

## **REQUEST FOR PROPOSALS PACKAGE**

**No. 2202**

Ringoes Curve Improvements

June 6, 2022

Includes:

- **REQUEST FOR PROPOSALS No. 2202**
- **STANDARD TERMS & CONDITIONS**
- **SPECIAL TERMS & CONDITIONS**
- **SCHEDULE 2202D**, detail of scope
- **SCHEDULE 2202E**, detail of scope
- **RFP 2202 PROJECT WORKSHEET.xlsx**

Referenced documents available online for download at:

[http://www.chesapeakeanddelaware.com/Suppliers\\_RFP.html](http://www.chesapeakeanddelaware.com/Suppliers_RFP.html)

*Click on "Attachments and Information on any old RFP."*

- **Black River Railroad System Track Standards and Specification 2020**
- **State of New Jersey Billing and Labor Requirements**
- **Chesapeake and Delaware Plan GX2**

Please email the undersigned with any questions regarding the RFP and/or to schedule a site inspection.

K.BURENGA  
President

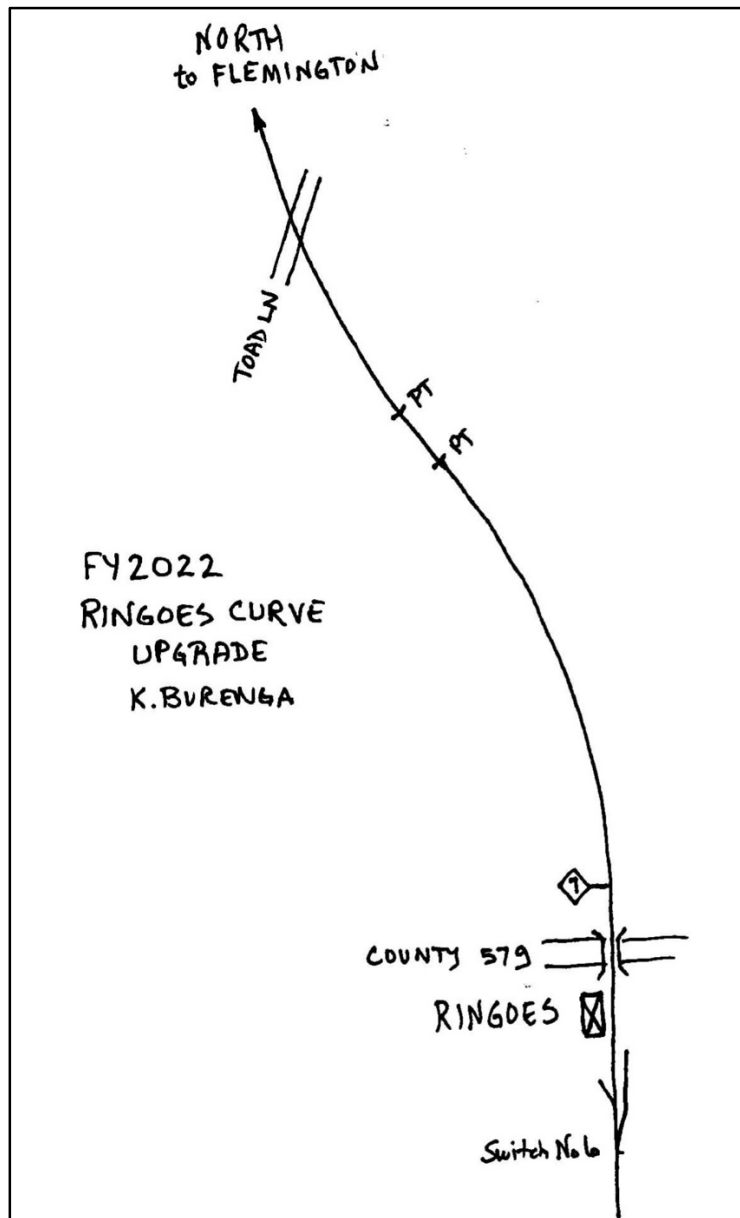
Phone 833-752-1849 Extension 704

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

**REQUEST FOR PROPOSALS No. 2202**  
Ringo's Curve Improvements  
June 6, 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 Black River & Western Railroad tracks at Ringoes, New Jersey.



## SCOPE OF PROJECT

This project includes two (2) scopes of work which shall be priced separately but should include one mobilization. The referenced schedules and attachments are a part of this Request for Proposal (hereafter RFP).

1. Replacement of approximately 2,705 track feet of predominantly 100#PS/PRR rail on wood ties with 132#RE rail on steel and composite ties, as more fully detailed in **Schedule D**.
2. Replacement of approximately 282 track feet of predominantly 100#PS rail on wood ties with 130#PS CWR (salvaged from **Schedule D**) on steel ties, as more fully detailed in **Schedule E**.

