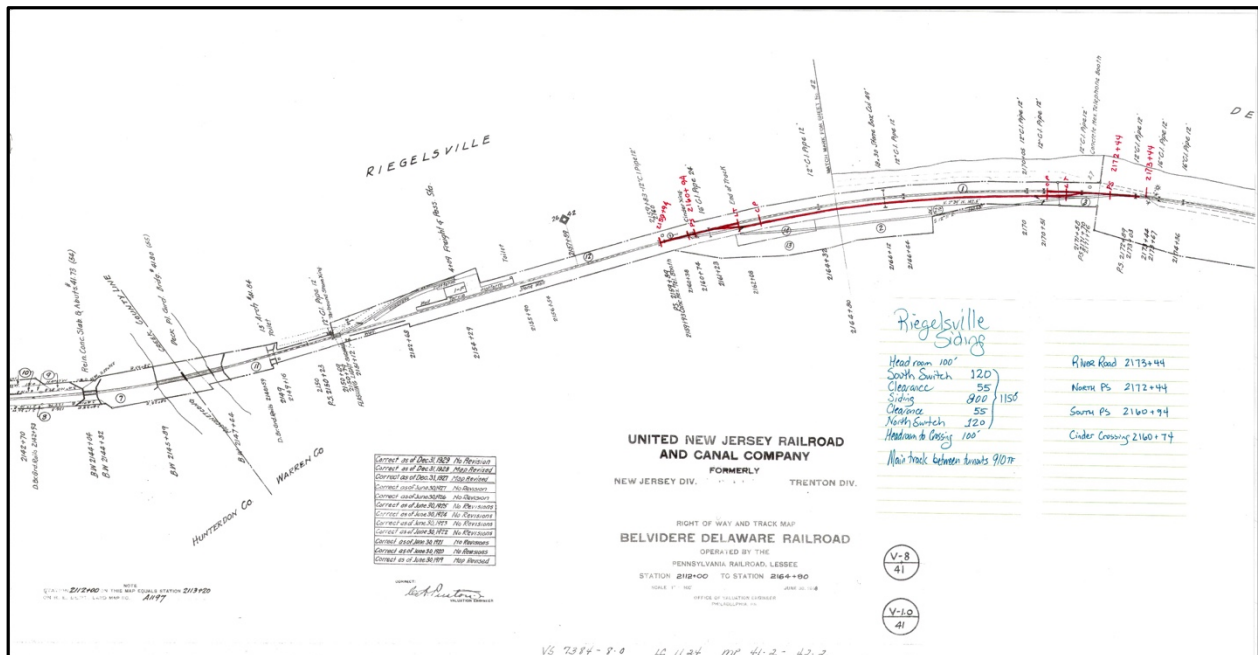


REQUEST FOR PROPOSALS No. 2101 Riegelsville Improvements April 17, 2022

INTRODUCTION

The Belvidere & Delaware River Railway seeks proposals from qualified railroad contractors to furnish labor, materials, equipment, supervision, engineering, financing, and administration for the upgrade of tracks and new side track construction at Riegelsville, New Jersey.



SCOPE OF PROJECT

This project includes three (3) scopes of work which shall be priced separately and should include separate mobilizations. The referenced schedules and attachments are a part of this Request for Proposal (hereafter RFP).

1. Construction of two (2) No. 10 132#RE turnouts and 910 track feet of new side track, plus headroom, as more fully detailed in **Schedule A**.
2. Replacement of approximately 1,000 track feet of wood ties with 1,000 track feet of steel ties, reusing existing 131#RE rail, as more fully detailed in **Schedule B**.
3. Replacement of approximately 400 wood ties and correction of minor line and surface defects, as more fully detailed in **Schedule C**.

PRE-PROPOSAL INSPECTIONS

Inspection of the project limits **are encouraged** and can be arranged by contacting the undersigned in advance.

PROPOSAL FORMAT

Interested parties shall submit separate, best price proposals for completing each of the above listed work, by **email, no later than 5:00PM on Thursday May 5, 2022** to:

KBurenga@gmail.com

CCotty@fastwww.com

JFiorilla@DyerPeterson.com

A hard copy of each proposal shall also be delivered, by hand or express, to the law offices of Dyer and Peterson no later than 3:00PM the following business day:

CAD RFP

c/o John Fiorilla

Dyer & Peterson, P.C.

605 Main Street, Suite 104

Riverton, New Jersey 08077

All proposal shall include unit pricing. Lump sum proposals will NOT be considered.

