.1.3 Submit the bids on the Bid Forms included with the Bidding Documents.
- 4.1.4 Submit the original Bid Form for each bid. Bid Forms may be removed from the project manual for this purpose.
- 4.1.5 Execute all blanks on the Bid Form in a non-erasable medium (typewriter, computer printer, or manually in ink).
- 4.1.6 Interlineations, alterations or erasures must be initialed by the signer of the Bid.
- 4.1.7 **BID ALL REQUESTED ALTERNATES AND UNIT PRICES, IF ANY.** If there is no change in the Base Bid for an Alternate, enter "No Change". The Contractor is responsible for verifying that they have received all addenda issued during the bidding period. Work required by Addenda shall automatically become part of the Contract.
- 4.1.8 Make no additional stipulations on the Bid Form and do not qualify the Bid in any other manner.
- 4.1.9 Each copy of the Bid shall include the legal name of the Bidder and a statement whether the Bidder is a sole proprietor, a partnership, a corporation, or any legal entity, and each copy shall be signed by the person or persons legally authorized to bind the Bidder to a contract. A Bid by a corporation shall further give the state of incorporation and have the corporate seal affixed. A Bid submitted by an agent shall have a current Power of Attorney attached, certifying agent's authority to bind the Bidder.
- 4.1.10 Bidder shall complete the Non-Collusion Statement form included with the Bid Forms and include it with their Bid.

4.2 BID SECURITY

- 4.2.1 All bids shall be accompanied by a deposit of either a good and sufficient bond to the Agency for the benefit of the Agency with corporate surety authorized to do business in this State, the form of the bond and the surety to be approved by the Agency, a security of the bidder

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assigned to the Agency, for a sum equal to at least 10% of the bid plus all add alternates, or, in lieu of the bid bond , a security deposit in the form of a certified check, bank treasurer's check, cashier's check, money order, or other prior approved secured deposit assigned to the State. The bid bond need not be for a specific sum, but may be stated to be for a sum equal to 10% of the bid plus all add alternates to which it relates and not to exceed a certain stated sum, if said sum is equal to at least 10% of the bid. The Bid Bond form is attached.

4.2.2 The Agency has the right to retain the bid security of Bidders to whom an award is being considered until either a formal contract has been executed and bonds have been furnished or the specified time has elapsed so the Bids may be withdrawn or all Bids have been rejected.

4.2.3 In the event of any successful Bidder refusing or neglecting to execute a formal contract and bond within 20 calendar days of the awarding of the contract, the bid bond or security deposited by the successful bidder shall be forfeited.

4.3 SUBCONTRACTOR LIST

4.3.1 Each Bidder shall submit with their Bid a completed List of Sub-Contractors included with the Bid Form. NAME ONLY ONE SUBCONTRACTOR FOR EACH TRADE. A Bid will be considered non-responsive unless the completed list is included.

4.3.2 Provide the Name and Address for each listed subcontractor. Addresses by City, Town or Locality, plus State, will be acceptable.

4.3.3 It is the responsibility of the Contractor to ensure that their Subcontractors are in compliance with the provisions of this law. Also, if a Contractor elects to list themselves as a Subcontractor for any category, they must specifically name themselves on the Bid Form and be able to document their capability to act as Subcontractor in that category in accordance with this law.

4.4 EQUALITY OF EMPLOYMENT OPPORTUNITY ON PUBLIC WORKS

4.4.1 During the performance of this contract, the contractor agrees as follows:

A. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex or national origin. The Contractor will take affirmative action to ensure the applicants are employed and that employees are treated during employment without regard to their race, creed, color, sex, religion, disability, or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post the nondiscrimination clause in conspicuous places available to employees and applicants for employment notices.

B. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex or national origin."

4.5 PREVAILING WAGE REQUIREMENT

4.5.1 The minimum wage rates for various classes of laborers and mechanics shall be as determined by the Department of Labor, Division of Industrial Affairs of the State of Delaware.

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- 4.5.2 The prevailing wage shall be the wage paid to a majority of employees performing similar work as reported in the Department's annual prevailing wage survey or, in the absence of a majority, the average paid to all employees reported.
- 4.5.3 The employer shall pay all mechanics and laborers employed directly at the site of work unconditionally, not less often than once a week, and without subsequent deduction or rebate on any account, the full amounts accrued at time of payment, computed at wage rates not less than those stated in the specifications, regardless of any contractual relationship which may be alleged to exist between the employer and such laborers and mechanics.
- 4.5.4 The scale of the wages to be paid shall be posted by the employer in a prominent and easily accessible place at the site of the work.
- 4.5.5 Every contract based upon these specifications shall contain a stipulation that sworn payroll information, as required by the Department of Labor, be furnished weekly. The Department of Labor shall keep and maintain the sworn payroll information for a period of 6 months from the last day of the work week covered by the payroll.
- 4.6 SUBMISSION OF BIDS
- 4.6.1 Enclose the Bid, the Bid Security, and any other documents required to be submitted with the Bid in a sealed opaque envelope. Address the envelope to the party receiving the Bids. Identify with the project name, project number, and the Bidder's name and address. If the Bid is sent by mail, enclose the sealed envelope in a separate mailing envelope with the notation "BID ENCLOSED" on the face thereof. The City of New Castle is not responsible for the opening of bids prior to bid opening date and time that are not properly marked.
- 4.6.2 Deposit Bids at the designated location prior to the time and date for receipt of bids indicated in the Advertisement for Bids. Bids received after the time and date for receipt of bids will be marked "LATE BID" and returned.
- 4.6.3 Bidder assumes full responsibility for timely delivery at the location designated for bid receipt.
- 4.6.4 Oral, telephonic, emailed, or telegraphic bids are invalid and will not receive consideration.
- 4.6.5 Withdrawn Bids may be resubmitted up to the date and time designated for the receipt of Bids, provided that they are then fully in compliance with these Instructions to Bidders.
- 4.7 MODIFICATION OR WITHDRAW OF BIDS
- 4.7.1 Prior to the closing date for receipt of Bids, a Bidder may withdraw a Bid by personal request and by showing proper identification to the City or Engineer. A request for withdraw by letter or email, if the City or Engineer is notified in writing prior to receipt of email, is acceptable. An email directing a modification in the bid price will render the Bid informal, causing it to be ineligible for consideration of award. Telephone directives for modification of the bid price shall not be permitted and will have no bearing on the submitted proposal in any manner.
- 4.7.2 Bidders submitting Bids that are late shall be notified as soon as practicable and the bid shall be returned.
- 4.7.3 A Bid may not be modified, withdrawn or canceled by the Bidder during a forty-five (45) calendar day period following the time and date designated for the receipt and opening of Bids, and the Bidder so agrees in submitting their Bid. Bids shall be binding for 45 calendar days after the date of the Bid opening.

ARTICLE 5: CONSIDERATION OF BIDS

5.1 OPENING / REJECTION OF BIDS

5.1.1 Unless otherwise stated, Bids received on time will be publicly opened and read aloud.

5.1.2 The Agency shall have the right to reject any or all Bids. A Bid not accompanied by a required Bid Security or by other data required by the Bidding Documents or a Bid which is in any way incomplete or irregular is subject to rejection.

5.1.3 If the Bids are rejected, it will be done within forty-five (45) calendar day of the Bid opening.

5.2 COMPARISON OF BIDS

5.2.1 After the Bids have been opened and read, the bid prices will be compared and the result of such comparisons will be made available to the public. Comparisons of the Bids will be based on the Unit Prices as provided in the Base Bid.

5.2.2 The Agency reserves the right to waive technicalities, to reject any or all Bids or any portion thereof, to advertise for new Bids, to proceed to do the Work otherwise, or to abandon the Work, if in the judgment of the Agency or its agent(s), it is in the best interest of the City of New Castle.

5.2.3 An increase or decrease in the quantity for any item is not sufficient grounds for an increase or decrease in the Unit Price.

5.2.4 The prices quoted are to be those for which the material will be furnished F.O.B. Job Site and includes all charges that may be imposed during the period of the Contract.

5.2.5 No qualifying letter or statements in or attached to the Bid, or separate discounts will be considered in determining the low Bid except as may be otherwise herein noted. Cash or separate discounts should be computed and incorporated into Unit Bid Price(s).

5.3 DISQUALIFICATION OF BIDDERS

5.3.1 The Agency may determine that each Bidder is responsible before awarding the Contract. Factors to be considered in determining the responsibility of a Bidder include:

- A. The Bidder's financial, physical, personnel or other resources including Subcontracts;
- B. The Bidder's record of performance on past public or private construction projects, including, but not limited to, defaults and/or final adjudication or admission of violations of the Prevailing Wage Laws in Delaware or any other state;
- C. The Bidder's written safety plan;
- D. Whether the Bidder is qualified legally to contract with the State;
- E. Whether the Bidder supplied all necessary information concerning its responsibility; and,

5.3.2 If the Agency determines that a Bidder is nonresponsive and/or non-responsible, the determination shall be in writing and set forth the basis for the determination. A copy of

ADA SIDEWALK IMPROVEMENTS CONTRACT

the determination shall be sent to the affected Bidder within five (5) working days of said determination.

- 5.3.3 In addition, any one or more of the following causes may be considered as sufficient for the disqualification of a Bidder and the rejection of their Bid or Bids.
- 5.3.3.1 More than one Bid for the same Contract from an individual, firm, or corporation under the same or different names.
- 5.3.3.2 Evidence of collusion among Bidders.
- 5.3.3.3 Unsatisfactory performance record as evidenced by past experience.
- 5.3.3.4 If the Unit Prices are obviously unbalanced either in excess or below reasonable cost analysis values.
- 5.3.3.5 If there are any unauthorized additions, interlineation, conditional or alternate bids or irregularities of any kind which may tend to make the Bid incomplete, indefinite or ambiguous as to its meaning.
- 5.3.3.6 If the Bid is not accompanied by the required Bid Security and other data required by the Bidding Documents.
- 5.3.3.7 If any exceptions or qualifications of the Bid are noted on the Bid Form.

5.4 ACCEPTANCE OF BID AND AWARD OF CONTRACT

- 5.4.1 The contracting Agency shall award any public works contract within forty five (45) calendar days of the bid opening to the lowest responsive and responsible Bidder, unless the Agency elects to award on the basis of best value, in which case the election to award on the basis of best value shall be stated in the Invitation to Bid.
- 5.4.2 Each Bid on any Public Works Contract must be deemed responsive by the Agency to be considered for award. A responsive Bid shall conform in all material respects to the requirements and criteria set forth in the Contract Documents and specifications.
- 5.4.3 The Agency shall have the right to accept Alternates in any order or combination, and to determine the low Bidder on the basis of the sum of the Base Bid items.
- 5.4.4 The successful Bidder shall execute a formal contract, submit the required Insurance Certificate, and furnish good and sufficient bonds, unless specifically waived in the General Requirements, in accordance with the General Requirement, within twenty (20) calendar days of official notice of contract award.
- 5.4.5 If the successful Bidder fails to execute the required Contract and Bond, as aforesaid, within twenty (20) calendar days after the date of official Notice of the Award of the Contract, their Bid guarantee shall immediately be taken and become the property of the City for the benefit of the Agency as liquidated damages, and not as a forfeiture or as a penalty. Award will then be made to the next lowest qualified Bidder of the Work or re-advertised, as the Agency may decide.
- 5.4.6 Prior to receiving an award, the successful Bidder shall furnish to the Agency proof of State of Delaware Business Licensure. If the Bidder does not currently have a Business License, they may obtain an application by writing to: Division of Revenue, Carvel State Office Building, 820 French Street, Wilmington, DE 19899. A copy of the letter written to the Division of Revenue,

ADA SIDEWALK IMPROVEMENTS CONTRACT

sent with your Bid will be adequate proof for your firm to be considered for award until such time as you receive your license.

5.4.7 The Bid Security shall be returned to the successful Bidder upon the execution of the formal contract. The Bid Securities of unsuccessful bidders shall be returned within forty-five (45) calendar days after the opening of the Bids.

5.4.8 The Contractor shall begin work on or about January 2, 2025. The Contractor shall complete all work specified within 120 calendar days of the Notice to Proceed.

ARTICLE 6: POST-BID INFORMATION**6.1 CONTRACTOR'S QUALIFICATION STATEMENT**

6.1.1 Bidders to whom award of a Contract is under consideration shall, if requested by the Agency, submit a properly executed AIA Document A305, Contractor's Qualification Statement, unless such a statement has been previously required and submitted.

6.2 BUSINESS DESIGNATION FORM

6.2.1 Successful bidder may be required to accurately complete an Office of Management and Budget Business Designation Form for Subcontractors.

ARTICLE 7: PERFORMANCE BOND AND PAYMENT BOND**7.1 BOND REQUIREMENTS**

7.1.1 A performance and payment bond will be required for this project.

7.2 TIME OF DELIVERY AND FORM OF BONDS

7.2.1 The bonds shall be dated on or after the date of the Contract.

7.2.2 The Bidder shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix a certified and current copy of the power of attorney.

ARTICLE 8: AGREEMENT BETWEEN OWNER AND CONTRACTOR

8.1 The party to whom the contract is awarded will be required to execute the Agreement and obtain the Performance BOND and Payment BOND within twenty (20) calendar days from the date when NOTICE OF AWARD is delivered to the BIDDER. The NOTICE OF AWARD shall be accompanied by the necessary Agreement and BOND forms. In case of failure of the BIDDER to execute the Agreement, the OWNER may at his or her option consider the BIDDER in default, in which case the BID BOND accompanying the proposal shall become the property of the OWNER.

END OF INSTRUCTIONS TO BIDDERS

PROJECT DESCRIPTIONS AND LOCATIONS

#1 – FIFTH STREET

Install ten ADA ramps along with detectable warning surfaces. Ramps are to be installed at the intersection of Fifth Street with Williams Street, Tremont Street, Cherry Street, and Harmony Street (four ADA ramps). Provide crosswalk stripping for the ramp intersections at Harmony Street. Other items include mobilization / demobilization, sidewalk repairs, concrete and granite curbing, saw cut, and restorations.

#2 – FOURTH STREET

Install fourteen ADA ramps along with detectable warning surfaces. Ramps are to be installed at the intersection of Fourth Street with Williams Street, Foundry Street, Harmony Street (eight ADA ramps), and Chestnut Street. Provide crosswalk stripping for the ramp intersections at Harmony Street and Chestnut Street. Other items include mobilization / demobilization, sidewalk repairs, concrete and granite curbing, saw cut, and restorations.

#3 – THIRD STREET

Install eighteen ADA ramps along with detectable warning surfaces. Ramps are to be installed at the intersection of Third Street with Foundry Street, Harmony Street (eight ADA ramps), and Chestnut Street (eight ADA ramps). Provide crosswalk stripping for the ramp intersections at Harmony Street and Chestnut Street. Other items include mobilization / demobilization, sidewalk repairs, concrete and granite curbing, saw cut, and restorations.

#4 – MARKET STREET

Install four ADA ramps along with detectable warning surfaces. Ramps are to be installed at the intersection of Market Street and Harmony Street. Provide crosswalk stripping for the ramp intersections at Harmony Street. Other items include mobilization / demobilization, sidewalk repairs, concrete and granite curbing, saw cut, and restorations.

#5 – SECOND STREET

Install six ADA ramps along with detectable warning surfaces. Ramps are to be installed at the intersection of Second Street with Plum Alley, and Harmony Street (four ADA ramps). Provide crosswalk stripping for the ramp intersections at Harmony Street. Other items include mobilization / demobilization, sidewalk repairs, concrete and granite curbing, saw cut, and restorations.

#6 – THE STRAND

Install eight ADA ramps along with detectable warning surfaces. Ramps are to be installed at the intersection of The Strand and Harmony Street. Provide crosswalk stripping for the ramp intersections at Harmony Street. Other items include mobilization / demobilization, sidewalk repairs, concrete and granite curbing, saw cut, and restorations.

ADA Sidewalk Improvements Contract

NEW CASTLE, DELAWARE

CONTRACT NO. 2025-002

BID FORM

For Bids Due: _____

To: New Castle
City Administration Building
220 Delaware Street
New Castle, Delaware 19720

Name of Bidder: _____

Delaware Business License No.: _____ **Taxpayer ID No.:** _____

(Other License Nos.): _____

Phone No.: () _____ - _____ **Fax No.:** () _____ - _____

The undersigned, representing that he or she has read and understands the Bidding Documents and that this bid is made in accordance therewith, that he or she has visited the site and has familiarized him or herself with the local conditions under which the Work is to be performed, and that his or her bid is based upon the materials, systems and equipment described in the Bidding Documents without exception, hereby proposes and agrees to provide all labor, materials, plant, equipment, supplies, transport and other facilities required to execute the work described by the aforesaid documents for the Unit Prices itemized on Page BP-1.

Unit prices conform to applicable project specification section. Refer to the specifications for a complete description of the Unit Prices. Complete Bid Form on Page BP-1.

ADA Sidewalk Improvements Contract

NEW CASTLE, DELAWARE

CONTRACT NO. 2025-002

BID FORM

I/We acknowledge Addendums numbered _____ and the price(s) submitted include any cost/schedule impact they may have.

This bid shall remain valid and cannot be withdrawn for forty five (45) calendar days from the date of opening of bids, and the undersigned shall abide by the Bid Security forfeiture provisions. Bid Security is attached to this Bid.

The Owner shall have the right to reject any or all bids, and to waive any informality or irregularity in any bid received.

This bid is based upon work being accomplished by the Sub-Contractors named on the list attached to this bid.

Should I/We be awarded this contract, I / We pledge to achieve substantial completion of all work specified within 120 calendar days of the Notice to Proceed.

The undersigned represents and warrants that he or she has complied and shall comply with all requirements of local, state, and national laws; that no legal requirement has been or shall be violated in making or accepting this bid, in awarding the contract to him or her or in the prosecution of the work required; that the bid is legal and firm; that he or she has not, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken action in restraint of free competitive bidding.

Upon receipt of written notice of the acceptance of this Bid, the Bidder shall, within twenty (20) calendar days, execute the agreement in the required form and deliver the Contract Bonds, and Insurance Certificates, required by the Contract Documents.

I am / We are an Individual / a Partnership / a Corporation

By _____ Trading as _____
(Individual's / General Partner's / Corporate Name)

(State of Corporation)

Business Address: _____

Witness: _____ **By:** _____
(SEAL) (Authorized Signature)

(Title)

Date: _____

ATTACHMENTS

- Sub-Contractor List
- Non-Collusion Statement
- Bid Bond

(Others as Required by Project Manuals)

ADA Sidewalk Improvements Contract

NEW CASTLE, DELAWARE

CONTRACT NO. 2025-002

BID FORM

SUBCONTRACTOR LIST

The following sub-contractor listing must accompany the bid submittal. The name and address of the sub-contractor **must be listed for each category** where the bidder intends to use a sub-contractor to perform that category of work. In order to provide full disclosure and acceptance of the bid by the *Owner*, **it is required that bidders list themselves as being the sub-contractor for all categories where he/she is qualified and intends to perform such work.**

Category	Subcontractor	Address (City and State)
1	_____	_____
2	_____	_____
3	_____	_____
4	_____	_____
5	_____	_____
6	_____	_____
7	_____	_____
8	_____	_____

ADA Sidewalk Improvements Contract

NEW CASTLE, DELAWARE

CONTRACT NO. 2025-002

BID FORM

NON-COLLUSION STATEMENT

This is to certify that the undersigned bidder has neither directly nor indirectly, entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with this proposal submitted this date to the City of New Castle, Delaware.

All the terms and conditions have been thoroughly examined and are understood.

NAME OF BIDDER: _____

**AUTHORIZED REPRESENTATIVE
(TYPED):** _____

**AUTHORIZED REPRESENTATIVE
(SIGNATURE):** _____

TITLE: _____

ADDRESS OF BIDDER: _____

PHONE NUMBER: _____

Sworn to and Subscribed before me this _____ day of _____ 20____.

My Commission expires _____. NOTARY PUBLIC _____.

THIS PAGE MUST BE SIGNED AND NOTARIZED FOR YOUR BID TO BE CONSIDERED.

ADA Sidewalk Improvements Contract

NEW CASTLE, DELAWARE

CONTRACT NO. 2025-002

Item No.	Description	Quantity	Unit	Bid Unit Price	Bid Price
1	Mobilization / demobilization	1	LS		
2	Field Engineering and Surveying	1	LS		
3	Maintenance of traffic	1	LS		
4	BID ITEM REMOVED				
5	Superpave type C surface course – 3.25 inch depth	10	tons		
6	Superpave type B base course – 4 inch depth	5	tons		
7	Type B graded aggregate base course – 8 inch depth	5	tons		
8	Remove and Reset Granite Curb	1,100	LF		
9	Remove and Reset Brick Sidewalk	570	SF		
10	Detectable Warning Surfaces	60	Each		
11	Painting and Stripping	1	LS		
12	Concrete sidewalk – remove and replace	30	SF		
13	Concrete curb – remove and replace	200	LF		
14	Restorations	1	LS		
Total Bid					

ADA Sidewalk Improvements Contract

NEW CASTLE, DELAWARE

BID BOND

TO ACCOMPANY PROPOSAL
(Not necessary if security is used)

KNOW ALL MEN BY THESE PRESENTS That: _____
_____ of _____ in the County of _____
_____ and State of _____ as **Principal**, and _____
_____ of _____ in the County of _____
and State of _____ as **Surety**, legally authorized to do business in the State of Delaware
("State"), are held and firmly unto the **City of New Castle** in the sum of _____
_____ Dollars (\$ _____), or 10 percent not to exceed _____
_____ Dollars (\$ _____
_____) of amount of bid on Contract No. _____, to be paid to the City of **New
Castle, Delaware** for which payment well and truly to be made, we do bind ourselves, our and each of our
heirs, executors, administrators, and successors, jointly and severally for and in the whole firmly by these
presents.

NOW THE CONDITION OF THIS OBLIGATION IS SUCH That if the above bonded **Principal**
who has submitted to the **City of New Castle** a certain proposal to enter into this contract for the furnishing
of certain material and/or services shall be awarded this Contract, and, if said **Principal** shall well and truly
enter into and execute this Contract as may be required by the terms of this Contract, this Contract to be
entered into within twenty (20) calendar days after the date of official notice of the award thereof in
accordance with the terms of said proposal, then this obligation shall be void or else to be and remain in
full force and virtue.

Sealed with _____ seal and dated this _____ day of _____
two thousand and _____ (20____).

SEALED, AND DELIVERED IN THE

Presence of

Corporate
Seal

By:

Name of Bidder (Organization)

Authorized Signature

Attest _____

Title

Witness: _____

By:

Name of Surety

Title

ADA Sidewalk Improvements Contract

NEW CASTLE, DELAWARE

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)

a _____, hereinafter called Principal, and
(Corporation, Partnership, or Individual)

(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held firmly bound unto

(Name of Owner)

(Address of Owner)

hereinafter called OWNER, in the total aggregate panel sum of
dollars (\$_____).

in lawful money of the United States, for payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the _____ day of _____ 20____, a copy of which is hereto attached and made a part hereof for the construction of:

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any

extensions thereof which may be granted by the OWNER, with or without notice to the SURETY and during the two year guarantee period and if the PRINCIPAL shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the OWNER from all costs and damages from which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said security, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to work to be performed thereunder or the SPECIFICATIONS accompanying same shall in any way affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that it is expressly agreed that the BOND shall be amended automatically and immediately, without formal and separate amendments hereto, upon amendment to the Contract not increasing the Contract price more than 20 percent, so as to bind the PRINCIPAL and the SURETY to the full and faithful performance of the CONTRACT as so amended. The term Amendment, wherever used in this BOND, and whether referring to this BOND, the Contract or the Loan Documents shall include any alteration, addition, extension, or modification of any character whatsoever.

PROVIDED, FURTHER, that no final settlement between the OWNER and the PRINCIPAL shall abridge the right of the other beneficiary hereunder, who claim may be unsatisfied. The OWNER is the only beneficiary hereunder.

IN WITNESS WHEREOF, this instrument is executed in counterparts, each one of which shall be deemed an original, this the _____ day of _____, 20_____.

ATTEST:

SEAL

(Principal) Secretary

(Witness to Principal)

ATTEST:

(Witness to Surety)

(Address)

NOTE: Date of BOND must not be prior to date of Contract

If CONTRACTOR is partnership, all partners should execute BOND.
IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the Project is located.

ADA Sidewalk Improvements Contract

NEW CASTLE, DELAWARE

PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)

a _____, hereinafter called Principal, and
(Corporation, Partnership, or Individual)

(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held firmly bound unto

(Name of Owner)

(Address of Owner)

hereinafter called OWNER, and unto all persons, firms, and corporations who or which may furnish labor, or who furnish materials to perform as described under the contract and to their successors and assigns in the total aggregate penal sum of _____ dollars (\$_____) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the PRINCIPAL entered into a certain contract with the OWNER, dated the _____ day of 20____, a copy of which is hereto attached and made part hereof for the construction of:

NOW, THEREFORE, if the PRINCIPAL shall promptly make payment to all persons, firms, and corporations furnishing materials for or performing labor in the prosecution of the work provided for in such contract, and any authorized extensions or modifications thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or unused in connection with the construction of such WORK, and for all labor cost incurred in such work including that by a SUBCONTRACTOR, and to any mechanic or material-person lienholder whether it acquires its lien by operation of State or Federal law; than this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED, that beneficiaries or claimants hereunder shall be limited to the SUBCONTRACTORS, and persons, firms, and corporations having a direct contact with the PRINCIPAL or its SUBCONTRACTORS.

PROVIDED, FURTHER, that the said Surety for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of this contract or to the work to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any affect its obligation on this BOND, and it does hereby waive notice of any such charge, extension of time, alteration of addition to the terms of this contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no suit or action shall be commenced hereunder by any claimant: (a) Unless claimant, other than one having a direct contract with the PRINCIPAL shall have given written notice to any of the following: the PRINCIPAL, the OWNER, or the SURETY above named within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the PRINCIPAL, OWNER, or SURETY, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer. (b) After the expiration of one (1) year following the date of which PRINCIPAL ceased work on said CONTRACT, is being understood, however, that if any limitation embodied in the BOND if prohibited by any law controlling the construction hereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

PROVIDED, FURTHER that is expressly agreed that this BOND shall be deemed amended automatically and immediately, without formal and separate amendments hereto, upon amendment to the Contract not increasing the contract price more than 20 percent, so as to bind the PRINCIPAL and the SURETY to the full and faith Contract as so amended. The term Amendment, wherever used in this BOND and whether referring to this BOND, the Contract or the loan documents shall include any alteration, addition, extension or modification of any character whatsoever.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in counterparts, each one of which shall be deemed an original, this the _____ day of _____, 20_____.

ATTEST:

SEAL

(Principal) Secretary

(Witness to Principal)

ATTEST:

(Witness to Surety)

(Address)

NOTE: Date of BOND must not be prior to date of Contract

If CONTRACTOR is partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the Project is located.

**STANDARD
GENERAL CONDITIONS
OF THE
CONTRACT FOR CONSTRUCTION**

The General Conditions of this Contract are as stated in the American Institute of Architects Document AIA A201 (2007 Edition) entitled General Conditions of the Contract for Construction and is part of this project manual as if herein written in full.

Copies of the Document are available through the Owner.

SUPPLEMENTARY GENERAL CONDITIONS A201-2007

The following supplements modify the "General Conditions of the Contract for Construction," AIA Document A201-2007. Where a portion of the General Conditions is modified or deleted by the Supplementary Conditions, the unaltered portions of the General Conditions shall remain in effect.

TABLE OF ARTICLES

1. GENERAL PROVISIONS
2. OWNER
3. CONTRACTOR
4. ADMINISTRATION OF THE CONTRACT
5. SUBCONTRACTORS
6. CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS
7. CHANGES IN THE WORK
8. TIME
9. PAYMENTS AND COMPLETION
10. PROTECTION OF PERSONS AND PROPERTY
11. INSURANCE AND BONDS
12. UNCOVERING AND CORRECTION OF WORK
13. MISCELLANEOUS PROVISIONS
14. TERMINATION OR SUSPENSION OF THE CONTRACT
15. CLAIMS AND DISPUTES

ARTICLE 1: GENERAL PROVISIONS

1.1 BASIC DEFINITIONS

1.1.1 THE CONTRACT DOCUMENTS

Delete the last sentence in its entirety and replace with the following:

“The Contract Documents also include Advertisement for Bid, Instructions to Bidder, sample forms, the Bid Form, the Contractor’s completed Bid and the Award Letter.”

Add the following Paragraph:

1.1.2 In the event of conflict or discrepancies among the Contract Documents, the Documents prepared by the City of New Castle, Delaware shall take precedence over all other documents.

1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS

Add the following Paragraphs:

1.2.4 In the case of an inconsistency between the Drawings and the Specifications, or within either document not clarified by addendum, the better quality or greater quantity of work shall be provided in accordance with the Engineer’s interpretation.

1.2.5 The word “PROVIDE” as used in the Contract Documents shall mean “FURNISH AND INSTALL” and shall include, without limitation, all labor, materials, equipment, transportation, services and other items required to complete the Work.

1.2.6 The word “PRODUCT” as used in the Contract Documents means all materials, systems and equipment.

1.5 OWNERSHIP AND USE OF DRAWINGS, SPECIFICATIONS AND OTHER INSTRUMENTS OF SERVICE

Delete Paragraph 1.5.1 in its entirety and replace with the following:

“All pre-design studies, drawings, specifications and other documents, including those in electronic form, prepared by the Engineer under this Agreement are, and shall remain, the property of the Owner whether the Project for which they are made is executed or not. Such documents may be used by the Owner to construct one or more like Projects without the approval of, or additional compensation to, the Engineer. The Contractor, Subcontractors, Sub-subcontractors and Material or Equipment Suppliers are authorized to use and reproduce applicable portions of the Drawings, Specifications and other documents prepared by the Engineer and the Engineer’s consultants appropriate to and for use in the execution of their Work under the Contract Documents. They are not to be used by the Contractor or any Subcontractor, Sub-subcontractor or Material and Equipment Supplier on other Projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner, Engineer and Engineer’s consultants.

The Engineer shall not be liable for injury or damage resulting from the re-use of drawings and specifications if the Engineer is not involved in the re-use Project. Prior to re-use of

construction documents for a Project in which the Engineer is not also involved, the Owner will remove from such documents all identification of the original Engineer, including name, address and professional seal or stamp.”

Delete Paragraph 1.5.2 in its entirety.

ARTICLE 2: OWNER

2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER

To Subparagraph 2.2.3 – Add the following sentence:

“The Contractor, at their expense, shall bear the costs to accurately identify the location of all underground utilities in the area of their excavation and shall bear all cost for any repairs required, out of failure to accurately identify said utilities.”

Delete Subparagraph 2.2.5 in its entirety and substitute the following:

2.2.5 The Contractor shall be furnished free of charge one (1) set of the Drawings and Project Manuals. Additional sets can be furnished from the Engineer (at the cost of twenty dollars (\$20) per set, paid to the Engineer).

ARTICLE 3: CONTRACTOR

3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

Amend Paragraph 3.2.2 to state that any errors, inconsistencies or omissions discovered shall be reported to the Engineer and Owner immediately.

Delete the third sentence in Paragraph 3.2.3.

3.3 SUPERVISION AND CONSTRUCTION PROCEDURES

Add the following Paragraphs:

3.3.2.1 The Contractor shall immediately remove from the Work, whenever requested to do so by the Owner, any person who is considered by the Owner or Engineer to be incompetent or disposed to be disorderly, or who, for any reason, is not satisfactory to the Owner, and that person shall not again be employed on the Work without the consent of the Owner or the Engineer.

3.3.4 The Contractor must provide suitable storage facilities at the Site for the proper protection and safe storage of their materials. Consult the Owner and the Engineer before storing any materials.

3.3.5 When any room is used as a shop, storeroom, office, etc., by the Contractor or Subcontractor(s) during the construction of the Work, the Contractor making use of these areas will be held responsible for any repairs, patching or cleaning arising from such use. The Owner and Engineer will not be held responsible for any lost, damaged, or stolen materials or supplies from the storage space.

3.4 LABOR AND MATERIALS

Add the Following Paragraphs:

- 3.4.4 Before starting the Work, each Contractor shall carefully examine all preparatory Work that has been executed to receive their Work. Check carefully, by whatever means are required, to insure that its Work and adjacent, related Work will finish to proper contours, planes and levels. Promptly notify the General Contractor/Construction Manager of any defects or imperfections in preparatory Work which will in any way affect satisfactory completion of its Work. Absence of such notification will be construed as an acceptance of preparatory Work and later claims of defects will not be recognized.
- 3.4.5 Under no circumstances shall the Contractor's Work proceed prior to preparatory Work having been completely cured, dried and/or otherwise made satisfactory to receive this Work. Responsibility for timely installation of all materials rests solely with the Contractor responsible for that Work, who shall maintain coordination at all times.

3.5 WARRANTY

Add the following Paragraphs:

- 3.5.1 The Contractor will guarantee all materials and workmanship against original defects, except injury from proper and usual wear when used for the purpose intended, for two (2) years after Acceptance by the Owner, and will maintain all items during the period of guarantee.
- 3.5.2 Defects appearing during the period of guarantee will be made good by the Contractor at the contractor's expense upon demand of the Owner, it being required that all work will be in perfect condition when the period of guarantee will have elapsed.
- 3.5.3 In addition to the General Guarantee there are other guarantees required for certain items for different periods of time than the two (2) years as above, and are particularly so stated in that part of the specifications referring to same. The said guarantees will commence at the same time as the General Guarantee.
- 3.5.4 If the Contractor fails to remedy any failure, defect or damage within a reasonable time after receipt of notice, the Owner will have the right to replace, repair, or otherwise remedy the failure, defect or damage at the Contractor's expense.

3.11 DOCUMENTS AND SAMPLES AT THE SITE

Add the following Paragraphs:

- 3.11.1 During the course of the Work, the Contractor shall maintain a record set of drawings on which the Contractor shall mark the actual physical location of all piping, valves, equipment, conduits, outlets, access panels, controls, actuators, including all appurtenances that will be concealed once construction is complete, etc., including all invert elevations.
- 3.11.2 At the completion of the project, the Contractor shall obtain a set of reproducible drawings from the Engineer, and neatly transfer all information outlined in 3.11.1 to provide a complete record of the as-built conditions.

3.11.3 The Contractor shall provide one (1) print of the as-built conditions in “hard copy” format and one electronic (i.e. .pdf) for to the Owner.

3.17 In the first sentence of the paragraph, insert “indemnify and” between “shall” and “hold”.

ARTICLE 4: ADMINISTRATION OF THE CONTRACT

4.2 ADMINISTRATION OF THE CONTRACT

Delete the first sentence of Paragraph 4.2.7 and replace with the following:

The Engineer will review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples for the purpose of checking for conformance with the Contract Documents.

Delete the second sentence of Paragraph 4.2.7 and replace with the following:

The Engineer's action will be taken with such reasonable promptness as to cause no delay in the Work or in the activities of the Owner, Contractor or separate Contractors, while allowing sufficient time in the Owner's professional judgment to permit adequate review.

Add to Paragraph 4.2.13 “and in compliance with all local requirements.” to the end of the sentence

ARTICLE 5: SUBCONTRACTORS

5.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK

Delete Paragraph 5.2.3 in its entirety and replace with the following:

5.2.3 If the Owner or Engineer has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Engineer has no reasonable objection, subject to the statutory requirements of 29 Delaware Code § 6962(d)(10)b.3 and 4.

ARTICLE 6: CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

6.1 OWNER'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS

Delete Paragraph 6.1.4 in its entirety.

6.2 MUTUAL RESPONSIBILITY

6.2.3 In the second sentence, strike the word “shall” and insert the word “may”.

ARTICLE 7: CHANGES IN THE WORK

(SEE ARTICLE 7: CHANGES IN WORK IN THE GENERAL REQUIREMENTS)

ARTICLE 8: TIME

8.2 PROGRESS AND COMPLETION

Add the following Paragraphs:

8.2.1.1 Refer to Specification Section SUMMARY OF WORK for Contract time requirements.

8.2.4 If the Work falls behind the Progress Schedule as submitted by the Contractor, the Contractor shall employ additional labor and/or equipment necessary to bring the Work into compliance with the Progress Schedule at no additional cost to the Owner.

8.3 DELAYS AND EXTENSION OF TIME

8.3.1 Strike "arbitration" and insert "remedies at law or in equity".

Add the following Paragraph:

8.3.2.1 The Contractor shall update the status of the suspension, delay, or interruption of the Work with each Application for Payment. (The Contractor shall report the termination of such cause immediately upon the termination thereof.) Failure to comply with this procedure shall constitute a waiver for any claim for adjustment of time or price based upon said cause.

Delete Paragraph 8.3.3 in its entirety and replace with the following:

8.3.3 Except in the case of a suspension of the Work directed by the Owner, an extension of time under the provisions of Paragraph 8.3.1 shall be the Contractor's sole remedy in the progress of the Work and there shall be no payment or compensation to the Contractor for any expense or damage resulting from the delay.

Add the following Paragraph:

8.3.4 By permitting the Contractor to work after the expired time for completion of the project, the Owner does not waive their rights under the Contract.

ARTICLE 9: PAYMENTS AND COMPLETION

9.3 APPLICATIONS FOR PAYMENT

Add the following Paragraph:

9.3.1.3 Application for Payment shall be submitted either on AIA Document G702 "Application and Certificate for Payment", supported by AIA Document G703 "Continuation Sheet", or in a similar format. Said Applications shall be fully executed and notarized.

Add the following Paragraphs:

9.3.4 Until Closeout Documents have been received and outstanding items completed, the Owner will pay 95% (ninety-five percent) of the amount due the Contractor on account of progress payments.

9.3.5 The Contractor shall provide a current and updated Progress Schedule to the Engineer with each Application for Payment. Failure to provide Schedule will be just cause for rejection of Application for Payment.

9.5 DECISIONS TO WITHHOLD CERTIFICATION

Add the following to 9.5.1:

9.5.1 Failure to provide a current Progress Schedule;

9.5.2 A lien or attachment is filed;

9.5.3 Failure to comply with mandatory requirements for maintaining Record Documents.

9.6 PROGRESS PAYMENTS

Delete Paragraph 9.6.1 in its entirety and replace with the following:

9.6.1 After the Engineer has approved and issued a Certificate for Payment, payment shall be made by the Owner within 30 days after the Owner's receipt of the Certificate for Payment.

9.7 FAILURE OF PAYMENT

In first sentence, strike "seven" and insert "thirty (30)". Also strike "binding dispute resolution" and insert "remedies at law or in equity".

9.8 SUBSTANTIAL COMPLETION

To Subparagraph 9.8.3- Add the following sentence:

"If the Engineer is required to make more than 2 inspections of the same portion of work, the Contractor shall be responsible for all costs associated with subsequent inspections including but not limited to any Engineer's fees."

9.8.5 In the second sentence, strike "shall" and insert "may".

ARTICLE 10: PROTECTION OF PERSONS AND PROPERTY

10.1 SAFETY PRECAUTIONS AND PROGRAMS

Add the following Paragraphs:

10.1.2.1.1 Each Contractor shall develop a safety program in accordance with the Occupational Safety and Health Act of 1970. A copy of said plan shall be furnished to the Owner and Engineer prior to the commencement of that Contractor's Work.

10.1.3 Each Contractor shall appoint a Safety Representative. A Safety Representative shall be someone who is on site on a full time basis. If deemed necessary by the Owner or Engineer, Contractor Safety meetings will be scheduled. The attendance of all Safety Representatives will be required. Minutes will be recorded of said meetings by the Contractor and will be distributed to all parties as well as posted in all job offices/trailers etc.

10.2 SAFETY OF PERSONS AND PROPERTY

Add the following Paragraph:

10.2.4.1 As required in the Hazardous Chemical Act of June 1984, all vendors supplying any material that may be defined as hazardous must provide Material Safety Data Sheets for those products. Any chemical product should be considered hazardous if it has a caution warning on the label relating to a potential physical or health hazard, if it is known to be present in the work place, and if employees may be exposed under normal conditions or in foreseeable emergency situations. Material Safety Data Sheets shall be provided directly to the Owner, along with the shipping slips that include those products.