## 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 June 30, 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 **RFP2202 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.
- 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 **July 10, 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 **September 30, 2022**.

### **TRACK TIME**

Freight Trains operate on the Black River & Western Railroad Wednesday and Saturday.

Passenger Trains operate on the Black River & Western Railroad Saturday and Sunday.

Contractors will be afforded uninterrupted and continuous track time On Mondays, Tuesdays, Thursdays, and Fridays for the duration of the project.

The Railroad will seek to minimize disruption to construction on Wednesdays, for the passage of one freight train in each direction through the project limits.

Track must meet FRA Class I standards at the close of Fridays and be safe for weekend passenger trains.

### **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 Black River & Western Yard at 105 John Ringo Road equipment may be secured and material may be stockpiled at this location, so long as it does not interfere with transload operations at the same location.

### **TIMETABLE DIRECTION**

All directions contained in this RFP are relative to the Main track of the Railroad which runs from North (**Flemington**) to South (**Ringoes**) 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](mailto:KBurenga@gmail.com)

**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 (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.



## 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 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.

## 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.)

## **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:

### **14. 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.

### **15. 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.

### **16. 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.

### **17. 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.

### **18. 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**

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

# BELVIDERE & DELAWARE RIVER RWY

## RINGOES CURVE UPGRADE

### SCHEDULE 2202D

#### TRACK REPLACEMENT



View of Black River & Western main track facing South through the 'S' curve at Milepost 7.5+/- . Existing track shall be removed and replaced with 132#RE rail on steel and composite ties.

1. The Schedule 2202D workscope includes the removal of approximately 2,705 track feet of existing predominantly 100#PS and 100#PRR rail on wood ties, knocking down the cribs and preparing a new subgrade and constructing approximately 2,705 track feet of new track using 132#RE rail on a mix of steel and composite ties.
2. The work includes two sections: approximately 680 track feet in the Northbound approach to Toad Lane which shall be constructed on Composite ties to accommodate the signal circuit, and the remainder which shall be constructed on steel ties. Replacement of the long section shall be accomplished in phases to accommodate rail traffic
3. Rail section for new track construction shall be 132#RE, No.1 relay, with 6-hole joint bars drilled 6-6-7-1/8" for 1-1/8" diameter track bolts. Rail and OTM shall be rolled or cast in the U.S.A and *not* be of Industrial grade. Rails shall be uniformly 39 feet long. **Under no circumstances will the Railroad accept random length rails for this project. Rail shall be available at supplier for inspection by Railroad, before shipping to job site. No exceptions.** All rail joints shall be fully bolted with new hardware.
4. Steel ties shall be Nartsco Steel M10 6" steel ties, or equivalent, installed on 24" centers. Steel ties must be manufactured in the U.S.A. *Please note: Six-inch base rail on Narstco steel ties gauges to 56-1/4" by design and consideration must be made when transitioning from wood/composite ties and timbers.*

## SCHEDULE 2202D

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5. Composite ties shall be Evertrak 7000 7"x9"x9' fiberglass reinforced composite ties, or equivalent, installed on 24" centers. Rail shall be secured to composite ties using double-shoulder Pandrol plates, with 1" round holes for 7/8" screw spikes. Ties shall be predrilled to manufacturer's recommendations and only two (2) screw spikes shall be used in a uniform diagonal pattern for each plate. Screw spikes and E-clips shall be new. All materials shall be manufactured in the U.S.A. *Please note: J-clips may be relay or imported, but imported materials shall be billed separately from all other items.* Composite ties shall be sufficiently tamped before any train traffic, to prevent breakage. **Track on Composite ties shall be gauged to 56-1/2" +/- 1/4". Payment will not be made for any ties gauged outside of this tolerance. Contractor shall guarantee Composite ties against breakage (other than by derailment or dragging equipment), for a period of two (2) years after installation.**

6. Approximately twenty (20) wood ties require replacement in the island circuit South of Toad Lane. Wood crossties shall be new 5 7" x 9" x 8' 6" Grade 5 hardwoods and be treated according to the specifications found in **Black River Railroad System Track Standards and Specification 2020, (revised 03/31/2020)**. Rail shall be secured to wood ties in the same fashion as specified for Composite ties.

7. Two (2) pair of encapsulated 132#RE insulated bars, Alleghany or equivalent, shall be provided and installed at the Northbound approach to Toad Lane, in existing staggers, not less than, but as close as possible to 733' feet from the edge of roadway, in accordance with **Railroad Drawing GX2**.

8. The existing rail on the County Route 579 undergrade Bridge 6.95 is 100#RB and two (2) pair of NEW 100#RB/132#RE compromise bars shall be provided at this location. The existing rail in the Toad Lane grade crossing is 132#RE.

