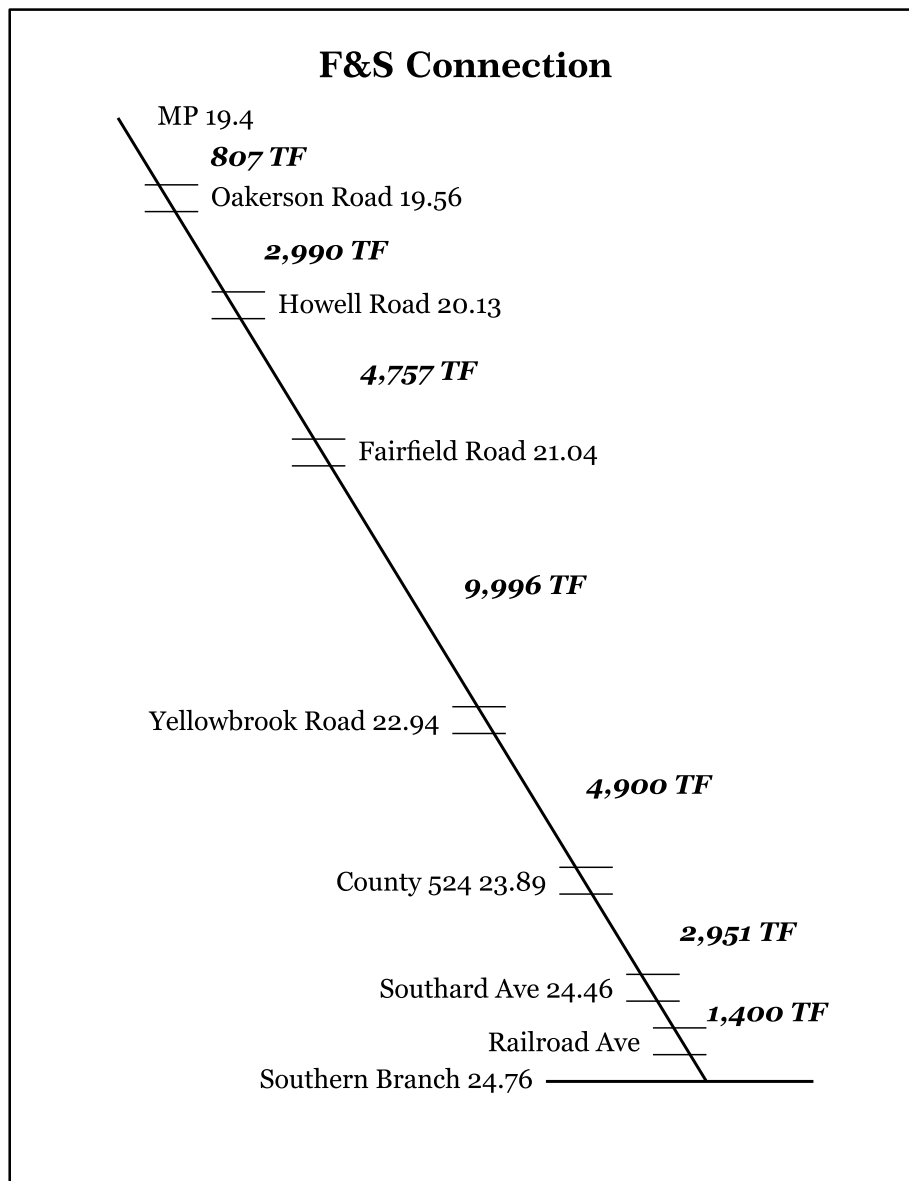


REQUEST FOR PROPOSALS No. 2204
F&S Connection ~ Vegetation Clearing
July 19, 2022

INTRODUCTION

The Delaware & Raritan River Railroad seeks proposals from qualified railroad contractors to furnish labor, materials, equipment, supervision, engineering, financing, and administration for vegetation clearing between Freehold and Farmingdale, NJ.