10.3 HAZARDOUS MATERIALS

Delete Paragraph 10.3.3 in its entirety.

Delete Paragraphs 10.3.6 in its entirety.

ARTICLE 11: INSURANCE AND BONDS

11.1 CONTRACTOR'S LIABILITY INSURANCE

11.1.4 Strike "the Owner" immediately following "(1)" and strike "and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations."

11.2 OWNER'S LIABILITY INSURANCE

Delete Paragraph 11.2 in its entirety.

11.3 PROPERTY INSURANCE

Delete Paragraph 11.3 in its entirety and replace with the following:

11.3 The City will not provide Builder's All Risk Insurance for the Project. The Contractor and all Subcontractors shall provide property coverage for their tools and equipment, as necessary. Any mandatory deductibles required by the Contractor's Insurance shall be the responsibility of the Contractor.

11.4 PERFORMANCE BOND AND PAYMENT BOND

Add the following sentence: "The bonds will conform to those forms approved by the State of Delaware, Office of Management and Budget."

ARTICLE 12: UNCOVERING AND CORRECTION OF WORK

12.2.2 AFTER SUBSTANTIAL COMPLETION

Add the following Paragraph:

12.2.2.1 At any time during the progress of the Work, or in any case where the nature of the defects will be such that it is not expedient to have corrected, the Owner, at its option, will have the right to deduct such sum, or sums, of money from the amount of the Contract as it considers justified to adjust the difference in value between the defective work and that required under contract, including any damage to the structure.

12.2.2.2 Strike "one" and insert "two".

12.2.2.3 Strike "one" and insert "two".

12.2.2.4 Strike "one" and insert "two".

12.2.2.5 In second sentence, strike "one" and insert "two".

ARTICLE 13: MISCELLANEOUS PROVISIONS

13.1 GOVERNING LAW

Strike "except that, if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4."

13.6 INTEREST

Strike "the date payment is due at such rate as the parties may agree upon in writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located." Insert "30 days of presentment of the authorized Certificate of Payment at the annual rate of 12% or 1% per month.

13.7 TIME LIMITS ON CLAIMS

Strike the last sentence.

Add the following Paragraph:

CONFLICTS WITH FEDERAL STATUTES OR REGULATIONS

- 13.8.1 If any provision, specifications or requirement of the Contract Documents conflict or is inconsistent with any statute, law or regulation of the government of the United State of America, the Contractor shall notify the Engineer and Owner immediately upon discovery.

ARTICLE 14: TERMINATION OR SUSPENSION OF THE CONTRACT

14.4 TERMINATION BY THE OWNER FOR CONVENIENCE

Delete Paragraph 14.4.3 in its entirety and replace with the following:

- 14.4.3 In case of such termination for the Owner's convenience, the Contractor shall be entitled to receive payment for Work executed, and cost incurred by reason of such termination along with reasonable overhead.

ARTICLE 15: CLAIMS AND DISPUTES

- 15.1.2 Throughout the Paragraph strike "21" and insert "45".

15.1.6 CLAIMS FOR CONSEQUENTIAL DAMAGES

Delete Paragraph 15.1.6 in its entirety.

15.2 INITIAL DECISION

Delete Paragraph 15.2.5 in its entirety and replace with the following:

- 15.2.5 The Engineer will approve or reject Claims by written decision, which shall state the reasons therefore and shall notify the parties of any change in the Contract Sum, Contract Time, or both. The approval or rejection of a Claim by the Engineer shall be subject to mediation and other remedies at law or in equity.

Delete Paragraph 15.2.6 and its subparagraphs in their entirety.

15.3 MEDIATION

- 15.3.1 Strike "binding dispute resolution" and insert "any or all remedies at law or in equity".

- 15.3.2 In the first sentence, delete "administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedure in effect on the date of the Agreement," Strike "binding dispute resolution" and insert "remedies at law and in equity".

15.4 ARBITRATION

Delete Paragraph 15.4 and its sub-sections in its entirety.

END OF SUPPLEMENTARY GENERAL CONDITIONS

GENERAL REQUIREMENTS

TABLE OF ARTICLES

1. GENERAL PROVISIONS
2. OWNER
3. CONTRACTOR
4. ADMINISTRATION OF THE CONTRACT
5. SUBCONTRACTORS
6. CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS
7. CHANGES IN THE WORK
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11. INSURANCE AND BONDS
12. UNCOVERING AND CORRECTION OF WORK
13. MISCELLANEOUS PROVISIONS
14. TERMINATION OR SUSPENSION OF THE CONTRACT

ARTICLE 1: GENERAL PROVISIONS

1.1 CONTRACT DOCUMENTS

1.1.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary and, therefore, what is required by one shall be as binding as if required by all. Performance by the Contractor shall be required to an extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the intended results.

1.1.2 Work, including material purchases, shall not begin until the Contractor is in receipt of a City of New Castle Notice to Proceed and signed contract. Any work performed or material purchased prior to the issuance of the Notice to Proceed and signed contract are done at the Contractor's own risk and cost.

1.2 EQUALITY OF EMPLOYMENT OPPORTUNITY ON PUBLIC WORKS

1.2.1 For City of New Castle funded projects, the Contractor agrees that during the performance of this contract:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, religion, disability, or national origin. The Contractor will take positive steps to ensure that applicants are employed and that employees are treated during employment without regard to their race, creed, color, sex or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places available to employees and applicants for employment notices to be provided by the contracting Agency setting forth this nondiscrimination clause.
2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, religion, disability, or national origin."

ARTICLE 2: OWNER

(NO ADDITIONAL GENERAL REQUIREMENTS – SEE SUPPLEMENTARY GENERAL CONDITIONS)

ARTICLE 3: CONTRACTOR

3.1 Schedule of Values: DELETED

3.2 Subcontracts: Upon approval of Subcontractors, the Contractor shall award their Subcontracts as soon as possible after the signing of their own contract and see that all material, their own and those of their Subcontractors, are promptly ordered so that the work will not be delayed by failure of materials to arrive on time.

- 3.3 Before commencing any work or construction, the General Contractor is to consult with the Owner as to matters in connection with access to the sites and the allocation of Ground Areas for the various features of hauling, storage, etc.
- 3.4 The Contractor shall supervise and direct the Work using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over maintenance of traffic in accordance with Delaware Department of Transportation requirements, and construction means, methods, techniques, sequences and procedures, and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions.
- 3.5 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.
- 3.6 The Contractor warrants to the Owner that materials and equipment furnished will be new and of good quality, unless otherwise permitted, and that the work will be free from defects and in conformance with the Contract Documents. Work not conforming to these requirements, including substitutions not properly approved, may be considered defective. If required by the Owner, the Contractor shall furnish evidence as to the kind and quality of materials and equipment provided.
- 3.7 Unless otherwise provided, the Contractor shall pay all sales, consumer, use and other similar taxes, and shall secure and pay for required permits, fees, licenses, and inspections necessary for proper execution of the Work.
- 3.8 The Contractor shall comply with and give notices required by laws, ordinances, rules, regulations, and lawful orders of public authorities bearing on performance of the Work. The Contractor shall promptly notify the Owner if the Drawings and Specifications are observed to be at variance therewith.
- 3.9 The Contractor shall be responsible to the Owner for the acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons performing portions of the Work under contract with the Contractor.
- 3.10 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove from and about the Project all waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus materials. The Contractor shall be responsible for returning all damaged areas to their original conditions.
- The Contractor shall utilize extreme care to minimize disturbance of existing landscaping, walkways, pavements and curbing, except as required to complete the proposed work. This is to include limiting access to laborers and construction equipment which could damage the existing conditions. The Contractor shall be responsible for repair and/or restoration to its previous condition of any pavement, walkways, or landscapes that are damaged during construction at no addition expense to the Owner.
- 3.11 The Contractor shall provide residents with 72 hr. prior written notice for all phases of contract work. This notice shall be given to all residents whose property is adjacent to the street on which the work is to be performed. This will be accomplished by the contractor preparing and distributing a notice to be hung on front door knobs. This door hanger will be subject to approval by the City. Failure to give proper notice will result in a suspension of the work requiring notice until proper notice is provided. The Contractor shall provide a proposed activity schedule to the City for the following two-**

week period. This activity schedule should reflect specific details related to actual construction activities the Contractor plans to have in progress during this period.

3.12 STATE LICENSE AND TAX REQUIREMENTS

3.12.1 Each Contractor and Subcontractor shall be licensed to do business in the State of Delaware and shall pay all fees and taxes due under State laws. In conformance with Section 2503, Chapter 25, Title 30, Delaware Code, "the Contractor shall furnish the Delaware Department of Finance within ten (10) days after entering into any contract with a contractor or subcontractor not a resident of this State, a statement of total value of such contract or contracts together with the names and addresses of the contracting parties."

3.12. The Contractor shall comply with all requirements set forth in Section 6962, Chapter 69, Title 29 of the Delaware Code.

ARTICLE 4: ADMINISTRATION OF THE CONTRACT

4.1 NOT USED

4.2 FAILURE TO COMPLY WITH CONTRACT

4.2.1 If any firm entering into a contract with the City of New Castle, or Agency, that neglects or refuses to perform or fails to comply with the terms thereof, the Agency which signed the Contract may terminate the Contract and proceed to award a new contract in accordance with this Chapter 69, Title 29 of the Delaware Code or may require the Surety on the Performance Bond to complete the Contract in accordance with the terms of the Performance Bond. Nothing herein shall preclude the Agency from pursuing additional remedies as otherwise provided by law.

4.3 CONTRACT INSURANCE AND CONTRACT LIABILITY

4.3.1 In addition to the bond requirements stated in the Bid Documents, each successful Bidder shall purchase adequate insurance for the performance of the Contract and, by submission of a Bid, agrees to indemnify and save harmless and to defend all legal or equitable actions brought against the City of New Castle, any Agency, officer and/or employee thereof, for and from all claims of liability which is or may be the result of the successful Bidder's actions during the performance of the Contract.

4.3.2 The purchase or nonpurchase of such insurance or the involvement of the successful Bidder in any legal or equitable defense of any action brought against the successful Bidder based upon work performed pursuant to the Contract will not waive any defense which the City of New Castle, its agencies and their respective officers, employees and agents might otherwise have against such claims, specifically including the defense of sovereign immunity, where applicable, and by the terms of this section, the City of New Castle and all agencies, officers and employees thereof shall not be financially responsible for the consequences of work performed, pursuant to said contract.

4.4 RIGHT TO AUDIT RECORDS

4.4.1 The Owner shall have the right to audit the books and records of a Contractor or any Subcontractor under any Contract or Subcontract to the extent that the books and records relate to the performance of the Contract or Subcontract.

- 4.4.2 Said books and records shall be maintained by the Contractor for a period of seven (7) years from the date of final payment under the Prime Contract and by the Subcontractor for a period of seven (7) years from the date of final payment under the Subcontract.

ARTICLE 5: SUBCONTRACTORS

5.1 SUBCONTRACTING REQUIREMENTS

5.1.1 All contracts for the construction, reconstruction, alteration or repair of any public building (not a road, street or highway) shall be subject to the following provisions:

1. A contract shall be awarded only to a Bidder whose Bid is accompanied by a statement containing, for each Subcontractor category, the name and address (city or town and State only – street number and P.O. Box addresses not required) of the subcontractor whose services the Bidder intends to use in performing the Work and providing the material for such Subcontractor category.
2. A Bid will not be accepted nor will an award of any Contract be made to any Bidder which, as the Prime Contractor, has listed itself as the Subcontractor for any Subcontractor unless:
 - A. It has been established to the satisfaction of the awarding Agency that the Bidder has customarily performed the specialty work of such Subcontractor category by artisans regularly employed by the Bidder's firm;
 - B. That the Bidder is duly licensed by the State to engage in such specialty work, if the State requires licenses; and
 - C. That the Bidder is recognized in the industry as a bona fide Subcontractor or Contractor in such specialty work and Subcontractor category.

5.1.2 The decision of the awarding Agency as to whether a Bidder who lists itself as the Subcontractor for a Subcontractor category shall be final and binding upon all Bidders, and no action of any nature shall lie against any awarding Agency or its employees or officers because of its decision in this regard.

5.1.3 After such a Contract has been awarded, the successful Bidder shall not substitute another Subcontractor for any Subcontractor whose name was set forth in the statement which accompanied the Bid without the written consent of the awarding Agency.

5.1.4 No Agency shall consent to any substitution of Subcontractors unless the Agency is satisfied that the Subcontractor whose name is on the Bidders accompanying statement:

- A. Is unqualified to perform the work required;
- B. Has failed to execute a timely reasonable Subcontract;
- C. Has defaulted in the performance on the portion of the work covered by the Subcontract; or
- D. Is no longer engaged in such business.

5.2 **PENALTY FOR SUBSTITUTION OF SUBCONTRACTORS – NOT USED**

- 5.3 ASBESTOS ABATEMENT – NOT USED
- 5.4 STANDARDS OF CONSTRUCTION FOR THE PROTECTION OF THE PHYSICALLY DISABLED
 - 5.4.1 All Contracts shall conform with the standard established by the Delaware Architectural Accessibility Board unless otherwise exempted by the Board.
- 5.5 CONTRACT PERFORMANCE
 - 5.5.1 If any firm entering into a Public Works Contract that neglects or refuses to perform or fails to comply with its terms, the Agency may terminate the Contract and proceed to award a new Contract or may require the Surety on the Performance Bond to complete the Contract in accordance with the terms of the Performance Bond.

ARTICLE 6: CONSTRUCTION BY OWNER OR SEPARATE CONTRACTORS

- 6.1 The Owner reserves the right to simultaneously perform other construction or operations related to the Project with the Owner's own forces and to award separate contracts in connection with other portions of the Project or other Projects at the same site.
- 6.2 The Contractor shall afford the Owner and other Contractors reasonable opportunity for access and storage of materials and equipment and for the performance of their activities, and shall connect and coordinate their activities with other forces as required by the Contract Documents.

ARTICLE 7: CHANGES IN THE WORK

- 7.1 The Owner, without invalidating the Contract, may order changes in the Work consisting of Additions, Deletions, Modifications or Substitutions, with the Contract Sum and Contract completion date being adjusted accordingly. Such changes in the Work shall be authorized by written Change Order signed by the Professional, as the duly authorized agent, the Contractor and the Owner.
- 7.2 The Contract Sum and Contract Completion Date shall be adjusted only by a fully executed Change Order.
- 7.3 The additional cost or credit to the Owner resulting from a change in the Work shall be by mutual agreement of the Owner, Contractor and Engineer. In all cases, this cost or credit shall be based on the 'DPE' wages required and the "invoice price" of the materials/equipment needed.
 - 7.3.1 "DPE" shall be defined to mean "direct personnel expense". Direct payroll expense includes direct salary plus customary fringe benefits (prevailing wage rates) and documented statutory costs such as workman's compensation insurance, Social Security/Medicare, and unemployment insurance (a maximum multiplier of 1.35 times DPE).
 - 7.3.2 "Invoice price" of materials/equipment shall be defined to mean the actual cost of materials and/or equipment that is paid by the Contractor, subcontractor, to a material distributor, direct factory vendor, store, material provider, or equipment leasing entity. Rates for equipment that is leased and/or owned by the Contractor or subcontractor(s) shall not exceed those listed in the latest version of the "Means Building Construction Cost Data" publication.

- 7.3.3 In addition to the above, the General Contractor is allowed a fifteen percent (15%) markup for overhead and profit for additional work performed by the General Contractor's own forces. For additional subcontractor work, the Subcontractor is allowed a fifteen (15) percent overhead and profit on change order work above and beyond the direct costs stated previously. To this amount, the General Contractor will be allowed a mark-up not exceeding seven and one half percent (7.5%) on the subcontractors work. These mark-ups shall include all costs including, but not limited to: overhead, profit, bonds, insurance, supervision, etc. No markup is permitted on the work of the subcontractors' subcontractor. No additional costs shall be allowed for changes related to the Contractor's onsite superintendent/staff, or project manager, unless a change in the work changes the project duration and is identified by the CPM schedule. There will be no other costs associated with the change order.

ARTICLE 8: TIME

- 8.1 Time limits, if any, are as stated in the Project Manual. By executing the Agreement, the Contractor confirms that the stipulated limits are reasonable and that the Work will be completed within the anticipated time frame.

- 8.2 If progress of the Work is delayed at any time by changes ordered by the Owner, unusual delay in deliveries, abnormal adverse weather conditions, fire, labor disputes, unavoidable casualties or other causes beyond the Contractor's control, the Contract Time shall be extended for such reasonable time as the Owner may determine.

- 8.3 Any extension of time beyond the date fixed for completion of the construction and acceptance of any part of the Work called for by the Contract, or the occupancy of the building by the Owner, in whole or in part, previous to the completion shall not be deemed a waiver by the Owner of his or her right to annul or terminate the Contract for abandonment or delay in the matter provided for, nor relieve the Contractor of full responsibility.

8.4 **SUSPENSION AND DEBARMENT**

- 8.4.1 Any Contractor who fails to perform a public works contract or complete a public works project within the time schedule established by the Agency in the Invitation To Bid, may be subject to Suspension or Debarment for one or more of the following reasons: a) failure to supply the adequate labor supply ratio for the project; b) inadequate financial resources; or, c) poor performance on the Project.

- 8.4.2 "Upon such failure for any of the above stated reasons, the Agency that contracted for the public works project may petition the Director of the Office of Management and Budget for Suspension or Debarment of the Contractor. The Agency shall send a copy of the petition to the Contractor within three (3) working days of filing with the Director. If the Director concludes that the petition has merit, the Director shall schedule and hold a hearing to determine whether to suspend the Contractor, debar the Contractor or deny the petition. The Agency shall have the burden of proving, by a preponderance of the evidence, that the Contractor failed to perform or complete the public works project within the time schedule established by the Agency and failed to do so for one or more of the following reasons: a) failure to supply the adequate labor supply ratio for the project; b) inadequate financial resources; or, c) poor performance on the project. Upon a finding in favor of the Agency, the Director may suspend a Contractor from Bidding on any project funded, in whole or in part, with public funds for up to 1 year for a first offense, up to 3 years for a second offense and permanently debar the Contractor for a third offense. The Director shall issue a written decision and shall send a copy to the Contractor and the Agency.

Such decision may be appealed to the Superior Court within thirty (30) days for a review on the record.”

8.5 RETAINAGE

8.5.1 Per Section 6962(d)(5) a.3, Title 29, Delaware Code: The Agency may at the beginning of each public works project establish a time schedule for the completion of the project. If the project is delayed beyond the completion date due to the Contractor’s failure to meet their responsibilities, the Agency may forfeit, at its discretion, all or part of the Contractor’s retainage.

8.5.2 This forfeiture of retainage also applies to the timely completion of the punchlist. A punchlist will only be prepared upon the mutual agreement of the Owner, Engineer and Contractor. Once the punchlist is prepared, all three parties will by mutual agreement, establish a schedule for its completion. Should completion of the punchlist be delayed beyond the established date due to the Contractor’s failure to meet their responsibilities, the Agency may hold permanently, at its discretion, all or part of the Contractor’s retainage.

8.6 WORK HOURS

8.6.1 Unless the Owner grants special permission otherwise, work will be limited to between the hours of 7:00 a.m. to 5:00 p.m. Monday through Saturday.

ARTICLE 9: PAYMENTS AND COMPLETION

9.1 APPLICATION FOR PAYMENT

9.1.1 Applications for payment shall be made upon AIA Document G702 or on a document of similar format. There will be a five percent (5%) retainage on all Contractors’ monthly invoices until completion of the project. This retainage may become payable upon receipt of all required closeout documentation, provided all other requirements of the Contract Documents have been met.

9.1.2 The monthly account of work completed will be required on a fixed date each month. Upon receipt of Contractor's itemized application for payment, such application will be audited, modified (if found necessary) and approved for the amount. Statement shall be submitted to the Owner.

9.1.3 Section 6516, Title 29 of the Delaware Code annualized interest is not to exceed 12% per annum beginning thirty (30) days after the “presentment” (as opposed to the date) of the invoice.

9.2 PARTIAL PAYMENTS

9.2.1 Any public works Contract executed by any Agency may provide for partial payments at the option of the Owner with respect to materials placed along or upon the sites or stored at secured locations which are suitable for use in the performance of the contract.

9.2.2 When approved by the Agency, partial payment may include the values of tested and acceptable materials of a nonperishable or noncontaminative nature which have been produced or furnished for incorporation as a permanent part of the work yet to be completed, provided acceptable provisions have been made for storage.

- 9.2.2.1 Any allowance made for materials on hand will not exceed the delivered cost of the materials as verified by invoices furnished by the Contractor, nor will it exceed the contract bid price for the material complete in place.
- 9.2.3 If requested by the Agency, receipted bills from all Contractors, Subcontractors, and material, men, etc., for the previous payment must accompany each application for payment. Following such a request, no payment will be made until these receipted bills have been received by the Owner.
- 9.3 SUBSTANTIAL COMPLETION
- 9.3.1 The Owner will determine the date when the project has been substantially completed.
- 9.3.2 If, after the Work has been substantially completed, full completion thereof is materially delayed through no fault of the Contractor and without terminating the Contract, the Owner may make payment of the balance due for the portion of the Work fully completed and accepted. Such payment shall be made under the terms and conditions governing final payment that it shall not constitute a waiver of claims.
- 9.3.3 On projects where commissioning is included, the commissioning work as defined in the specifications must be complete prior to the issuance of substantial completion.
- 9.4 FINAL PAYMENT
- 9.4.1 Final payment, including the five percent (5%) retainage if determined appropriate, shall be made within thirty (30) days after the Work is fully completed and the Contract fully performed and provided that the Contractor has submitted the following closeout documentation (in addition to any other documentation required elsewhere in the Contract Documents):
- 9.4.1.1 Evidence satisfactory to the Owner that all payrolls, material bills, and other indebtedness connected with the work have been paid,
- 9.4.1.2 An acceptable RELEASE OF LIENS,
- 9.4.1.3 As-built drawings – Preparation of as-built drawings for Base Bid Location and Alternate #3 Location are incidental.
- 9.4.1.4 The Owner reserves the right to retain payments, or parts thereof, for its protection until the foregoing conditions have been complied with, defective work corrected and all unsatisfactory conditions remedied.

ARTICLE 10: PROTECTION OF PERSONS AND PROPERTY

- 10.1 The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract. The Contractor shall take all reasonable precautions to prevent damage, injury or loss to: workers, persons nearby who may be affected, the Work, materials and equipment to be incorporated, and existing property at the site or adjacent thereto. The Contractor shall give notices and comply with applicable laws ordinances, rules regulations, and lawful orders of public authorities bearing on the safety of persons and property and their protection from injury, damage, or loss. The Contractor shall promptly remedy damage and loss to property at the site caused in whole or in part by the Contractor, a Subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose actions they may be liable.

- 10.2 The Contractor shall notify the Owner in the event that any existing hazardous material such as lead, PCBs, asbestos, etc. is encountered on the project. The Owner will arrange with a qualified specialist for the identification, testing, removal, handling and protection against exposure or environmental pollution, to comply with applicable regulation laws and ordinances. The Contractor and Engineer will not be required to participate in or to perform this operation. Upon completion of this work, the Owner will notify the Contractor and Engineer in writing that the area has been cleared and approved by the authorities in order for the work to proceed. The Contractor shall attach documentation from the authorities of said approval.
- 10.3 As required in the Hazardous Chemical Information Act of June 1984, all vendors supplying any materials that may be defined as hazardous must provide Material Safety Data Sheets for those products. Any chemical product should be considered hazardous if it has a warning caution on the label relating to a potential physical or health hazard, if it is known to be present in the work place, and if employees may be exposed under normal conditions or in any foreseeable emergency situation. Material Safety Data Sheets must be provided directly to the Owner along with the shipping slips that include those products.
- 10.4 The Contractor shall certify to the Owner that materials incorporated into the Work are free of all asbestos. This certification may be in the form of Material Safety Data Sheet (MSDS) provided by the product manufacturer for the materials used in construction, as specified or as provided by the Contractor.

ARTICLE 11: INSURANCE AND BONDS

- 11.1 The Contractor shall carry all insurance required by law, such as Unemployment Insurance, etc. The Contractor shall carry such insurance coverage as they desire on their own property such as a field office, storage sheds or other structures erected upon the project site that belong to them and for their own use. The Subcontractors involved with this project shall carry whatever insurance protection they consider necessary to cover the loss of any of their personal property, etc.
- 11.2 Upon being awarded the Contract, the Contractor shall obtain a minimum of two (2) copies of all required insurance certificates called for herein and identifying the City as an Additional Insured, and submit one (1) copy of each certificate, to the Owner, within 20 calendar days of contract award.
- 11.3 Bodily Injury Liability and Property Damage Liability Insurance shall, in addition to the coverage included herein, include coverage for injury to or destruction of any property arising out of the collapse of or structural injury to any building or structure due to demolition work and evidence of these coverages shall be filed with and approved by the Owner.
- 11.4 The Contractor's Property Damage Liability Insurance shall, in addition to the coverage noted herein, include coverage on all real and personal property in their care, custody and control damaged in any way by the Contractor or their Subcontractors during the entire construction period on this project.
- 11.5 Builders Risk (including Standard Extended Coverage Insurance) on the existing site during the entire construction period shall not be provided by the Contractor under this contract. The Owner shall insure the existing site and all of its contents and all this new alteration work under this contract during entire construction period for the full insurable value of the entire work at the site. Note, however, that the Contractor and their Subcontractors shall be responsible for insuring building materials (installed and stored) and their tools and equipment whenever in use on the project, against fire damage, theft, vandalism, etc.

11.6 Certificates of the insurance company or companies stating the amount and type of coverage, terms of policies, etc., shall be furnished to the Owner, within 20 calendar days of contract award.

11.7 The Contractor shall, at their own expense, (in addition to the above) carry the following forms of insurance:

11.7.1 Contractor's Contractual Liability Insurance

Minimum coverage to be:

Bodily Injury

\$ 500,000	for each person
\$1,000,000	for each occurrence
\$2,000,000	aggregate

Property Damage

\$ 500,000	for each occurrence
\$1,000,000	aggregate

11.7.2 Contractor's Protective Liability Insurance

Minimum coverage to be:

Bodily Injury

\$ 500,000	for each person
\$1,000,000	for each occurrence
\$2,000,000	aggregate

Property Damage

\$ 500,000	for each occurrence
\$ 1,000,000	aggregate

11.7.3 Automobile Liability Insurance

Minimum coverage to be:

Bodily Injury

\$1,000,000	for each person
\$1,000,000	for each occurrence

Property Damage

\$ 500,000	per accident
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11.7.4 Prime Contractor's and Subcontractors' policies shall include contingent and contractual liability coverage in the same minimum amounts as 11.7.1 above.

11.7.5 Workmen's Compensation (including Employer's Liability):

11.7.5.1 Minimum Limit on employer's liability to be as required by law.

- 11.7.5.2 Minimum Limit for all employees working at one site.
- 11.7.6 Certificates of Insurance must be filed with the Owner guaranteeing fifteen (15) days prior notice of cancellation, non-renewal, or any change in coverages and limits of liability shown as included on certificates.
- 11.7.7 Social Security Liability
- 11.7.7.1 With respect to all persons at any time employed by or on the payroll of the Contractor or performing any work for or on their behalf or in connection with or arising out of the Contractor's business, the Contractor shall accept full and exclusive liability for the payment of any and all contributions for taxes, unemployment insurance, old age retirement benefits, pensions or annuities now or hereafter imposed by the Government of the United States and the State or political subdivision thereof, whether the same be measured by wages, salaries or other remuneration paid to such persons or otherwise.
- 11.7.7.2 Upon request, the Contractor shall furnish Owner such information on payrolls or employment records as may be necessary to enable it to fully comply with the law imposing the aforesaid contributions or taxes.
- 11.7.7.3 If the Owner is required by law to and does pay any and/or all of the aforesaid contributions or taxes, the Contractor shall forthwith reimburse the Owner for the entire amount so paid by the Owner.

ARTICLE 12: UNCOVERING AND CORRECTION OF WORK

- 12.1 The Contractor shall promptly correct Work rejected by the Owner or failing to conform to the requirements of the Contract Documents, whether observed before or after Substantial Completion and whether or not fabricated, installed or completed, and shall correct any Work found to be not in accordance with the requirements of the Contract Documents within a period of two years from the date of Substantial Completion, or by terms of an applicable special warranty required by the Contract Documents. The provisions of this Article apply to work done by Subcontractors as well as to Work done by direct employees of the Contractor.
- 12.2 At any time during the progress of the work, or in any case where the nature of the defects shall be such that it is not expedient to have them corrected, the Owner, at their option, shall have the right to deduct such sum, or sums, of money from the amount of the contract as they consider justified to adjust the difference in value between the defective work and that required under contract including any damage to the structure.

ARTICLE 13: MISCELLANEOUS PROVISIONS

- 13.1 PERFORMANCE
- 13.1.1 All construction and materials shall be in accordance with the Delaware Department of Transportation Standard Specifications for Road and Bridge Construction, August 2001, as modified by this Project Manual.
- 13.21 CUTTING AND PATCHING
- 13.2.1 The Contractor shall be responsible for all cutting and patching. The Contractor shall coordinate the work of the various trades involved.
- 13.3 DIMENSIONS

13.3.1 All dimensions shown shall be verified by the Contractor by actual measurements at the project site. Any discrepancies between the drawings and specifications and the existing conditions shall be referred to the Owner for adjustment before any work affected thereby has been performed.

13.4 LABORATORY TESTS

13.4.1 Any specified laboratory tests of material and finished articles to be incorporated in the work shall be made by bureaus, laboratories or agencies approved by the Owner and reports of such tests shall be submitted to the Owner. The cost of the testing shall be paid for by the Contractor.

13.4.2 The Contractor shall furnish all sample materials required for these tests and shall deliver the same without charge to the testing laboratory or other designated agency when and where directed by the Owner.

13.5 ARCHAEOLOGICAL EVIDENCE

13.5.1 Whenever, in the course of construction, any archaeological evidence is encountered on the surface or below the surface of the ground, the Contractor shall notify the authorities of the Delaware Archaeological Board and suspend work in the immediate area for a reasonable time to permit those authorities, or persons designated by them, to examine the area and ensure the proper removal of the archaeological evidence for suitable preservation in the State Museum.

13.6 GLASS REPLACEMENT AND CLEANING – NOT USED

13.7 WARRANTY

13.7.1 For a period of two (2) years from the date of substantial completion, as evidenced by the date of final acceptance of the work, the contractor warrants that work performed under this contract conforms to the contract requirements and is free of any defect of equipment, material or workmanship performed by the contractor or any of the subcontractors or suppliers. However, manufacturer's warranties and guarantees, if for a period longer than two (2) years, shall take precedence over the above warranties. The contractor shall remedy, at the Contractor's own expense, any such failure to conform or any such defect. The protection of this warranty shall be included in the Contractor's Performance Bond.

ARTICLE 14: TERMINATION OR SUSPENSION OF CONTRACT

14.1 If the Contractor defaults or persistently fails or neglects to carry out the Work in accordance with the Contract Documents or fails to perform a provision of the Contract, the Owner, after seven days written notice to the Contractor, may make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor. Alternatively, at the Owner's option, the Owner may terminate the Contract and take possession of the site and of all materials, equipment, tools, and machinery thereon owned by the Contractor and may finish the Work by whatever method the Owner may deem expedient. If the costs of finishing the Work exceed any unpaid compensation due the Contractor, the Contractor shall pay the difference to the Owner.

14.2 "If the continuation of this Agreement is contingent upon the appropriation of adequate state, or federal funds, this Agreement may be terminated on the date beginning on the first fiscal year for which funds are not appropriated or at the exhaustion of the

appropriation. The Owner may terminate this Agreement by providing written notice to the parties of such non-appropriation. All payment obligations of the Owner will cease upon the date of termination. Notwithstanding the foregoing, the Owner agrees that it will use its best efforts to obtain approval of necessary funds to continue the Agreement by taking appropriate action to request adequate funds to continue the Agreement.”

END OF GENERAL REQUIREMENTS

STATE OF DELAWARE
DEPARTMENT OF LABOR
DIVISION OF INDUSTRIAL AFFAIRS
OFFICE OF LABOR LAW ENFORCEMENT
PHONE: (302) 318-2769

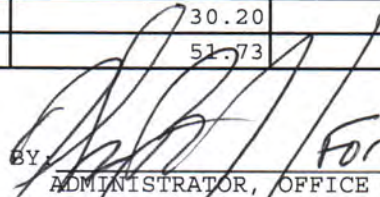
Mailing Address:
252 Chapman Road
Suite 210
Newark, DE 19702

Located at:
252 Chapman Road
Suite 210
Newark, DE 19702

PREVAILING WAGES FOR HIGHWAY CONSTRUCTION EFFECTIVE MARCH 15, 2024

CLASSIFICATION	NEW CASTLE	KENT	SUSSEX
BRICKLAYERS	65.24	65.24	69.05
CARPENTERS	65.85	61.06	49.30
CEMENT FINISHERS	70.64	43.32	44.16
ELECTRICAL LINE WORKERS	35.67	57.63	28.21
ELECTRICIANS	81.62	81.62	81.62
IRON WORKERS	86.81	31.66	33.63
LABORERS	54.96	50.59	49.65
MILLWRIGHTS	21.38	20.75	17.93
PAINTERS	81.29	81.29	81.29
PILEDRIVERS	95.51	31.53	88.62
POWER EQUIPMENT OPERATORS	82.31	52.56	48.15
SHEET METAL WORKERS	30.20	26.96	24.40
TRUCK DRIVERS	51.73	37.48	45.64

CERTIFIED: 10/23/2024

BY:  For Fran Chudzik
ADMINISTRATOR, OFFICE OF LABOR LAW ENFORCEMENT

NOTE: THESE RATES ARE PROMULGATED AND ENFORCED PURSUANT TO THE PREVAILING WAGE REGULATIONS ADOPTED BY THE DEPARTMENT OF LABOR ON APRIL 3, 1992.

CLASSIFICATIONS OF WORKERS ARE DETERMINED BY THE DEPARTMENT OF LABOR. FOR ASSISTANCE IN CLASSIFYING WORKERS, OR FOR A COPY OF THE REGULATIONS OR CLASSIFICATIONS, PHONE (302) 318-2769.

NON-REGISTERED APPRENTICES MUST BE PAID THE MECHANIC'S RATE.

PROJECT: 2025-002 ADA Sidewalks Improvement Contract, New Castle County



PREVAILING WAGE DEBARMENT LIST

The following contractors have been debarred for violations of the prevailing wage law 29Del.C. §6960 or other applicable State statutes.

Therefore, no public construction contract in this State shall be bid on, awarded to, or received by contractors and individuals on this list for a period of (3) three years from the date of the judgment or as deemed by a court of competent jurisdiction.

Contractor	Address	Date of Debarment
Mullen Brothers, Inc. and Daniel Mullen, individually	3375 Garnett Road, Boothwyn, PA 19060	Indefinite/ Civil Contempt
State Contractors Corporation, and Jose Oscar Rivera, individually	13004 Hathaway Drive Silver Spring, MD 20906	Indefinite/ 19 <u>Del.C. 2374(f)</u>
Green Granite and Jason Green, individually	604 Heatherbrooke Court Avondale, PA 19311	Indefinite/ Civil Contempt
Pro Image Landscaping, Inc. and Owner(s) individually	23 Commerce Street Wilmington, DE 19801 and/or 2 Cameo Road Claymont, DE 19703	Indefinite/19 <u>Del.C. §108 & 10 Del.C. 542(c)</u>
Liberty Mechanical, LLC and Owner(s), individually	2032 Duncan Road Wilmington, DE 19801	Indefinite/ 19 <u>Del.C. 2374(f)</u>
Integrated Mechanical and Fire Systems Inc. and Allison Sheldon, individually	4601 Governor Printz Boulevard Wilmington, DE 19809	Indefinite/19 <u>Del.C. §108 & 10 Del.C. 542(c)</u>

Updated: January 22, 2019

TECHNICAL SPECIFICATIONS

TS-1 MEASUREMENT AND PAYMENT

PART 1: GENERAL

1.1 GENERAL

- A. Payment for the work completed under this Contract will be made at the lump sum and unit prices bid, which shall include the furnishing of all labor, tools, equipment and materials, and performance of all work required to complete the project as indicated and specified in accordance with all requirements of the Contract Documents and to the entire satisfaction of the Owner or Engineer.
- B. Work, incidental and miscellaneous items, and materials for which no specific bid item is shown, and which are necessary to complete the project in accordance with the contract documents and to maintain and repair the work within the Contract warranty period are incidental to the bid items listed below and shall be provided by the Contractor and included in the price for the associated bid item that most closely matches the work.

1.2 AUTHORITY

- A. The Contractor shall provide the services of a surveyor professionally registered in the State of Delaware to take all measurements and compute quantities. The Owner or Engineer will verify measurements and quantities.

1.3 UNIT QUANTITIES SPECIFIED

- A. Quantities and measurements indicated in the Bid Tab are for bidding and contract purposes only. Quantities and measurements supplied or placed in the Work and verified by the Owner or Engineer shall determine payment. The City of New Castle is not liable to the Contractor for any additional compensation based on any variance between the estimated quantities and the actual quantities installed during the course of the Project. The Contractor shall be paid solely for the actual quantities of items installed at the bid price.
- B. If the actual Work requires more or fewer quantities than those quantities indicated, the Contractor shall provide the required quantities at the unit prices contracted.

PART 2: INCIDENTAL ITEMS

2.1 SEDIMENT AND EROSION CONTROL

- A. Measurement: No measurement will be made for Sediment and Erosion Control.
- B. Payment: No payment will be made for Sediment and Erosion Control. The Contractor is responsible for assuring that materials from all work areas are contained. Erosion and Sediment Control is incidental to other bid items.
- C. Description: Contractor shall prepare a Sediment and Erosion Control plan and will maintain temporary sediment and erosion control measures for the duration of each portion of the specified work. In case of repeated failures on the part of the Contractor to control erosion and sediment control, the City reserves the right to employ outside assistance or to use his own forces to provide the necessary corrective measures. Such incurred direct costs plus project engineering costs will be charged to the Contractor and appropriate deductions will be made from the Contractor's monthly progress estimate.

2.2 SITE CLEARING

- A. Measurement: No measurement will be made for Site Clearing.
- B. Payment: No payment will be made for Site Clearing. Site Clearing is incidental to other bid items.
- C. Description: Contractor shall provide for the demolition and removal of all surface items necessary to complete the work including the stripping and stockpiling of topsoil, demolition and removal of debris, trees, shrubs, grass, signs, etc. along with protection of items designated to remain. This item shall also include the proper and legal disposal of the materials removed to complete this work. Demolition and removal of existing asphalt, graded aggregates, sidewalks, curb and gutter, inlets, and pipes shall be paid for under bid items.

2.3 SAW CUT

- A. Measurement: No measurement will be made for Saw Cut.
- B. Payment: No payment will be made for Saw Cut. Saw Cut is incidental to other bid items.

- C. Description: The equipment used shall be a saw cutting machine capable of cutting Portland Cement Concrete and hot-mix, hot-laid, bituminous concrete pavements. The machine shall consist of a suitable motor driven diamond blade circular cutter with control devices, mounted on a sturdy frame. The equipment shall be capable of cutting a groove in a straight line to a sufficient depth so that an even, neat joint will be cut to allow removal of material without damage to the adjacent pavement. A continuous water supply shall be supplied to the cutting element either by a water tank on the equipment or by other means. Equipment other than that specified for saw cutting may be used if the material to be cut is hot-mix, hot-laid bituminous concrete.

2.4 CRACK AND JOINT SEALING

- A. Measurement: No measurement will be made for Crack and Joint Sealing of concrete surfaces.
- B. Payment: No payment will be made for Crack and Joint Sealing. Crack and Joint Sealing is incidental to other bid items.
- C. Description: See Sections TS-7 and TS-8.