9. The existing track shall be dismantled and removed or stockpiled according to reuse. There are two (2) strings of 130#PS CWR at the North end of the project which shall be salvaged for Schedule E construction.

10. The existing roadbed shall be prepared by knocking down existing cribs and compacting sub-roadbed with a track machine, without disturbing the cinder subgrade.

11. Upon award of the work and before construction begins, the Contractor shall provide to the Railroad for review and approval, design plans showing the proposed line and surface of the new track which shall be on uniform curves beginning at the South edge of Toad Lane and continuing through to a tangency at Bridge 6.95. The S-curves shall be connected with not less than 100' of tangent track and spirals.

The proposed elevation of the new track shall be on a uniform upgrade from Toad Lane to a summit in the tangent between the S-Curves, with a smooth vertical curve transitioning into a uniform downgrade to the existing track at Bridge 6.95.

The new track shall have 2" of superelevation in the curve and with a maximum deviation from zero cross level of 1/2" at any point in tangent track.

## SCHEDULE 2202D

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The new track shall be built to the approved design which shall include the method of achieving same. Final raise, line, and surface shall be made using an automatic lining and leveling torsion beam tamper.

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. Stone shall be tamped into the steel ties according to manufacturer's specifications and until the telltale holes are full.

13. All steel, composite, and relay quality wood ties removed from the dismantled track shall be stockpiled at Ringoes for reuse by the Railroad. All defective ties removed from the dismantled track shall be disposed of off-site and documentation of same shall be provided to the Railroad before final payment is made.

14. All joint bars, except "possum-belly" joint bars, shall be stockpiled at Ringoes for reuse by the Railroad. All universal tie plates shall be stockpiled at Ringoes for reuse by the Railroad. All 100# rail and other OTM shall become the property of the Contractor (a dollar credit for this material should be noted in the proposal) and shall be removed from site upon completion of project.

15. Vegetation shall be cleared back 14' from the centerline of the track throughout the project limits and ditches shall be cleared of any and all debris and graded so water flows freely.

16. Except where otherwise noted, all work shall be in accordance with **Black River Railroad System Track Standards and Specification 2020, (revised 03/31/2020)**.

K.BURENGA

President

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# BELVIDERE & DELAWARE RIVER RWY

## RINGOES CURVE UPGRADE

### SCHEDULE 2202E

#### TRACK REPLACEMENT



View of Black River & Western main track facing North at Ringoes Switch No. 7. Approximately 282' of existing track, including the turnout shall be removed and replaced with CWR.

1. The Schedule 2202E workscope includes the removal of approximately 282 track feet of existing 100#PRR rail, including a No. 8 turnout, on wood ties, knocking down the cribs and preparing a new subgrade and constructing approximately 282 track feet of new track using 130#CWR strings salvaged from Schedule D, on steel ties.
2. Steel ties shall be Nartco Steel M10 5.5" steel ties, or equivalent, installed on 24" centers. Steel ties must be manufactured in the U.S.A. *Please note: Six-inch base rail on Narstco steel ties gauges to 56-1/4" by design and consideration must be made when transitioning from wood/composite ties and timbers.*

## SCHEDULE 2202E

~ Page 2 ~

3. The existing rail at the South end of the project is 130#PS and two (2) pair of existing compromise bars shall be moved to the North end of the project to connect to remaining 100#PRR rail. Two (2) pair of six hold 130#PS joint bars shall be provided by the Railroad to connect the CWR strings to existing track. New 1-1/8" bolts and hardware shall be used to install joint bars.
4. The existing track shall be dismantled and removed or stockpiled according to reuse.
5. The existing roadbed shall be prepared by knocking down existing cribs and compacting sub-roadbed with a track machine, without disturbing the cinder subgrade.
6. The new track shall be on a uniform grade connecting to existing tracks with a maximum deviation from zero cross level of 1/2" at any point in tangent track. Final raise, line, and surface shall be made using an automatic lining and leveling torsion beam tamper.
7. 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. Stone shall be tamped into the steel ties according to manufacturer's specifications and until the telltale holes are full.
8. All relay quality wood ties removed from the dismantled track shall be stockpiled at Ringoes for reuse by the Railroad. All defective ties removed from the dismantled track shall be disposed of off-site and documentation of same shall be provided to the Railroad before final payment is made.
9. All 100# rail, turnout material and other OTM shall become the property of the Contractor (a dollar credit for this material should be noted in the proposal) and shall be removed from site upon completion of project.
10. Except where otherwise noted, all work shall be in accordance with **Black River Railroad System Track Standards and Specification 2020, (revised 03/31/2020)**.

K.BURENGA

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