SCOPE OF PROJECT

This project includes a single scope of work for vegetation clearing, as more fully detailed in **Schedule G**, attached hereto and made a part hereof, divided into six (6) **Sections** of track, each of which shall be priced separately, with one mobilization.

Section 1 ~ MP 19.4 to Oakerson Road 807 T.F.

Section 2 ~ Oakerson Road to Howell Road 2,990 T.F.

Section 3 ~ Howell Road to Fairfield Road 4,757 T.F.

Section 4 ~ Fairfield Road to Yellowbrook Road 9,996 T.F.

Section 5 ~ Yellowbrook Road to County 524/W, Main Street 4,900 T.F.

Section 6 ~ County 524 to Southard Avenue 2,951 T.F.

Section 6A ~ Southard Avenue to Railroad Avenue 1,400 T.F.

PRE-PROPOSAL INSPECTIONS

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

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."

INSURANCE REQUIREMENTS

The Delaware & Raritan River Railroad operates over properties owned by Consolidated Rail Corporation and NJ Transit. **SPECIAL INSURANCE REQUIREMENTS For CONSTRUCTION PROJECTS on the DELAWARE & RARITAN RIVER RAILROAD**, attached hereto and made part hereof, shall apply to this project.

Upon award of the work, the Contractor shall obtain and maintain the required insurance coverage for the duration of the project and shall provide certificate proof of insurance, with a minimum thirty (30) day notice of cancellation clause.

Contractors are requested, but not required, to provide certificate proof of insurance with proposals.

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 August 18, 2022** to:

KBurenga@gmail.com

JFiorilla@DyerPeterson.com

Also, a hard copy of each proposal, postmarked before the aforementioned deadline, shall be delivered by US Mail or Express Carrier to the law offices of Dyer and Peterson no later than 3:00PM the following business day. Hand delivered proposals will not be accepted.

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 **RFP2204 Project Worksheet**, attached.

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

- A statement that the Respondent has an approved Drug & Alcohol Control Program on file with the FRA.
- A statement as to whether some or all of Respondent's employees are subject to a collective bargaining agreement.
- Minimum/maximum lead time for procuring materials for each Schedule or Section of work.
- Earliest/latest availability to start each Schedule or Section of work.
- A work schedule for completing the project with respect to the Schedules or Sections, and Track Time provided.
- 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 or Sections of work contiguously.

- The Prohibited Interest language contained herein.
- Reference to this RFP, all revisions and/or addendums and acceptance of the terms and conditions contained herein.

The Railroad reserves the right to postpone or delay any of the Schedules or Sections 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 unit quantities in the Schedules or Sections of work by 80% to 150% and Respondents shall consider this when submitting unit pricing.

It is anticipated (but not guaranteed) that each Schedule or Section 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.

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.)

MATERIALS

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

BUY AMERICA

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.

NEW JERSEY SALES TAX

This project is exempt from New Jersey Sales Tax. The Railroad will provide a ST-4 tax exempt certificate upon request.

PROJECT CALENDAR

The Railroad will endeavor to award this work by **September 1, 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 **March 1, 2023**, with not less than fifty percent (50%) of the work to be completed by **November 23, 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 the public crossings listed in the Scope of Project.

TIMETABLE DIRECTION

All directions contained in this RFP are relative to the Main track of the Railroad which runs from North (**Freehold**) to South (**Farmingdale**) 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

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

This project is funded by New Jersey Department of Transportation and SPECIAL TERMS & CONDITIONS, attached hereto and made a part hereof, shall also apply to this project.

K.BURENGA

President

Phone 833-752-1849 Extension 704

Email: KBurenga@gmail.com

**STANDARD TERMS & CONDITIONS
for ALL PROJECTS**

1. Contractor Indemnification

Upon acceptance of a Purchase Order for some or all of the work contained in this Request for Proposal, Contractor releases, discharges, and covenants not to sue, and agrees to indemnify and hold harmless the Railroad, and its officers, trustees, agents and employees, from and against all manner of actions, causes of action, suits, and claims for damages of any kind, including claims arising out of personal injury, death, property damage or other damage or loss, arising or resulting from the work contained herein, including court and attorney's fees in the case a third party files action against the Railroad.

