

**REQUEST FOR PROPOSALS No. 2205**  
System Crossings  
July 21, 2022

## **INTRODUCTION**

The Black River Railroad and Chesapeake & Delaware Systems seeks proposals from qualified railroad contractors to furnish labor, materials, equipment, supervision, engineering, financing, and administration for systemwide grade crossing surface replacements.



## **SCOPE OF PROJECT**

This project includes eight (8) to twelve (12) grade crossing rubber rail seal/asphalt surface replacements, as more fully detailed in **Schedule H**, attached hereto and made a part hereof, on the Black River & Western Railroad, Belvidere & Delaware River Railway, Delaware & Raritan River Railroad or Dover & Delaware River Railroad. The preponderance of these crossings will be on the Delaware & Raritan River Railroad in Monmouth County.

## **PRE-PROPOSAL INSPECTIONS**

Specific crossings are still being evaluated for upgrade, but inspection of potential project locations can be arranged by contacting the undersigned.

## **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 the above listed work, by **email, no later than 5:00PM on Thursday August 4, 2022** to:

[KBurenga@gmail.com](mailto:KBurenga@gmail.com)

[JFiorilla@DyerPeterson.com](mailto: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 **RFP2205 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 Crossing project.
- Earliest/latest availability to start each Crossing project.
- Any deviation from Project specifications.
- Any significant alternatives that would lower the cost of the project.
- 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 Crossing projects, 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 unit quantities for each Crossing project by 80% to 150% and Respondents shall consider this when submitting unit pricing.

It is anticipated that each Crossing project 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 **August 31, 2022** and it is anticipated that the first crossing will be ready to start immediately. Crossing projects will be scheduled at a rate of one crossing per month during the normal construction season when asphalt plants are open and ambient temperatures are warm enough for paving. It is desired that all Crossing projects in this RFP are completed no later than **October 31, 2023**.

## **TRACK TIME**

For each Crossing project, Contractors will be afforded uninterrupted and continuous track time for four (4) days from Monday at 7:00am until Thursday at 5:00pm and will have full road closure for five (5) days from the same Monday at 7:00am until Friday at 5:00pm.

## **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**

Primary worksite access shall be from the public road subject to the Crossing project.

## **TIMETABLE DIRECTION**

All directions contained in this RFP are relative to the Timetable direction of the Main track of the Railroad which 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, old asphalt, and debris 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 in whole or in part 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](mailto: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 (5<sup>th</sup>) 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

Phone 833-752-1849 Extension 704

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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
<b>Commercial General Liability (“CGL”)</b>	<b>Yes</b>	<b>\$5,000,000</b>	<b>\$5,000,000</b>
<b>Workers’ Compensation</b>	<b>Yes</b>	<b>\$1,000,000</b>	
<b>Commercial Automobile Liability</b>	<b>Yes</b>	<b>\$2,000,000</b>	
<b>Railroad Protective Liability</b>	<b>*</b>	<b>\$3,000,000</b>	<b>\$6,000,000</b>
<b>Pollution Legal Liability</b>	<b>No</b>	<b>\$5,000,000</b>	<b>\$10,000,000</b>
<b>Product Liability</b>	<b>No</b>	<b>\$10,000,000</b>	
<b>Professional Liability</b>	<b>No</b>	<b>\$10,000,000</b>	
<b>FELA</b>	<b>No</b>	<b>\$20,000,000</b>	<b>\$40,000,000</b>