Proposals shall be in the form of the **RFP2201 Proposal Worksheet**, attached.

Respondents shall include a cover letter with proposal(s) containing:

- A statement that the Respondent has an approved Drug & Alcohol Control Program on file with the FRA.
- Minimum/maximum lead time for procuring materials for each Schedule of work.
- Earliest/latest availability to start each Schedule of work.
- Any deviation from Project specifications.
- Any significant alternatives that would lower the cost of the project.
- Any mobilization/demobilization savings which would accrue from performing multiple Schedules of work contiguously.
- The Prohibited Interest language contained in the last item of this RFP.

- Reference to this RFP, all revisions and/or addendums and acceptance of the terms and conditions contained herein. Proposals shall include a work schedule for completing the project with respect to the Schedules and Track Time provided.

The Railroad reserves the right to postpone or delay any of the Schedules of work, reject any and all proposals for any reason, and shall have the right to modify this RFP with appropriate notice.

The Railroad reserves the right to change any items in the Schedules of work by 90% to 150% and Respondents shall consider this when submitting unit pricing.

It is anticipated (but not guaranteed) that each Schedule of work in this RFP will be awarded to a single Contractor.

There is no bid bond required.

The bid opening will not be public.

PROJECT CALENDAR

The Railroad will endeavor to award this work by **May 12, 2022** and it is anticipated that this project will be ready to start immediately.

All construction and work associated with this project shall be completed before **August 31, 2022**.

TRACK TIME

Contractors will be afforded uninterrupted and continuous track time for the duration of the project.

FLAGMAN/WATCHMAN

Where a Flagman/Watchman is required for On-Track Protection, the Railroad will provide one at its sole cost and expense.

WORKSITE ACCESS

Worksite access shall be from Warren County Route 627 to River Road and material may be stockpiled on site adjacent to the work.

TIMETABLE DIRECTION

All directions contained in this RFP are relative to the Main track of the Railroad which runs from North (**Phillipsburg**) to South (**Milford**) and might not correlate with true cardinal directions.

TRACK STANDARDS & SPECIFICATIONS

Except as otherwise noted herein, all work and construction shall be in accordance with the **Black River Railroad System Track Standards and Specification 2020 (Revised 03/31/2020)**, attached hereto and made a part hereof.

ENGINEERING

All benchmarks, distances, offsets, quantities, estimates, and existing conditions are good faith approximations based on historic Railroad information. Interested parties are responsible for confirming any and all information provided herein with field data.

UTILITIES

Contractor shall be responsible for obtaining markout and locating underground utilities before any below grade excavation except for tie replacement.

Contractor shall make note of overhead utilities before construction begins and take any necessary precaution to stay a safe distance from same.

SALVAGE & DISPOSAL

Unless otherwise specified, old ties and timbers shall be properly disposed off site and documentation shall be required when submitting invoices for same.

Unless otherwise specified, old rail and OTM shall be removed from the project site and shall become the property of the Contractor for scrap or salvage disposition.

Notwithstanding other references to salvage and removal of materials, all compromise and insulated joint bars removed from track as part of the project(s) contained in this RFP, shall remain the property of the Railroad and shall be stockpiled on site.

TERMS & CONDITIONS

This project is *not* funded by New Jersey Department of Transportation and SPECIAL TERMS & CONDITIONS *do not* apply.

Prevailing wage provisions do not apply to this project.

Only STANDARD TERMS & CONDITIONS, attached hereto and made a part hereof shall apply to this project.

**STANDARD TERMS & CONDITIONS
for ALL PROJECTS**

1. Qualified Contractors

Contractors shall be qualified to submit proposals for this project by providing a resume of recent projects which are similar in scope and nature, along with references from at least three (3) recent customers, preferably railroads.

Any contractor that has performed work for the Railroad in the past five (5) years shall be deemed as pre-qualified.

In addition, proposals shall include specific credentials for any Railroad Bridge Engineering aspect of this project and shall identify sub-contractors if the design work is not done "in-house."

2. Insurance

Upon award of the work, the Contractor shall obtain and maintain during the duration of the project General Liability insurance from a rated insurance company, with coverage of not less than \$5,000,000 per occurrence/\$10,000,000 aggregate. The Contractor shall also obtain and maintain Comprehensive Automobile insurance with coverage not less than \$1,000,000. Worker's Compensation Insurance shall be maintained at statutory requirements.