2. 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.

3. 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.

4. 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.

5. 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.

6. 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.

7. 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 1/2" 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.

8. 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.

SPECIAL TERMS & CONDITIONS for PROJECTS WITH PUBLIC FUNDING

This project is being funded in whole or part by the New Jersey Department of Transportation or other public funds and these additional special terms and conditions shall apply:

9. Bid Opening

The bid opening will not be public. The Railroad will review the proposals, prioritize its choices, and send the proposals to the New Jersey Department of Transportation for approval. Contractors will only be notified of the results, after NJDOT review.

10. Performance Bond

The Contractor shall provide a performance and payment bond upon award of the contract in favor of the Railroad in the amount of 100% of the work awarded.

11. Other Approvals

Contractor shall be responsible for identifying and obtaining any permits or approvals required by governing bodies or regulatory agencies, but shall verify the requirement with the Railroad before obtaining same.

12. State Labor Requirements

Contractors shall be required to comply with State Requirements and the provisions contained in Appendix A, Nondiscrimination; Appendix B, Affirmative Action; Appendix C, New Jersey Department of Transportation Code of Ethics for Vendors; and Appendix D, Americans with Disabilities Act, attached hereto.

Prevailing wage rates, as determined by the New Jersey Department of Labor, will apply to this project.

13. Billing Requirements & Payment

Invoice(s) to the Railroad shall include the details required by the New Jersey Department of Transportation, as outlined in the attached memo to the Railroad dated February 28, 2008.

The Contractor shall maintain all financial records and receipts associated with this contract, for a period of three (3) years after final inspection, and shall make these records available to State Inspectors for audit, upon request.

All work shall be subject to final inspection by the Railroad and a representative of New Jersey Department of Transportation.

The Railroad shall pay the Contractor for the project work, in full, within five (5) business days of receiving reimbursement for same from the State of New Jersey.

Please note that the State of New Jersey typically processes and pays invoices in sixty to seventy-five days.

K.BURENGA

President

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**SPECIAL INSURANCE REQUIREMENTS
For CONSTRUCTION PROJECTS on the
DELAWARE & RARITAN RIVER RAILROAD**

(Revised 07/04/22)

Contractor shall procure and maintain, at its sole cost, the types of insurance specified below and provide a Certificate of Insurance before any construction begins, which shall be subject to review by the Named Insureds:

Type of Insurance	Applicable	Per Occurrence Minimum Limits	Annual Aggregate Minimum Limits
Commercial General Liability (“CGL”)	Yes	\$5,000,000	\$5,000,000
Workers’ Compensation	Yes	\$1,000,000	
Commercial Automobile Liability	Yes	\$2,000,000	
Railroad Protective Liability	*	\$3,000,000	\$6,000,000
Pollution Legal Liability	No	\$5,000,000	\$10,000,000
Product Liability	No	\$10,000,000	
Professional Liability	No	\$10,000,000	
FELA	No	\$20,000,000	\$40,000,000

* Not required when CGL has the 50’ RR ROW exclusion removed and noted on certificate.

The following shall be Named Insureds on all insurance coverage specified herein:

- Chesapeake and Delaware LLC**
- Delaware and Raritan River Railroad LLC**
- Consolidated Rail Corporation**
- NJ Transit**
- State of New Jersey**

Notes to insurance requirements

(1) Commercial General Liability (“CGL”) insurance covering liability of Contractor with respect to the Operations to be performed and all obligations assumed by the Contractor. Coverage under this policy shall have limits of liability of not less than Five Million Dollars (\$5,000,000) each occurrence and Five Million Dollars (\$5,000,000) in the annual aggregate, combined single limit, for bodily injury (including disease or death), personal injury and property damage (including loss of use) liability.