2.5 UTILITY COVER ADJUSTMENTS

- A. Measurement: No measurement will be made for Utility Cover Adjustments.
- B. Payment: No payment will be made for Utility Cover Adjustments. Utility Cover Adjustments is incidental to other bid items.
- C. Description: This item includes adjustments to manhole tops, water main valves, shut off valves, etc. as necessary for these appurtenances to be flush with the final surface after operations are complete and the surface is at final grade. Manhole tops will be adjusted in accordance with current New Castle County standards and details.

PART 3: BID ITEMS

3.1 MOBILIZATION / DEMOBILIZATION

- A. Measurement: No measurement will be made for Mobilization / Demobilization. It will be paid on a lump sum basis. The Lump Sum payment for this item will be full compensation for providing initial services and facilities required to mobilize for and commence the work of this project as shown, specified, and required to provide a complete project.
- B. Payment: The payment for mobilization will be made at 50 % on the first payment requested with the remainder paid in even monthly increments spread out over the Contract Time. Costs to be included under this item shall include such items as bonds, insurance, shop drawings, submittals, temporary facilities and controls, permits, notifications, coordination with Miss Utility or other underground utility-locating service along with other costs and incidentals associated with initiating the work. The maximum amount bid for this item shall not exceed 5% of the sum of all items.
- C. Description: Mobilization shall include all activities and associated costs for transportation of contractor's personnel, equipment, and operating supplies to the sites. Demobilization shall include all activities and costs for transportation of personnel, equipment, and supplies not required or included in the contract from the sites. This includes disassembly, removal, and site cleanups.

3.2 FIELD ENGINEERING AND SURVEYING

- A. Measurement: No measurement will be made for Field Engineering and Surveying. The lump sum payment for this item will be full compensation for all work related to the construction survey and layout of the proposed work in accordance with the specifications.
- B. Payment: The contract lump sum price will be paid under this item in proportion to the amount of work done as determined by the City or Engineer. The Contractor shall employ a surveyor or engineer professionally registered in the State of Delaware and acceptable to the City or Engineer. The price bid shall include, but not limited to field engineering and surveying services for stakeout of all project features and structures as specified herein, identify project benchmarks, establish all lines, elevations and reference marks needed by the Contractor or Engineer during the progress of the Work, and from time to time to verify such marks by instrument or other appropriate means. It also includes the preparation and certification of "As Built" Record Drawings of the improvements to verify conformance with ADA standards.

3.3 MAINTENANCE OF TRAFFIC

- A. Measurement: No measurement will be made for Maintenance of Traffic. The Lump Sum payment for this item will be full compensation for all items related to the control of traffic throughout the course of the project in accordance with the specifications, DeIDOT Standard Details and Manual on Uniform Traffic Control Devices (MUTCD).
- B. Payment: The contract lump sum price will be paid under this item in proportion to the amount of work completed as determined by the Owner or Engineer. The lump sum price bid shall include all of the Contractor's costs and shall include, but not limited to preparation of a Maintenance of Traffic Plan, proposed detour plans, notifications, coordination, furnishing, transporting, and set up of all traffic control equipment, materials, and labor to the various areas of construction as necessary to complete the work in accordance with the specifications, DeIDOT Standard Details and Manual on Uniform Traffic Control Devices (MUTCD).

3.4 EXCAVATION AND REMOVAL OF EXISTING MATERIALS

NOT UTILIZED FOR THIS PROJECT

3.5 WMA SUPERPAVE TYPE C SURFACE COURSE

- A. Measurement: The quantity of WMA Superpave Type C will be measured as the actual number of tons placed and accepted. Legible weight tickets shall be submitted to the City or Engineer for all WMA Superpave Type C delivered to the site and placed.
- B. Payment: The quantity of WMA Superpave Type C will be paid for at the Contract unit price per ton. Payment will constitute full compensation for furnishing, preparing, hauling, and placing all materials, including adjusting utility boxes, tack coat, crack and joint sealing, and incidental excavation.

3.6 WMA SUPERPAVE TYPE B BASE COURSE

- A. Measurement: The quantity of WMA Superpave Type B will be measured as the actual number of tons placed and accepted. Legible weight tickets shall be submitted to the City or Engineer for all WMA Superpave Type B delivered to the site and placed.
- B. Payment: The quantity of WMA Superpave Type B will be paid for at the Contract unit price per ton. Payment will constitute full compensation for furnishing, preparing, hauling, and placing all materials, including tack coat and incidental excavation.

3.7 TYPE B GRADED AGGREGATE BASE COURSE

- A. Measurement: The quantity of graded aggregate base course (GABC) will be measured by the actual number of tons placed and accepted. All GABC used as a subbase for pavement or pavement patches will be paid for under this item. Legible weight tickets shall be submitted to the City or Engineer for all Type B Graded Aggregate Base Course delivered to the site and placed. GABC placed under sidewalk and curbing will be paid for under those items.
- A. Payment: Price and payment will constitute full compensation for preparing, furnishing, placing, and compacting the materials including incidentals required to complete the work.

3.8 REMOVE AND RESET GRANITE CURB

- A. Measurement: Measurement of lineal feet to be paid under this section shall be the actual number of lineal feet of old curb removed and reset plus the amount of new granite curb installed, measured along the centerline from end to end.
- B. Payment: The number of lineal feet as determined above shall be paid for at the contract unit price per lineal foot bid under this item. The unit price bid for this item will be full compensation necessary to construct the curb including removal of existing curb, excavation, placement of stone base beneath curb, resetting existing granite curb, acquiring and placing new granite curb, finishing, joint construction, backfill and all other incidental items necessary to complete the work.

3.9 REMOVE AND REPLACE BRICKWORK

- A. Measurement: Measurement of square feet to be paid under this section shall be the actual number of square feet of existing brick removed and new or reused bricks installed.
- B. Payment: The number of square feet as determined above shall be paid for at the contract unit price per square feet bid under this item, the unit price of which shall constitute full compensation necessary to complete the item, including incidental saw cut, removal of existing sidewalk, excavation, base, demolition, disposal, resetting of brick sidewalk, and compaction complete, in place and in accordance with the requirements of the contract documents.

3.10 DETECTABLE WARNING SURFACES (TRUNCATED DOME BLOCKS)

- A. Measurement: Measurement of square feet to be paid under this section shall be the actual number of square feet of installed blocks as measured on the surface.
- B. Payment: The number of square feet as determined above shall be paid for at the contract unit price per square foot bid under this item. The unit price bid for this item will be full compensation necessary to furnish and install truncated dome blocks flush with the ramp surface and include all incidentals including saw cutting, concrete removal, brick removal, excavation, disposal, and sealing the joint between the blocks and any voids along the edges of the blocks with an approved clear sealant.

3.11 PAINTING AND STRIPING

- A. Measurement: The lump sum payment for this item will be full compensation for all work related to the painting and striping of roadways and curbs such that post-construction conditions are similar and equivalent to pre-construction conditions, as well as providing cross walks per the Delaware Manual on Uniform Traffic Control Devices, and the Delaware Traffic Calming Design Manual.
- B. Payment: The lump sum price bid for this item will be full compensation necessary to complete the work in accordance with the plans and specifications, and as directed by the City or Engineer, and all other incidentals required to complete the work.

3.12 CONCRETE SIDEWALK – REMOVE AND REPLACE

- A. Measurement: Measurement of square feet to be paid under this section shall be the actual number of square feet of existing concrete sidewalk removed and replaced with new concrete installed.
- B. Payment: The number of square feet as determined above shall be paid for at the contract unit price per square feet bid under this item, the unit price of which shall constitute full compensation necessary to complete the item, including incidental saw cut, excavation, graded aggregate base, demolition, disposal, construction of new concrete sidewalk / ramp, and compaction complete, in place and in accordance with the requirements of the contract documents.

3.13 CONCRETE CURB – REMOVE AND REPLACE

- A. Measurement: Measurement of linear feet to be paid under this section shall be the actual number of linear feet of existing concrete curbing removed and replaced with new concrete installed.
- B. Payment: The number of linear feet as determined above shall be paid for at the contract unit price per linear foot bid under this item, the unit price of which shall constitute full compensation necessary to complete the item, including incidental saw cut, excavation, graded aggregate base, demolition, disposal, construction of new concrete curbing, and compaction complete, in place and in accordance with the requirements of the contract documents.

3.14 RESTORATIONS

- A. Measurement: The lump sum payment for this item will be full compensation for all work related to the complete and final restoration of incidental obstructions damaged during the work and the restoration of areas disturbed by construction including the Contractor's lay down and storage areas.
- B. Payment: The contract lump sum price will be paid under this item in proportion to the amount of work done as determined by the Owner or Engineer and shall include, but not be limited the restoration of all areas disturbed by construction including mail boxes, signs, property corners, incidental damage to items designated to remain, landscaping, gardens, the furnishing and placement of topsoil, fertilizing, seeding, mulching, etc. along with the protection and maintenance of restored areas.

TS-2 SUBMITTALS

PART 1: GENERAL

1.1 SUBMISSION DOCUMENTS

- A. All materials shall comply with DelDOT standard specifications for construction. Submit source of supply for all materials.
- B. Shop drawings & Product: Provide shop drawings and product data and any material not included in "A" above.
- C. Construction Schedule.
- D. Subcontractor List.
- E. Project Surveyor, QA/QC Testing Firm.
- F. Maintenance of Traffic Plan.
- G. Temporary Erosion and Sediment Control Plan.
- H. Safety Plan.

1.2 SUBMITTAL PROCEDURE

- A. Cover all submittals with transmittal forms. Sequentially number the transmittal forms. Resubmittals to have original number with an alphabetic suffix.
- B. Identify Project, Contractor, Subcontractor, or supplier; pertinent Drawing sheet and detail number(s), and specification Section number, as appropriate.
- C. Apply Contractor's "approved" stamp, signed or initialed certifying that review, verification of Products required, field dimensions, adjacent construction Work, and coordination of information, are in accordance with the requirements of the Work and Contract Documents.
- D. Schedule submittals to expedite the Project and deliver to Engineer. Coordinate submission of related items.
- E. Identify variations from Contract Documents, Product or system limitations which may be detrimental to successful performance of the completed Work shall be identified also.

- F. Provide space for Contractor and Engineer review stamps.
- G. Revise and resubmit submittals as required, identify all changes made since previous submittal.
- H. Distribute copies of reviewed submittals to concerned parties. Instruct parties to promptly report any inability to comply with provisions.

1.3 SHOP DRAWINGS

- A. Submit the number of copies which the Contractor requires, plus three (3) copies which will be retained by the Engineer.
- B. Submit for approval completely dimensioned shop, layout or setting drawings and catalog cuts or other data as required to provide a complete description of system equipment.

TS-3 FIELD ENGINEERING AND SURVEYING

PART 1: GENERAL

1.1 WORK INCLUDED

- A. Provide field engineering and surveying services for stakeout of all project features and structures as indicated on the Drawings and specified herein.
- B. Identify project benchmarks.
- C. When the Contractor is able to complete the work under the Contract using GPS guided equipment, the City or Engineer will require that the Contractor provide sufficient construction "stake out" to allow the City or Engineer the opportunity to observe the proposed horizontal and vertical location of the proposed work.

1.2 QUALITY CONTROL

- A. The Contractor shall employ a qualified surveyor or engineer professionally registered in the State of Delaware and acceptable to City or Engineer. Surveyor shall establish all lines, elevations, reference marks, batterboards, etc., needed by the Contractor or City / Engineer during the progress of the Work, and from time to time to verify such marks by instrument or other appropriate means.
- B. The City or Engineer shall be permitted at all times to check the lines, elevations, reference marks, batterboards, etc., set by the Contractor, who will correct any errors in lines, elevations, reference marks, batterboards, etc., disclosed by such check. Such a check shall not be construed to be an approval of the Contractor's work and shall not relieve or diminish in any way the responsibility of the Contractor for the accurate and satisfactory construction and completion of the entire work of this Project.

1.3 FIELD CONDITIONS AND MEASUREMENTS

- A. The Contractor shall be responsible for field verification of all dimensions and conditions at the job site.
- B. Should the Contractor discover any discrepancy between actual conditions and those indicated on the Drawings which prevent the following of good practice or the intent of the Drawings and Specifications, he or she shall notify the Engineer, request clarification and instructions, and shall not proceed with his or her work until he or she has received instructions from the City or Engineer, provided that such wait does not unduly delay the progress of the work.
- C. No claims shall be made for extra payment or extensions of Contract completion time if the Contractor fails to notify the City or Engineer of any discrepancy before proceeding.

1.4 SUBMITTALS

- A. Submit name, address, and telephone number of surveyor or engineer to City or Engineer before starting Work.
- B. On request, submit documentation verifying accuracy of survey work.
- C. Submit as-built plan at completion of project. A digital (i.e. .pdf) file as well as "hard copy" plan marked in red of any changes to the project drawings will be delivered to the City. The Plan shall be signed and sealed by Surveyor, certifying that elevations and locations of improvements are in conformance, or non-conformance, with Contract Documents.

PART 2: MATERIALS (NOT USED)

PART 3: EXECUTION (NOT USED)

TS-4 MAINTENANCE OF TRAFFIC

PART 1: GENERAL

1.1 WORK INCLUDED

- A. The Contractor will provide and implement a Maintenance of Traffic Plan in accordance with the requirements of DelDOT and in accordance with the Contract Documents. Maintenance of Traffic will be limited to roadway closures.
- B. If any lane(s) to traffic must be closed, a written request must be submitted to the City of New Castle at least seven (7) days prior to the proposed closing of lane(s).
- C. It is the Contractor's responsibility to notify (in writing) local residents, school district and each and every emergency service, such as the state and local police, fire departments, rescue squads, ambulance services, hospitals, gas, electric, water, and sewer utilities, and all other emergency services that normally use the affected roadway or lane(s) or that are located within a radius of five miles of the proposed closing.
- D. The Contractor must apply for "temporary access permits" for any construction access he or she may need for construction access off of roads. A copy of the temporary access permit shall be submitted to the City of New Castle.
- E. The Contractor is responsible for maintenance of traffic for any work outside of the paved right-of-way that has any impact on roadway traffic.
- F. Provisions shall be made to maintain pedestrian traffic through the work zone. Pedestrians cannot be led into direct conflicts with either the Contractor and his or her work area or mainline traffic as it moves through or around the work zone.
- G. The Contractor shall submit to the Owner or Engineer for review and approval, plans showing details of any intended sheeting, shoring, bracing or support that is to be utilized within excavations to prevent trench failure, when the walls of the trench are near traffic.
- H. The Contractor must use flaggers that are Delaware-certified.

PART 2: MATERIALS (NOT USED)

PART 3: EXECUTION

3.1 EXECUTION

- A. The type, frequency and location of all warning signs, barricades, lighting, flagging, etc. are to be in accordance with the latest DeIDOT specifications governing traffic control.

**TS-5 EXCAVATION AND REMOVAL OF EXISTING MATERIALS
NOT UTILIZED FOR THIS PROJECT**

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TS-6 EARTHWORK

PART 1: GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Preparing subgrades for walks, pavements, and curbing.
 - 2. Subbase course for concrete walks and pavements.
 - 3. Excavating and backfilling for utility trenches.

1.2 DEFINITIONS

- A. Backfill: Soil material used to fill an excavation.
 - 1. Initial Backfill: Backfill placed beside and over pipe in a trench, including haunches to support sides of pipe.
 - 2. Final Backfill: Backfill placed over initial backfill to fill a trench.
- B. Base Course: Aggregate layer placed between the subbase course and asphalt paving.
- C. Bedding Course: Aggregate layer placed over the excavated subgrade in a trench before laying pipe.
- D. Borrow Soil: Satisfactory soil imported from off-site for use as fill or backfill.
- E. Excavation: Removal of material encountered above subgrade elevations and to lines and dimensions indicated.
- F. Authorized Additional Excavation: Excavation below subgrade elevations or beyond indicated lines and dimensions as directed by the Owner or Engineer. Authorized additional excavation and replacement material will be paid for according to Contract provisions for "Undercut".
- G. Unauthorized Excavation: Excavation below subgrade elevations or beyond indicated lines and dimensions without direction by the Owner or Engineer. Unauthorized excavation, as well as remedial work directed by the Owner or Engineer, shall be without additional compensation.
- H. Fill: On site soil materials used to raise existing grades.

- I. Structures: Buildings, footings, foundations, retaining walls, slabs, tanks, curbs, mechanical and electrical appurtenances, or other man-made stationary features constructed above or below the ground surface.
- J. Subbase Course: Aggregate layer placed between the subgrade and a cement concrete pavement or a cement concrete or asphalt walk.
- K. Subgrade: Uppermost surface of an excavation or the top surface of a fill or backfill immediately below subbase, drainage fill, drainage course, or topsoil materials.
- L. Utilities: On-site underground pipes, conduits, ducts, and cables, as well as underground services within buildings.

1.3 PROJECT CONDITIONS

- A. Utility Locator Service: Notify utility locator service for area where Project is located before beginning earth moving operations.

PART 2: MATERIALS

2.1 SOIL MATERIALS

- A. General: Provide borrow soil materials when sufficient satisfactory soil materials are not available from excavations.
- B. Satisfactory Soils: Soil Classification Groups GW, GP, GM, SW, SP, and SM according to ASTM D 2487, or a combination of these groups; free of rock or gravel larger than 2 inches in any dimension, debris, waste, frozen materials, vegetation, and other deleterious matter.
- C. Unsatisfactory Soils: Soil Classification Groups GC, SC, CL, ML, OL, CH, MH, OH, and PT according to ASTM D 2487, or a combination of these groups. Unsatisfactory soils also include satisfactory soils not maintained within 2 percent of optimum moisture content at time of compaction.
- D. Engineered Fill: Delaware Department of Transportation borrow Type C.

PART 3: EXECUTION

3.1 PREPARATION

- A. Protect structures, utilities, sidewalks, pavements, and other facilities from damage caused by settlement, lateral movement, undermining, washout, and other hazards created by earth moving operations.

- B. Protect and maintain erosion and sedimentation controls during earth moving operations.
- C. Protect subgrades and foundation soils from freezing temperatures and frost. Remove temporary protection before placing subsequent materials.

3.2 EXCAVATION, GENERAL

- A. **Unclassified Excavation:** Excavate to subgrade elevations regardless of the character of surface and subsurface conditions encountered. Unclassified excavated materials may include rock, soil materials, and obstructions. No changes in the Contract Sum or the Contract Time will be authorized for rock excavation or removal of obstructions.
 - 1. If excavated materials intended for fill and backfill include unsatisfactory soil materials and rock, replace with satisfactory soil materials.

3.3 EXCAVATION FOR STRUCTURES

- A. Excavate to indicated elevations and dimensions within a tolerance of plus or minus 1 inch. If applicable, extend excavations a sufficient distance from structures for placing and removing concrete formwork, for installing services and other construction, and for inspections.
 - 1. **Excavations for Footings and Foundations:** Do not disturb bottom of excavation. Excavate by hand to final grade just before placing concrete reinforcement. Trim bottoms to required lines and grades to leave solid base to receive other work.
- B. **Excavations at Edges of Tree- and Plant-Protection Zones:**
 - 1. Excavate by hand to indicated lines, cross sections, elevations, and subgrades. Use narrow-tine spading forks to comb soil and expose roots. Do not break, tear, or chop exposed roots. Do not use mechanical equipment that rips, tears, or pulls roots.

3.4 EXCAVATION FOR WALKS AND PAVEMENTS

- A. Excavate surfaces under walks and pavements to indicated lines, cross sections, elevations, and subgrades.

3.5 EXCAVATION FOR UTILITY TRENCHES

- A. Excavate trenches to indicated gradients, lines, depths, and elevations.

- B. Excavate trenches to uniform widths to provide the following clearance on each side of pipe or conduit. Excavate trench walls vertically from trench bottom to 12 inches higher than top of pipe or conduit unless otherwise indicated.
 - 1. Clearance: 18 inches each side of pipe or conduit.
- C. Trench Bottoms: Excavate and shape trench bottoms to provide uniform bearing and support of pipes and conduit. Shape subgrade to provide continuous support for bells, joints, and barrels of pipes and for joints, fittings, and bodies of conduits. Remove projecting stones and sharp objects along trench subgrade.
 - 1. Excavate trenches 6 inches deeper than elevation required to allow for bedding course.

3.6 SUBGRADE INSPECTION

- A. Proof-roll subgrade below the building slabs, paver walkway and pavements with a fully-loaded pneumatic-tired dump truck to identify soft pockets and areas of excess yielding. Do not proof-roll wet or saturated subgrades.
- B. Reconstruct subgrades damaged by freezing temperatures, frost, rain, accumulated water, or construction activities, as directed by the Owner or Engineer, without additional compensation.

3.7 UNAUTHORIZED EXCAVATION

- A. Fill unauthorized excavation under foundations or wall footings by extending bottom elevation of concrete foundation or footing to excavation bottom, without altering top elevation. Lean concrete fill, with 28-day compressive strength of 2500 psi, may be used when approved by the Owner or Engineer.
 - 1. Fill unauthorized excavations under other construction, pipe, or conduit as directed by the Owner or Engineer.
 - 2. Unauthorized excavation will be filled at no cost to the Owner.

3.8 STORAGE OF SOIL MATERIALS

- A. Stockpile borrow materials and excavated satisfactory soil materials without intermixing. Place, grade, and shape stockpiles to drain surface water. Cover to prevent windblown dust.

1. Stockpile soil materials away from edge of excavations. Do not store within drip line of remaining trees.
- B. The Contractor shall take precautions as necessary to minimize the potential for disturbance or softening of the subgrade materials from inclement weather or construction traffic. As a minimum, this shall include the placement of backfill on the same day as the excavation. Any soft areas which develop and are considered by the Owner or Engineer the fault of the Contractor or result of Contractor's means and methods shall be undercut and replaced by the Contractor with graded aggregate base course at no additional cost to the Owner.

TS-7 PAVING

PART 1: GENERAL

1.1 SUMMARY

- A. The Contractor shall install WMA Superpave pavement and base courses in accordance with details as noted below and in the Specifications.
- B. Work shall include all labor, materials, and equipment necessary to perform all paving and surfacing where shown on the contract drawings. The pavement typical section shall consist of a 3.25 inch depth of Superpave Type C surface course, a 4 inch depth of Superpave Type B base course, and an 8 inch depth of Type B graded aggregate base course.

1.2 RELATED REQUIREMENTS

- A. Section TS- 6 Earthwork for subgrade preparation, fill material, unbound-aggregate subbase and base courses, and aggregate pavement shoulders.

1.3 SUBMITTALS

- A. Material Certificates: For each paving material. Mixes containing recycled materials must perform equal to mixes produced from all new materials.
- B. Mix designs for bituminous concrete shall be submitted in writing by the Contractor sufficiently in advance of paving operations to allow for review approval. The design information shall include the following:
 - 1. The use for which the material is proposed.
 - 2. The designation, source, and anticipated gradation of each of the component aggregates.
 - 3. The estimated percentage of each aggregate required to yield the desired blend.
 - 4. The resulting percentage passing each sieve size stipulated by the appropriate band.
 - 5. The source of the asphalt material to be used.
- C. Proctor Tests: For graded aggregate base courses.

1.4 QUALITY ASSURANCE

- A. Manufacturer Qualifications: A paving-mix manufacturer registered with and approved by the Delaware Department of Transportation.
- B. Regulatory Requirements: Comply with materials, workmanship, and other applicable requirements of the Delaware Department of Transportation for asphalt paving work.
 - 1. Measurement and payment provisions and safety program submittals included in standard specifications do not apply to this Section.

1.5 PROJECT CONDITIONS

- A. Environmental Limitations: Do not apply asphalt materials if subgrade is wet or excessively damp, if rain is imminent or expected before time required for adequate cure, or if the following conditions are not met:
- B. Weather Limitations: Apply tack coats only when ambient temperature is above 40° F and rising, and when temperature has not been below 35° F for 12 hours immediately prior to application. Do not apply when base is wet or contains an excess of moisture.
- C. Construct asphaltic concrete surface course (wearing course) only when atmospheric temperature is above 40° F and when base is dry. Binder course may be placed when air temperature is above 35° F and rising.
 - 1. Tack Coat: Minimum surface temperature of 60 deg F (15.6 deg C).
 - 2. Asphalt Base Course: Minimum surface temperature of 40 deg F (4.4 deg C) and rising at time of placement.
 - 3. Asphalt Surface Course: Minimum surface temperature of 60 deg F (15.6 deg C) at time of placement.

PART 2: MATERIALS

2.1 GRADED AGGREGATE BASE COURSE

- A. DelDOT Type B

2.2 AGGREGATES

- A. Coarse Aggregate: ASTM D 692, sound; angular crushed stone, crushed gravel, or cured, crushed blast-furnace slag.

- B. Fine Aggregate: ASTM D 1073 or AASHTO M 29, sharp-edged natural sand or sand prepared from stone, gravel, cured blast-furnace slag, or combinations thereof.
- C. Mineral Filler: ASTM D 242 or AASHTO M 17, rock or slag dust, hydraulic cement, or other inert material.

2.3 ASPHALT MATERIALS

- A. Asphalt Binder: AASHTO M 320 or AASHTO MP 1a, in accordance with Delaware Dept. of Transportation Standards.
- B. Tack Coat: AASHTO M 140 emulsified asphalt, or AASHTO M 208 cationic emulsified asphalt, slow setting, diluted in water, of suitable grade and consistency for application.

2.4 MIXES

- A. Warm-Mix Asphalt: Plant mixes approved by the Delaware Department of Transportation and complying with the following requirements:
 - 1. Provide mixes with a history of satisfactory performance in geographical area where Project is located.
 - 2. Base Course: Superpave Type "B" 115 gyrations, PG 64-22 carbonate stone. DeIDOT Specification 401809.
Surface Course: Superpave Type "C" 115 gyrations, PG 64-22 carbonate stone. DeIDOT Specification 401800.

PART 3: EXECUTION

3.1 SUBGRADE AND BASE COURSE UNDER PAVEMENTS AND WALKS

- A. Contractor shall take precautions as necessary to minimize the potential for disturbance or softening of the pavement subgrade materials from inclement weather or construction traffic. The subgrade soil shall be proofrolled by a minimum 10-ton vibratory roller or a fully loaded tandem dump truck in the presence of a qualified geotechnical engineer acting as the owner's representative in the field. Any soft, wet, or yielding areas encountered within the pavement areas shall be excavated to the depth required for placement of graded aggregate base course. If excavated areas are soft, wet, or yielding, these areas shall be undercut to firm subgrade and backfilled as recommended by the geotechnical engineer. See Section 7 Undercutting.

- B. Place graded aggregate base course on subgrades free of mud, frost, snow, or ice.
- C. Graded aggregate base course placed adjacent to granite or concrete curb that is removed and replaced for curb ramp installation or retrofit shall be a minimum of 12 inches wide as measured from the face of curbing and a minimum of 8 inches in depth.
- D. Graded aggregate base course placed for roadway patching shall be a minimum of 8 inches at all locations.
- E. Graded aggregate base course placed for trench restoration shall be a minimum of 8 inches in depth.
- F. On prepared subgrade, place graded aggregate base course under pavements and walks as follows:
 - 1. Shape graded aggregate base course to required crown elevations and cross-slope grades.
 - 2. For base courses greater than 6 inches in compacted thickness, place in equal layers of no less than 3 inches and not greater than 6 inches of compacted thickness.
 - 3. Compact base course at optimum moisture content plus or minus 2% to required grades, lines, cross sections, and thickness to not less than 95 percent of maximum dry unit weight according to ASTM D 698.

3.2 PROTECTION

- A. Protecting Graded Areas: Protect newly graded areas from traffic, freezing, and erosion. Keep free of trash and debris.
- B. Repair and reestablish grades to specified tolerances where completed and partially completed surfaces become eroded, rutted, settled, and where they lose compaction due to subsequent construction operations or weather conditions.

3.3 SURFACE PREPARATION

- A. General: Immediately before placing asphalt materials, remove loose and deleterious material from substrate surfaces. Ensure that prepared subgrade is ready to receive paving.

- B. Herbicide Treatment: Apply herbicide according to manufacturer's recommended rates and written application instructions. Apply to dry, prepared subgrade or surface of compacted-aggregate base before applying paving materials.
- C. Tack Coat: Apply uniformly to surfaces of existing pavement at a rate of 0.10 gal./sq. yd.
 - 1. Allow tack coat to cure undisturbed before applying asphalt paving.
 - 2. Avoid smearing or staining adjoining surfaces, appurtenances, and surroundings. Remove spillages and clean affected surfaces.

3.4 MILLING OVERLAY

- A. The contractor shall be responsible to establish final site grading that provides positive site drainage at all areas on the finished pavement surface. Following its placement, the surface course shall be compacted in accordance with DeIDOT's Standard Specification requirements.
- B. The interface between the new and existing pavement should be sawcut to a depth of approximately 1/2-inch and be filled with a hot poured joint sealant in strict accordance with Section 808 of the DeIDOT Standard Specifications and the manufacturer's printed label instructions.
- C. Millings may be temporarily laid on the adjacent pavement. Stockpiling of materials overnight will not be permitted. Millings shall be removed and hauled off-site by the end of each workday. Subsequently, the affected pavement areas shall be swept clean at the end of each workday. Where possible, it is preferred that excavated materials be directly loaded onto trucks for subsequent off-site disposal.
- D. The completed pavement surface shall be graded such that a minimum 1.25% cross slope will be provided by paving application, to match the surrounding grades, and shaped to provide for positive surface drainage away from the existing structures.

3.5 PLACING WMA SUPERPAVE

- A. Machine on prepared surface, spread uniformly, and strike off. Place by hand in areas inaccessible to equipment in a manner that prevents segregation of mix. Place each course to required grade, cross section, and thickness when compacted per DelDOT standards.
- B. Base Course:
 - 1. Base course placed for road patches and pipe trench repair shall be 4 inches along Buttonwood Road, and minimum of 2.25 inches at along all other roadways. Base course will be placed in equal lifts with a maximum lift thickness of 2 inches.
- C. Surface Course:
 - 1. Surface course placed following milling operations, road patches and pipe trench repair shall be a minimum of 3.25 inches along the Buttonwood Road. Along all other roadways, the surface course shall be a minimum of 2.75 inches. Surface course will be placed in equal lifts with a maximum lift thickness of 2 inches.

3.6 SPEED HUMPS

- A. Construct speed humps as specified in the DelDOT Traffic Calming Manual, Figure III-2.

3.7 JOINTS

- A. Construct joints to ensure a continuous bond between adjoining paving sections. Construct joints free of depressions, with same texture and smoothness as other sections of asphalt course.
 - 1. Clean contact surfaces and apply tack coat to joints.
 - 2. Offset patch joints, in successive courses, a minimum of 3 inches.
 - 3. Provide single longitudinal joint at roadway centerline. Offset longitudinal joints, in successive courses, a minimum of 6 inches.
 - 4. Offset transverse joints, in successive courses, a minimum of 24 inches.

5. Construct transverse joints at each point where paver ends a day's work and resumes work at a subsequent time. Construct these joints using either "bulkhead" or "papered" method according to AI MS-22, for both "Ending a Lane" and "Resumption of Paving Operations."

3.8 COMPACTION

- A. General: Begin compaction as soon as placed paving will bear roller weight without visible displacement. Compact paving with hot, hand tampers or with vibratory-plate compactors in areas inaccessible to rollers.
 1. Complete compaction before mix temperature cools to 185 degrees F.
- B. Breakdown Rolling: Complete breakdown or initial rolling immediately after rolling joints and outside edge. Examine surface immediately after breakdown rolling for indicated crown, grade, and smoothness. Correct laydown and rolling operations to comply with requirements.
- C. Intermediate Rolling: Begin intermediate rolling immediately after breakdown rolling while asphalt is still hot enough to achieve specified density. Continue rolling until asphalt course has been uniformly compacted.
- D. Finish Rolling: Finish roll paved surfaces to remove roller marks while asphalt is still warm.
- E. Edge Shaping: While surface is being compacted and finished, trim edges of pavement to proper alignment. Bevel edges while asphalt is still hot; compact thoroughly.
- F. Protection: After final rolling, do not permit vehicular traffic on pavement until it has cooled and hardened.
 1. Erect barricades to protect paving from traffic until mixture has cooled enough not to become marked.

3.9 INSTALLATION TOLERANCES

- A. Pavement Thickness: Compact each course to produce the thickness indicated within the following tolerances:
 1. Base Course: Plus or minus ½ inch.
 2. Surface Course: Plus or minus ¼ inch.

- B. Pavement Surface Smoothness: Compact each course to produce a surface smoothness within the following tolerances as determined by using a 10-foot straightedge applied transversely and longitudinally to paved areas:
 - 1. Base Course: 1/4 inch
 - 2. Surface Course: 1/8 inch

3.10 FIELD QUALITY CONTROL

- A. Testing Agency: The Contractor will engage a qualified testing agency to perform tests and inspections.
- B. Test in-place asphalt courses for compliance with DeIDOT Standard Specifications and requirements for density, thickness, and surface smoothness. Contractor shall obtain five core samples from the finished paving to verify thickness requirements. The location of the core samples will be determined by the City or Engineer. Repair areas where core samples were removed. Replace and compact asphalt where core tests were taken.
- C. Remove and replace or install additional asphalt where test results or measurements indicate that it does not comply with specified requirements.

3.11 WASTE HANDLING

- A. All millings and other debris to be removed and disposed of in accordance with all applicable federal, state, and local regulations.
- B. See contract drawings for additional requirements.

3.12 COMPLETION

- A. Following completion of pavement reconstruction, the Contractor shall stripe to match the existing pavement striping and markings.
- B. Following completion of construction, the Contractor shall restore all disturbed areas to their pre-construction condition.

TS-8 CAST-IN-PLACE CONCRETE

PART 1: GENERAL

1.1 DESCRIPTION OF WORK

- A. This work shall consist of excavation, partial demolition / removal of existing concrete, removal of excess materials from the site, placement of new concrete, backfill and clean-up.

1.2 WORK INCLUDES

- A. Work of this section includes the following:
 - 1. Sidewalk – 4 inches thick over 4 inches graded aggregate base course.
 - 2. Curb and Gutter – DeIDOT curb and gutter type 1-6 or match existing over 6 inches graded aggregate base course.
 - 3. Valley gutter – not used.
- B. All work included in this Section shall conform to applicable provisions of ACI, ASTM, and CRSI standards, guidelines, and practices.

PART 2: MATERIALS

2.1 MATERIALS

- A. Forms:
 - 1. Forms for Exposed Finish Concrete: Unless otherwise indicated, construct formwork for exposed concrete surfaces with plywood, metal, metal-framed plywood faced or other acceptable panel-type materials, to provide continuous, straight, smooth, exposed surfaces. Furnish in largest practicable sizes to minimize number of joints and to conform to joint system shown on drawings. Provide form material system shown on drawings. Provide form material with sufficient thickness to withstand pressure of newly-placed concrete without bow of deflection.
- B. Reinforcing Materials:
 - 1. Welded Wire Fabric: ASTM A185, welded steel wire fabric.
- C. Concrete Materials:

1. Portland Cement: ASTM C150, Type I, unless otherwise acceptable to Owner or Engineer. Use one (1) brand of cement throughout project.
2. Normal Weight Aggregates: ASTM C33, and as herein specified. Provide aggregates from a single source for exposed concrete.
 - a. For exterior exposed surfaces, do not use fine or coarse aggregates containing spalling-causing deleterious substances.
3. Water: Potable.

2.2 CONCRETE MIXES

- A. Ready-Mix Concrete: Comply with requirements of ASTM C94, and as herein specified.
 1. During hot weather, or under conditions contributing to rapid setting of concrete, a shorter mixing time than specified in ASTM C94 may be required.
 2. When air temperature is between 85°F (30° C) and 90°F (32° C), reduce mixing and delivery time from 1-1/2 hours to 75 minutes, and when air temperature is above 90°F (32° C), reduce mixing and delivery time to 60 minutes.

PART 3: EXECUTION

3.1 FORMS

- A. Design, erect, support, brace and maintain formwork to support vertical and lateral loads that might be applied until such loads can be supported by concrete structure. Construct formwork so concrete members and structures are of correct size, shape, alignment, elevation, and position.
- B. Design formwork to be readily removable without impact, shock, or damage to cast-in-place concrete surfaces and adjacent materials.

- C. Construct forms to sizes, shapes, lines, and dimensions shown, and to obtain accurate alignment, location, grades, level and plumb work in finished structures. Provide for openings, offsets, sinkages, keyways, recesses, moldings, rustications, reglets, chamfers, blocking, screeds, bulkheads, anchorages and inserts, and other features required in work. Use selected materials to obtain required finishes. Solidly butt joints and provide back-up at joints to prevent leakage of cement paste.
- D. Fabricate forms for easy removal without hammering or prying against concrete surfaces. Provide crush plates or wrecking plates where stripping may damage cast concrete surfaces. Provide top forms for inclined surfaces where slope is too steep to place concrete with bottom forms only. Kerf wood inserts for forming keyways, reglets, recesses, and the like, to prevent swelling and for easy removal.
- E. Provide temporary openings where interior area of formwork is inaccessible for cleanout, for inspection before concrete placement, and for placement of concrete. Securely brace temporary openings and set tightly to forms to prevent loss of concrete mortar. Locate temporary openings on forms at inconspicuous locations.
- F. Form Ties: Factory-fabricated, adjustable-length, removable or snapoff metal form ties, designed to prevent form deflection, and to prevent spalling concrete surfaces upon removal.
 - 1. Unless otherwise indicated, provide ties so portion remaining within concrete after removal is 1" inside concrete and will not leave holes larger than 1" diameter in concrete surface.
- G. Provisions for Other Trades: Provide openings in concrete formwork to accommodate work of other trades. Determine size and location of openings, recesses and chases from trades providing such items. Accurately place and securely support items built into forms.
- H. Cleaning and Tightening: Thoroughly clean forms and adjacent surface to receive concrete. Remove chips, wood, sawdust, dirt, or other debris just before concrete is placed. Retighten forms and bracing as required to eliminate mortar leaks and maintain proper alignment.

3.2 PLACING REINFORCEMENT

- A. Comply with Concrete Reinforcing Steel Institute's recommended practice for "Placing Reinforcing Bars", for details and methods of reinforcement placement and supports, and as herein specified.

- B. Before placing, clean surface to remove loose rust and mill scale, earth, ice, and other materials which reduce or destroy bond with concrete.
- C. Accurately position, support, and secure reinforcement against displacement by formwork, construction, or concrete placement operations. Locate and support reinforcing by metal chairs, runners, bolsters, spacers, and hangers, as required.
- D. Place reinforcement to obtain at least minimum coverages for concrete protection. Arrange, space, and securely tie bars and bar supports to hold reinforcement in position during concrete placement operations. Set wire ties so ends are directed into concrete, not toward exposed concrete surfaces.
- E. Install welded wire fabric in as long lengths as practicable. Lap adjoining pieces at least one full mesh and lace splices with wire. Offset end laps in adjacent widths to prevent continuous laps in either direction.
- F. Reinforcement shall not be bent or straightened in a manner injurious to the material.
- G. Reinforcement shall be secured in position and reviewed by the Owner or Engineer before pouring concrete.

3.3 JOINTS

- A. Construction Joints: Locate and install construction joints as indicated.
- B. Provide keyways at least 1-1/2" deep in construction joints in walls, slabs and between walls and footings.
- C. Place construction joints perpendicular to main reinforcement. Continue reinforcement across construction joints.
- D. Construction Joints in Slabs-on-Grade: Construct isolation joints in slabs-on-grade and vertical surfaces, such as column pedestals, foundation walls and elsewhere as indicated.

3.4 PREPARATION OF FORM SURFACES

- A. Clean re-used forms of concrete matrix residue, repair and patch as required to return forms to acceptable surface condition.
- B. Coat contact surfaces of forms with a form-coating compound before reinforcement is placed.

1. Thin form-coating compound only with thinning agent of type, and in amount, and under conditions of form-coating compound manufacturer's directions. Do not allow excess form-coating material to accumulate in forms or to come in contact with in-place concrete surfaces against which fresh concrete will be placed. Apply in compliance with manufacturer's instructions.
2. Coat steel forms with a non-staining, rust-preventative form oil or otherwise protect against rusting. Rust-stained steel formwork is not acceptable.