Upon award of the work and before construction begins, the Contractor shall provide certificate proof of insurance, with: 1) a minimum ten (10) day notice of cancellation clause, 2) naming the Railroad and the State of New Jersey as additional insured certificate holder, and 3) containing a statement of *No Railroad Exclusions*. Otherwise Grantee shall obtain supplemental or Railroad Protective Liability Insurance in favor of the Railroad.

3. RWP/MW Safety

All onsite employees of the Contractor shall complete a Roadway Worker Protection training program approved by the Railroad before they will be permitted on the work site.

4. Random Drug & Alcohol Control Policy

As part of the Proposal, Respondents shall provide a letter from the Federal Railroad Administration stating that the Respondent has an approved Control of Drug and Alcohol Program on file with the FRA.

5. Project Supervisor/Employee-In-Charge

The Contractor shall designate a single Project Supervisor/Employee-in-Charge (Supervisor) to oversee the entire work contained in each Schedule of this RFP. This individual shall be responsible for On-track Protection, and ensure that work is done safely and according to specifications and plans.

Before work commences for any Schedule, the Supervisor shall meet with a representative of the Railroad for an on-site job briefing to review On-track Protection and the scope of work.

Supervisors must have the ability to communicate with the Railroad by email at the beginning or end of each work day.

In the event that the Supervisor shall change during any Schedule, work shall stop until the replacement Supervisor has met with a representative of the Railroad for an on-site job briefing to review On-track Protection and the scope of work.

The Railroad shall deduct **\$2,000** from final payment for each change of Supervisor within any Schedule.

6. Grade Crossings

Contractor shall provide qualified flagmen for moving on-track equipment across or at public and private grade crossings and when unloading/loading equipment at these locations.

7. Materials

Unless specifically noted, the Railroad is not furnishing any materials as part of this RFP.

8. Buy American

All materials used in this project must meet the pertinent requirements of the Buy American Act (41 U.S.C 83.) Contractor shall provide material certification with each invoice.

9. Monthly Email Invoicing

Chesapeake and Delaware LLC and Black River Railroad System will only process for payment detailed invoices which are sent via email. Invoices for these projects shall be emailed to the undersigned or his designee.

Invoices shall be submitted on a monthly basis, not later than the fifth (5th) business day of the month, for all materials provided/construction performed in the prior calendar month.

Invoices shall be in the same form as the Proposal Worksheet.

10. Guidelines for Invoicing

For the purpose of billing/payment, No. 10 turnouts shall include all of the materials and elements of construction from a point five (5) feet ahead of the Point of Switch (PS) to a point thirty-eight (38) feet beyond the ½" Point of Frog (PF) on both the straight and diverging routes, regardless of rail staggers, joints, or surfacing.

For the purpose of billing/payment, where track construction is quoted in Track Feet (TF), total footage shall be calculated by actual measurement from the centerline of the first tie to the centerline of the last tie, plus 1x the specified tie spacing, and rounded down to the nearest foot, regardless of rail staggers, joints, or surfacing.

For the purpose of billing/payment, where rail is quoted in Track Feet (TF), total footage shall be the actual overall measurement on the shortest string of rail, rounded down to the nearest foot, regardless of rail staggers, joints, or surfacing.

For the purpose of billing/payment, where rail is quoted in Linear Feet (LF), total footage shall be the total of actual overall measurement of each string of rail, rounded down to the nearest foot, regardless of rail staggers, joints, or surfacing.

Billing/payment for Ties and OTM will be based on actual as-built count.

Billing/payment for aggregate will be based on scale tickets.

Billing/payment for a R.L.S.R will be paid on actual track feet surfaced, one-time, regardless of passes.

Billing/payment for R.L.S.R of turnouts will be paid for each turnout, one-time, regardless of passes.

Billing/payment for Lump Sum (LS) items will be based on LS estimate and paid upon completion of each Schedule of work.

11. Change Orders /Purchase Orders

Please note that the Railroad is undertaking this project with strict budget guidelines and Change Orders are *extremely* unlikely after project Purchase Orders are issued.

12. NJ Sales Tax

Please note that this project is exempt from New Jersey Sales Tax. The Railroad will provide a tax exempt certificate upon request.

13. Prohibited Interests

No member, officer, or employee of the Railroad during their tenure with the Railroad or for one year thereafter, shall have any interest, direct or indirect, in this contract or the proceeds thereof. (This wording shall be included in all Proposals and subsequent Contracts or Agreements.)

K.BURENGA

President

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