Products-completed operations, ongoing operations, independent contractors, and contractual liability coverages are to be included, with the contractual exclusion related to construction/demolition activity within fifty (50) feet of the railroad deleted and no exclusions for Explosion/Collapse/ Underground (X-C-U) applicable or added.

In addition, the policy shall include an ISO endorsement Form CG 24 17 10 01 or its equivalent providing contractual liability coverage for railroads listed as additional insureds. Coverage for such additional insureds shall be primary and non-contributory with respect to any other insurance

or self-insurance the additional insureds may carry. Such coverage may be provided by a combination of a primary CGL policy and a following form excess or umbrella liability. The liability policy(ies) shall not include any exclusions for “action over claims” (insured vs. insured).

(2) Workers’ Compensation insurance complying with the requirements of the statutes of the jurisdiction(s) in which the Operations will be performed, covering all employees of Contractor with limits of not less than One Million Dollars (\$1,000,000) each accident or illness shall be included.

If any of the employees are considered Rail Employees, then the policy shall include Federal Employers Liability Act (FELA) Insurance with limits no less than Twenty Million Dollars (\$20,000,000) per claim.

In the event the Operations are to be performed on, over, or adjacent to navigable waterways, a U.S. Longshoremen and Harbor Workers' Compensation Act Endorsement and an Outer Continental Lands Act Endorsement are required.

(3) Commercial Automobile Liability insurance providing coverage for all owned, non-owned, and hired automobiles used by Contractor or its subcontractors, with a combined single limit of not less than Two Million Dollars (\$2,000,000).

Coverage shall include bodily injury (including disease or death), personal injury and property damage (including loss of use) liability and cover damages resulted from loading and unloading activities.

In the event Contractor will be transporting and/or disposing of any hazardous material or waste off of the jobsite, a MCS-90 Endorsement is to be added to this policy and the limits of liability are to be increased to Five Million Dollars (\$5,000,000) each occurrence.

(4) Railroad Protective Liability Insurance – In the event the Operations include construction or demolition within 50 feet of the railroad right of way, Contractor shall furnish evidence of Railroad Protective Liability Insurance Policy that, with respect to the Operations the Contractor or any of its subcontractors perform with limits not less than \$3,000,000 single limit bodily injury and/or property damage combined, for damages arising out of bodily injuries to or death of all persons in any one occurrence and for damage to or destruction of property, including the loss of use thereof, in any one occurrence. Such insurance shall be furnished with an aggregate of not less than \$6,000,000 for all damages as a result of more than one occurrence.

(5) Umbrella/Excess Liability insurance shall apply in excess of each of the coverages set forth above, which are to be scheduled as underlying insurance. A combination of CGL and Umbrella/Excess Liability policies will be acceptable to meet the limits specifically required.

(6) When applicable, **Pollution Legal Liability Insurance/Contractors Pollution Liability/Environmental** is required if any hazardous material, handling, transporting, disposing, or performing work or operations with Hazardous Materials, contaminants, waste, toxic materials, or any potential pollutants, or waste is to be transported or disposed off site. Contractor or transporter, as well as the disposal site operator, shall maintain this insurance. Contractor shall designate the disposal site and must provide a certificate of insurance from the disposal facility to Railroad.

(7) When applicable, **Product Liability Insurance** with a limit of not less than Ten Million Dollars (\$10,000,000) for each occurrence, covering bodily injuries and property damage caused by defective products. The policy shall include design defects, manufacturer defects, and marketing defects.