3.5 CONCRETE PLACEMENT

- A. **Preplacement Inspection:** Before placing concrete, inspect and complete formwork installation, reinforcing steel, and items to be embedded or cast-in. Notify other crafts to permit installation of their work; cooperate with other trades in setting such work. Moisten wood forms immediately before placing concrete where form coatings are not used.
- B. Coordinate the installation of joint materials and moisture barriers with placement of forms and reinforcing steel.
- C. **General:** Comply with ACI 304 "Recommended Practice for Measuring, Mixing, Transporting, and Placing Concrete", and as herein specified.
 1. Deposit concrete continuously or in layers of such thickness that no concrete will be placed on concrete which is hardened sufficiently to cause the formation of seams or planes of weakness. If a section cannot be placed continuously, provide construction joints as herein specified. Deposit concrete as nearly as practicable to its final location to avoid segregation.
- D. **Placing Concrete in Forms:** Deposit concrete in forms in horizontal layers not deeper than 24" and in a manner to avoid inclined construction joints. Where placement consists of several layers, place each layer while preceding layer is still plastic to avoid cold joints.
- E. Consolidate placed concrete by mechanical vibrating equipment supplemented by hand-spading, rodding, or tamping. Use equipment and procedures for consolidation of concrete in accordance with ACI recommended practices.

- F. Do not use vibrators to transport concrete inside forms. Insert and withdraw vibrators vertically at uniformly spaced locations not farther than visible effectiveness of machine. Place vibrators to rapidly penetrate placed layer and at least 6" into preceding layer. Do not insert vibrators in lower layers of concrete that have begun to set. At each insertion limit duration of vibration to time necessary to consolidate concrete and complete embedment of reinforcement and other embedded items without causing segregation of mix.
- G. Placing Concrete Slabs: Deposit and consolidate concrete slabs in a continuous operation, within limits of construction joints, until the placing of a panel or section is completed.
- H. Consolidate concrete during placing operations so that concrete is thoroughly worked around reinforcement and other embedded items and into corners.
- I. Bring slab surfaces to correct level with straightedge and strikeoff. Use bull floats or darbies to smooth surface, free of humps or hollows. Do not disturb slab surfaces prior to beginning finishing operations.
- J. Maintain reinforcing in proper position during concrete placement operations.
- K. Cold Weather Placing: Protect concrete work from physical damage or reduced strength which could be caused by frost, freezing actions, or low temperatures, in compliance with ACI 306 and as herein specified.
- L. When air temperature has fallen to or is expected to fall below 40°F (4°C), uniformly heat water and aggregates before mixing to obtain a concrete mixture temperature of not less than 50°F (10°C), and not more than 80°F (27°C) at point of placement.
- M. Do not use frozen materials or materials containing ice or snow. Do not place concrete on frozen subgrade or on subgrade containing frozen materials.
- N. Hot Weather Placing: When hot weather conditions exist that would seriously impair quality and strength of concrete, place concrete in compliance with ACI 305 and as herein specified.
- O. Cool ingredients before mixing to maintain concrete temperature at time of placement below 90°F (32°C). Mixing water may be chilled or chopped ice may be used to control temperature provided water equivalent of ice is calculated to total amount of mixing water. Use of liquid nitrogen to cool concrete is Contractor's option.

- P. Cover reinforcing steel with water-soaked burlap if it becomes too hot, so that steel temperature will not exceed the ambient air temperature immediately before embedment in concrete.
 - 1. Fog spray forms, reinforcing steel and subgrade just before concrete is placed.
- Q. Use water-reducing retarding admixture (Type D) when required by high temperatures, low humidity, or other adverse placing conditions.

3.6 FINISH OF FORMED SURFACES

- A. Rough Form Finish: For formed concrete surfaces not exposed-to-view in the finish work or hidden by other construction, unless otherwise indicated. This is the concrete surface having texture imparted by form facing material used, with tie holes and defective areas repaired and patched. Fins and other projections exceeding 1/4" in height, shall be rubbed down or chipped off.
- B. Smooth Form Finish: For formed concrete surfaces exposed-to-view, or that are to be covered with a coating material applied directly to concrete, such as waterproofing, dampproofing, painting or other similar system. Repair and patch defective areas. Fins or other projections shall be completely removed and smoothed.
- C. Related Unformed Surfaces: At tops of walls, horizontal offsets, and similar unformed surfaces occurring adjacent to formed surfaces, strike-off smooth and finish with a texture matching adjacent formed surfaces. Continue final surface treatment of formed surfaces uniformly across adjacent unformed surfaces, unless otherwise indicated.

3.7 CONCRETE CURING AND PROTECTION

- A. General: Protect freshly placed concrete from premature drying and excessive cold or hot temperatures.
 - 1. Start initial curing as soon as free water has disappeared from concrete surface after placing and finishing. Weather permitting, keep continuously moist for not less than 7 days.
 - 2. Begin final curing procedures immediately following initial curing and before concrete has dried. Continue final curing for at least 7 days in accordance with ACI 301 procedures. Avoid rapid drying at end of final curing period.

- B. Curing Methods: Perform curing of concrete by curing and sealing compound, by moist curing, by moisture-retaining cover curing, and by combinations thereof, as herein specified.
1. Provide moisture curing by following methods.
 - a. Keep concrete surface continuously wet by covering with water.
 - b. Continuous water-fog spray.
 2. Provide moisture-cover curing as follows:
 - a. Cover concrete surfaces with moisture-retaining cover for curing concrete, placed in widest practicable width with sides and end lapped at least 3" and sealed by waterproof tape or adhesive. Immediately repair any holes or tears during curing period using cover material and waterproof tape.
 3. Provide curing and sealing compound to slabs, as follows:
 - a. Apply specified curing and sealing compound to concrete slabs as soon as final finishing operations are complete (within 2 hours). Apply uniformly in continuous operation by power-spray or roller in accordance with manufacturer's directions. Recoat areas subjected to heavy rainfall within 3 hours after initial application. Maintain continuity of coating and repair damage during curing period.
 - b. Do not use membrane curing compounds on surfaces which are to be covered with coating material applied directly to concrete, liquid floor hardener, waterproofing, dampproofing, membrane roofing, flooring (such as ceramic or quarry tile, glue-down carpet), painting, and other coatings and finish materials, unless otherwise acceptable to the City or Engineer.
 4. Curing Unformed Surfaces: Cure unformed surfaces, such as slabs, floor topping, and other flat surfaces by application of appropriate curing method.
 - a. Final cure concrete surfaces to receive liquid floor hardener or finish flooring by use of moisture-retaining cover, unless otherwise directed.

5. Sealer and Dustproofer: Apply a second coat of specified curing and sealing compound only to surfaces given a first coat.

3.8 REMOVAL OF FORMS

- A. Formwork not supporting weight of concrete, such as sides of beams, walls, columns, and similar parts of the work, may be removed after cumulatively curing at not less than 50°F (10°C) for 24 hours after placing concrete, provided concrete is sufficiently hard to not be damaged by form removal operations, and provided curing and protection operations are maintained.

3.9 RE-USE OF FORMS

- A. Clean and repair surfaces of forms to be re-used in work. Split, frayed, delaminated, or otherwise damaged form facing material will not be acceptable for exposed surfaces. Apply new form coating compound as specified for new formwork.
- B. When forms are extended for successive concrete placement, thoroughly clean surfaces, remove fins and laitance, and tighten forms to close joints. Align and secure joint to avoid offsets. Do not use "patched" forms for exposed concrete surfaces, except as acceptable to the City or Engineer.

TS-9 INSTALL DETECTABLE WARNING SURFACES (TRUNCATED DOME BLOCKS)

PART 1: GENERAL

1.1 DESCRIPTION OF WORK

- A. The work consists of furnishing all materials and installing a detectable warning surface system on an existing sidewalk or curb ramp that complies with the Americans with Disabilities Act (ADA) (1990) for outdoor facilities.
- B. Contractor shall adhere to guidelines provided in the document “DelDOT Pedestrian Accessibility Standards for Facilities in the Public Right of Way – 2021 Edition”, last revised November 2022. Specifically refer to Chapter 4. This document is available at:

<https://www.deldot.gov/Publications/manuals/pedestrianAccessibility/pdfs/2021/Pedestrian-Accessibility-Standards-for-Facilities-in-the-Public-Right-of-Way-2021-Edition.pdf?cache=1674842432462>

PART 2: MATERIALS

2.1 MATERIALS

- A. Precast concrete, or fired clay brick, paver units each with the truncated dome pattern set with the existing sidewalk surface. Stamped systems or ceramic tiles will not be accepted.
- B. Contractor shall certify that the surface is slip resistant.
- C. Final surface of the retrofit system shall have a red brick color when placed within or adjacent to a concrete sidewalk and a different color when placed within or adjacent to a brick sidewalk.
- D. All materials show conform to DelDOT Standard Specifications.

PART 3: EXECUTION

3.1 RETROFITTING EXISTING RAMPS WITHOUT DOME BLOCKS

- A. Saw cut entire existing sidewalk or curb ramp at location that will allow installation of truncated domes. Remove existing materials and install new base to allow for thickness of paver units. Entire section of new sidewalk and base material under new truncated dome paver units shall be constructed at a lower elevation to permit the installed paver units to be flush with the surrounding ramp or sidewalk surfaces. Paver units shall be set in a bed or mortar and have mortared joints.
- B. At edges, changes in grade of up to $\frac{1}{4}$ inch may be vertical. Changes in grade between a $\frac{1}{4}$ inch and $\frac{1}{2}$ inch shall be beveled. No changes in grade greater than $\frac{1}{2}$ inch will be acceptable.
- C. For installations in existing brick sidewalks or ramps, Contractor shall remove existing bricks as necessary. Paver units can be placed over same existing base material and lift thickness and shall be placed so they are flush with surrounding bricks. Previously removed bricks can be cut or reshaped for use in filling gaps between paver units and unremoved bricks.
- D. Paver units shall be vibrated into leveling course with a low amplitude vibrator capable of a 3,500 to 5,000 pound compaction force. At minimum of three passes across paver units will be performed.
- E. Dry sand shall be spread to fill joints immediately after vibrating. Brush and vibrate sand until joints are completely filled. Remove excess sand.

TS-10 PAINTING AND STRIPING

PART 1: GENERAL

1.1 WORK INCLUDES

- A. Application of road painting and striping.

1.2 REFERENCES

- A. 2011 Delaware Manual on Uniform Traffic Control Devices (MUTCD).

1.3 DELIVERY, STORAGE, AND HANDLING

- A. Deliver products to site at such times to assure continuity of installation.
- B. Store and protect members to prevent physical damage.
- C. Materials shall be stored and handled per manufacturers recommendations

PART 2: PRODUCTS

2.1 STRIPING MATERIALS

- A. Striping materials must be in conformance with MUTCD specifications.

2.2 SIGN MATERIALS – NOT USED

PART 3: EXECUTION

3.1 EXAMINATION

- A. Verify that site conditions are ready to receive work and field measurements are as on Drawings.
- B. Road conditions must meet manufacturer's recommendations before application of road striping.
- C. Beginning of installation means installer accepts existing conditions.

3.2 PREPARATION

- A. Prepare support equipment for the erection procedure, temporary shoring and bracing, and induced loads during erection.

3.3 STRIPING INSTALLATION

- A. All painted lines shall be applied at a minimum thickness of 15 mils, with 6-8 pounds of reflective glass beads applied per gallon of paint. All permanent markings such as elongated arrows, stop lines, crosswalks, preferential and bike lane markings must be an approved type thermoplastic material, applied a minimum of 120 mils thickness. All letters, arrows and symbols shall be in conformance with the “Standard Alphabets for Highway Signs and Pavement Markings” adopted by the Federal Highway Administration.
- B. When the removal of pavement markings is necessary for re-striping, the old markings must be ground off, sand-blasted or covered with a chip-seal. Covering the markings with black paint is prohibited.

3.4 SIGN INSTALLATION – NOT USED

TS-11 SEEDING AND RESTORATION

PART 1: GENERAL

1.1 WORK INCLUDED

- A. All disturbed areas.
- B. Preparation of subsoil.
- C. Placing topsoil.
- D. Fertilizing.
- E. Seeding.
- F. Mulching.

1.2 DEFINITIONS

- A. **Noxious Weeds:** Includes Dandelion, Jimsonweed, Quackgrass, Horsetail, Morning Glory, Rush Grass, Mustard, Lambsquarter, Chickweed, Cress, Crabgrass, Canadian Thistle, Nutgrass, Poison Oak, Blackberry, Tansy Ragwort, Bermuda Grass, Johnson Grass, Poison Ivy, Nut Sedge, Nimble Will, Bindweed, Bent Grass, Wild Garlic, Perennial Sorrel, and Brome Grass.

1.3 REGULATORY REQUIREMENTS

- A. Comply with regulatory agencies for fertilizer and herbicide composition.

1.4 QUALITY ASSURANCE

- A. Provide seed mixture in containers showing percentage of seed mix, year of production, net weight, date of packaging, and location of packaging.

1.5 SCHEDULING AND COORDINATION

- A. Coordinate Work of this Section with Work of other Sections.
- B. Schedule site restoration operations to minimize the time disturbed areas will be left exposed to erosion.

1.6 SUBMITTALS

- A. Product Data: Provide data on all seed mixes with certified statement of weight, composition, mixture, percentage of purity, and germination as verification that the proper materials and volumes have been used. Also provide data on all soil amendment materials, herbicides, or other chemicals to be used for Work of this Section.

1.7 DELIVERY, STORAGE AND HANDLING

- A. Deliver grass seed mixture in sealed containers. Seed in damaged packaging is not acceptable.
- C. Deliver fertilizer in original, unopened waterproof bags showing weight, chemical analysis, and name of the manufacturer.

PART 2: PRODUCTS

2.1 SEED MIXTURE

- A. Permanent grass seed mixture shall be:
 - 1. Tall Fescue 125 LBS/Acre
 - 2. Perennial Ryegrass 15 LBS/Acre
 - 3. Kentucky Bluegrass 10 LBS/Acre
- B. The date of the last germination of the seed shall be within a period of six months prior to commencement of planting operations. Seed shall be from same of previous year's crop; each variety of seed shall have a purity of not less than 85%, a percentage of germination not less than 90%, shall have a weed content of not more than 1% and contain no noxious weeds.

2.2 TOPSOIL

- A. Excavated material from site and free of roots, rocks larger than one inch, subsoil, debris, and weeds.

2.3 MULCHING AND BINDER

- A. Dry oat or wheat straw, free from weeds and foreign matter detrimental to plant life. Hay is not acceptable.
- B. Synthetic binder for mulch shall be non-asphaltic emulsion, Mulch Mate Super Tack or approved equal.

2.4 SOIL SUPPLEMENTS

- A. Add limestone and fertilizer in accordance with manufacturer's instructions based on a soil test and type of grass provided.

2.5 WATER

- A. Clean, fresh, and free of substances or matter which could inhibit vigorous growth of grass.

PART 3: EXECUTION

3.1 INSPECTION

- A. Verify that subgrade is ready to receive the work of this Section.

3.2 PREPARATION OF SUBSOIL

- A. Prepare subsoil to eliminate uneven areas and low spots. Maintain lines, levels, profiles, and contours. Make changes in grade gradual. Blend slopes into level areas.
- B. Remove foreign materials, weeds, and undesirable plants and their roots. Remove contaminated subsoil.
- C. Prepare subgrade to obtain satisfactory bond between subsoil and topsoil by scarifying subsoil to a depth of 3 inches where topsoil is to be placed. Repeat cultivation in areas where equipment, used for hauling and spreading topsoil, has compacted subsoil. This operation shall not be performed when subgrade is frozen, excessively wet, or dry. Scarify immediately prior to topsoil placement.

3.3 PLACING TOPSOIL

- A. Spread topsoil to a minimum depth of 6 inches over area to be seeded. Rake until smooth.
- B. Place topsoil during dry weather and on dry, unfrozen subgrade.
- C. Remove vegetable matter and foreign non-organic material while spreading.
- D. Grade to eliminate rough, low, or soft areas, and to ensure positive drainage.

3.4 SOIL SUPPLEMENTS

- A. Apply limestone and fertilizer according to manufacturer's instructions.
- B. Apply after smooth raking of topsoil and prior to roller compaction.
- C. Do not apply lime or fertilizer at same time or with same machine as will be used to apply seed.
- D. Mix thoroughly into upper 2 inches of topsoil.
- E. Lightly water to aid the dissipation of fertilizer.
- F. Any irregularities or depressions caused by liming or fertilizing operations shall be corrected prior to seeding.

3.5 SEEDING

- A. Apply seed either by hydroseeding or mechanical spreading.
- B. If using mechanical spreading apply evenly in two intersecting directions. Rake in lightly.
- C. Do not seed area in excess of that which can be mulched on same day.
- D. Do not sow immediately following rain, when ground is too dry, or during windy periods.
- E. Roll seeded area with roller not exceeding 112 lbs.

3.6 MULCHING

- A. Immediately following seeding and compacting, apply mulch at 135 lb/1000 square foot for an approximate thickness of 2 inches.
- B. Apply mulch binder at a rate recommended by manufacturer immediately after placement of mulch.
- C. Apply water with a fine spray immediately after each area has been mulched. Saturate to 4 inches of soil.

3.7 MAINTENANCE

- A. Areas shall be mowed not less than once each 10 days to help prevent weeds from establishing.
- B. General restored areas shall be cut to a height no less than 2 1/2".

- C. Neatly trim edges and hand clip where necessary.
- D. Control growth of weeds. If necessary, apply herbicides in accordance with manufacturer's instructions. Remedy damage resulting from improper use of herbicides.
- E. Reseed any areas which do not show even stand.
- F. Contractor shall water restored areas until Final Completion.

3.8 GUARANTEE PERIOD

- A. All restored areas shall be guaranteed by the Contractor for not less than one full year from the date of Final Completion.
- B. During first planting season after Final Completion, any restored areas not demonstrating satisfactory stands, as determined by the City or Engineer, shall be renovated, reseeded, and maintained by Contractor until satisfactory stands are attained at all restored areas.
- C. A satisfactory stand shall be defined as an even stand of grass, after cutting, at least 2 1/2" tall with at least 85% germination.

TS-12 REMOVE AND RESET GRANITE CURB

PART 1: GENERAL

1.1 DESCRIPTION OF WORK

- A. The work consists of removing existing granite curb, temporarily storing granite curb on site, resetting granite curb, and setting new granite curb.

PART 2: MATERIALS

2.1 REUSE OF EXISTING MATERIALS

- A. Existing granite curbs shall be reused whenever and wherever possible. Granite curbs shall be stockpiled in such a manner to protect them from damage until reuse.

2.2 NEW MATERIALS

- A. In the event that existing curbs cannot be reused, new granite curbs shall be supplied by the contractor and shall match the color and texture of existing adjacent curbs as closely as possible.
- B. **Samples of new curbs shall be provided to the City prior to any installation. Curbs shall not be installed until the City approves samples.**

PART 3: EXECUTION

3.1 EXECUTION

- A. Removal of granite curb shall utilize existing expansion joints if possible. In areas where expansion joints cannot be used, granite curb sections and adjacent roadway sections shall be isolated from remaining curb and pavement by saw cutting. All portions of existing curb, pavement, and base courses shall be removed. Contractor will exercise care in the removal and temporary storing of granite curb.
- B. Contractor shall prepare a base course of a minimum of 6 inches properly compacted graded aggregate prior to resetting of granite curb. Granite curb shall be reset the same day it is removed to minimize possible damage or vandalism.
- C. Roadway patches to be in accordance with Section TS-7.

TS-13 REMOVE AND RESET BRICK SIDEWALK

PART 1: GENERAL

1.1 DESCRIPTION OF WORK

- A. The work consists of removing existing brick work and reinstalling previously used bricks.
- B. All brick work shall be in conformance with Section 611 of DeIDOT Standard Specifications for Road and Bridge Construction, August 2001, or as later amended.

PART 2: MATERIALS

2.1 REUSE OF EXISTING MATERIALS

- A. Existing bricks shall be reused whenever and wherever possible. Bricks shall be stockpiled in such a manner to protect them from damage until reuse.

2.2 MATERIALS

- A. Bricks shall be whole brick of standard size with straight and parallel edges and square corners. They shall be of compact texture, full weight and entirely true, free from injurious cracks and flaws, tough, strong and shall have a clear ring when struck together.
- B. New bricks shall match the color and texture of existing adjacent bricks as closely as possible.
- C. **Samples of new bricks shall be provided to the City prior to any installation. Bricks shall not be installed until the City approves samples.**

PART 3: EXECUTION

3.1 EXECUTION

- A. All brick shall be laid on its face in either a perpendicular or diagonal pattern to match adjacent brick work. Brick shall be placed on a layer of sand not less than one (1) inch thick over a layer of well compacted aggregate base not less than four (4) inches in thickness. Aggregate shall be placed over well compacted subgrade.

- B. Contractor may submit an alternate design to the City varying from that specified in Section 3.1.A. above. Alternate design will not be utilized unless or until approved by the City.
- C. All irregular spaces shall be filled with pieces chipped as near as possible to fit same, and the whole to be covered with a thin layer of sand, which is to be thoroughly mixed into the spaces between the bricks.
- D. **Contractor shall warrantee brick work for two years from the date of final acceptance for each individual installation. Any bricks found to have settled in this time period such that an edge of $\frac{1}{4}$ inch or greater is created with adjacent bricks shall be replaced at no cost to the City.**

LEASE
between
The Mayor and Council of New Castle and
The Bull Hill Boat Yard, Inc.

THIS LEASE, made in duplicate is effective the 1st day of October, 2024 between The Mayor and Council of New Castle, a municipal corporation of the State of Delaware, hereinafter called "Lessor," and The Bull Hill Boat Yard, Inc., a Delaware non-profit corporation, hereinafter called "Lessee," as follows:

1. LEASED PREMISES. The Lessor does hereby Lease and demise to Lessee, and Lessee does hereby hire and take from the Lessor, upon the rental hereinafter specified, all that certain lot, piece or parcel of land situated in the City of New Castle, New Castle County and State of Delaware, more particularly bounded and described according to a field survey dated May 1, 2000, attached hereto as "Exhibit A" as follows, to-wit:

**DESCRIPTION OF LEASED LOT ON E. SECOND ST.,
EXTENDED:**

All that piece or parcel of land located on the southeasterly side of East Second Street, extended, being part of the parcel known as Tax Parcel 21-015.20-210 for the City of New Castle, and further located the following two courses and distances from the intersection of the center lines of the said East Second Street [at 60' wide] and Chestnut Street [at 60' wide]: N 43 degrees 56 minutes 14 seconds east 605.69' to a point, then S 46 degrees 03 minutes 46 seconds east 26.81" to the point and place of beginning.

Thence from said point of beginning N 46 Degrees 43 minutes 10 seconds E, 191.20' to a point, thence along the tidal inlet S 39 degrees 20 minutes 28 seconds E 151.65' to a point, thence along the Delaware River S 45 degrees 50 minutes 51 seconds W 184.51' to a point. Thence along the parkland N 41 degrees 54 minutes 02 seconds W 154.69' to the point and place of beginning, be the contents thereof what they may.

2. TERM. This lease shall extend for a term of five (5) years, commencing as of the first day of December, 2024, and ending the last day of September, 2029, provided however, that on or before the first day of August, 2029, condition of this Lease, the Lessee may, by written notice under the hands of its proper officers sent to Lessor, extend and renew this Lease for a further period of

five (5) years, commencing as of the first day of December, 2029 and ending on the last day of September, 2034, subject to all of the covenants and conditions as for the original term.

3. **RENT.** The Lessee shall pay to the Lessor the rent in the amount of \$100.00 per annum, in advance, on the 11th day of December 2024, 2025, 2026, 2027, and 2028, and for any renewal or extension thereof.

4. **COVENANTS.** The Lessee covenants to and with the Lessor as follows:

- (A) The Lessee shall pay rent to the Lessor in the manner and at the time or times previously mentioned and to do and perform the several acts, stipulations and at the expiration of the term of this Lease to yield up the said demised premises to the Lessor.
- (B) The Lessee shall, at all times, be subject to and shall comply with all federal, state, county and Municipal laws, statutes, ordinances, rules, and regulations relating to the demised premises and Lessee's use thereof.
- (C) Lessor and Lessee agree that this lease is not subject to the Delaware Landlord Tenant Code.
- (D) Since Lessee is a non-profit corporation, Lessee agrees that it shall not use the demised premises for any profit-making activity.
- (E) The Lessee shall pay, in addition to the rent reserved as aforesaid, all taxes or assessments which may be assessed or levied against the land hereby demised and against any building or buildings, or other structures erected upon the premises hereby demised, it being expressly understood and agreed that the Lessor shall not be liable for any such taxes and assessments levied or assessed. The Lessor shall only be liable for taxes and assessments accruing after December 11, 2024, and during the term of this Lease as stated in Paragraph 2.
- (F) If the Lessee wishes to place or erect buildings or other structures upon the said premises it shall do so in accordance with plans and specifications submitted to and approved in writing by the Lessor through its Historic Area Commission. In case of a difference in opinion between Lessor and Lessee as to the propriety of any buildings or structures contemplated to be placed or erected by the Lessee, said

difference shall be submitted to arbitration in the manner hereafter specified in this Lease.

- (G) The Lessee shall pay all costs, expenses, and liabilities arising out of or in any way connected with the construction, maintenance, or repair of any building, buildings or other structures placed or erected on said premises, and shall keep the demised premises and structures thereon free and clear from any and all liens of mechanics, or material men, and all liens of a similar character arising out of or growing out of the construction, repair, or maintenance of such buildings or structures.
- (H) The Lessee shall not assign this Lease or sublet the premises hereby demised, or any part thereof, without the consent in writing of the Lessor.
- (I) The Lessee will not erect any sign or signs on the premises hereby demised other than signs having to do with the non-profits business of the Lessee, except that no sign shall be erected which would violate the Lessor's Zoning Code, building restrictions, property restrictions or covenants running with the land.
- (J) The Lessee shall permit the Lessor and its agents, at all reasonable times, to enter upon the premises hereby demised and view the condition of the premises and buildings.
- (K) The Lessee shall pay all water, sewer, electric, and other utility charges made in connection with the demised premises and shall also pay the cost of connecting said premises with any utility services.
- (L) The Lessee will not, in the use of the premises hereby demised, or of any structure erected or placed thereon, permit any water, waste, liquid, or any substance to flow, discharge, be thrown or placed upon any or all of the surrounding premises and contiguous waters, whether owned by the Lessor or any other person or corporation, and will make adequate provision for the disposal thereof, satisfactory to the Lessor. Lessee shall at all times keep the demised premises free of trash and other debris and keep the premises in a neat and orderly condition.
- (M) Notwithstanding Lessee's rights under the terms of this Lease, Lessee shall not bar or prevent persons, residents of New Castle or otherwise, or pedestrians from walking access to the premises. However, Lessee

shall be permitted to control vehicular access to the premises.

- (N) In addition to permitting walking access to pedestrians, Lessee also agrees (notwithstanding its right to control vehicular access) to permit residents of New Castle who are not members of the Bull Hill Boat Yard, Inc. access to the Broad Dyke for purposes of launching boats, subject to Lessee's right to charge a reasonable fee not to exceed Ten Dollars (\$10.00) per launch to such resident, non-member of the Lessee, and further provided that such residents abide by all the Park Rules applicable to this particular lot. It is further agreed by Lessor and Lessee that Lessee's obligation to permit non-members who are residents of New Castle to use the demised premises for purposes of launching boats shall be subject to there being sufficient parking space or room available to accommodate that resident, non-member. Any increase and/or decrease in launch fees must be approved by the Lessor.
- (O) The Lessee will not, except in the event of an emergency, permit or allow boat repairs on the demised premises.
- (P) The Lessee will not permit boat storage on the demised premises.

5. INDEMNITY. Lessee agrees to save Lessor harmless from, and indemnify Lessor against any and all injury, loss, or damage, of whatever nature, caused by or resulting from or claimed to have been caused by or to have resulted from, any act, omission, or negligence of Lessee or anyone claiming under the Lessee, no matter where occurring. This indemnity and hold harmless agreement shall include indemnity against all costs, expenses, and liabilities in connection with any such injury, loss, or damage or any such claim, or any proceeding brought thereon or the defense thereof including, but not limited to, attorney's fees. If Lessee, or anyone claiming under Lessee, or if the whole or any part of the property of Lessee shall be injured, loss or damages by theft, fire, water or steam or in any other way or manner, whether similar or dissimilar to the foregoing, no part of said injury, loss, or damage is to be borne by the Lessor or its agents.

6. INSURANCE. Lessee agrees to continuously maintain insurance coverage for the demised premises, of the type and in a coverage amount sufficient to protect against typical hazards and risks associated with like-properties and activities; Lessee further agrees to name Lessor as an additional insured on any and all such policies and to deliver proof of maintenance and payment of the required insurance to Lessor annually.

7. **CITY ACCESS AND USE OF DEMISED PROPERTY.** Lessee shall permit Lessor's use of the demised premises for access to whatever extent necessary for the maintenance and repair of the flood sluice gates at the end of the Broad Dyke.

Further, Lessor and Lessee agree that the City shall have access to the demised premises and the right to use the demised premises without charge for the purpose of storing floating docks which the City uses in the spring, summer, and fall at the Icebreaker off of Battery Park. During late fall and winter, the city shall have the right to store these floating docks at the demised premises at a location specified by the Lessee.

8. **FURTHER COVENANTS.** It is hereby mutually covenanted and agreed by and between the Lessor and Lessee as follows:

- (A) The bankruptcy of the Lessee shall constitute a breach of this Lease.
- (B) The receivership or termination of business of the Lessee shall constitute a breach of this Lease and is further expressly understood and agreed that the Lessee's interest in this Lease shall not pass to any grantee or alienee of the Lessee by sale, merger or otherwise, except with written consent of the Lessor.
- (C) The Lessee shall have the right to remove, at the expiration of the term of this Lease, or any extension thereof, all buildings, structures, improvements, and additions made or placed on the demised premises by the Lessee during the term of his Lease, provided that, such buildings, structures, improvements, and additions are removed by the Lessee as aforesaid, the land and premises will be restored at the expense of the Lessee to the condition they were in at the time of execution of this Lease, except that Lessee shall not be required to restore the present grades or Levels of the land nor remove any paved surface. Failure on the part of the Lessee to remove all buildings, structures, improvements, and additions as previously mentioned by the end of the term of this Lease, or any extension thereof, shall operate to vest title to the same in the Lessor without compensation therefore being allowed to the Lessee.
- (D) In case of a difference of opinion on any matter arising under this Lease between the Lessor and the Lessee, and if, under the terms of this Lease, such difference of opinion is to be submitted to arbitration, the Lessor

and Lessee shall each select one arbitrator to represent them, and the two arbitrators so selected shall select a third arbitrator. The three arbitrators so selected shall determine the difference arising between the parties and requested to be arbitrated, and shall render their decision thereon, which decision shall be conclusive and binding upon the Lessor and Lessee. If, upon a request for arbitration made by either party, the other does not, within sixty (60) days, select an arbitrator as herein provided, then the party requesting the arbitration shall appoint two arbitrators who shall thereupon appoint the third impartial arbitrator, and they shall act with the same force and effect as though each party had named an arbitrator. Both parties shall equally bear the expenses of arbitration.

- (E) It is agreed that in the event of condemnation proceedings affecting the demised premises, this Lease shall terminate, and the Lessee shall be relieved of all further obligations hereunder. It is further agreed that any condemnation award or settlement shall be divided between Lessor and Lessee so as to equitably reimburse each party for its respective damages, and it is further agreed that no voluntary, amicable compromise settlement for damages shall be made without the written consent of the other party; provided however, in no event shall the Lessor's share be less than the fair market value of the demised property without regard to improvements thereon which have been made by the Lessee. In the event of disagreement between the parties hereto over the values, amounts, or other facts involved under this paragraph of the Lease, said difference shall be submitted to arbitration in the manner specified in this Lease in paragraph 7 (D).
- (F) In event of any breach of this Lease by Lessee, the Lessor, besides other rights or remedies, shall have the right to re-enter and take possession under summary proceeding maintained in any Justice of the Peace court. Lessor shall be entitled to all sums of money due under this Lease, and the costs of any action brought hereunder. If prior to or upon the Lessee's removal from said premises the Lessee fails to remove its property and possessions, the Lessor shall have the right to remove and store same at Lessee's expense for up to a period of thirty (30) days. At the end of such period, if the Lessee has failed to claim said property and to reimburse the Lessor for the expense of removal and storage in a reasonable amount, such property and possessions shall be deemed abandoned and may be disposed of by the Lessor without further notice

or obligation to the Lessee.

It is understood and agreed that the remedies herein given to Lessor shall be cumulative, and the exercise of any one remedy by Lessor shall not be to the exclusion of any other remedy.

- (G) The Lessor shall not be liable, under any conditions, for the furnishing of any water, sewer, or other utility to the said premises.
- (H) Any notices required or desired to be served in connection with this Lease shall be sufficiently served if sent by United States Mail, addressed to the Following Address:

The Bull Hill Boat Yard, Inc.
(AKA Bull Hill Boat Club)
c/o Janet I. Churchill
Secretary/Treasurer
262 East Second Street
New Castle, Delaware 19720

And to the Lessor as follows:

City Administrator
The Mayor and Council of New Castle
220 Delaware Street
New Castle, Delaware 19720

9. ENTIRE CONTRACT. This instrument contains the entire agreement of the parties, and supersedes, cancels, and revokes any and all other agreement of the parties relating to the subject matter of this agreement. There are no representations or warranties, either oral or written, except those contained in this Agreement. This Agreement may be modified only by an agreement in writing signed by the party against whom enforcement of such modification is sought.

10. SEVERABILITY. If any portion of this Agreement shall be held invalid or unenforceable, the validity of the remaining portion shall be unaffected, and this Agreement shall remain in full force and effect as if it had been executed with the invalid portion omitted.

11. LAW. This Agreement shall be construed and interpreted in accordance with the laws of the State of Delaware.

12. **TIME.** Time is of the essence in this Lease.

13. **SUCCESSORS AND ASSIGNS.** The covenants and conditions herein contained shall, subject to the provisions as to assignment, apply to and bind the successors and assigns of the Lessor, and the Successors and assigns of the Lessee.

IN WITNESS WHEREOF, the parties hereto have caused their respective presidents to execute this Agreement intending to be bound as of the Effective Date.

THE MAYOR AND COUNCIL
OF NEW CASTLE

THE BULL HILL BOAT YARD, Inc.

By: _____
President of City Council

By: _____
President

Attest: _____
City Clerk

Attest: _____
Secretary

RESOLUTION NO. 2024-46

A Resolution Requesting an Amendment to the City of New Castle Municipal Charter Authorizing the City of New Castle to Levy and Collect a Lodging Tax of no more than Three-Percent (3%) and a Wage Tax of no more than One-Quarter-Percent (0.25%)

WHEREAS, the Council of the City of New Castle (“City Council”) is vested with all the legislative powers of the City of New Castle; and

WHEREAS, the City Council is committed to promoting the health, safety, and general welfare of the City of New Castle in perpetuity; and

WHEREAS, City Council’s ability to meet its obligations to the City of New Castle under its Municipal Charter and Delaware law depends on the presence of stable funding sources for municipal purposes; and

WHEREAS, the Council of the City of New Castle has been evaluating different mechanisms to raise revenue for municipal purposes; and

WHEREAS, following a discussion at a duly noticed City Council meeting, the City Council has agreed that the following changes to the City of New Castle Municipal Charter are prudent to ensure that there remain adequate tools for the City Council to meet its present and future obligations in promoting the health, safety, and general welfare of the City of New Castle.

NOW, THEREFORE BE IT RESOLVED by the Council of the City of New Castle that the Delaware General Assembly is hereby respectfully requested to amend Section 11, Municipal Power, of the Municipal Charter of the City of New Castle, as amended, by adding text as shown by underlining as follows:

(ab) To impose and collect a lodging tax of no more than three (3) percent of the rent, in addition to the amount imposed by the State, for the occupancy of any room or rooms in a hotel, motel, or tourist home, as defined under Chapter 61 of Title 30, which is located within the boundaries of the City of New Castle.

(ac) To impose and collect a wage tax of no more than one-quarter (0.25) percent of the income of persons who are engaged or employed in any business, profession, or occupation within the City of New Castle. For purposes of this Section, “income” means the total income earned within the City of New Castle. The

imposition of a City wage tax should not be imposed on employees of the City of New Castle, the Good Will Fire Company, or Municipal Services Commission.

PASSED this 12th day of November 2024

Suzanne Souder, City Council President

Joseph F. Day, III, Councilperson

Nermin Zubaca, Councilperson

Andrew Zeltt, Councilperson

Brian Mattaway, Councilperson

Attest:

Courtaney Taylor, City Clerk

DRAFT

**Supporting
Documents for
Resolution
2024-46**



SPONSOR: Rep. Hensley & Rep. Baumbach & Rep. Osienski &
Sen. Pettyjohn & Sen. Walsh
Reps. Hudson, Q. Johnson; Sen. Sokola

HOUSE OF REPRESENTATIVES
149th GENERAL ASSEMBLY

HOUSE BILL NO. 395

AN ACT TO AMEND TITLE 22 OF THE DELAWARE CODE RELATING TO TAXES.

BE IT ENACTED BY THE GENERAL ASSEMBLY OF THE STATE OF DELAWARE:

1 Section 1. Amend § 908, Title 22 of the Delaware Code by making deletions as shown by strikethrough and
2 insertions as shown by underline as follows:

3 § 908. Lodging tax.

4 Any municipality with ~~a population greater than 50,000 taxing authority and a state authorized charter~~ may
5 impose, by duly enacted ordinance, a local lodging tax of no more than 3 percent of the rent, in addition to the amount
6 imposed by the State, for any room or rooms in a hotel, motel or tourist home, excluding educational dormitory facilities, as
7 defined in § 6101 of Title 30, which is located within the boundaries of the municipality.

SYNOPSIS

This bill permits a Municipal government to impose and collect a lodging tax of no more than 3 percent on hotel and motel rooms located in the incorporated areas of the Municipality.



SPONSOR: Rep. K. Williams & Sen. Mantzavinos

HOUSE OF REPRESENTATIVES
152nd GENERAL ASSEMBLY

HOUSE SUBSTITUTE NO. 2
FOR
HOUSE BILL NO. 168
AS AMENDED BY
HOUSE AMENDMENT NO. 1

AN ACT TO AMEND TITLES 9 AND 30 OF THE DELAWARE CODE RELATING TO LODGING TAX.

BE IT ENACTED BY THE GENERAL ASSEMBLY OF THE STATE OF DELAWARE (Three-fifths of all members elected to each house thereof concurring therein):

Section 1. Amend § 2301, Title 30 of the Delaware Code by making deletions as shown by strike through and insertions as shown by underline as follows:

§ 2301. Occupations requiring licenses; definitions; fees; exemptions.

(a) "Persons" as defined in § 2701 of this title engaged in the occupations listed and defined in this section shall pay annual license taxes at the rates specified below. In addition to the license fee indicated below, each such person shall pay a fee of \$25 for each additional branch or business location, except that a finance or small loan agency as defined in this section shall pay the basic annual fee for each place of business.

(28) Accommodations intermediary, \$25. "Accommodations intermediary" means any person engaged in the business of facilitating or arranging a short-term rental, as defined in § 6201 of this title, to an occupant on a website or through other means, including the renting of properties subject to a timeshare plan as defined by 11 U.S.C. § 101. The term accommodations intermediary includes a real estate broker licensed under paragraph (a)(16) of this section, but only includes the broker of record and not real estate licensees working under that broker. This license fee shall not apply to a hotel, motel, or tourist home subject to a separate license fee under this subsection. The owner of a short-term rental, as defined in § 6201 of this title, that exclusively uses a third-party accommodations intermediary shall not be deemed an accommodations intermediary under this section.

(f) Paragraphs (a)(5), (8), (9), (12), (13), ~~(17) and (19)-(25)~~ (17), (19)-(25), and (28) of this section shall be exempt from the additional license fee imposed by subsection (d) of this section.