\* 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**

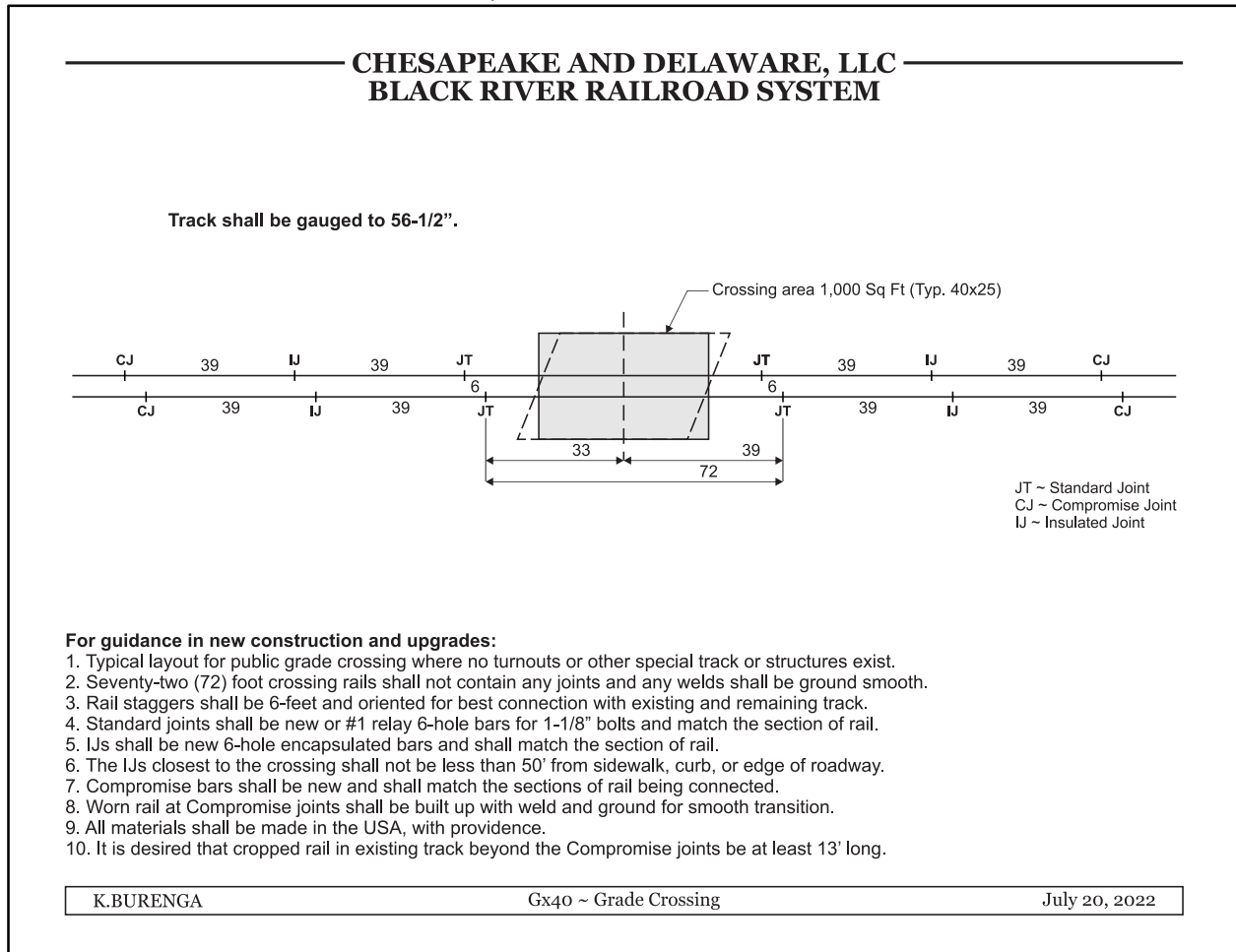
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# SYSTEM CROSSINGS

## SCHEDULE 2205H

### RUBBER RAIL SEAL/ASPHALT SURFACE REPLACEMENT



1. The Schedule 2205H workscope includes the replacement of deteriorated public grade crossing driving surfaces, at locations to be determined, with rubber rail seal/asphalt surfaces.
2. Subject crossings are typically rural two lane roads with minimal shoulders and no sidewalk. Driving surfaces on subject roads are not more than forty (40) feet wide measured along the tracks, and including the skew at locations where the road does not meet the Railroad at a 90 degree angle.
3. Approximately 1,000 square feet of asphalt, including the gauge and field sides of the rails, shall be replaced at each crossing, along with 228 feet of track.
4. Contractor shall saw cut asphalt and remove existing road and track from crossing area, along with track approximately 114 feet distant in both directions from the center of the road. Existing crossings might be Nelson Railchair, wooden timbers, or rubber rail seal. Some locations may have been paved over with no existing tracks. Contractor shall properly dispose of asphalt, ties, and rubber off-site before final payment is made.