(8) When applicable, **Professional Liability insurance** with a limit of not less than Ten Million Dollars (\$10,000,000) per claim where any Operations involve or include design, architectural, engineering, consulting, or any professional services. If the Operations include software development, systems development, or outsourced systems, the insurance shall include coverage for liability arising from intellectual property infringement, information technology, and software development services. If the Professional Liability insurance is claims-made, the coverage shall remain in place for six (6) years from the expiration of this 2022 Agreement. There shall be no exclusions in coverage for the insured's interest in a Joint Venture or Limited Liability Company or Limited Liability Partnership. There shall be no exclusions in coverage for pollution, mold or asbestos. The policy shall include contractual liability coverage.

K.BURENGA

President

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DELAWARE & RARITAN RIVER R.R.

F&S Connection SCHEDULE 2204G VEGETATION CLEARING



View of F&S Connection right-of-way at Oakerson Road facing east toward Farmingdale showing typical heavy vegetation growth. Track is removed a distance of approximately 100' from public roads, but is otherwise in place.

1. The **Schedule 2204G** workscope includes the clearing of light to heavy vegetation growth on out-of-service Railroad right-of-way from MP 19.4 in Howell to Railroad Avenue in Farmingdale. The project is divided into seven (7) sections:

Section 1 ~ MP 19.4 to Oakerson Road 807 T.F.

Section 2 ~ Oakerson Road to Howell Road 2,990 T.F.

Section 3 ~ Howell Road to Fairfield Road 4,757 T.F.

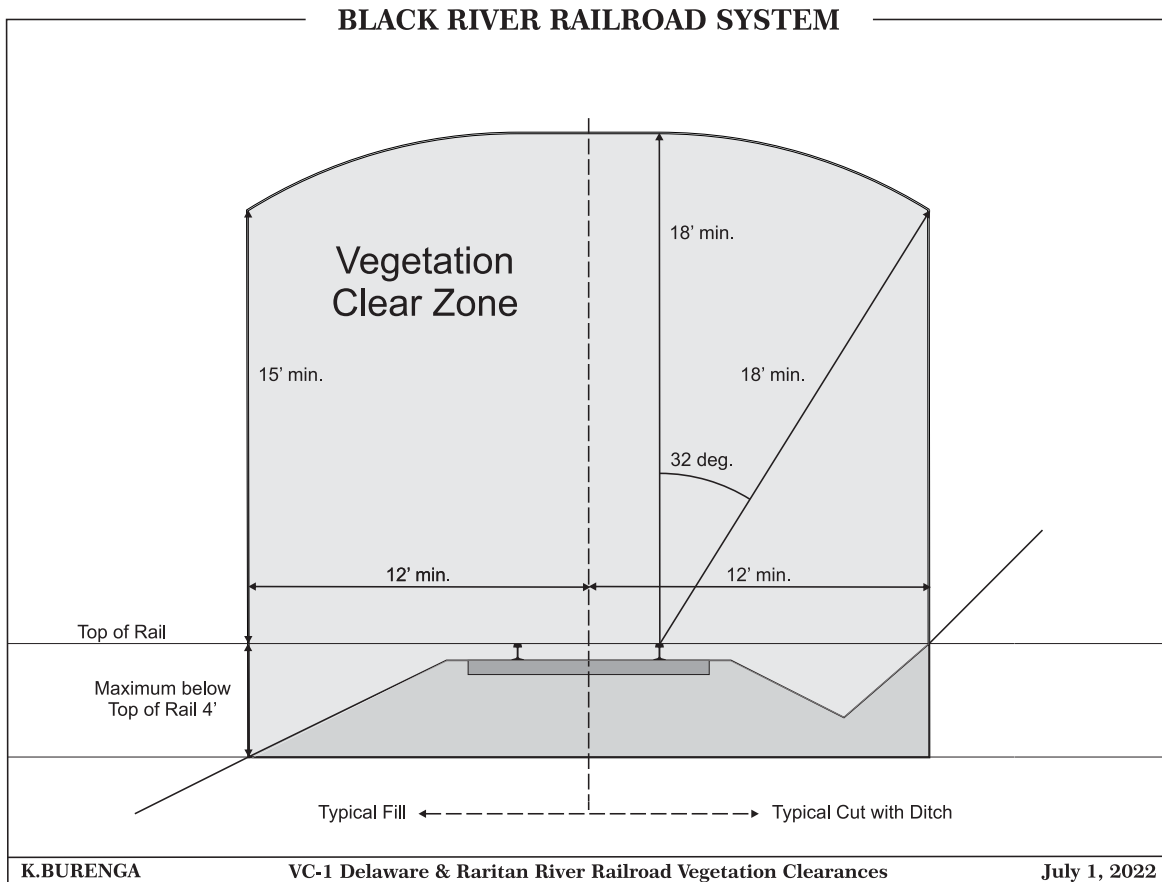
Section 4 ~ Fairfield Road to Yellowbrook Road 9,996 T.F.