Section 2. Amend Part V, Title 30 of the Delaware Code by making deletions as shown by strike through and insertions as shown by underline as follows:

Chapter 62. SHORT-TERM RENTAL LODGING TAX

§ 6201. Definitions.

As used in this chapter:

(1) "Accommodations intermediary" means as defined in § 2301 of this title.

(2) "Rent" means the consideration received for occupancy, valued in money, whether received in money or otherwise. "Rent" does not include the following:

- a. Municipal taxes, if any.
- b. Linen rental fees.
- c. Cleaning fees.
- d. Insurance fees.
- e. Security deposits.
- f. Other add-on fees not usually considered part of the rent.
- g. Money received from a month-to-month holdover lease.

(3) "Short-term rental" means a house, duplex, multi-plex, apartment, condominium, houseboat, trailer, or other residential dwelling unit where a tourist or transient guest, for consideration, rents sleeping or living accommodations for no more than 31 consecutive nights. "Short-term rental" does not include the following:

- a. Hotels, motels, and tourist homes as defined under § 2301 of this title.
- b. Rooms, groups of rooms, or other spaces used for assembly.
- c. Dormitories or other residential facilities of educational or vocational institutions.
- d. Healthcare facilities licensed by the State.
- e. Campsites, cabins, or similar facilities in campgrounds.
- f. Overnight camps for adults or children.
- g. A rental arranged directly by the property owner, on a casual and isolated basis, that meets all the

following qualifications:

- 1. The rent is substantially below market rates.
- 2. The property is used as a rental for no more than 10 nights in aggregate per calendar year.

§ 6202. Levy of short-term rental lodging tax.

There is imposed and assessed a short-term rental lodging tax at the rate of 4.5% of the rent upon every occupancy of a short-term rental within this State.

§ 6203. Collection of tax.

Accommodations intermediaries are responsible for collecting and remitting the short-term rental tax under § 6202 of this title unless the accommodations intermediary has a contractual arrangement with a hotel, motel, tourist home, or other accommodations intermediary, licensed under § 2301 of this title, to collect and remit tax in accordance with this chapter. The short-term rental tax must be collected no later than the earlier of the final payment of all rent due or occupancy of the short-term rental. If a short-term rental stay is cancelled in whole, or in part, the cancelled portion of the stay must not be subject to the short-term rental tax and any amount of tax collected for such cancelled portion must be refunded.

§ 6204. Remittance of tax.

The amount of the tax collected for each month shall be reported and paid over to the Department of Finance not later than the fifteenth day of the month following the month of collection on forms to be prescribed by the Department of Finance. Interest at the rate of 1% per month, or fraction thereof, shall be charged on payments made after the prescribed due date.

§ 6205. Obligations of an accommodations intermediary.

(a) An accommodations intermediary must do all of the following:

(1) Remit data required by the Division of Revenue in a format and manner prescribed by the Division of Revenue, which may include all of the following:

- a. Address of rental unit.
- b. The number of nights rented for each property.
- c. Aggregate rents collected for each property.

(2) Ensure that the accommodations intermediary license number is affixed on all marketing materials for each rental unit.

(3) Provide the State with all data necessary to enforce this chapter.

§ 6206. Distribution of the tax.

The tax shall be distributed as follows: 62.5% to the State General Fund; 12.5% to the Beach Preservation Fund of the Department of Natural Resources and Environmental Control; 12.5% annually shall be designated in the proportion in which collected, to the duly established convention and visitors bureau in each county; and 12.5% to the Delaware Tourism Office.

Section 3. Amend § 6121, Title 30 of the Delaware Code by making deletions as shown by strike through and insertions as shown by underline as follows:

§ 6121. Eligible organizations.

Each county-based convention and visitors bureau, to be eligible to receive such moneys as enumerated in § 6102 and § 6206 of this title must be a registered Delaware nonprofit corporation, qualified under terms of the Internal Revenue Code of 1986, as amended, § 501(c)(6) [26 U.S.C. § 501(c)(6)]. For the Counties of Kent, New Castle and Sussex, the following organizations are designated to receive ~~the 1%~~ funding:

(1) Kent County: A Convention & Visitors Bureau shall be established in a manner to be determined by the Governor of the State and the Administrator of the Kent County Levy Court.

(2) Sussex County: A Convention & Visitors Bureau shall be established in a manner to be determined by the Governor of the State and the Administrator of the Sussex County Council, and representatives from the Lewes Chamber of Commerce, Rehoboth Beach — Dewey Beach Chamber of ~~Commerce and Commerce~~, the Bethany — Fenwick Area Chamber of ~~Commeree~~, Commerce, Greater Millsboro Chamber of Commerce, Georgetown Chamber of Commerce, Milton Chamber of Commerce, the Chamber of Commerce for Greater Milford, Inc., and Western Sussex Chamber of Commerce.

(3) In New Castle County: A qualifying county-based Convention & Visitors Bureau (The Greater Wilmington Convention and Visitors Bureau), has been chartered by the Governor of the State, the County Executive of New Castle County, and the Mayor of the City of Wilmington.

Section 4. Amend § 6122, Title 30 of the Delaware Code by making deletions as shown by strike through and insertions as shown by underline as follows:

§ 6122. Reporting and operating conditions.

Such recipient organization shall be subject to all reporting and operating conditions normally imposed upon Delaware nonprofit corporations and public bodies. Recipient organizations shall make every effort to market a variety of lodging options available in the marketplace.

Section 5. Amend § 8112, Title 9 of the Delaware Code by making deletions as shown by strike through and insertions as shown by underline as follows:

§ 8112. Lodging tax.

(a) New Castle County may impose, by duly enacted ordinance, a local lodging tax of no more than 3 percent of the rent, in addition to the amount imposed by the State, for any room in a hotel, motel, ~~or~~ tourist home, or short-term rental, as defined in § 6101 and § 6201 of Title 30, which is located within the unincorporated areas of the county.

(b) [Repealed.]

(c) Sussex County may impose, by duly enacted ordinance, a local lodging tax of no more than 3 percent of the rent, in addition to the amount imposed by the State, for any room or rooms in a hotel, ~~motel or~~ motel, tourist home, or

short-term rental as defined in § 6101 and § 6201 of Title 30, which is located within the unincorporated areas of Sussex County. Any funds realized by Sussex County pursuant to this subsection shall be expended solely within Sussex County, for the capital and operating costs of beach nourishment, waterway dredging, economic development, tourism programs, recreational activities, and water quality and flood control projects. An amount not to exceed 5% of the funds realized from the tax may be used to pay the costs of administering projects funded under this subsection.

(d) Rentals by the Department of Natural Resources and Environmental Control are exempt from the lodging tax established by this section.

Section 6. This Act is severable. If a provision of this Act or the application of this Act to a person or circumstance is held invalid, the invalidity does not affect the provisions or applications of this Act that can be given effect without the invalid provision or application.

Section 7. Section 1 of this Act takes effect 90 days after its enactment into law. Section 2 of this Act is effective immediately and only applies to short-term rental agreements entered into on or after January 1, 2025. Sections 3, 4, 5, and 6 take effect immediately.

**Resolution No. 2009-13
Adopting the 2009-10 Operating Budget
and Tax Rate for the City of New Castle**

WHEREAS, The Mayor and Council Members, City Administrator, City Treasurer, Finance Director and other Department Heads have presented and reviewed the proposed FY 2009-10 City Budget; and

WHEREAS, The Mayor and Council have advertised and held public meetings to discuss and make appropriate changes to the proposed budget; and

WHEREAS, the FY 2009-10 budget is balanced at \$5,421,050 and contains proposed wage adjustments for City employees; and


WHEREAS, a contingency line item is included in the City budget to be managed by the City Administrator with approval from City Council for unplanned and emergency expenditures; and


WHEREAS, a review committee, consisting of the Councilperson who is the liaison to the Finance Department, the City Administrator, the Finance Director, City Treasurer and other Department Heads, evaluates progress and administers the budget through bi-weekly review of City expenditures.

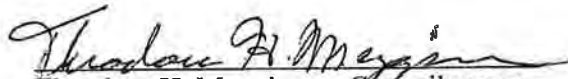
NOW THEREFORE, BE IT RESOLVED, that the Fiscal Year 2009-10 City Budget be adopted at \$5,421,050, and the resulting tax rate shall be set at \$1.20 per \$100 of assessed value.


Passed this 25th day of June 2009.


William J. Barthel, City Council President

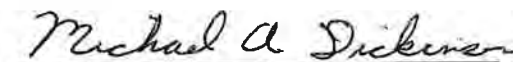

John W. Cochran, Councilperson


John J. Gaworski, Jr., Councilperson


Theodore H. Megginson, Councilperson


Teel Petty, Councilperson

Attest:


Michael A. Dickinson, City Clerk

Mayor and Council of New Castle
FY 10 CITY BUDGET

ACCOUNT/DESCRIPTION	APPROVED
GRANTS & OTHER SOURCES	
5017 State Municipal Street Aid Fund (E0208)	120,000
5008 MSAF Reserves (E0207)	250,000
5018 Community Transportation Funds	117,000
5019 State Separation Day Grant (E1108)	30,000
5025 Sleaf Funds	
5028 Tree Commission-other income	
5040 DE Solid Waste Reimbursement	40,000
5041 Local Law Enforcement Technology (E0106)	-
5052 Homeland Security Program (E0124)	6,000
5062 SALLE GRANT (E0104)	11,000
5072 DRUG GRANT (E0103)	10,600
5109 Police Misc. Grants (E0108)	7,000
5110 Highway Safety Grants (E0102)	30,000
5229 Police Pension Supplement	75,000
5230 Accreditation Grant (E0108)	3,000
5410 Pay Job Reimbursement	45,000
5571 Livable DE Grant	10,000
5573 DEMA-Security Grant	
5555 Planning Grant (E7004)	10,000
5578 Sponsored Park Donations (E7431)	
5581 Bellanca Airdome Project (E8015)	
5055 FY09 Unreserved Fund Balance	25,000
GRANTS & OTHER SOURCES TOTAL	789,600
TOTAL REVENUES/OTHER SOURCES	5,421,050

Mayor and Council of New Castle
FY 10 CITY BUDGET

ACCOUNT/DESCRIPTION	APPROVED
DEPT 0124 HOMELAND SECURITY GRANTS (R5052)	
PERSONAL SERVICE	
6005 Overtime	
7060 Equipment (R5052)	6,000
7120 Administrative Expense	
7200 Uniforms	
8065 Insurance	
FUND 10 DEPT 0124 HOMELAND SECURITY TOTAL	6,000
DEPT 0130 SEASONAL OFFICERS (R5044)	
PERSONAL SERVICE	
6001 Salaries	14,000
6005 Overtime	-
6010 FICA	1,100
8130 Worker Compensation Insurance	
7060 Equipment/Rental	1,700
8020 Physicals	2,000
7200 Uniforms	
DEPT 0130 SEASONAL PATROL TOTAL	18,800
DEPT 0107 CAPITAL OUTLAY	
7350 Leased Color Copier	6,000
8205 Trustees-Public Safety Lease (R5009)	100,000
DEPT 0107 CAPITAL OUTLAY TOTAL	106,000
GRAND TOTAL PUBLIC SAFETY	1,880,250

Mayor and Council of New Castle
FY 10 CITY BUDGET

ACCOUNT/DESCRIPTION	APPROVED
FUND 10 DEPT 0104 SALLE GRANT	
PERSONAL SERVICE	
6005 Overtime (R5062)	3,000
6010 FICA Expense	
7060 Equipment/Rental	8,000
7120 Administrative Expense	
PERSONAL SERVICE TOTAL	11,000
DEPT 0104 SALLE GRANT TOTAL	11,000
FUND 10 DEPT 0106 LLEBG	
PERSONAL SERVICE	
7060 Equipment/Rental (R5065)	
7062 Reserve	
7120 Administrative Expense	
7222 City funding match	
PERSONAL SERVICE TOTAL	-
FUND 10 DEPT 0106 LLEBG TOTAL	-
FUND 10 DEPT 0108 POLICE MISC GRANTS (R5109)	
PERSONAL SERVICE	
7060 Equipment-Misc. Grants	4,000
7061 Equipment-Sleaf Grant	-
7063 Accreditation Grant (R5230)	3,000
7064 Equipment-Local Law Technology Fund (R5041)	
7120 Administrative Expense	
PERSONAL SERVICE TOTAL	7,000
FUND 10 DEPT 0108 POLICE MISC. GRANTS TOTAL	7,000

Mayor and Council of New Castle
FY 10 CITY BUDGET

ACCOUNT/DESCRIPTION	APPROVED
SUPPLIES & MATERIALS	
7005 Range Supplies	2,500
7125 Motor Fuel	44,000
7150 Radar/Radio/Mobile Camera Repairs	10,000
7220 Vehicle Parts/Repair	25,000
SUPPLIES & MATERIALS TOTAL	81,500
DEPT 0101 PUBLIC SAFETY TOTALS	
	1,690,850
PUBLIC SAFETY GRANTS	
FUND 10 DEPT 0102 HIGHWAY SAFETY	
PERSONAL SERVICE	
6005 Overtime (R5110)	30,000
6010 FICA Expense	
7060 Equipment	
PERSONAL SERVICE TOTAL	30,000
DEPT 0102 HIGHWAY SAFETY TOTAL	30,000
FUND 10 DEPT 0103 POLICE DRUG ENFORCEMENT	
PERSONAL SERVICE	
6005 Overtime (R5072)	9,500
6010 FICA Expense	
7060 Equipment	500
7062 Auto Rental/Buy Money	600
7120 Administrative Expense	
PERSONAL SERVICE TOTAL	10,600
DEPT 0103 DRUG GRANT TOTAL	10,600

Mayor and Council of New Castle
FY 10 CITY BUDGET

ACCOUNT/DESCRIPTION	APPROVED
DEPT 0101 PUBLIC SAFETY	
PERSONAL SERVICE	
6000 Salaries Supervision	275,000
6001 Salaries	670,000
6003 Shift Differential	22,000
6004 Salaries Civilian	76,000
6005 Overtime	32,000
6008 Vacation/Sick Sellback	25,000
6010 FICA Expense	85,000
6015 Health/Life/Dental Expense	187,000
6020 Pension Plan	135,000
6055 Professional Development	4,500
6110 Books/Publications/Dues/Tolls	3,500
6120 Computer	5,300
6155 Maintenance Contracts	10,700
6170 Office Supplies/Equipment	9,000
6175 Operating Supplies	3,500
6180 Postage	1,400
6185 Printing	1,800
7066 Equipment Repair-Office	750
7080 Film & Development	500
7120 Administrative Expense	2,400
7200 Uniform/Maintenance	18,000
7400 Mandatory Training	2,500
8085 Special Event Supplies	1,000
8095 Special Events Overtime (R5410)	35,000
8097 Accreditation-city funding	1,000
8098 Investigative Funds/Evidence Testing	1,500
PERSONAL SERVICE TOTAL	1,609,350

Mayor and Council of New Castle
FY 10 CITY BUDGET

ACCOUNT/DESCRIPTION	APPROVED
FRANCHISE FEES	
4520 Franchise	70,000
4560 Metro & Cricket Lease	40,000
FRANCHISES TOTAL	110,000
INVESTMENT & MISCELLANEOUS	
5030 Interest Other	20,000
5042 Insurance Reimbursement	
5050 Misc. Income General Fund	25,000
INVESTMENT & MISCELLANEOUS TOTAL	45,000
USER FEES	
4500 Special Trash Collection	15,000
4502 Development Fees	
4510 Zoning/BOA Hearings	6,000
4515 Building Appeals Lien Reimbursement (E7075)	5,000
4530 Summer Recreation (Dept 0401)	2,300
4550 Accident Reports	2,100
USER FEES TOTAL	30,400

Mayor and Council of New Castle
FY 10 CITY BUDGET

ACCOUNT/DESCRIPTION	APPROVED
REVENUES/OTHER SOURCES	7/01/09 - 6/30/10
TAXES	
4220 Property Tax 2009-2010	2,924,750
4230 Tax Penalties	15,000
4240 Property Tax Transfers	175,000
4250 Delinquent Tax Collection	100,000
TAXES TOTAL	3,214,750
LICENSE & PERMITS	
4300 Business Licenses	80,000
4310 Rental Fees	23,000
4540 Building/Historic Area Commission (HAC) Applications	175,000
4545 Building Department Penalties	5,000
LICENSE & PERMITS TOTAL	283,000
FINES & FORFEITURES	
4400 State Courts	80,000
FINES & FORFEITURES TOTAL	80,000
INTERGOVERNMENTAL-STATE	
5011 Municipal Services Commission (MSC) Appropriation	500,000
5009 Trustees-Ground Lease (E0101,0301)	100,000
5010 Trustees Appropriations (E1003)	36,450
5013 Trustees-Park & Fuel Reimbursement (E1101)	116,850
5020 Trustees-Tree Commission (E1003)	20,000
5022 Trustees-Good Will Fire Co. (E1003)	85,000
5079 Western Gateway Enhancements	
5044 Trustees-Seasonal Patrol (E0130)	10,000
INTERGOVERNMENTAL-STATE TOTAL	868,300

Mayor and Council of New Castle
FY 10 CITY BUDGET

ACCOUNT/DESCRIPTION	APPROVED
DEPT 0200 PUBLIC SERVICES	
PERSONAL SERVICE	
6000 Salaries Supervision	102,000
6001 Salaries	350,500
6003 Salaries-Support Specialist	42,300
6005 Overtime	9,000
6007 P/T Housing Code Enforcement (Dept 1109)	12,500
6008 Vacation & Sick Sellback	6,000
6010 FICA Expense	41,200
6015 Health/Life/Dental Expense	160,000
6020 Pension Plan	33,700
6055 Professional Development/Training	1,000
6080 Legal Notices/Consulting Services	600
6110 Books/Publications/Dues/Ref Materials	1,500
6119 Software Program/Updates	-
6120 Computer/hardware	6,500
6170 Office Supplies/Equipment/Printing/Film	3,600
6175 Operating Supplies	12,000
6180 Postage/Rental	3,400
7075 Bldg Appeals & Revolving Fund (R4531)	5,000
7120 Administrative Expense	500
PERSONAL SERVICE TOTAL	791,300

Mayor and Council of New Castle
FY 10 CITY BUDGET

ACCOUNT/DESCRIPTION	APPROVED
CONTRACTUAL SERVICE	
7085 Fuels & Lubricants	35,000
7105 Landfill Fees	159,000
7106 DSWA contract-recycling	17,250
7155 Safety Equipment & Signs, Markings	14,000
7170 Small Tools, Equipment Repairs & Maintenance	8,000
7171 Radio/Repairs	2,000
7190 Traffic Light Maintenance & Equipment Rental	
7195 Truck/Vehicle Repair & Maintenance	35,000
7205 Uniforms	6,500
8085 Special Events Supplies	200
8095 Special Event Overtime (R5410)	3,000
8105 Street Materials	4,000
CONTRACTUAL SERVICE TOTAL	283,950
PUBLIC SERVICES TOTAL	1,075,250

Mayor and Council of New Castle
FY 10 CITY BUDGET

ACCOUNT/DESCRIPTION	APPROVED
DEPT 0203 PW SNOW & ICE CONTROL	
CONTRACTUAL SERVICE TOTAL	
8080 Sand & Abrasives	7,500
8085 Outside Contractors	
8110 Equipment Rental	200
DEPT 0203 PW SNOW & ICE TOTAL	7,700
DEPT 0204 PARKS & PROPERTY	
CONTRACTUAL SERVICE	
6001 Beautification Landscaper	11,450
6005 Battery Park Weekend cleaning	3,000
7060 New Equipment	2,500
7065 Equipment Repair	1,000
7100 Playground Maintenance & Wood Carpet	6,000
7430 Contract Maintenance	5,000
7431 Sponsored Park Expenses (R5578)	
DEPT 0204 PW PARKS & PROPERTY TOTAL	28,950
DEPT 0205 PUBLIC SERVICES CAPITAL	
CAPITAL OUTLAY	
7532 4x4 Pickup Truck w/ snow plow	23,500
7536 Storm Drainage	10,000
7350 Lease-Copier/Scan	3,200
DEPT 0205 CAPITAL OUTLAY TOTAL	36,700

Mayor and Council of New Castle
FY 10 CITY BUDGET

ACCOUNT/DESCRIPTION	APPROVED
DEPT 0207 COMMUNITY TRANSPORTATION	
8119 Buttonwood Drainage	5,000
8120 City Wide Paving (R5018)	367,000
CONTRACTUAL SERVICE TOTAL	372,000
DEPT 0208 MUNICIPAL STREET AID	
8125 Fund 20 MSAF Reserves	
8121 Fund 20 MSAF Expenses (R5017)	120,000
CONTRACTUAL SERVICE TOTAL	120,000
DEPT 0207 Community Transportation, 0208 MSAF TOTALS	492,000
DEPT 0223 GREENWAY & TRAIL MAINTENANCE	
8015 Bellanca Airdome (R5581)	-
8021 Western Gateway expenses	87,911
8070 Trail Expenses	-
DEPT 0223 GREENWAY & TRAIL MAINTENANCE TOTAL	87,911
GRAND TOTAL PUBLIC SERVICES DEPTS.	1,728,511

Mayor and Council of New Castle
FY 10 CITY BUDGET

ACCOUNT/DESCRIPTION	APPROVED
DEPT 0301 CITY COUNCIL	
PERSONAL SERVICE	
6001 Salaries	16,500
6010 FICA Expense	1,300
6055 Prof. Development and Travel	1,500
6100 Advertising	5,000
6105 Association Dues	4,000
6550 Economic Development Activities	1,000
7040 Contributions	14,500
7044 Library Commitment	100,000
PERSONAL SERVICE TOTAL	143,800
CONTRACTUAL SERVICE	
6185 Election Expenses	200
7011 Transcription Services for committees	2,000
7010 Annual Calendar/Monthly Newsletter	5,500
7024 General Code Updates	6,000
7035 Departmental Contingency	94,137
8205 Trustees-Public Safety Lease (R5009)	100,000
CONTRACTUAL SERVICE TOTAL	207,837
DEPT 0301 CITY COUNCIL TOTAL	351,637

Mayor and Council of New Castle
FY 10 CITY BUDGET

ACCOUNT/DESCRIPTION	APPROVED
DEPT 0302 CLERK & CITY TREASURER	
PERSONAL SERVICE	
6001 Salaries	5,000
6010 FICA Expense	400
7069 Recording/Sound System Maintenance	500
PERSONAL SERVICE TOTAL	5,900
DEPT 0302 CITY CLERK & TREASURER TOTAL	
5,900	
DEPT 0303 FINANCE DEPARTMENT	
PERSONAL SERVICE	
6001 Salaries	120,070
6005 Overtime	200
6008 Sellback Vacation & Sick	4,650
6010 FICA Expense	9,600
6015 Health/Life/Dental Expense	24,000
6020 Pension Plan	7,700
6160 Office Equipment	1,000
6175 Operating Supplies	100
7180 Tax Bills	300
PERSONAL SERVICE TOTAL	167,620
CONTRACTUAL SERVICE	
6262 MainStreet Support	6,000
7090 FY Audit	13,000
CONTRACTUAL SERVICE TOTAL	19,000
DEPT 0303 FINANCE TOTAL	
186,620	

Mayor and Council of New Castle
FY 10 CITY BUDGET

ACCOUNT/DESCRIPTION	APPROVED
DEPT 0304 ADMINISTRATION	
PERSONAL SERVICE	
6001 Salaries	118,400
6005 Overtime	100
6008 Salaries Sellback Vacation	800
6010 FICA Expense	9,150
6015 Health/Life/Dental Expense	33,360
6055 Professional Development	2,000
6020 Pension Plan	7,350
6110 Books/Reference Materials	500
6115 City Administrator Expense	200
6120 Computer, hardware	10,000
6130 Dues & Publications	600
6155 Maintenance Contracts	1,200
6170 Office Supplies	4,200
6180 Postage	3,400
7120 Administrative Expense	750
PERSONAL SERVICE TOTAL	192,010
SUPPLIES & MATERIALS	
7085 Fuel & Oil	475
SUPPLIES & MATERIALS TOTAL	475
CONTRACTUAL SERVICE	
6122 Financial Package	20,000
CONTRACTUAL SERVICE TOTAL	20,000
DEPT 0304 ADMINISTRATION TOTAL	212,485

Mayor and Council of New Castle
FY 10 CITY BUDGET

ACCOUNT/DESCRIPTION	APPROVED
DEPT 0308 HUMAN RESOURCES	
PERSONAL SERVICE	
6001 Salaries	28,000
6010 FICA Expense	2,150
6020 Pension Expense	1,320
6055 Professional Development and Travel	400
6100 Advertising	1,500
6110 Books & References	250
6130 Dues & Publications	250
6160 Office Equipment	250
6185 Printing	150
7120 Administrative Expense	100
7404 Employee Training Programs	2,000
8096 Contract Reimbursements	3,000
8098 Pre-employment Background Investigations	500
PERSONAL SERVICE TOTAL	39,870
DEPT 0308 HUMAN RESOURCES TOTAL	39,870
DEPT 0310 CAPITAL OUTLAY	
7350 Copier Lease	5,700
CAPITAL OUTLAY TOTAL DEPT 0310	5,700
CITY ADMINISTRATION TOTALS	802,212

Mayor and Council of New Castle
FY 10 CITY BUDGET

ACCOUNT/DESCRIPTION	APPROVED
DEPT 0401 RECREATION	
PERSONAL SERVICE	
6000 Salary Coordinator	6,500
6001 Salaries Counselors	10,720
6010 FICA	1,320
6100 Advertising	100
6175 Operating/Program Supplies	1,900
7075 Field Trip Expenses	2,500
7076 Transportation	2,800
7120 Administrative Expense	300
DEPT 0401 RECREATION TOTAL	26,140

Mayor and Council of New Castle
FY 10 CITY BUDGET

ACCOUNT/DESCRIPTION	APPROVED
DEPT 0501 MAYOR'S OFFICE	
PERSONAL SERVICE	
6001 Salaries	42,300
6005 Overtime	250
6008 Sellback Vacation & Sick	900
6010 FICA Expense	3,325
6015 Health/Life/Dental Expense	7,770
6020 Pension Plan	2,450
6055 Professional Development	400
6110 Books/Reference Materials	150
6140 Legal Fees	
7120 Administrative Expense	
PERSONAL SERVICE TOTAL	57,545
DEPT 0501 MAYOR'S OFFICE TOTAL	57,545
DEPT 0503 MAYOR'S COURT	
PERSONAL SERVICE	
6002 Salaries Mayor's Court	12
6010 FICA Expense	2
PERSONAL SERVICE TOTAL	14
DEPT 0503 MAYOR'S COURT TOTAL	14
DEPT 0501 MAYORS OFFICE, 0503 MAYOR'S COURT TOTALS	57,559

Mayor and Council of New Castle
FY 10 CITY BUDGET

ACCOUNT/DESCRIPTION	APPROVED
DEPT 0801 BOARD OF ADJUSTMENT	
PERSONAL SERVICE	
6050 Professional Fees	12,000
6100 Advertising	1,100
7035 Contingency	200
7135 Outside Services	100
PERSONAL SERVICE TOTAL	13,400
DEPT 0801 BOARD OF ADJUSTMENT TOTAL	
13,400	
DEPT 0901 BUILDING MAINTENANCE	
PERSONAL SERVICE	
6175 Operating Supplies	200
6195 Telephone Service Administration Bldg	9,200
6196 Telephone Service-Public Services	12,000
6197 Telephone Service-Public Safety	16,600
7045 County Sewer Assessments	200
7095 Janitorial Services	35,000
7135 Outside Services, Fiber Line repairs	12,000
8000 Administration Building Heat/Maintenance	3,000
8005 Administration Building Repairs	10,000
8006 Public Safety Building Repairs	6,000
8045 Public Safety Heat/ Bldg Maintenance	6,800
8060 Preventative/Termite/Monthly Pest Control	2,000
8070 Public Services Heat/ Builoding Maintenance	6,000
8075 Public Services Building Repairs	8,000
8077 Town Hall & Banks Building Heat	5,000
8082 Capital Reserves	2,000
8084 Administration Building Security Maintenance	1,500
PERSONAL SERVICE TOTAL	135,500
DEPT 0901 BUILDING MAINTENANCE TOTAL	
135,500	

Mayor and Council of New Castle
FY 10 CITY BUDGET

ACCOUNT/DESCRIPTION	APPROVED
DEPT 1001 INSURANCE	
PERSONAL SERVICE	
7145 Public Officials Liability	5,020
8055 Police Liability	13,728
8065 Property and Liability	82,000
8130 Workers Compensation	136,500
8135 Unemployment Insurance	26,000
PERSONAL SERVICE TOTAL	263,248
DEPT 1001 INSURANCE TOTAL	263,248
DEPT 1002 PROFESSIONAL SERVICES	
PERSONAL SERVICE	
6125 Software Consulting	5,000
8010 City Accounting	18,000
8015 City Engineer	6,000
8020 City Medical	14,000
8025 City Solicitor	30,000
PERSONAL SERVICE TOTAL	73,000
CONTRACTUAL SERVICE	
6146 AFSCME Negotiations	18,000
6147 Legal-Other	10,000
6148 FOP Negotiations	
8029 Internet Services	9,000
8030 Redesign Web Page	5,000
CONTRACTUAL SERVICE TOTAL	42,000
DEPT 1002 PROFESSIONAL SERVICES TOTAL	115,000
DEPT 1001 INSURANCE, DEPT 1002 PROF. SERVICES TOTAL	378,248

Mayor and Council of New Castle
FY 10 CITY BUDGET

ACCOUNT/DESCRIPTION	APPROVED
DEPT 1003 TRUSTEES APPROPRIATIONS	
PERSONAL SERVICE	
6060 TREE COMMISSION FY 10 (R5020)	20,000
6199 POLICE VEHICLE FY 10 (R5010)	30,200
7040 GOOD WILL FIRE COMPANY FY 10 (R5022)	85,000
7445 POLICE DOCKING STATION FY 10 (R5010)	6,250
PERSONAL SERVICE TOTAL	141,450
DEPT 1101 TRUSTEES PARK & FUEL (R5013)	
PERSONAL SERVICE	
6001 Salaries (R5013)	69,000
6005 Overtime	3,800
6008 Sellback Vacation & Sick	1,800
6010 FICA Expense	5,710
6015 Health/Life/Dental Expense	28,890
6020 Pension Plan	4,600
6195 Telephone	650
PERSONAL SERVICE TOTAL	114,450
SUPPLIES & MATERIALS	
7085 Fuel & Oil	2,400
SUPPLIES & MATERIALS TOTAL	2,400
DEPT 1003 TRUSTEES APPROP, 1101 TR PARK & FUEL TOTALS	258,300

Mayor and Council of New Castle
FY 10 CITY BUDGET

ACCOUNT/DESCRIPTION	APPROVED
CITY COMMISSIONS & COMMITTEES	
DEPT 1102 PLANNING COMMISSION	
6055 Professional Development/Training Expenses	900
6090 General Expenses	7,000
7004 Comprehensive Plan Update (R5555)	27,100
PERSONAL SERVICE TOTAL	35,000
DEPT 1102 PLANNING COMMISSION TOTAL	35,000
DEPT 1103 HISTORIC AREA COMMISSION	
6055 Professional Development/Training	300
6060 Architect Stipend	2880
7011 Transcription Services	1800
PERSONAL SERVICE TOTAL	4,980
DEPT 1103 HISTORIC AREA COMMISSION TOTAL	4,980
DEPT 1107 CIVIL DEFENSE	
6001 Taxable Stipend	500
PERSONAL SERVICE TOTAL	500
DEPT 1107 CIVIL DEFENSE TOTAL	500
DEPT 1102 PLANNING, 1003 HAC, 1107 CIVIL DEFENSE TOTALS	40,480

Mayor and Council of New Castle
FY 10 CITY BUDGET

ACCOUNT/DESCRIPTION	APPROVED
DEPT 1108 SEPARATION DAY COMMITTEE (R5019)	
6050 Professional Fees	16,850
6060 Contracted Services	2,000
6065 Supplies	400
6100 Advertising	3,250
6135 Insurance	-
6180 Postage	300
6185 Printing	250
6190 Rent	1,400
7015 Grants & Awards	50
7120 Administrative Expense	500
7222 City Expenses	5,000
PERSONAL SERVICE TOTAL	30,000
DEPT 1108 SEPARATION DAY TOTAL	30,000
DEPT 1109 BOARD OF HEALTH	
6001 Salaries	11,625
6010 FICA Expense	900
6170 Office Supplies	100
6180 Postage	400
6198 Cell Phone Service	375
7120 Admin. Expense	50
DEPT 1109 BOARD OF HEALTH TOTALS	13,450
DEPT 1110 LONG TERM PAYABLES	
6122 Accrued Benefit Values-Public Safety Dept.	35,000
6123 Accrued Benefit Values-Public Services Dept.	10,000
6124 Accrued Benefit Values-Administration Dept.	12,000
DEPT 1110 LONG TERM PAYABLES TOTAL	57,000
COMMISSION, COMMITTEE, LONG TERM PAYABLES TOTAL	140,930
TOTAL EXPENDITURES	5,421,050
Revenues (over) under Expenditures	0

RESOLUTION No. 2024-22

A RESOLUTION TO SET THE 2025 FISCAL YEAR TAX RATE AND ADOPT THE 2025 FISCAL YEAR GENERAL FUND BUDGET AND GRANT BUDGET

WHEREAS, the City Administrator has presented the proposed Fiscal Year 2025 General Fund and Grant Budget to City Council members, the Mayor, and the City Treasurer; and

WHEREAS, the Mayor and City Council members have advertised and held public meetings to discuss and make appropriate changes to the proposed budgets; and

WHEREAS, the Fiscal Year 2025 General Fund Budget is balanced at \$7,027,788.03 and contains proposed wage adjustments for City employees; and


WHEREAS, the Fiscal Year 2025 Grant Budget is balanced at \$2,455,561.37.; and

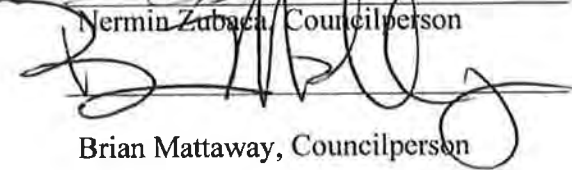
WHEREAS, the General Budget and the Grant Budget are to be managed by the City Administrator.

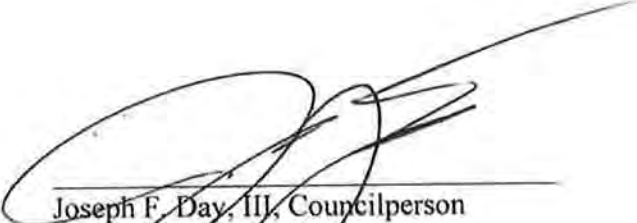
NOW, THEREFORE, IT IS HEREBY RESOLVED, that the Fiscal Year 2025 Total City Budget is adopted at \$9,483,349.40, and the resulting tax rate shall be set at \$1.2 per \$100 of assessed value, reflecting a 0% tax rate increase from the current fiscal year to the new fiscal year commencing on July 1, 2024.