5. Fit ties shall be stockpiled on-site for future use by the Railroad. Rail and other salvaged OTM shall become the property of the Contractor and shall be removed from site before final payment is made.
6. Contractor shall remove unstable material within the excavated crossing area, but shall not otherwise disturb sub-roadbed of railroad.
7. Contractor shall prepare base for crossing area using  $\frac{3}{4}$ " DGA compactible road stone leveled and compacted to 18" below final top-of-rail, throughout crossing area.
8. Contractor shall construct 228 feet of track in accordance with **Railroad Drawing GX40**, attached hereto and made a part hereof, centering two (2) seventy-two-foot rails on road crossing with a six (6) foot stagger, and connecting eight (8) thirty-nine foot rails at each end, with standard, insulated, and compromise bars. Stagger shall be oriented for best fit with existing and remaining track. Insulated bars shall be encapsulated steel, Alleghany or equivalent. Compromise bars shall be new and match the rail sections. Worn rail ends at compromise joints shall be welded, if required, to provide a smooth running surface.
9. New 7"x9" x 8'-6" Grade 5 hardwood cross ties, installed on 24" centers, with double shoulder tie plates, shall be used in the construction of the crossing track.
10. Throughout the project limits, track shall be gauged to 56-1/2" using a standard track gauge, with a tolerance of +/- 1/4". Track gauged greater than 56-3/4" at any point will not be accepted. No more than two (2) new spikes shall be used per tie plate, in a uniform diagonal pattern. Under no circumstances shall spikes be installed in notches in joint bars.
11. New crossing track shall be mechanically raised, lined, surfaced, and regulated (R.L.S.R) in the line and vertical profile of existing and remaining track. Tangent track shall have a maximum deviation from zero cross level of  $\frac{1}{2}$ " at any point. Curves in crossing shall have a superelevation, as specified by the Railroad before construction, with spirals to match existing track.
12. Clean 1-1/2" hard rock ballast shall be provided, tamped, regulated, and broomed, to provide a uniform line and surface, and to fill all cribs and provide uniform shoulders through the project limits, with run offs as required to connecting tracks.
13. A Poly Corp Epflex rubber rail seal flangeway system, or equivalent, shall be installed according to manufacturer's instructions, after final line and surface of crossing track. Rubber rail seal flangeways shall extend to, but not beyond the edge of the roadway.
14. Contractor shall install 4" Schedule 80 PVC pipe along both sides of the tracks, below bottoms of ties, and under the tracks in the first cribs outside the crossing area, as conduit for future warning device upgrades. Ends of pipes shall be plugged with red rags to prevent contamination.

15. Contractor shall prepare the area to be paved using ¾" DGA compactible road stone, leveled and compacted to tops of ties throughout crossing area.

16. Approximately 1,000 square feet of the crossing area shall be paved with two (2) lifts of coarse bituminous asphalt base and one (1) lift of fine top material. Each lift shall be compacted and the top rolled. Asphalt base shall surround and slope down from ends of rubber rail seal flangeways for at least one foot to prevent dragging rail equipment from damaging crossing. Asphalt top shall be flush with top of rubber rail seal flangeways and runout to meet remaining roadway. The width of the asphalt top across the tracks shall be the same as the approaching roadway. Joints to existing asphalt shall be sealed.

17. Contractor shall provide safety barricades in the vicinity of the crossing throughout construction to deter vehicles from entering the construction area.

18. Detours, signage, safety devices, police protection, traffic control and road painting striping and warning devices shall be provided by others.

***Please note that proper gauging of new wood ties is paramount to the success of this project.***

**K.BURENGA**

**President**

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