Section 5 ~ Yellowbrook Road to County 524/W, Main Street 4,900 T.F.

Section 6 ~ County 524 to Southard Avenue 2,951 T.F.

Section 6A ~ Southard Avenue to Railroad Avenue 1,400 T.F.

2. Vegetation shall be cleared using on and off-track mechanical brush cutters and/or hand cutting with chain saws, as required. Every effort shall be made not to damage the existing railroad infrastructure with off-track equipment, and the Railroad makes no warrantee as to the condition of the track or the ability to support on-track equipment. The track is to be rebuilt following vegetation removal.



3. Vegetation shall be cleared not less than twelve (12) feet from the center of the track, extending fifteen (15) feet above a theoretical plane defined by a line across the top of both rails. In areas where the railroad is on a fill and in areas where there is a ditch along one or both sides of the track, vegetation shall be cleared not less than twelve (12) feet from the center of the track, extending not less than four (4) feet below a theoretical plane defined by a line across the top of both rails. In addition, any canopy shall be cleared not less than eighteen (18) feet measured radially from the top of each rail thirty-two (32) degrees inward and outward. The Vegetation Clear Zone is illustrated in Railroad drawing VC-1 dated July 1, 2022, attached hereto and made a part hereof.

4. Cleared vegetation measuring more than twelve (12) inches shall be completely removed from the Vegetation Clear Zone and shall under no circumstances shall be left in ditches or otherwise block drainage on Railroad right-of-way or adjacent properties. Care shall be made to keep chipped vegetation out of ditches and away from track and ballast.

5. Where conditions permit, cleared vegetation may be cut and stacked, or chipped, and left to lay on railroad right-of-way outside of the Vegetation Clear Zone as long as it does not block drainage or access, or create a nuisance for adjacent properties, and is not left within twenty (20) feet of utility facilities, signage, buildings, roads or driveways, and is not left within one-hundred (100) feet of public or private grade crossings. The Railroad right-of-way is typically sixty-six (66) feet wide through the project limits except between Southard and Railroad Avenues in Farmingdale.

6. Contractor shall not be required to remove buried stumps.
7. Contractor shall be responsible for identifying, locating, and avoiding damage to private property and utility facilities located in, adjacent to, or crossing the Railroad right-of-way, including but not limited to: electric wires, poles and guy wires, signal and communication lines, cable TV, water and gas pipes, and fiber optic lines.
8. Contractor shall provide a qualified flagman for directing and/or stopping traffic when vegetation is being cleared or equipment is being operated near public and private roads.
9. Every effort shall be made to keep cleared vegetation from public and private roads and adjacent properties, but in any event it shall be removed promptly.
10. Contractor shall stop work immediately if vegetation clearing poses any risk to human life or domesticated creatures and until risk is mitigated or has passed.
11. Contractors shall provide a separate per linear track foot price for the vegetation clearing in each of the sections listed in Paragraph 1, reflecting variation in vegetation density, access, obstacles, etc., that might exist from section to section, along with a single cost for mobilization, noting that the Railroad is likely to schedule the work in other than numerical order to facilitate other track and crossing work that is part of the larger project. Please use the Project Worksheet provided for this RFP.

K.BURENGA

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