PASSED this 27th day of June, 2024

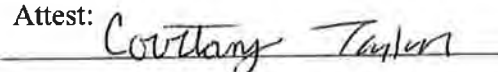

Suzanne Souder, City Council President


Nermin Zubaca, Councilperson


Brian Mattaway, Councilperson


Joseph F. Day, III, Councilperson


Andrew Zeltt, Councilperson

Attest: 
Courtney Taylor, City Clerk

Courtney Taylor, City Clerk

FISCAL YEAR 2024-2025 BUDGET



Adopted by Resolution #2024-22
June 27, 2024

CITY OF NEW CASTLE
FISCAL YEAR 2025 ADOPTED BUDGET - GRANT FUND REVENUES

Account Number	Revenue Account Description	FY2025 Revenues
10-0000-420-0001	Property Tax Current Year	3,100,000.00
10-0000-420-0002	Tax Penalties	30,000.00
10-0000-420-0003	Property Tax Transfers	400,000.00
10-0000-420-0004	Delinquent Tax Collection	25,000.00
10-0000-430-0001	Business Licenses	135,000.00
10-0000-430-0002	Rental	50,000.00
10-0000-430-0003	Building/HAC Applications	200,000.00
10-0000-430-0004	Bldg Dept Penalties	1,000.00
10-0000-430-0005	Vacant Bldg Registration Fees	5,000.00
10-0000-430-0006	Code Violation Penalties	25,000.00
10-0000-430-0007	Code Enforcement Cost Reimbursements	1,000.00
10-0000-430-0008	Special Trash	9,000.00
10-0000-440-0001	State Courts	30,000.00
10-0000-440-0002	Towing/Storage Fees	15,000.00
10-0000-450-0003	Impact Fees-Riverbend	30,000.00
10-0000-450-0004	Accident Reports	5,000.00
10-0000-450-0005	Engineering/Planning Dev Reimbursement	3,000.00
10-0000-450-0006	Zoning/BOA Hearings	4,000.00
10-0000-455-0001	Franchise Fees	125,000.00
10-0000-470-0001	CCATT, Verizon	95,000.00
10-0000-470-0004	Trustees Appropriations	225,000.00
10-0000-470-0005	MSC Appropriation	669,600.00
10-0000-470-0007	Rivertown Ride and Festival	0.00
10-0000-480-0001	Interest Other	75,000.00
10-0000-480-0002	Insurance Reimbursement	0.00
10-0000-480-0003	Misc Income Gen Fund	1,000.00
10-0000-480-0004	Proceeds - Sale of Assets	2,500.00
10-0000-511-0001	Loan Proceeds	0.00
10-0000-511-0005	Restricted Fund Balance Carry Forward	397,501.30
10-0000-511-0006	Unreserved Fund Balance Carry Forward	1,259,186.73
10-0000-524-0000	Police Pension Supplement	70,000.00
10-0000-526-0000	Pay Job Reimbursement	40,000.00
GRAND TOTAL GENERAL FUND REVENUES:		7,027,788.03

CITY OF NEW CASTLE
FISCAL YEAR 2025 ADOPTED BUDGET - GRANT FUND EXPENSES

Account Number	Expense Account Description	FY2025 Expenses
<u>PUBLIC SAFETY</u>		
10-0101-001-6001	Salaries - PSAF	1,317,403.63
10-0101-001-6002	Salaries Supervision - PSAF	346,628.18
10-0101-001-6003	Shift Differential - PSAF	0.00
10-0101-001-6004	Salaries Civilian - PSAF	55,544.50
10-0101-001-6005	Overtime/Contract Holiday - PSAF	150,000.00
10-0101-001-6008	Vacation/Sick Sellback - PSAF	27,000.00
10-0101-001-6010	FICA Expense - PSAF	145,088.09
10-0101-001-6015	Health/Life/Dental Expense - PSAF	350,117.70
10-0101-001-6020	Pension Plan - PSAF	252,438.00
10-0101-001-6105	Prof Development & Travel - PSAF	5,000.00
10-0101-001-6110	Books/Publications/Dues/Tolls - PSAF	1,500.00
10-0101-001-6120	Computer - PSAF	4,000.00
10-0101-001-6155	Maintenance Contracts - PSAF	14,000.00
10-0101-001-6170	Office Supplies/Equipment - PSAF	5,000.00
10-0101-001-6180	Postage - PSAF	500.00
10-0101-001-6195	Phone Service - PSAF	12,539.00
10-0101-001-7066	Security Cameras/Citywide - PSAF	0.00
10-0101-001-7080	Body Cameras - PSAF	13,400.00
10-0101-001-7120	Administrative Expense - PSAF	500.00
10-0101-001-7200	Uniforms/Maintenance - PSAF	10,000.00
10-0101-001-8020	Medical Testing - PSAF	3,000.00
10-0101-001-8030	Janitorial Services - PSAF	6,505.83
10-0101-001-8050	Bldg Repairs/Maint - PSAF	8,000.00
10-0101-001-8060	Preventative/Termite/Pest Control - PSAF	400.00
10-0101-001-8070	Building Heat/Electric - PSAF	16,000.00
10-0101-001-8085	Special Events Supplies - PSAF	0.00
10-0101-001-8095	SEO Pay Job Overtime - PSAF	30,000.00
10-0101-001-8098	Investigative/Evidence Testing - PSAF	5,000.00
10-0101-002-7005	Range Supplies - PSAF	11,000.00
10-0101-002-7125	Motor Fuel - PSAF	45,000.00
10-0101-002-7150	Radar/Radio repair - PSAF	2,500.00
10-0101-002-7220	Vehicle Parts/Repair - PSAF	15,000.00
10-0107-001-6198	Debt Service / Vehicles - PSAF	89,980.00
10-0107-001-7350	Leased Color Copier - PSAF	4,000.00
10-0107-004-7355	Capital Outlays/Equip & Vehicles - PSFAE	25,000.00
Public Safety Total =		2,972,044.93

CITY OF NEW CASTLE
FISCAL YEAR 2025 ADOPTED BUDGET - GRANT FUND EXPENSES

Account Number	Expenses Account Description	FY2025 Expenses
<u>PUBLIC SERVICES</u>		
10-0200-001-6001	Salaries Supervision - PSERV	149,552.00
10-0200-001-6003	Salaries Bldg Code Enforcement - PSERV	103,217.60
10-0200-001-6005	Overtime - PSERV	7,000.00
10-0200-001-6006	Salaries - PSERV	455,740.00
10-0200-001-6008	Vacation & Sick Sellback - PSERV	10,000.00
10-0200-001-6010	FICA - PSERV	55,350.98
10-0200-001-6015	Health/Life/Dental Expense - PSERV	239,704.27
10-0200-001-6020	Pension Plan - PSERV	40,655.05
10-0200-001-6105	Professional Dev & Travel - PSERV	4,000.00
10-0200-001-6110	Book/Reference Materials - PSERV	1,600.00
10-0200-001-6120	Computer & Software Expense - PSERV	7,000.00
10-0200-001-6170	Office Supplies/Equip/Printing - PSERV	2,500.00
10-0200-001-6175	Operating Supplies - PSERV	8,250.00
10-0200-001-6180	Postage - PSERV	1,600.00
10-0200-001-6195	Phone Service - PSERV	7,000.00
10-0200-001-7075	Reimbursable Private Prop. Maint. - CODE	2,000.00
10-0200-001-8020	Medical Testing - PSERV	3,000.00
10-0200-001-8030	Janitorial Services - PSERV	4,702.85
10-0200-001-8040	Temporary Labor	1,000.00
10-0200-001-8050	Bldg Repairs/Sec Maint - PSERV	12,000.00
10-0200-001-8060	Preventative/Termite/Pest Control	550.00
10-0200-001-8070	Bldg Heat/Electric/Street lights - PSERV	40,000.00
10-0200-003-7085	Fuel & Lubricants - PSERV	45,000.00
10-0200-003-7105	Landfill Fees/Recycle - PSERV	145,000.00
10-0200-003-7106	Yard Waste - PSERV	18,000.00
10-0200-003-7155	Safety Equipment/Signs/Markings - PSERV	3,500.00
10-0200-003-7170	Small Tools/Equip Repairs/Maint. - PSERV	4,000.00
10-0200-003-7171	Radio Repairs - PSERV	250.00
10-0200-003-7195	Truck/Vehicle Repair/Maint. - PSERV	35,000.00
10-0200-003-7200	Uniforms/Maintenance - PSERV	7,000.00
10-0200-003-8095	Special Event Overtime - PSERV	1,500.00
10-0200-003-8105	Street Materials - PSERV	10,000.00
10-0200-004-8120	Street Repairs - PSERV	1,000.00
10-0203-003-8080	Sand & Abrasives/ Snow & Ice Control	5,000.00
10-0203-003-8090	Outside Contractors / Snow & Ice Control	1,000.00

CITY OF NEW CASTLE
FISCAL YEAR 2025 ADOPTED BUDGET - GRANT FUND EXPENSES

Account Number	Expense Account Description	FY2025 Expenses
<u>PW PARKS & PUBLIC PROPERTY</u>		
10-0204-003-7060	Equipment - PARKS	215,000.00
10-0204-003-7061	Pruning/Planting Trees - ROW/PARKS	32,000.00
10-0204-003-7100	Playground Maintenance/Wood Carpet-PARKS	10,000.00
10-0204-003-7430	Contract Maintenance - City Prop/PARKS	111,752.00
10-0204-003-7432	Dog Park - PARKS	85,000.00
<u>CAPITAL OUTLAY - PSERV</u>		
10-0205-004-7355	Capital Outlays/Equip & Vehicles - PSERV	11,000.00
10-0205-004-7446	Handicap Curb Ramps	25,000.00
10-0205-004-7533	Debt Service / Vehicle lease - PSERV	96,996.00
10-0205-004-7534	Debt Service / Road Repair -GO Bond 2018	225,000.00
10-0205-004-7536	Storm Drainage/MS4 - PSERV	150,000.00
10-0205-004-7540	Capital Improvement/Road Repairs - PSERV	0.00
Public Services Total =		2,394,420.75
<u>MAYOR AND COUNCIL</u>		
10-0301-001-6001	Salaries - M&C	20,100.00
10-0301-001-6010	FICA Expense - M&C	1,540.00
10-0301-001-6101	Advertising - M&C	11,300.00
10-0301-001-6105	Prof Development - M&C	500.00
10-0301-001-6106	Association Dues - M&C	4,200.00
10-0301-001-6550	Economic Dev Activities - M&C	17,107.67
10-0301-001-6560	Sea Level Rise Task Force	3,500.00
10-0301-001-7024	General Code Updates - M&C	3,500.00
10-0301-001-7040	Contributions - M&C	99,250.00
10-0301-001-7055	Meeting Security/Rental Fees - M&C	7,000.00
10-0301-001-7065	Equipment Purchases - M&C	0.00
10-0301-003-6185	Election Expenses - M&C	5,000.00
10-0301-003-7010	Annual Calendar/Monthly Newsletter - M&C	4,350.00
10-0301-003-7011	Transcription Services - M&C	13,971.56
10-0301-003-7042	Fees to Good Will Riverbend - M&C	6,000.00
Mayor & Council Total =		197,319.23
<u>CITY CLERK / CITY TREASURER</u>		
10-0302-001-6001	Salaries - CLERK/TREAS	2,100.00
10-0302-001-6010	FICA Expense - CLERK/TREAS	160.00
City Clerk/City Treasurer Total =		2,260.00
<u>FINANCE</u>		
10-0303-001-6001	Salaries - FIN	0.00
10-0303-001-6008	Sellback Vacation & Sick - FIN	0.00
10-0303-001-6010	FICA Expense - FIN	0.00
10-0303-001-6015	Health/Life/Dental Expense - FIN	0.00
10-0303-001-6020	Pension Plan - FIN	0.00
10-0303-003-7090	FY Audit - FIN	35,000.00
Finance Total =		35,000.00

CITY OF NEW CASTLE
FISCAL YEAR 2025 ADOPTED BUDGET - GRANT FUND EXPENSES

Account Number	Expense Account Description	FY2025 Expenses
<u>ADMINISTRATION</u>		
10-0304-001-6001	Salaries - ADMIN	380,463.86
10-0304-001-6005	Overtime - ADMIN	0.00
10-0304-001-6008	Sellback Vacation & Sick - ADMIN	0.00
10-0304-001-6010	FICA Expense - ADMIN	29,106.48
10-0304-001-6015	Health/Life/Dental Expense - ADMIN	64,411.63
10-0304-001-6020	Pension Plan - ADMIN	21,344.44
10-0304-001-6100	Employee Retention	60,000.00
10-0304-001-6105	Professional Development - ADMIN	4,000.00
10-0304-001-6115	City Administrator Expense - ADMIN	3,000.00
10-0304-001-6120	Computer, Hardware & IT Services - ADMIN	60,000.00
10-0304-001-6130	Dues & Publications - ADMIN	1,000.00
10-0304-001-6170	Office Supplies/Printing - ADMIN	5,000.00
10-0304-001-6180	Postage - ADMIN	3,500.00
10-0304-001-6195	Telephone/Internet Service - ADMIN	5,579.36
10-0304-001-7120	Administrative Expense - ADMIN	5,500.00
10-0304-001-8020	Medical Testing - ADMIN	500.00
10-0304-001-8030	Janitorial Services - ADMIN	3,997.35
10-0304-001-8050	Building Repairs - ADMIN	3,500.00
10-0304-001-8055	Bldg Security Maintenance - ADMIN	5,000.00
10-0304-001-8060	Preventative/Termite/Pest Control -ADMIN	900.00
10-0304-001-8070	Building Heat - ADMIN	4,500.00
10-0304-002-7085	Fuel & Oil - ADMIN	6,000.00
10-0304-003-6122	Software Support - ADMIN	38,000.00
10-0304-004-7350	Lease Copier ADMIN	3,500.00
Administration Total =		708,803.12
<u>HUMAN RESOURCES</u>		
10-0308-001-6101	Advertising- HR	1,500.00
10-0308-001-6105	Professional Development- HR	0.00
10-0308-001-6130	Dues & Publications- HR	0.00
10-0308-001-6183	Temporary Labor/Consultant- HR	12,000.00
10-0308-001-7404	Employee Training Programs- HR	2,000.00
10-0308-001-8096	Contract Reimbursements- HR	3,000.00
10-0308-001-8098	Pre-employ Background Investigation- HR	300.00
Human Resources Total =		18,800.00
<u>BOARD OF ADJUSTMENT</u>		
10-0801-001-6101	Advertising - BOA	1,000.00
10-0801-001-6105	Professional Fees - BOA	10,000.00
Board of Adjustment Total =		11,000.00

CITY OF NEW CASTLE
FISCAL YEAR 2025 ADOPTED BUDGET - GRANT FUND EXPENSES

Account Number	Expense Account Description	FY2025 Expenses
<u>BUILDING MAINTENANCE</u>		
10-0901-001-7045	County Sewer Assessments - BLDG	3,000.00
10-0901-001-7135	Contractual Services - BLDG	6,000.00
10-0901-003-8082	Capital Reserves - BLDG	134,500.00
10-0901-004-8085	Battery Park / Porta Potties - BLDG	5,000.00
Building Maintenance Total =		148,500.00
<u>INSURANCE</u>		
10-1001-001-7145	Public Officials Liability - INS	6,000.00
10-1001-001-8055	Police Liability - INS	9,000.00
10-1001-001-8065	Property and Liability - INS	151,000.00
10-1001-001-8130	Workers Compensation - INS	150,000.00
10-1001-001-8135	Unemployment Insurance - INS	11,000.00
Insurance Total =		327,000.00
<u>PROFESSIONAL/CONTRACTUAL SERVICES</u>		
10-1002-001-8011	City Engineer - CONT	40,000.00
10-1002-001-8025	City Solicitor - CONT	80,000.00
10-1002-003-6140	AFSCME Contract Negotiations - CONT	5,000.00
10-1002-003-6141	HR/Other Legal - CONT	5,000.00
Professional/Contractual Total =		130,000.00
<u>PLANNING COMMISSION</u>		
10-1102-003-6105	Professional Dev & Training - PC	500.00
10-1102-003-6190	Contractual Services - PC	25,000.00
10-1102-003-7004	Comprehensive Plan Update - PC	5,000.00
Planning Commission Total =		30,500.00
<u>HISTORIC AREA COMMISSION</u>		
10-1103-003-6105	Prof Development - HAC	500.00
10-1103-003-6140	Historic Preservation	7,000.00
10-1103-003-6162	Architect - HAC	14,500.00
10-1103-003-6190	Meeting Security	2,600.00
Historic Area Commission Total =		24,600.00
<u>BOARD OF HEALTH</u>		
10-1109-001-6105	Professional Development - BOH	500.00
10-1109-001-6180	Postage - BOH	1,200.00
10-1109-001-7080	Meeting Security - BOH	840.00
Board of Health Total =		2,540.00
<u>LONG TERM FINANCING/RESERVES</u>		
10-1110-004-6124	Accrued Benefits	25,000.00
Long Term Financing/Reserves Total =		25,000.00
GRAND TOTAL GENERAL FUND EXPENSES:		7,027,788.03

CITY OF NEW CASTLE
FISCAL YEAR 2025 ADOPTED BUDGET - GRANT FUND

Account Number	Grant Revenue Account Description	FY2025 Revenues
20-0000-500-0000	Municipal Street Aid	118,000.00
20-0000-500-0001	Municipal Street Aid Reserve carry over	367,200.00
24-0000-500-0000	DNREC (FY22 Bond) Cap Improv/Trans Trust	80,000.00
25-0000-500-0000	CTF P-PROG-01 (Road Repairs)	65,000.00
27-0000-500-0000	CRF (FY23 BOND) \$605,654	128,428.98
28-0000-500-0000	CRF (FY24 BOND) \$765,000	765,000.00
32-0000-500-0000	FY2018 DNREC Bond Fund / Floating Pier	470,074.19
40-0000-500-0000	DEMA FY19 PDM Grant	25,556.58
80-0000-500-0000	CJC - 2023-AR-P/T-3188 Grant	330,549.20
83-0000-500-0000	FCVC GRANT / V-04-24	10,349.92
84-0000-500-0000	SALLE Grant	6,000.00
85-0000-500-0000	Highway Safety Grants	8,000.00
88-0000-500-0000	EIDE Grant	3,902.50
95-0000-500-0000	Separation Day Grant	36,000.00
95-0000-500-0001	Separation Day -Fees/Contributions	33,000.00
95-0000-500-0002	Separation Day - Admission/Sales	8,500.00
Grant Revenue Total =		2,455,561.37

Account Number	Grant Expense Account Description	FY2025 Expenses
20-0208-001-8121	MSAF Expenses	118,000.00
20-0208-001-8125	MSAF Reserve Expenses	367,200.00
24-0205-001-8015	DNREC (FY22 BOND) / Floating Pier	80,000.00
25-0207-001-8120	CTF P-PROG-01 (Road Repairs)	65,000.00
27-0205-001-7542	CRF (FY23 BOND) City Wide Cameras	28,428.98
27-0205-001-8015	CRF (FY23 BOND) Floating Pier	100,000.00
28-0205-001-7540	CRF (FY24 BOND) Misc Capital Projects	765,000.00
32-0205-004-8015	FY2018 DNREC Bond Fund / Floating Pier	470,074.19
40-0205-004-7536	Contractual Service - DEMA FY19 PDM	25,556.58
80-0101-001-7060	CJC/ 2023-AR-P/T-3188	330,549.20
83-0101-001-6001	V-04-24 Overtime	10,349.92
84-0104-001-7060	Equipment/Rental - SALLE	6,000.00
85-0102-001-6005	Overtime - Hightway Safety	8,000.00
88-0103-001-6005	Overtime - EIDE	3,902.50
95-1108-001-6105	Professional Fees - SEPDAY	50,000.00
95-1108-001-6170	Supplies - SEPDAY	5,000.00
95-1108-001-6185	Printing/Publications/Adv - SEPDAY	1,000.00
95-1108-001-6190	Rent - SEPDAY	4,500.00
95-1108-001-7120	Administrative Expense - SEPDAY	7,500.00
95-1108-001-7222	Police/EMS/Public Works - SEPDAY	8,500.00
95-1108-001-8065	Insurance - SEPDAY	1,000.00
Grant Expenses Total =		2,455,561.37

Place

New Castle city, Delaware

New Castle city, Delaware is a city, town, place equivalent, and township located in [Delaware](#).

// [United States](#) / [Delaware](#) / New Castle city, Delaware

[Display Sources](#)

Populations and People

Total Population

5,551

[P1](#) | 2020 Decennial Census

Education

Bachelor's Degree or Higher

32.0%

[S1501](#) | 2022 American Community Survey 5-Year Estimates

Housing

Total Housing Units

2,612

[H1](#) | 2020 Decennial Census

Families and Living Arrangements

Total Households

2,711

[DP02](#) | 2022 American Community Survey 5-Year Estimates

Income and Poverty

Median Household Income

\$95,884

[S1901](#) | 2022 American Community Survey 5-Year Estimates

Employment

Employment Rate

66.1%

[DP03](#) | 2022 American Community Survey 5-Year Estimates

Health

Without Health Care Coverage

3.8%

[S2701](#) | 2022 American Community Survey 5-Year Estimates

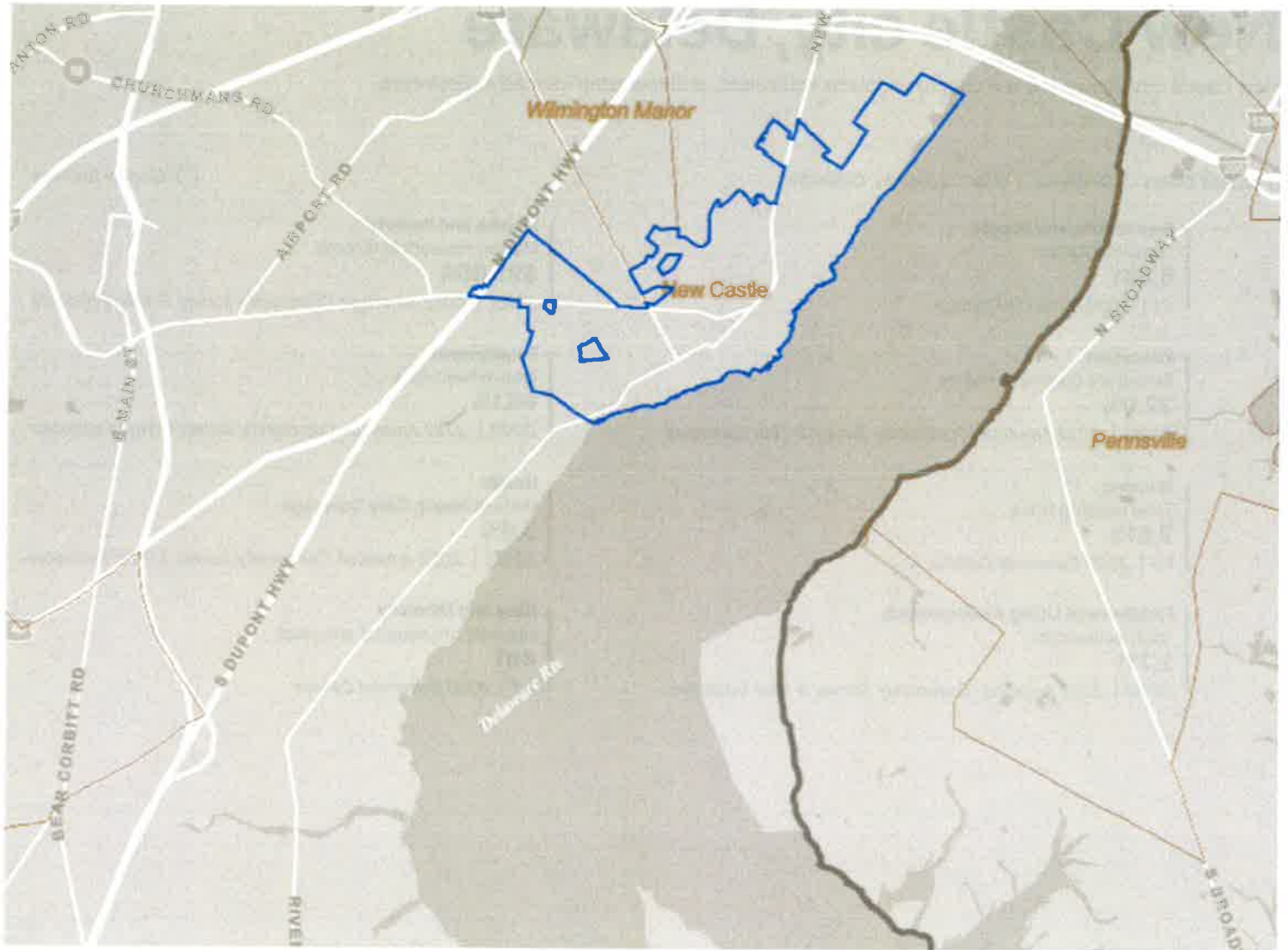
Race and Ethnicity

Hispanic or Latino (of any race)

461

[P9](#) | 2020 Decennial Census

New Castle city, Delaware Reference Map



Source: U.S. Census Bureau

Populations and People

Age and Sex

49.2 ± 5.4

Median Age in New Castle city, Delaware

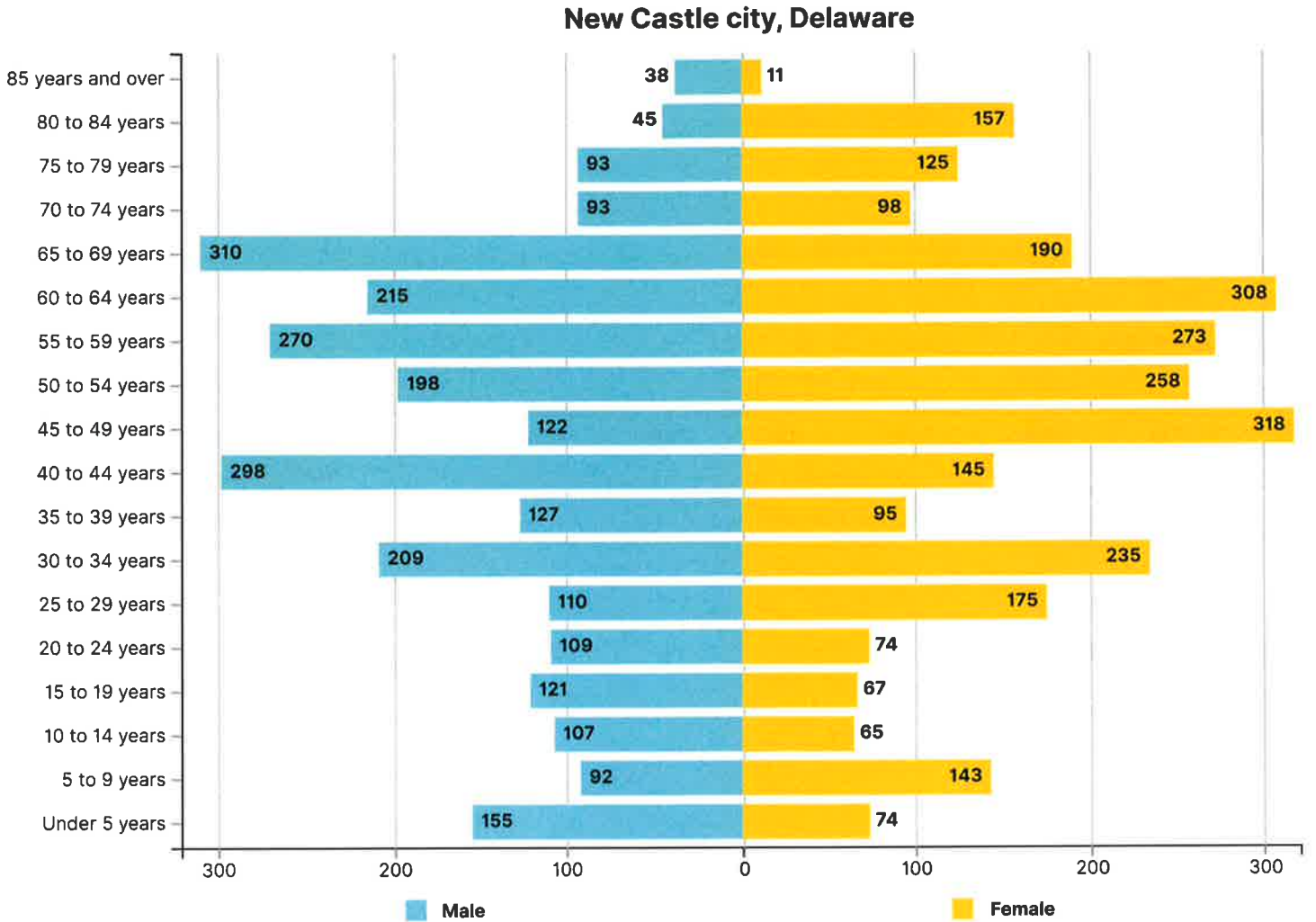
42.0 ± 0.3

Median Age in Delaware

[S0101](#) | 2022 American Community Survey 5-Year Estimates

Population Pyramid: Population by Age and Sex
in New Castle city, Delaware

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S0101 | 2022 ACS 5-Year Estimates Subject Tables

Language Spoken at Home

7.6% ± 3.6%
Language Other Than English Spoken at Home in New Castle city, Delaware

15.8% ± 0.7%
Language Other Than English Spoken at Home in Delaware

S1601 | 2022 American Community Survey 5-Year Estimates

Types of Language Spoken at Home

in New Castle city, Delaware

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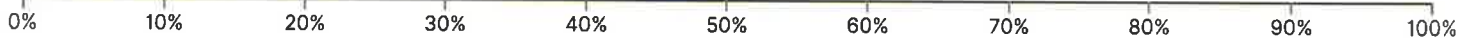
English only - 92.4%

Spanish - 4.8%

Other Indo-European languages - 2.5%

Asian and Pacific Islander languages - 0.3%

Other languages - 0.0%



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[S1601](#) | 2022 American Community Survey 5-Year Estimates

Native and Foreign-Born

6.3% ± 3.4%

Foreign-Born population in New Castle city, Delaware

11.2% ± 0.6%

Foreign-Born population in Delaware

[DP02](#) | 2022 American Community Survey 5-Year Estimates

Foreign-Born Population

in New Castle city, Delaware

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Naturalized U.S. citizen - 59.2%

Not a U.S. citizen - 40.8%



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[DP02](#) | 2022 American Community Survey 5-Year Estimates

Older Population

21.0% ± 4.4%

65 Years and Older in New Castle city, Delaware

21.3% ± 0.1%

65 Years and Older in Delaware

[DP05](#) | 2022 American Community Survey 5-Year Estimates

Older Population by Age

in New Castle city, Delaware

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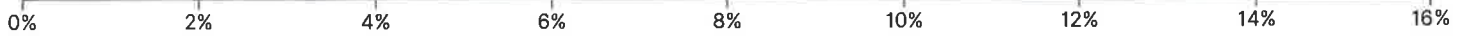
65 to 74 years - 12.5%



75 to 84 years - 7.6%



85 years and over - 0.9%



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[DP05](#) | 2022 American Community Survey 5-Year Estimates

Residential Mobility

1.1% ± 1.0%

Moved From a Different State in the Last Year in New Castle city, Delaware

3.8% ± 0.5%

Moved From a Different State in the Last Year in Delaware

[S0701](#) | 2022 American Community Survey 5-Year Estimates

Residential Mobility in the Last Year

in New Castle city, Delaware

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Moved within the same county - 5.0%

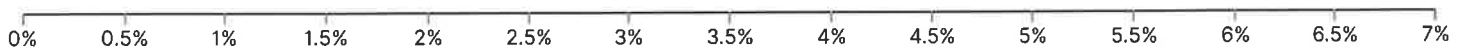


Moved from different county, same state - 0.0%

Moved from a different state - 1.1%



Moved from abroad - 0.0%



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[S0701](#) | 2022 American Community Survey 5-Year Estimates

Veterans

4.8% ± 1.8%

Veterans in New Castle city, Delaware

7.5% ± 0.5%

Veterans in Delaware

[S2101](#) | 2022 American Community Survey 5-Year Estimates

Veterans by Sex

in New Castle city, Delaware

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Male - 92.0%



Female - 8.0%



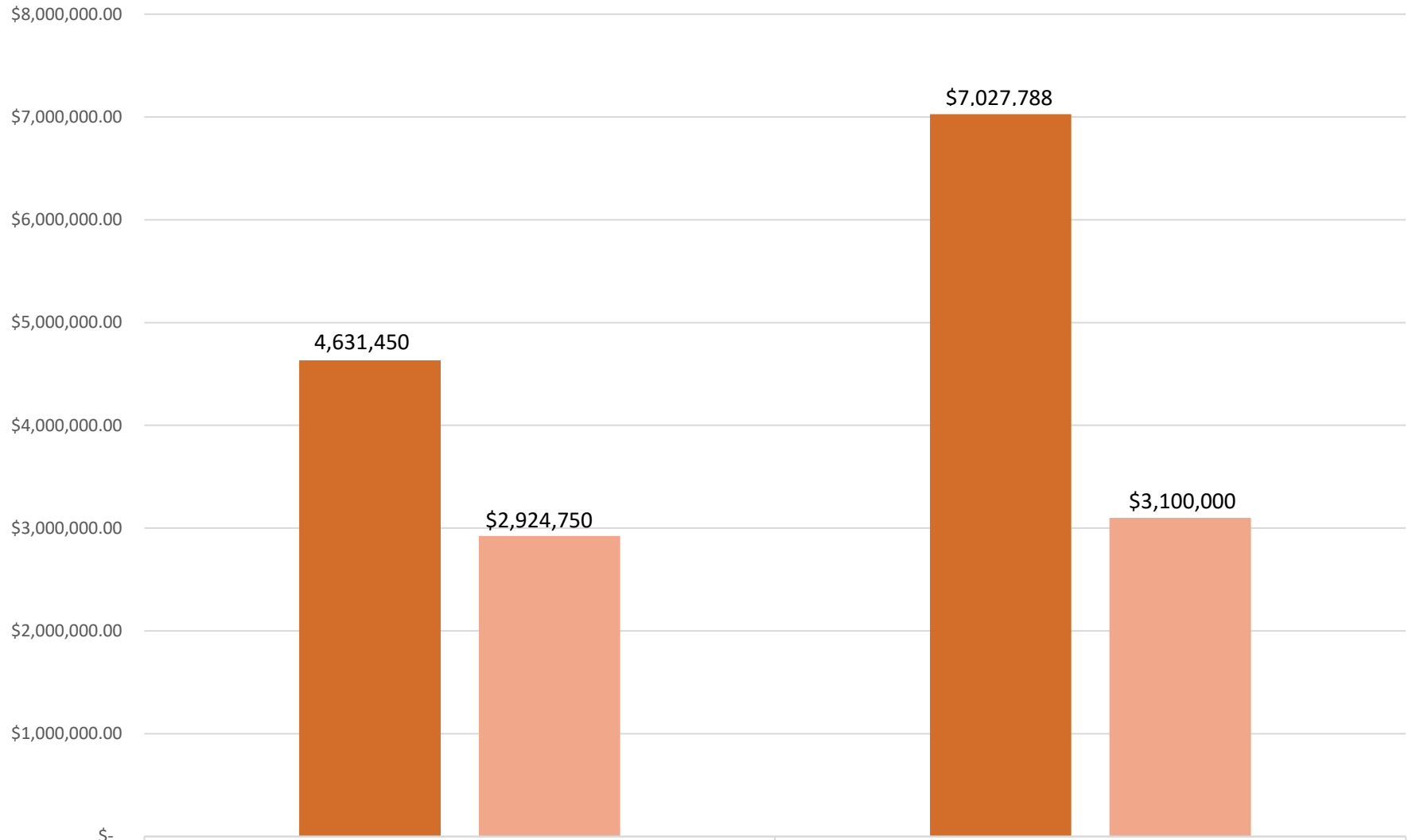
0% 10% 20% 30% 40% 50% 60% 70% 80% 90% 100%

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[S2101](#) | 2022 American Community Survey 5-Year Estimates

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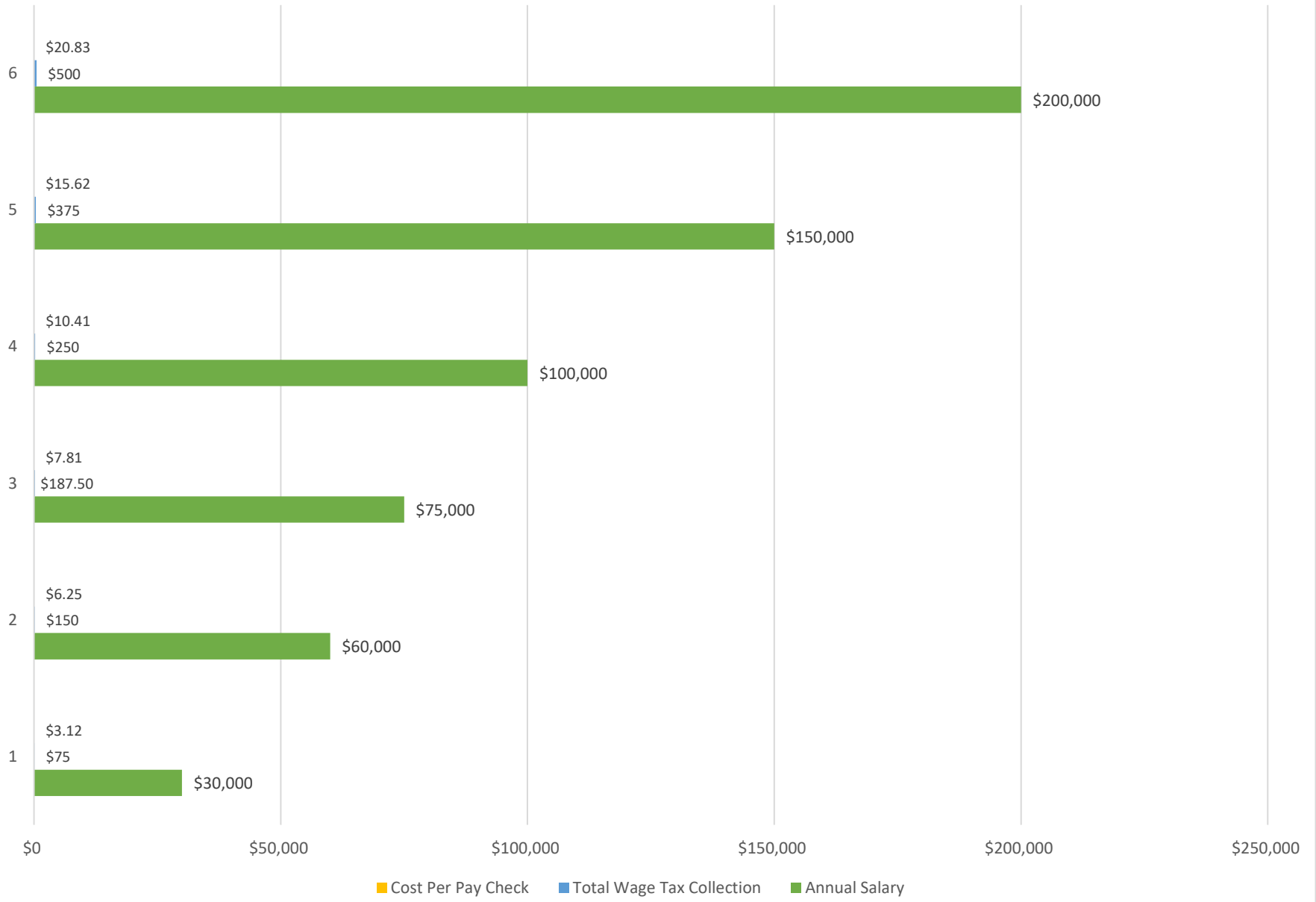
Budget vs. Tax Revenue Comparison



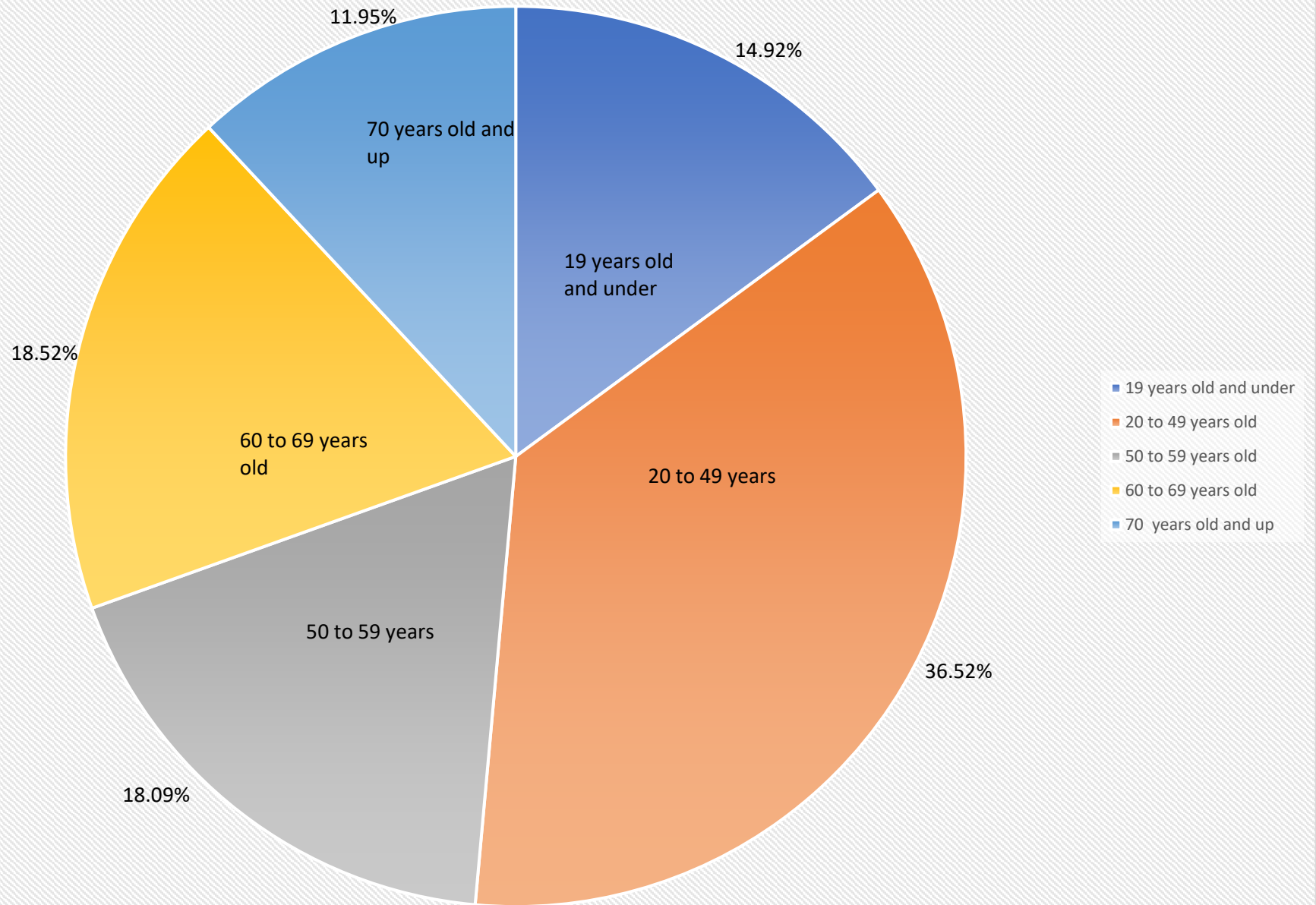
	FY 2010	FY 2025
Total Budget	\$4,631,450.00	\$7,027,788.03
Tax Revenue	\$2,924,750.00	\$3,100,000.00

■ Total Budget ■ Tax Revenue

Sample Annual Salary vs. Annual Wage Tax Collection & Cost per Paycheck



Population



Resolution 2024-47

A Resolution to Re-appoint Gail Seitz to the Flood Resiliency Committee

WHEREAS, the New Castle City Council established the Sea Level Rise Task Force by Resolution 2022-04; and

WHEREAS, Resolution 2023-32 converted that task force to a permanent committee known as the Flood Resiliency Committee; and

WHEREAS, Ms Seitz currently serves on this committee in a term which expires Dec. 31, 2024. She has agreed to be re-appointed.

NOW, THEREFORE BE IT RESOLVED, that the City Council hereby reappoints the following person to the Flood Resiliency Committee:

Gail Seitz – Flood Resiliency Committee – Term Ending December 31, 2027

PASSED this 10th day of December 2024

Suzanne Souder, City Council President

Joseph F. Day, III, Councilperson

Nermin Zubaca, Councilperson

Andrew Zeltt, Councilperson

Brian Mattaway, Councilperson

Attest:

Courtaney Taylor, City Clerk

Resolution 2024-48

A Resolution to Re-appoint Alice Riehl to the Tree Advisory Commission

WHEREAS, the New Castle City Council passed Ordinance 500 to amend and restate Chapter 74 relating to the Tree Commission, and Chapter 210 of the Code of the City of New Castle relating to Street Trees Creating the Tree Advisory Commission; and

WHEREAS, pursuant to §74-1 of the Code, the Tree Advisory Commission shall consist of five members, each serving a three-year term. Two members shall be appointed by the Mayor of New Castle and confirmed by City Council, and three shall be appointed by City Council; and

WHEREAS, Members of the Tree Advisory Commission may serve up to two terms; and

WHEREAS, Members shall be selected on the basis of education, experience, or demonstrated interest in related fields. Members need not be City residents; and

WHEREAS, Ms. Riehl has served one term on the Tree Advisory Commission and is willing to be re-appointed.

NOW, THEREFORE, BE IT RESOLVED that the City Council hereby approves the Mayor’s re-appointment of the following person to serve on the “Tree Advisory Commission to a term which expires Nov. 13, 2027.

Alice Riehl – Tree Advisory Commission – Term expires November 13, 2027

PASSED this 10th day of December 2024

Suzanne Souder, City Council President

Joseph F. Day, III, Councilperson

Nermin Zubaca, Councilperson

Andrew Zeltt, Councilperson

Brian Mattaway, Councilperson

Attest:

Courtaney Taylor, City Clerk

Resolution 2024-49

Resolution 2024-49 A Resolution Approving an Encroachment at 105 The Strand

WHEREAS, Kathleen Curran and Patrick L. Pinnell (the applicant) have applied to the Mayor and Council for a building permit to construct a new dwelling at 105 The Strand, also known as tax parcel number 21-015.00-173; and

WHEREAS, The Historic Area Commission has approved the drawings for the proposed dwelling, and the front steps of the proposed structure will encroach on the right-of-way of The Strand a depth of six feet, plus or minus along a portion of the building, as shown on the attached exhibit; and

WHEREAS, The applicant has agreed to waive any damages for the use of the right-of-way by Mayor and Council, and prior to issuance of a Building Permit shall execute an indemnification agreement.

NOW, THEREFORE, BE IT RESOLVED that the new dwelling at 105 The Strand, also known as tax parcel number 21-015.00-173, and applied for by of Kathleen Curran and Patrick L. Pinnell be approved to construct a new dwelling with an encroachment on the public right of way and provides the Building Official to authorize the issuance of a permit for construction of the front steps on the public right-of-way and issuance of a letter indicating the City’s lack of objection to the structure being built on the public right-of-way.

PASSED this 10th day of December 2024

Suzanne Souder, City Council President

Joseph F. Day, III, Councilperson

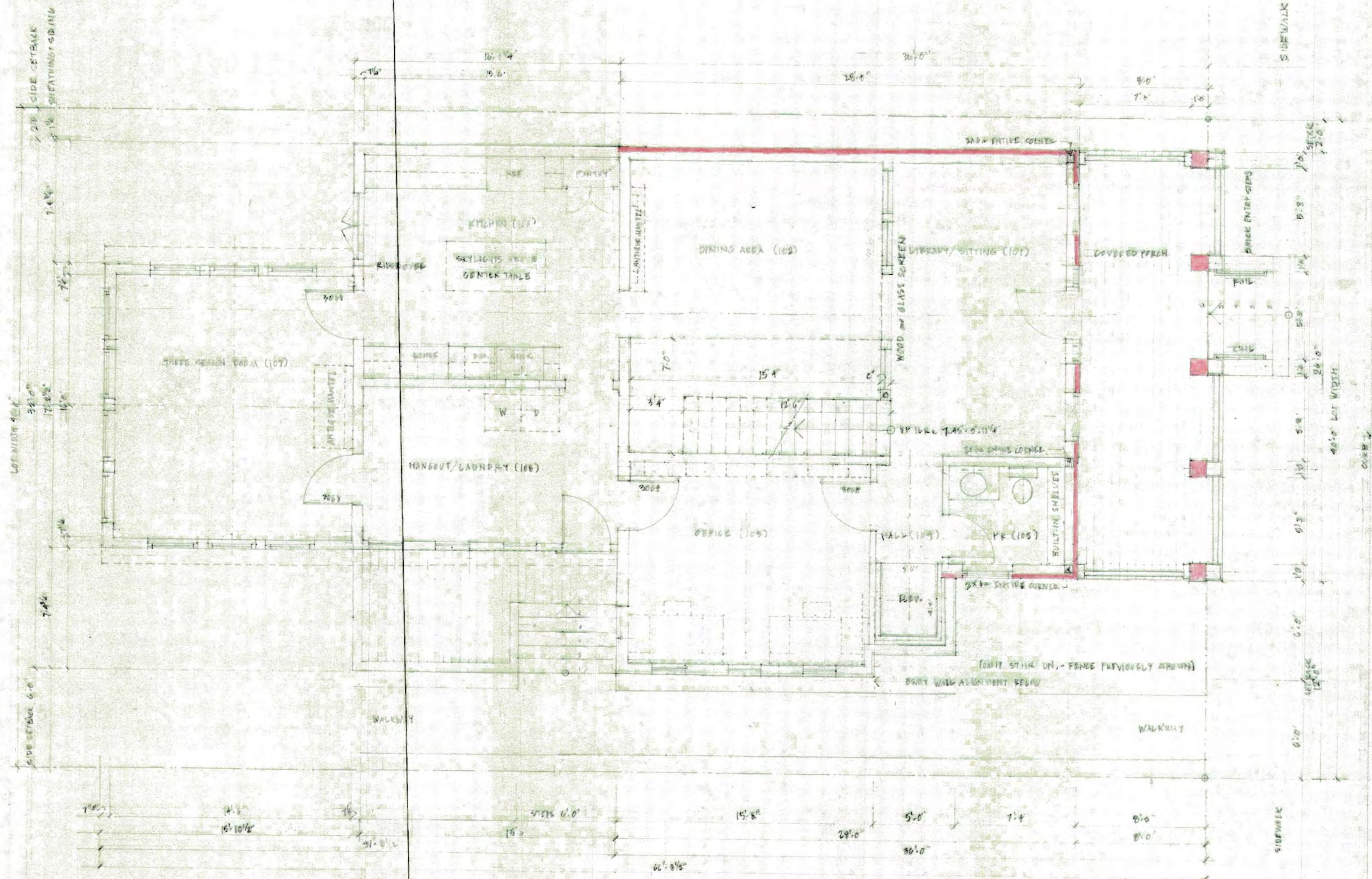
Nermin Zubaca, Councilperson

Andrew Zeltt, Councilperson

Brian Mattaway, Councilperson

Attest:

Courtaney Taylor, City Clerk

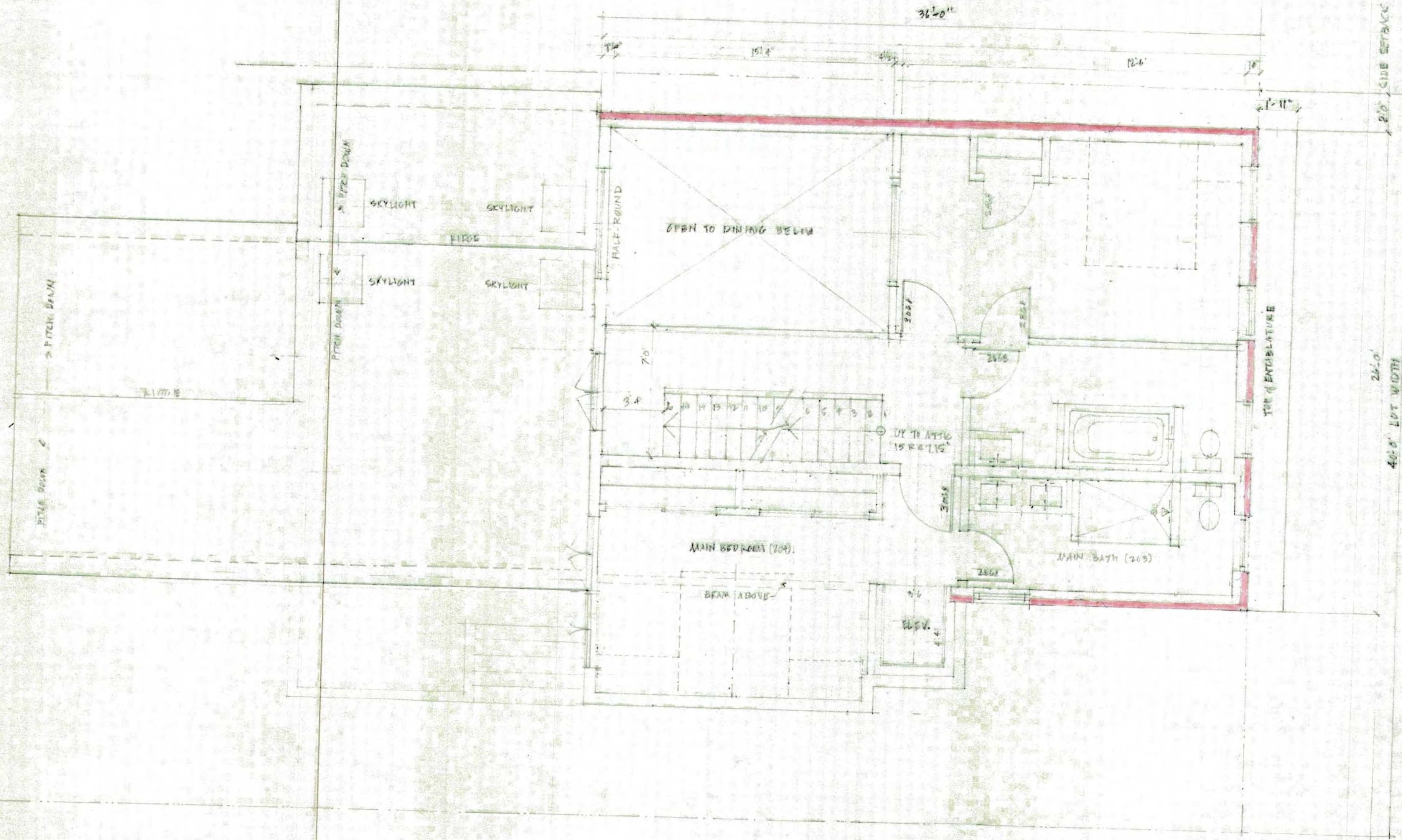


Patrick L. Pinnell FAIA / Architecture & Town Planning LLC
 (Delaware license S5-0019161, NCARB # 77847)
 411 Delaware St. # 1, New Castle DE 19720
 860-508-8217

Curran-Pinnell House
105 The Strand
New Castle DE 19720

Patrick Pinnell



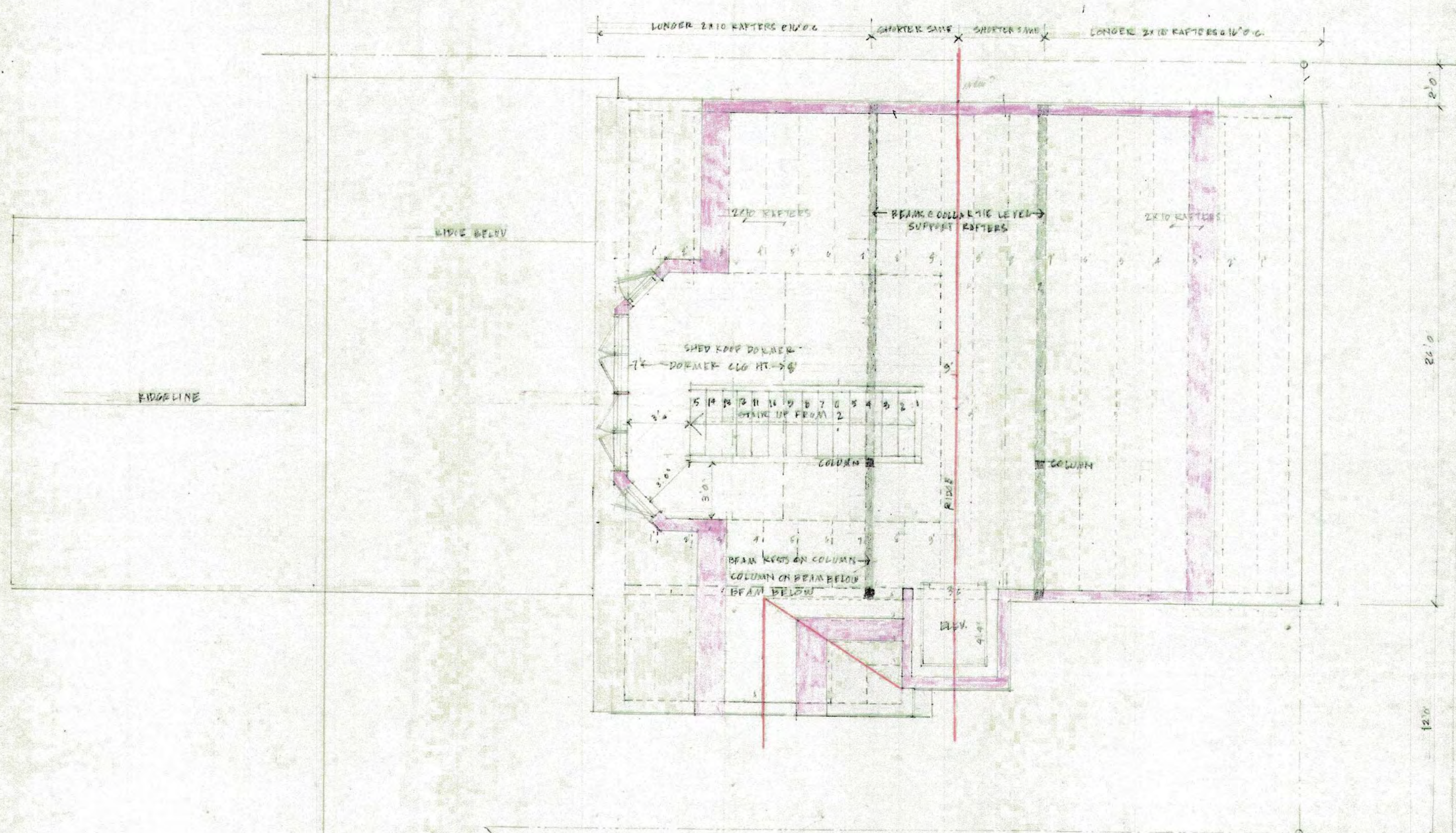


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Curran-Pinnell House
105 The Strand
New Castle DE 19720

Patrick Pinnell





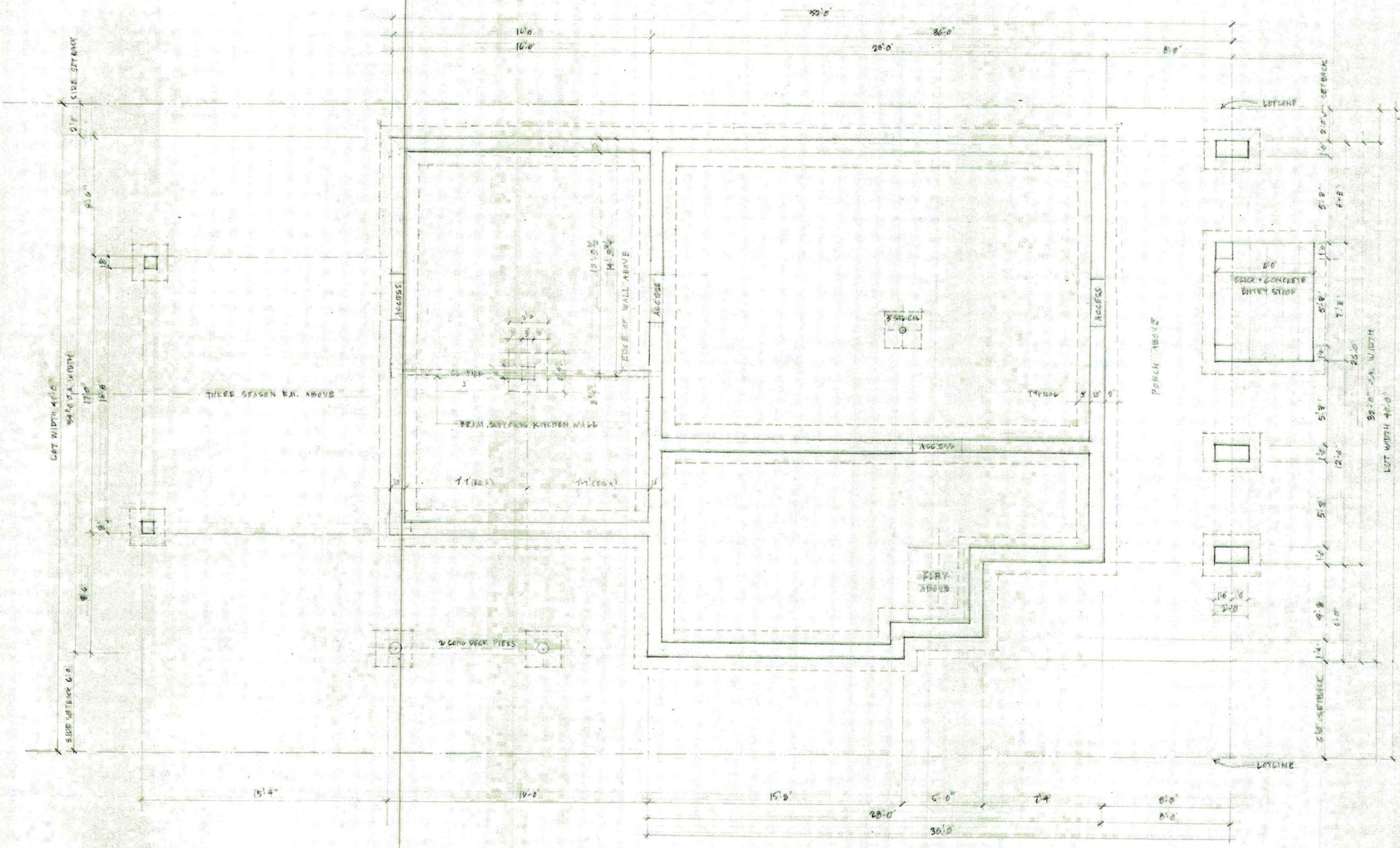
Patrick L. Pinnell FAIA / Architecture & Town Planning LLC
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 860-508-8217

Curran-Pinnell House
105 The Strand
New Castle DE 19720

Patrick Pinnell



A



Patrick L. Pinnell FAIA / Architecture & Town Planning LLC
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 860-508-8217

Curran-Pinnell House
105 The Strand
New Castle DE 19720

Patrick Pinnell



Patrick Pinnell

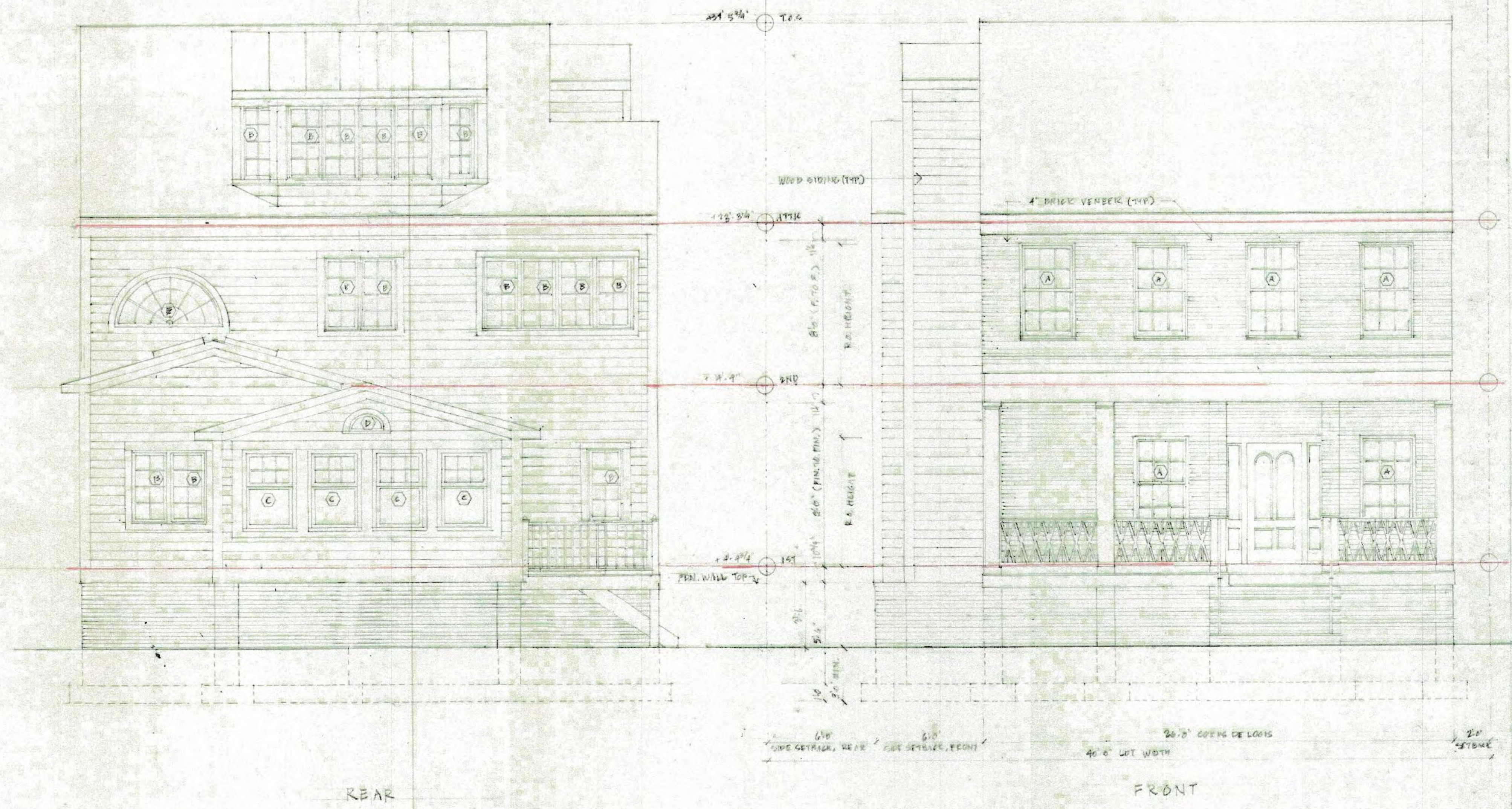


5/11/2004

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411 Delaware St. # 1, New Castle DE 19720
860-508-8217

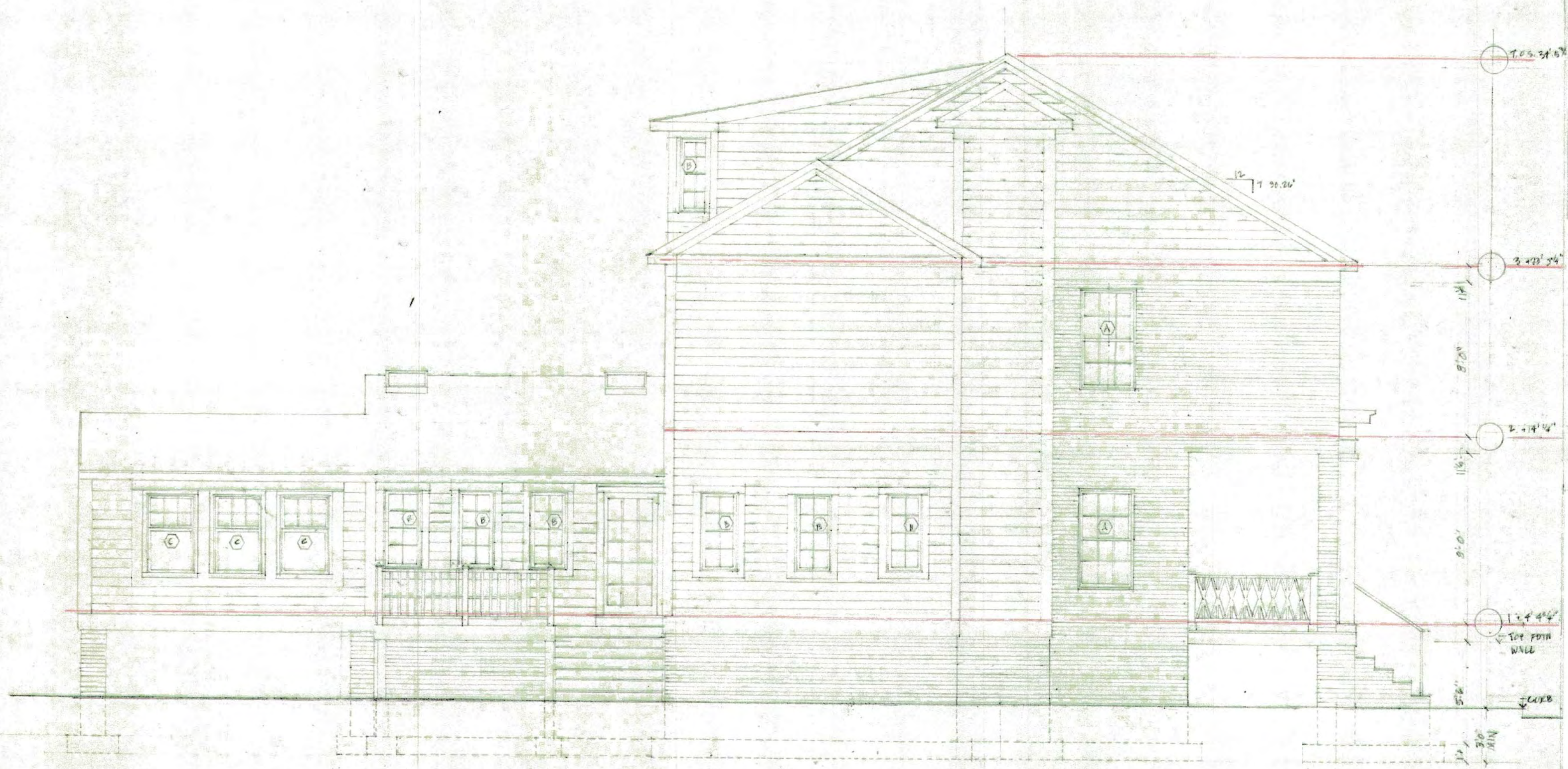
Curran-Pinnell House
105 The Strand
New Castle DE 19720

E1



5/11/2014

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860-508-8217



Curran-Pinnell House
105 The Strand
New Castle DE 19720

Patrick Pinnell



E2

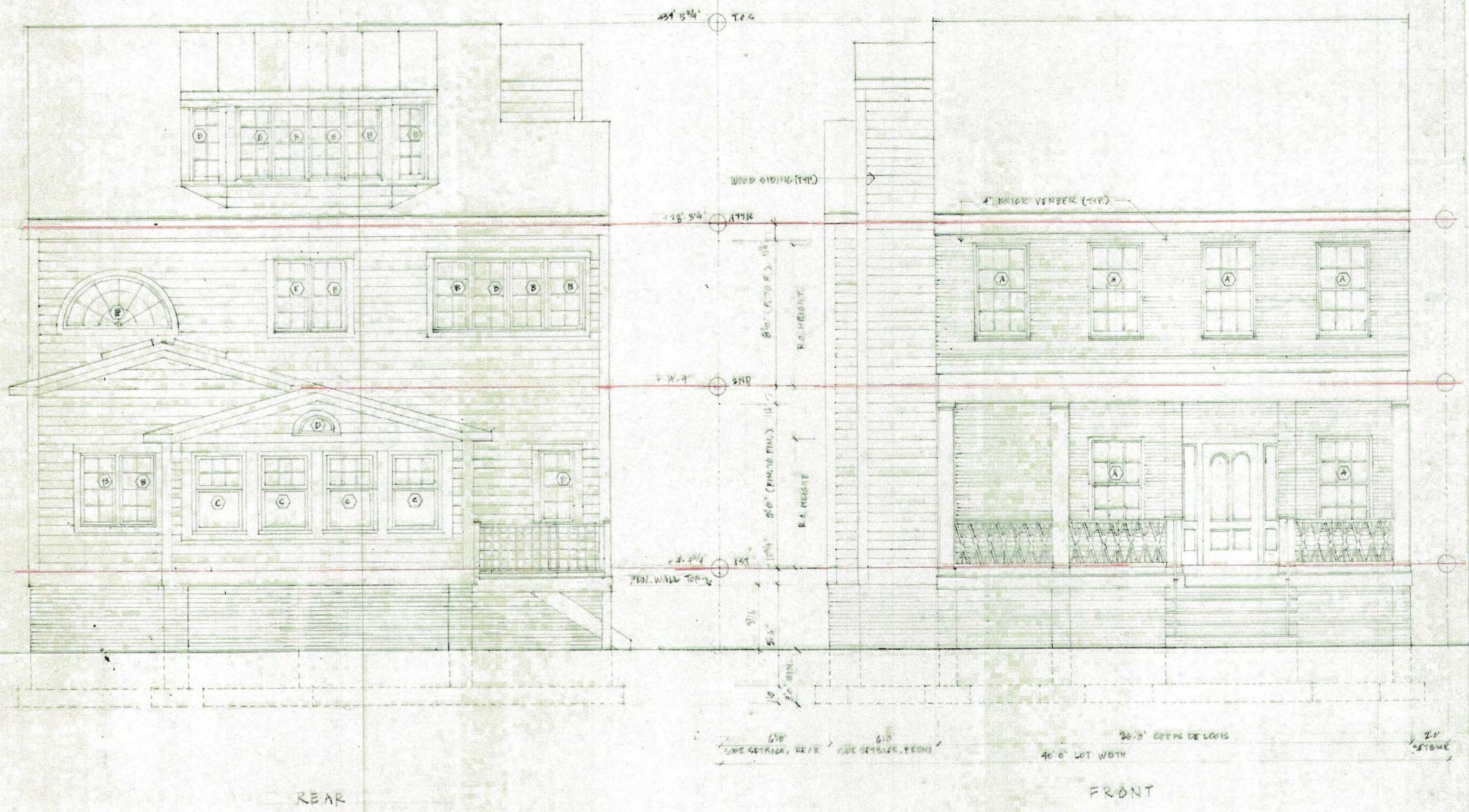
Patrick Pinnell



5/11/2024

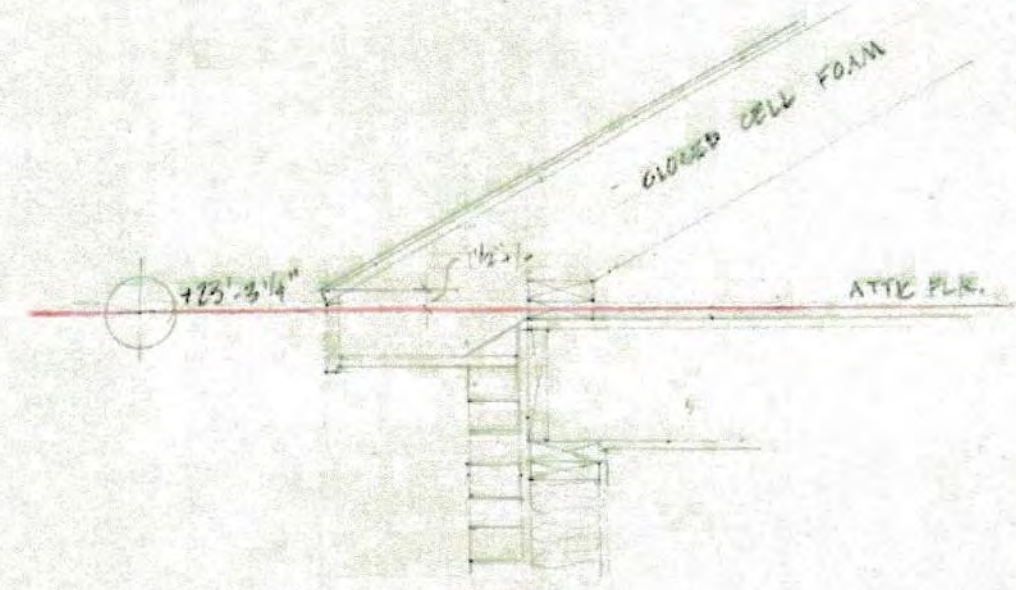
Patrick L. Pinnell FAIA / Architecture & Town Planning LLC
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411 Delaware St. #1, New Castle DE 19720
860-508-8217

Curran-Pinnell House
105 The Strand
New Castle DE 19720

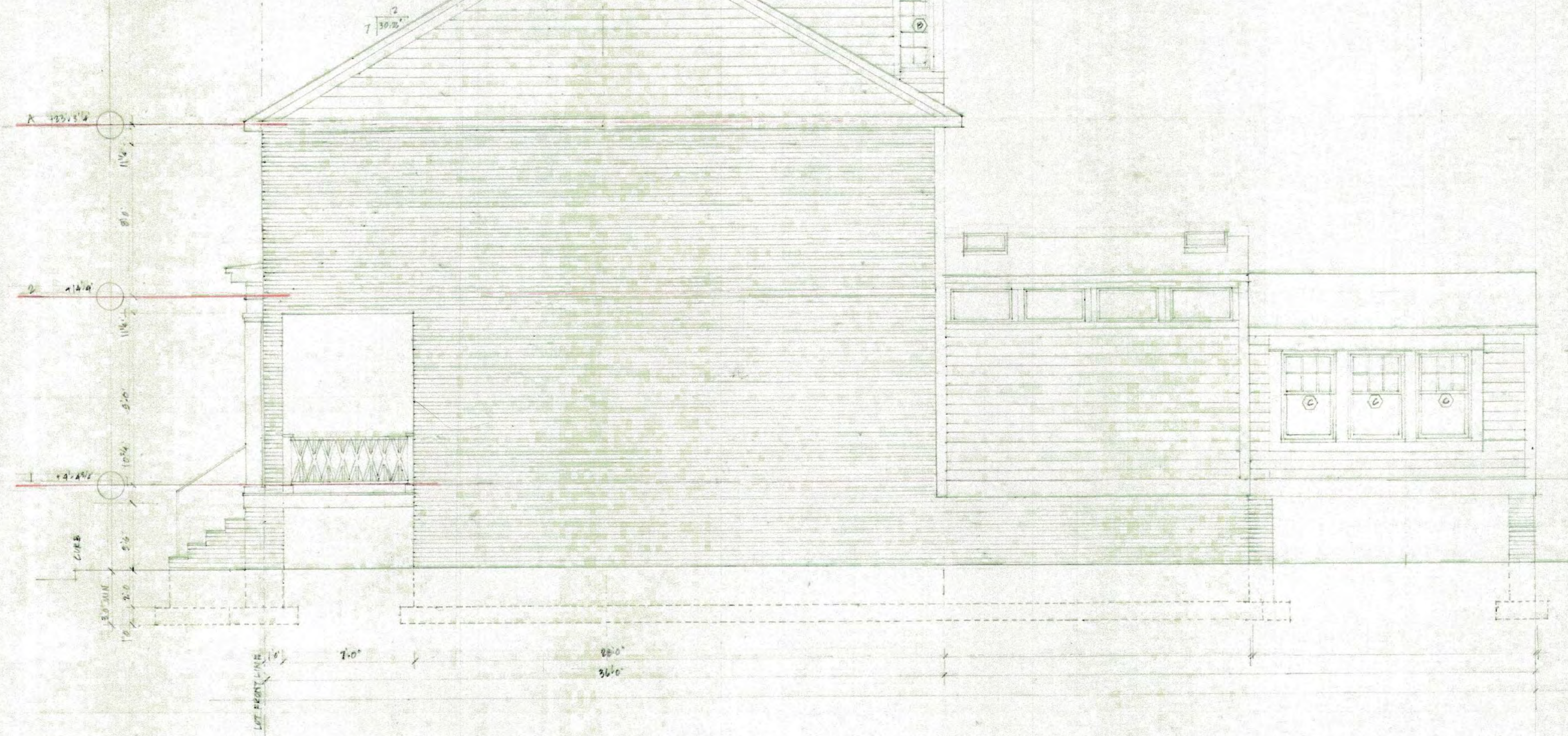


E1

5/11/2014



$10' 2\frac{1}{4}" \times 1\frac{1}{2}" = 23' 4\frac{1}{4}"$
 $7\frac{1}{2}" \times 15' 0" = 11' 11"$
 $24' 5\frac{1}{4}"$



Patrick L. Pinnell FAIA / Architecture & Town Planning LLC
 (Delaware license S5-0019161, NCARB # 77847)
 411 Delaware St. # 1, New Castle DE 19720
 860-508-8217

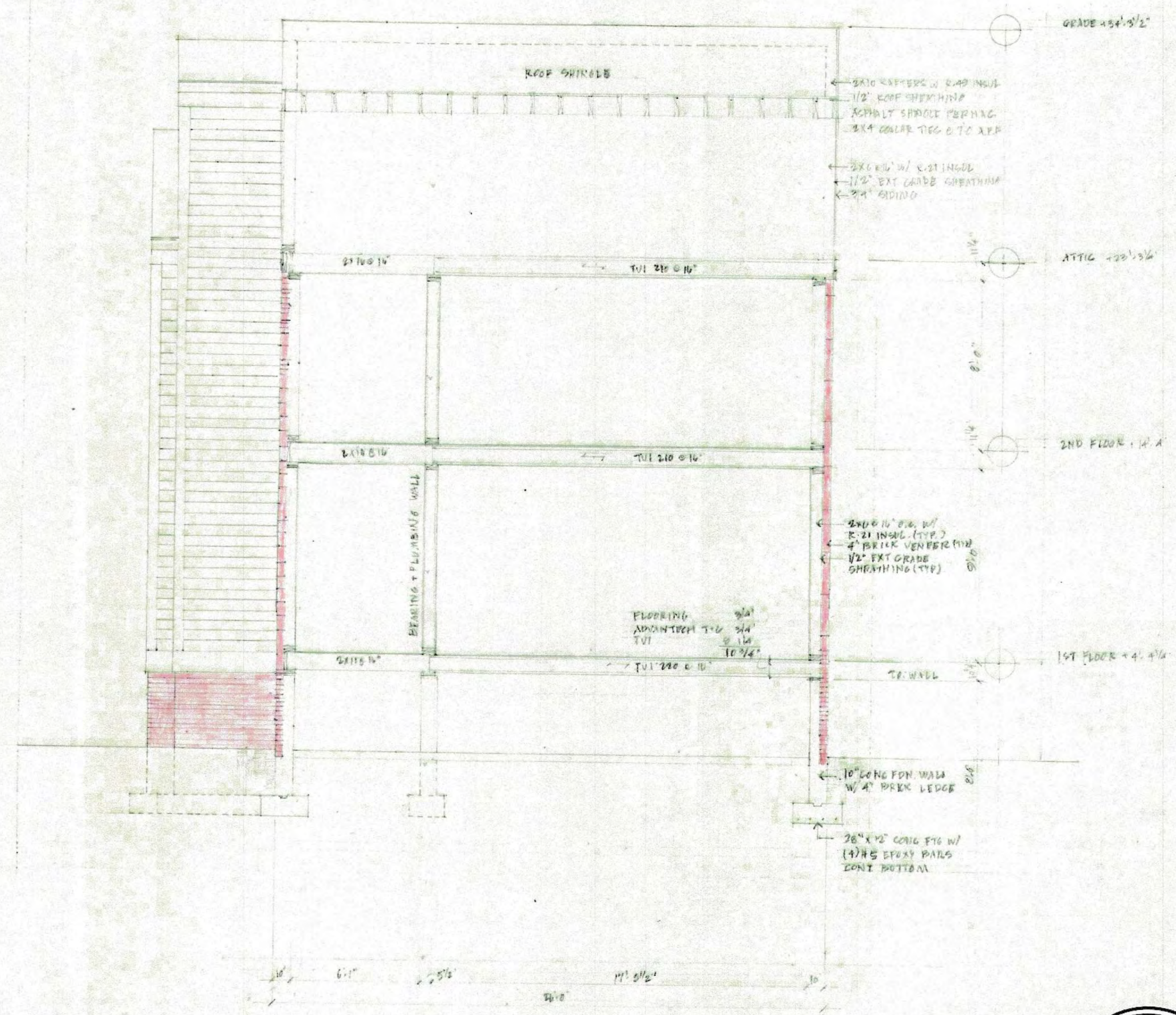
Curran-Pinnell House
 105 The Strand
 New Castle DE 19720

Patrick Pinnell



E3

Patrick L. Pinnell FAIA / Architecture & Town Planning LLC
(Delaware license S5-0019161, NCARB # 77847)
411 Delaware St. # 1, New Castle DE 19720
860-508-8217

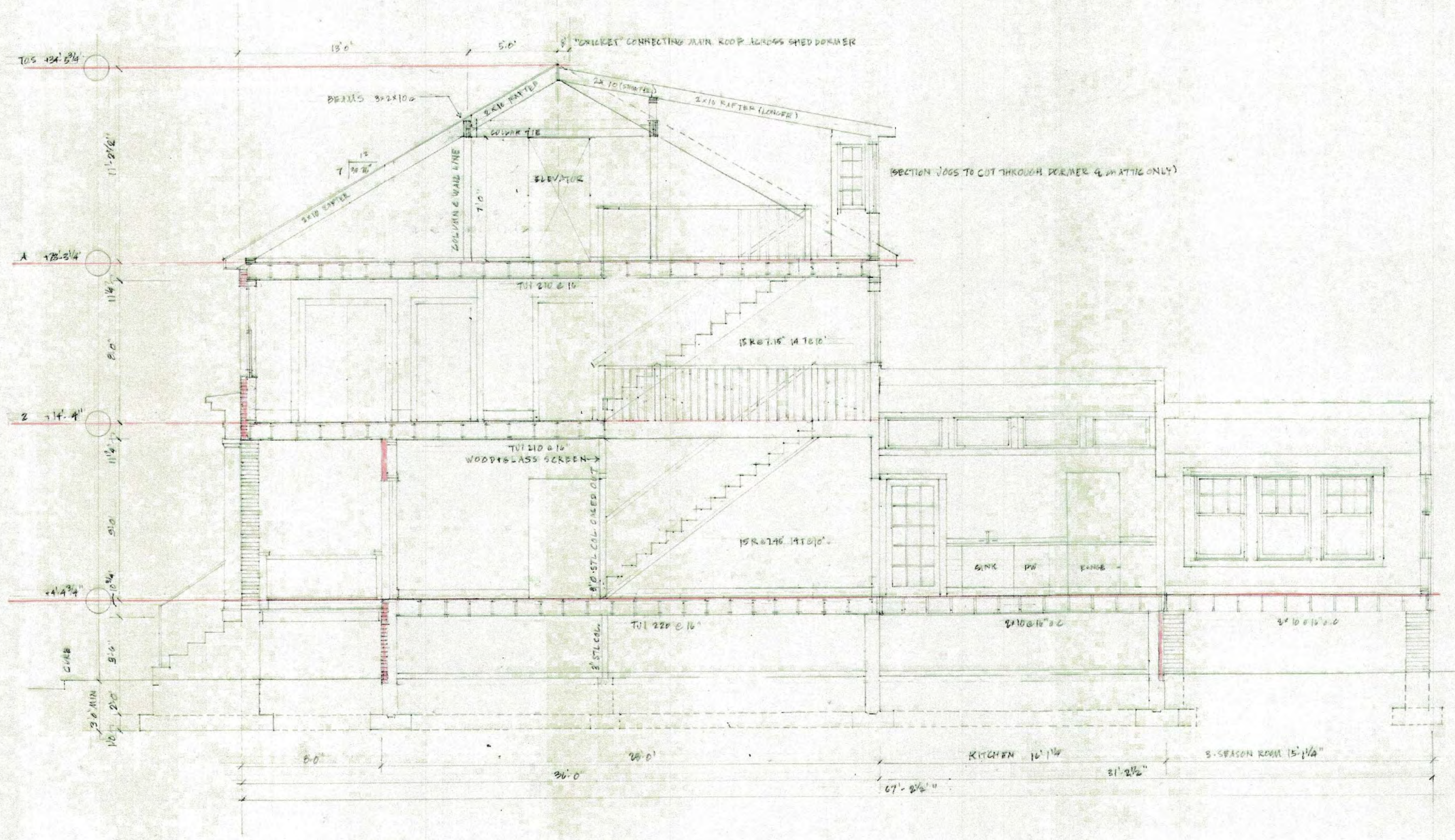


Curran-Pinnell House
105 The Strand
New Castle DE 19720

Patrick Pinnell



Patrick L. Pinnell FAIA / Architecture & Town Planning LLC
(Delaware license S5-0019161, NCARB # 77847)
411 Delaware St. # 1, New Castle DE 19720
860-508-8217

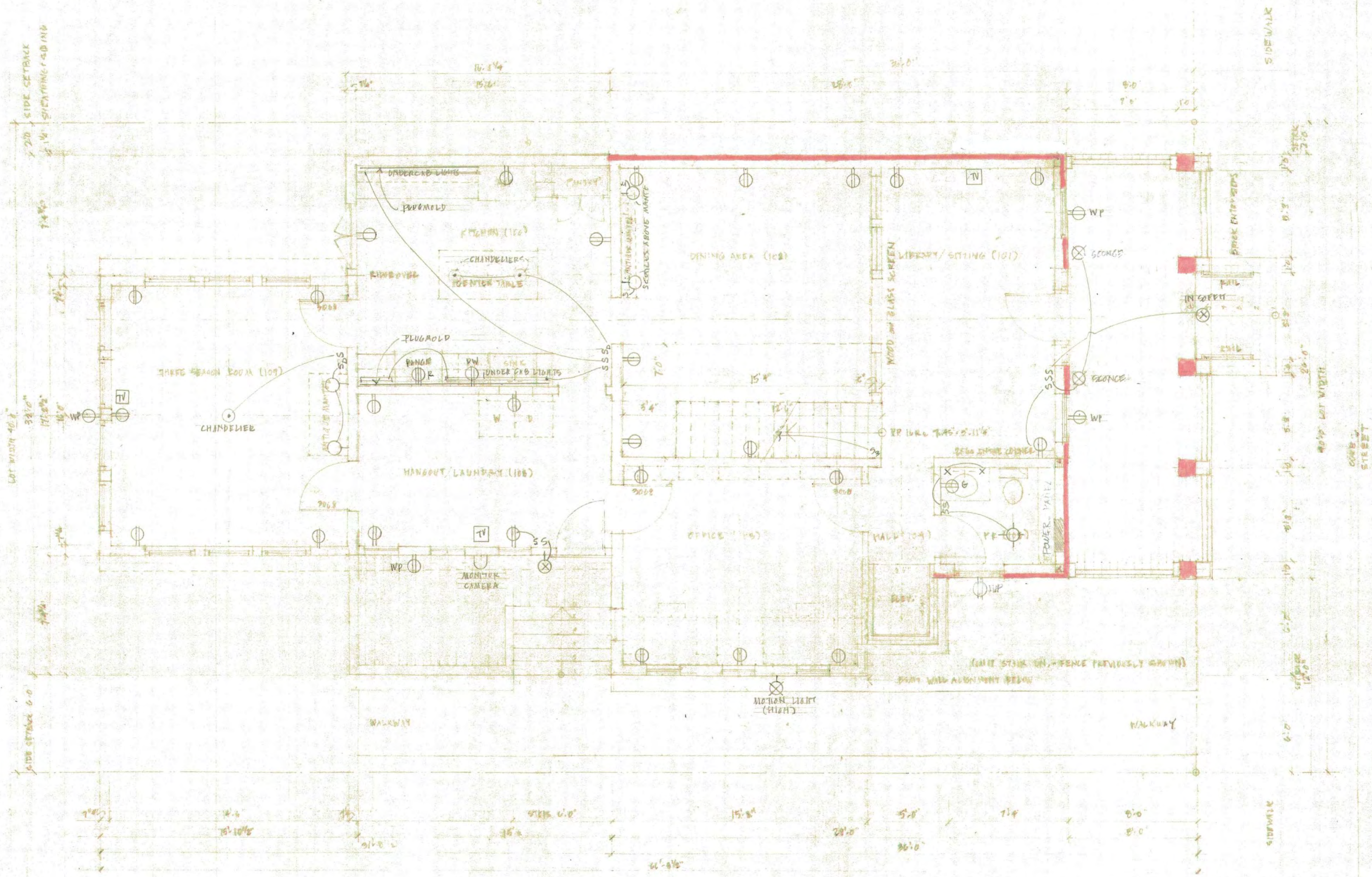


Curran-Pinnell House
105 The Strand
New Castle DE 19720

Patrick Pinnell



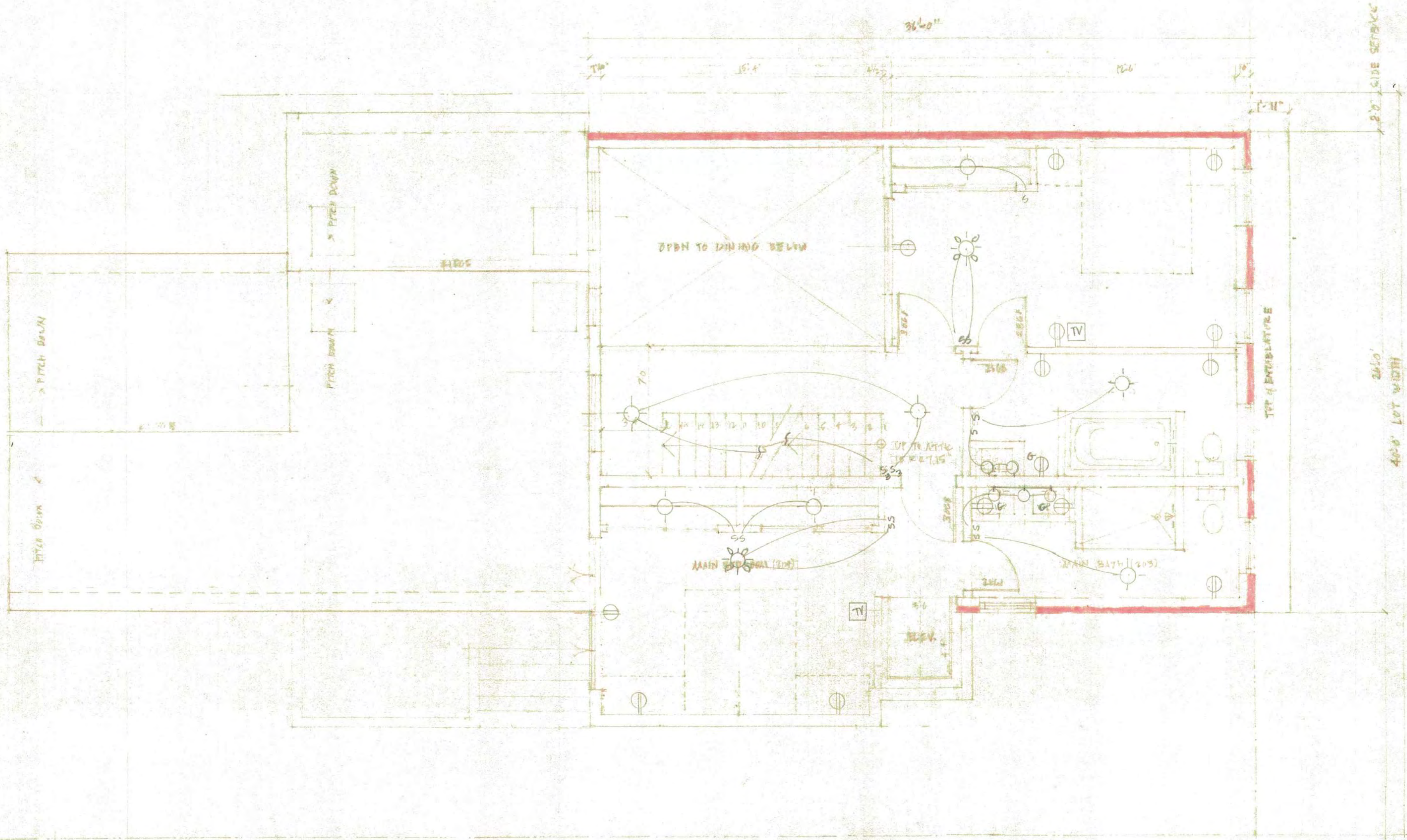
S2



105 THE STRAND

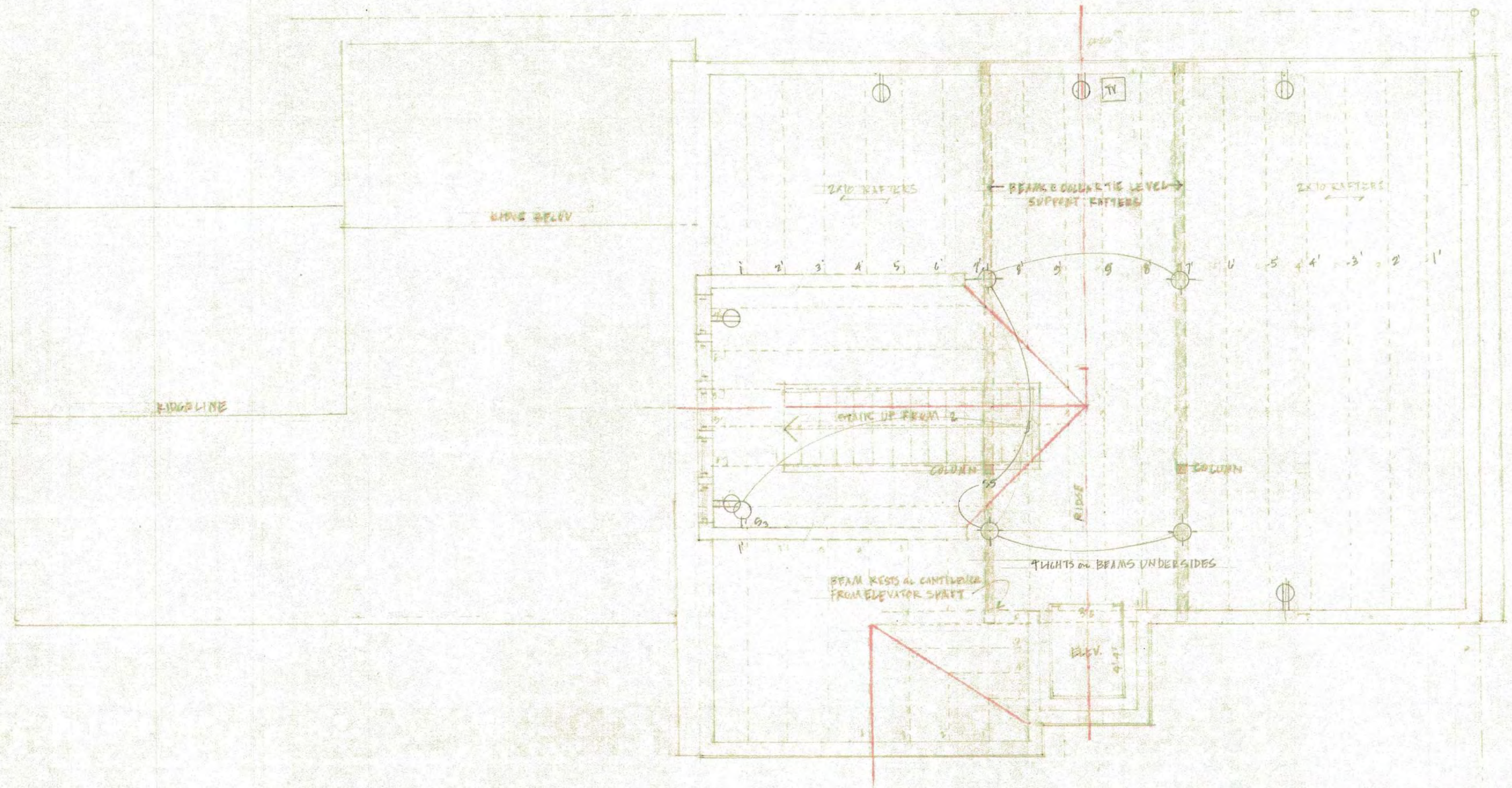
N.B. DRAWINGS DO NOT INCLUDE ELECTRICITY & CONTROLS FOR HVAC SYSTEM(S).

APR 2024
ELECT. & LIGHTING

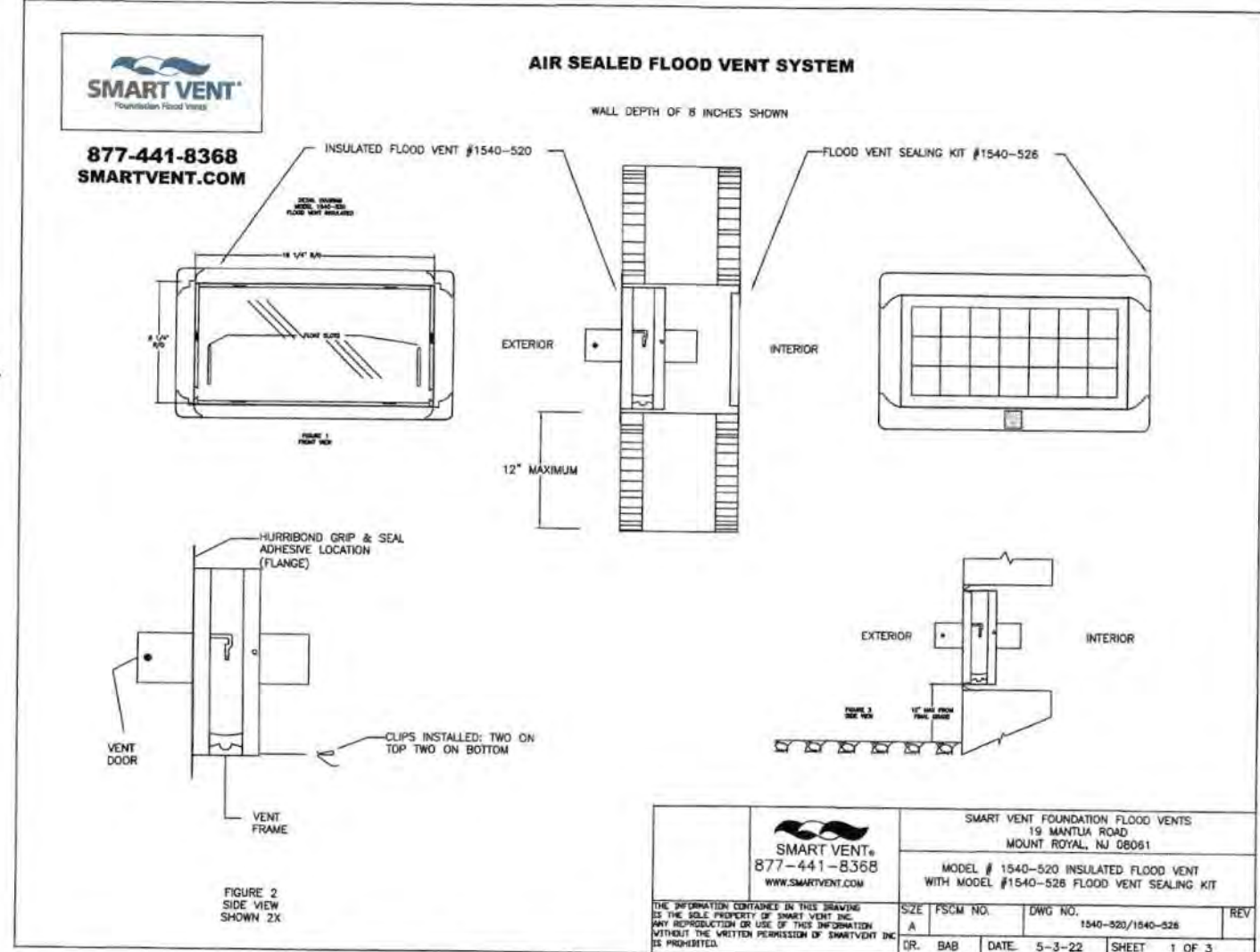
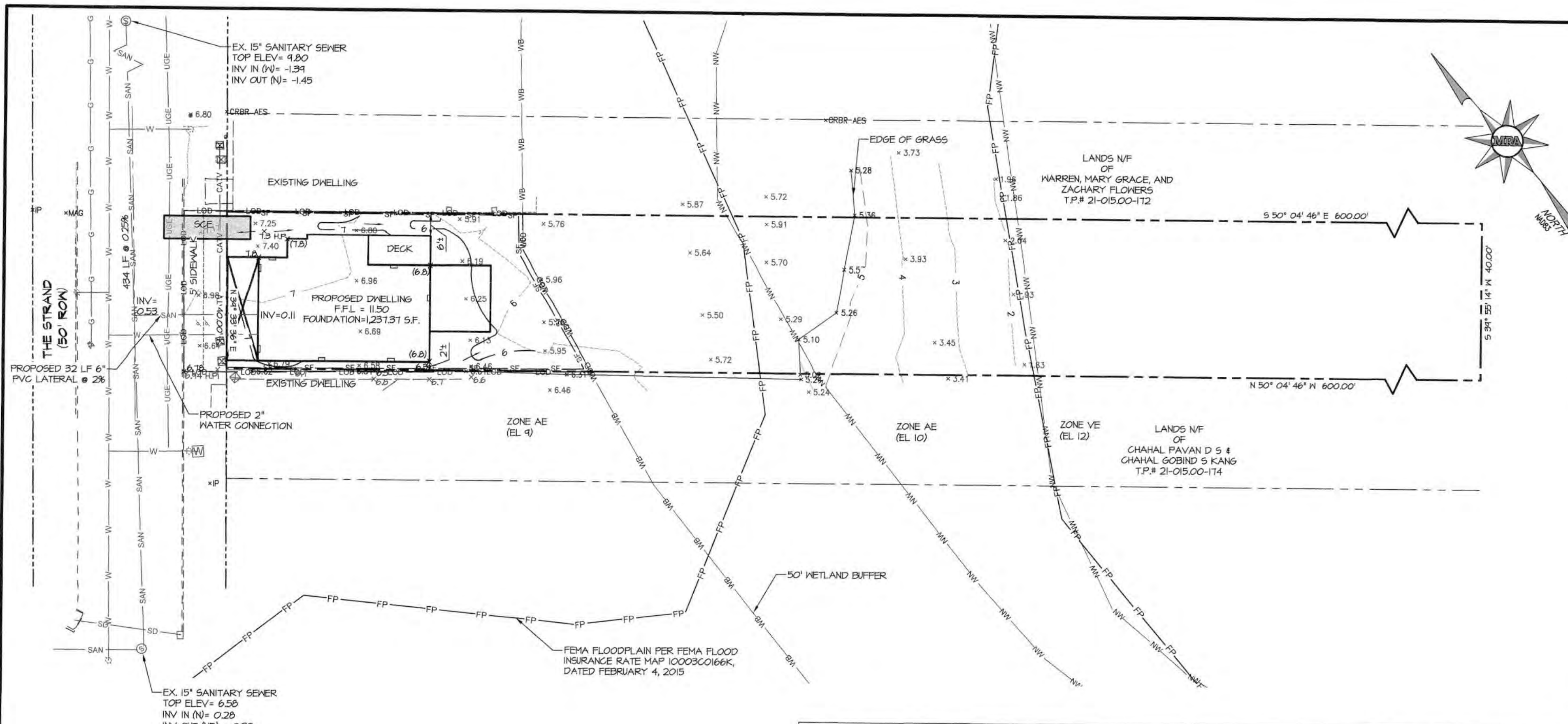


Curran-Pinnell House
 105 The Strand
 New Castle DE 19720

4/1/2024
 ELECT. LIGHTING



* N.B.: MUST BE UPDATED FOR
NEW SHED DORMER



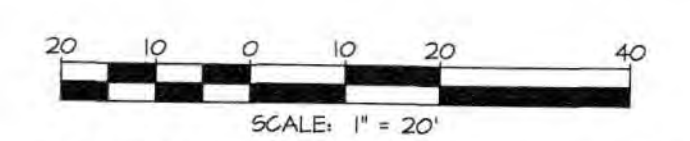
VICINITY MAP
SCALE: 1"=300'

SITE DATA

1. TAX PARCEL NUMBER	21-015-00-113
2. ZONING	21HR (HISTORIC RESIDENTIAL)
3. MICROFILM NUMBER	N/A
4. DEED RECORD NUMBER/PAGE	202200123/0006376
5. VERTICAL DATUM	NAVD'88
6. TOTAL SITE ACERAGE	0.55 AC. ±
7. WATER	PUBLIC
8. SEWER	PUBLIC
9. DWELLING SPECS HOUSING/LOT TYPE	SINGLE FAMILY/RESIDENTIAL
10. OWNER	PATRICK PINNELL AND KATHLEEN CURRAN 411 DELAWARE STREET #1 NEW CASTLE, DE 19720
11. SITE ADDRESS	105 THE STRAND NEW CASTLE, DE 19720
12. PURPOSE OF PLAN	THE PURPOSE OF THIS PLAN IS TO SHOW LINES AND GRADES FOR PROPOSED DWELLING.
13. LIMITS OF DISTURBANCE	0.09 AC. ±
14. SMART VENT TOTAL VENTS PROPOSED	SEE SMART VENT DESIGN ANALYSIS FOR MORE INFORMATION.

LEGEND

---	EXIST. PARCEL BOUNDARY
---	EXIST. CONTOUR
x 6.04	SPOT GRADE
x 4	PROPOSED CONTOUR
x 6.61 AND x 6.61	PROPOSED SPOT GRADE
---	LIMITS OF DISTURBANCE
SF - SF	SILT FENCE
[Symbol]	STABILIZED CONSTRUCTION ENTRANCE
W - W	EXISTING WATER LINE
SAN - SAN	EXISTING SANITARY SEWER
UGE - UGE	EXISTING UNDERGROUND ELECTRIC
CATV	EXISTING CATV LINE
G - G	EXISTING GAS LINE
SD - SD	EXISTING STORM DRAIN
NW - NW	EXISTING WETLAND
WB - WB	EXISTING 50' WETLAND BUFFER
FP - FP	EXISTING FLOODPLAIN
[Symbol]	EXISTING TRANSFORMER
[Symbol]	EXISTING GAS VALVE
[Symbol]	EXISTING CLEANOUT
[Symbol]	EXISTING WATER VALVE
[Symbol]	EXISTING WATER METER
[Symbol]	PROPOSED FLOOD VENT



Standard Detail & Specifications
Stabilized Construction Entrance

Plan

Profile

Section A-A (Std.)

Source: Adapted from VA ESC Handbook
Symbol: SCE
Detail No. DE-ESC-3.47 Sheet 1 of 2 Effective July 2023

Standard Detail & Specifications
Stabilized Construction Entrance

Section A-A (Opt.)

Construction Notes:

- Stone size - Use DE #3 stone.
- Length - As required, but not less than 50 feet (except on a single residence lot where a 30 foot minimum length would apply).
- Thickness - Not less than size (8) inches.
- Width - Ten (10) foot minimum, but not less than the full width at points where ingress or egress occurs.
- Geotextile - Type GS-1 placed over the entire area prior to placing of stone.
- Surface Water - All surface water flowing or diverted toward construction entrances shall be piped across the entrance. If piping is impractical, a mountable berm with 5:1 slopes will be permitted.
- Maintenance - The entrance shall be maintained in a condition which will prevent tracking or flowing of sediment onto public rights-of-way. This may require periodic top dressing with additional stone as conditions demand and repair and/or cleanup of any measures used to trap sediment. All sediment spilled, dropped, or tracked onto public rights-of-way must be removed immediately.
- Washing - Vehicle wheels shall be cleaned to remove sediment prior to entrance onto public rights-of-way. When washing is required, it shall be done on an area stabilized with stone and which drains into an approved sediment trapping device.
- Inspection - Periodic inspection and needed maintenance shall be provided after each rain.

Source: Adapted from VA ESC Handbook
Symbol: SCE
Detail No. DE-ESC-3.47 Sheet 2 of 2 Effective July 2023

Standard Detail & Specifications
Silt Fence

Section

Plan

Source: Adapted from MD Stds. & Specs. for ESC
Symbol: SF
Detail No. DE-ESC-3.1.21 Sheet 1 of 2 Effective July 2023

Standard Detail & Specifications
Silt Fence

Construction Detail

Method for joining continuous sections

Construction Notes:

- Geosynthetic fabric to be fastened securely to fence posts with wire ties or staples.
- When two sections of filter cloth adjoin each other they shall be overlapped by six inches and folded.
- Maintenance shall be performed as needed and material removed when "bulges" develop in the silt fence.

Materials:

- Stakes: Steel (either T or U) or 2" x 2" hardwood
- Geosynthetic fabric: Type GD-1
- Reinforcing strip: Wooden lath or plastic strip

Source: Adapted from MD Stds. & Specs. for ESC
Symbol: SF
Detail No. DE-ESC-3.1.21 Sheet 2 of 2 Effective July 2023

Standard Detail & Specifications
ESC for Minor Development

Plan

LEGEND

- Flow
- Silt Fence
- Sensitive Area Protection
- Stabilized Construction Entrance
- Inlet Protection - Type 1
- Inlet Protection - Type 2

Source: Adapted from IN DNR, "Erosion Control for the Home Builder"
Symbol: SCE
Detail No. DE-ESC-3.7.1 Sheet 1 of 2 Effective July 2023

Standard Detail & Specifications
ESC for Minor Development

Construction Notes:

- Evaluate the Site.
 - Identify Vegetation To Be Saved
 - Protect Tree and Sensitive Areas
- Install Perimeter Erosion And Sediment Controls.
 - Protect downslope areas with vegetative filter strips.
 - Protect downslope areas with silt fence.
 - Restrict all access to stabilized construction entrance to prevent vehicles from tracking mud onto roadways.
 - Install inlet protection on nearby storm drain inlets.
- Prepare the Site for Construction.
- Salvage and Stockpile the Topsoil/Subsoil
- Build the Structure(s) and Install the Utilities.
- Install Downslope Extenders
- Maintain the Control Practices.
 - Maintain all erosion and sediment control practices until construction is completed and the lot is stabilized.
 - Inspect the control practices a minimum of twice a week and after each storm event, making any needed repairs immediately.
- Revegetate the Building Site.
 - Redistribute he stockpiled subsoil and topsoil.
 - Seed or sod bare areas.
 - Mulch newly seeded areas.
- Remove Remaining Temporary Control Measures.

Source: Adapted from IN DNR, "Erosion Control for the Home Builder"
Symbol: SCE
Detail No. DE-ESC-3.7.1 Sheet 2 of 2 Effective July 2023

SMART VENT
877-441-8368
SMARTVENT.COM

INSTALLATION INSTRUCTIONS

- REMOVE VENT DOOR FROM VENT FRAME (TURN UPSIDE DOWN, ROTATE BOTTOM OF DOOR OUTWARD AND SLIDE OUT)
- PREPARE A CLEAN 14.25" WIDE BY 48.25" HIGH ROUGH OPENING (APPROX. 1 BLOCK WIDE X 1 BLOCK HIGH) FOR EACH VENT. ENSURE THE BOTTOM OF THE ROUGH OPENING IS NO MORE THAN 12" ABOVE THE FINISHED GRADE.
- APPLY A BEAD OF HURRICANE GRIP & SEAL OR EQUIVALENT ADHESIVE AROUND THE BACK OF THE FLANGE ON THE VENT FRAME (FIG. 2)
- INSERT INSTALLATION CLIPS INTO THE TWO SLOTS ON THE TOP AND TWO SLOTS ON THE BOTTOM OF THE FRAME.
- THE SHOWN VIEW OF THE CLIPS SHOULD BE ON THE OUTSIDE OF THE VENT FRAME. COMPRESS THE BOTTOM TWO CLIPS AND BEGIN SLIDING THE FRAME INTO THE OPENING. ENSURE THAT THE BOTTOM CLIPS ARE IN THE OPENING BEFORE ALLOW THEM TO DECOMPRESS.
- BOTH THE FRAME VIEW IN THE OPENING, AND THE BOTTOM SPRINGS IN PLACE, COMPRESS THE TOP SPRINGS AND PUSH THE VENT FRAME INTO THE OPENING. COMPLETELY FLUSH THE FRAME IS FLUSH WITH THE WALL.
- RE-CHECK THAT FRAME IS SQUARE AND SLOTS ARE CLEAR OF DEBRIS, AND GASK.
- INSTALL THE DOOR INTO FRAME BY GRIPPING THE BOTTOM OF DOOR (WITH FLAT BAR DOWN) AND FRONT (SMALL SPRING IN FRONT). SLIDE DOOR INTO FRAME AND PULL LEVEL IF NEEDED.
- TO OPEN THE DOOR INSERT TWO CREDIT CARDS INTO THE FLUTE SLOTS AS SHOWN IN THE ORIGINAL. THIS WILL UNLATCH THE DOOR FOR REMOVAL AND CLEANING.

MEETS THE REQUIREMENTS FOR ENGINEERED OPENINGS AS SET FORTH BY: FEMA, VFC, ICC, & IBC
SUPPORTIVE DOCUMENTS: IS-148, HAZOP 92-0023, IEEE 24-14
ICC EVALUATION # ESR-2074

SMART VENT
877-441-8368
SMARTVENT.COM

INSTALLATION INSTRUCTIONS

- PREPARE A CLEAN 14.25" WIDE BY 48.25" HIGH ROUGH OPENING (APPROX. 1 BLOCK WIDE X 1 BLOCK HIGH) FOR EACH FRAME.
- ENSURE THE BOTTOM OF THE ROUGH OPENING IS NO MORE THAN 12" ABOVE THE FINISHED GRADE.
- APPLY A BEAD OF HURRICANE GRIP & SEAL OR EQUIVALENT ADHESIVE AROUND THE BACK OF THE FLANGE ON THE FRAME.
- INSERT THE STAPLES AND FRAME INTO THE ROUGH OPENING. 1342-510 WILL BE INSTALLED INTO THE EXTERIOR OPENING. 1340-510 MUST BE INSTALLED FOR EXTERIOR WALL APPLICATIONS.
- WITH THE FRAME NOW IN THE OPENING, CHECK THAT THE FRAME IS SQUARE AND FRAME ADHESIVE.

MEETS THE REQUIREMENTS FOR ENGINEERED OPENINGS AS SET FORTH BY: FEMA, VFC, ICC, & IBC
SUPPORTIVE DOCUMENTS: IS-148, HAZOP 92-0023, IEEE 24-14
ICC EVALUATION # ESR-2074

SEQUENCE OF CONSTRUCTION

- (APPROXIMATE 4 MONTHS OF CONSTRUCTION)
- INSTALL STABILIZED CONSTRUCTION ENTRANCE, SILT FENCE AND STAKE LOD.
 - CLEAR AND GRUB SITE.
 - INSTALL FOUNDATION AND ROUGH GRADE.
 - FINISH HOUSE CONSTRUCTION.
 - FINAL GRADE, SEED AND STABILIZE.
 - REMOVE EROSION AND SEDIMENT CONTROLS.

MORRIS & RITCHE ASSOCIATES, INC.
ENGINEERS, ARCHITECTS, PLANNERS, SURVEYORS AND LANDSCAPE ARCHITECTS

111 RUTHAR DRIVE
NEWARK, DE 19711
(302) 326-2200
MRAGTA.COM

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MRA

MATTHEW R. BRICKLEY
REGISTERED PROFESSIONAL LAND SURVEYOR
No. 720
DELAWARE

CERTIFICATION OF PLAN ACCURACY

I, MATTHEW R. BRICKLEY, HEREBY CERTIFY THAT I AM A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF DELAWARE. TO THE BEST OF MY KNOWLEDGE AND BELIEF, I CERTIFY THAT THE INFORMATION ON THIS PLAN IS TRUE AND CORRECT TO THE ACCURACY REQUIRED BY ACCEPTED SURVEYING STANDARDS AND PRACTICES. THE PROPOSED CONSTRUCTION AS SHOWN ON THIS PLAN COMPLIES WITH APPLICABLE LAWS AND REGULATIONS.

MATTHEW R. BRICKLEY, PLS #720
DATE: 6/25/24

CERTIFICATION OF OWNERSHIP

I, PATRICK L. PINNELL, HEREBY CERTIFY THAT I AM THE OWNER OF THIS PROPERTY WHICH IS SUBJECT OF THIS PLAN AND THAT THE LAND USE ACTION PROPOSED BY THIS PLAN IS MADE AT MY DIRECTION.

PATRICK L. PINNELL, Patrick Pinnell
PRINT NAME: SIGNATURE: DATE: 6/27/2024

DATE	REVISIONS	JOB NO.:	22784
		SCALE:	1"=20'
		DATE:	6/25/2024
		DRAWN BY:	MLO
		DESIGN BY:	MRB
		REVIEW BY:	MRB
		SHEET:	1 OF 1

RESOLUTION NO. 2024-5

A Resolution to Create City of New Castle Employee, Citizen, and Business Awards for Exemplary Service, Leadership, and Civic Engagement

WHEREAS, pursuant to the Charter of the City of New Castle, Section 11 (aa), the City Council shall “exercise all municipal powers necessary to the proper administration of the municipal government, and for the wellbeing of the inhabitants” of the City of New Castle; and

WHEREAS, the City Council recognizes and acknowledges that many employees of the City of New Castle go above and beyond their employment duties to provide exemplary service and selfless leadership to the City which results in the betterment of the City for all residents, visitors, and stakeholders; and

WHEREAS, the City Council recognizes and acknowledges that it has civic minded and accomplished residents who, through their actions, words and deeds, further the legacy and inherited tradition of the City, and who play an intricate part in enhancing the quality of life of the City’s citizens by volunteering on subcommittees, managing community events and initiatives, and other contributions to the building of community and our society through their professional and service-minded endeavors that support humanity; and

WHEREAS, the City Council recognizes and acknowledges that many businesses in the City have taken up the mantle of being engaged corporate citizens and provide quality services to the community; and

WHEREAS, the City Council believes that formal recognition of such exemplary service and leadership, quality of life efforts, and civic engagement will further serve the wellbeing of the inhabitants of the City of New Castle.


NOW, THEREFORE, BE IT RESOLVED:

1. That there shall be created a “City of New Castle Employee Award,” which may be awarded annually, or as appropriate. The City Council and the Mayor may nominate individuals from which up to two (2) the award recipient(s) may be selected, and such individual(s) may be formally recognized by the City Council and the Mayor at the next regular Council meeting following selection of the award recipient.
2. That there shall be created a “City of New Castle Citizen Unsung Hero Award,” which may be awarded annually, or as appropriate. The City

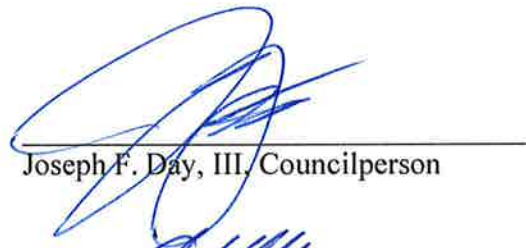
Council and the Mayor may each nominate one individual annually from which the award recipient(s) may be selected, and such individual(s) may be formally recognized by the City Council and the Mayor at the next regular Council meeting following selection of the award recipient.

3. There shall be created a “City of New Castle Business Difference Maker Award,” which may be awarded annually, or as appropriate. The City Council and the Mayor may nominate businesses from which up to two (2) award recipients may be selected, and such businesses shall be formally recognized by the City Council and the Mayor at the next regular Council meeting following selection of the award recipient(s).

PASSED this 13th day of February 2024.



Suzanne Souder, City Council President



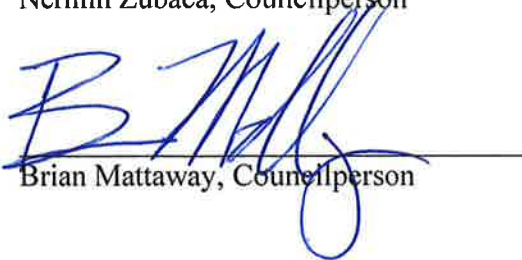
Joseph F. Day, III, Councilperson



Nermin Zubaca, Councilperson

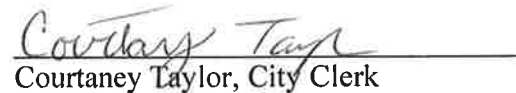


Andrew Zeltt, Councilperson



Brian Mattaway, Councilperson

Attest:



Courtney Taylor, City Clerk