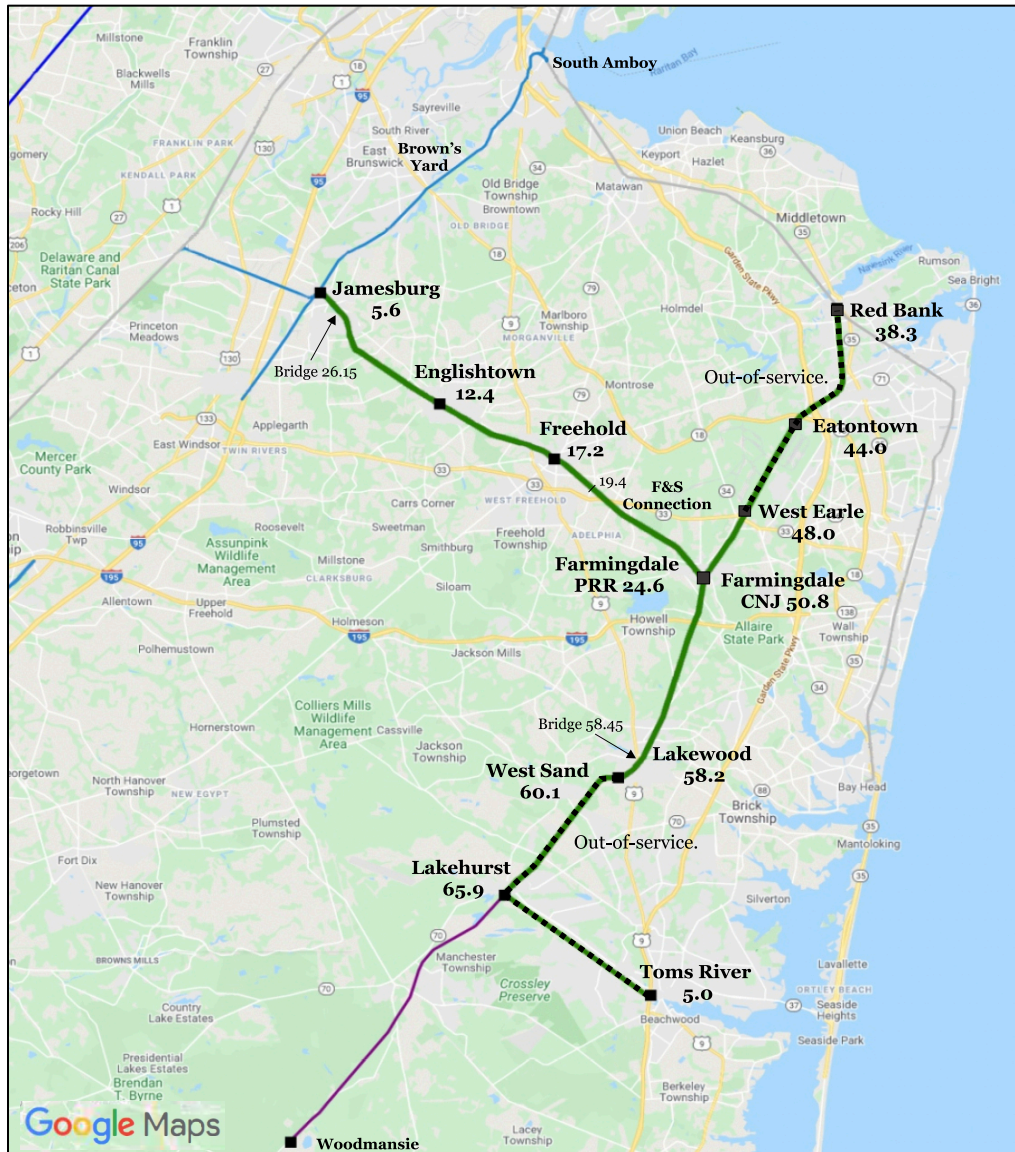


REQUEST FOR PROPOSALS No. 24X1 Grade Crossing Warning Upgrades March 15, 2024

INTRODUCTION

The Delaware & Raritan River Railroad seeks proposals from qualified railroad signal contractors to furnish labor, materials, equipment, supervision, design, engineering, financing, and administration, for the “in-service, turn-key upgrade” of grade crossing warning devices, at not less than six (6) public grade crossings in Monmouth, Ocean, and Middlesex counties, along with follow up inspection, maintenance, and repairs.



SCOPE OF PROJECT

The initial project includes a single scope of work for upgrading the warning devices at six (6) public grade crossings in Howell Township, NJ on the Delaware & Raritan River Railroad Freehold Branch, as more fully detailed on **Schedule 24X1A**, attached hereto and made a part hereof.

PRE-PROPOSAL INSPECTIONS

Inspection of the project limits **are encouraged** and can be arranged by contacting:

Sean Dolan
Vice-president & General Manager
Mobile: 973-713-7893
sdolan@cadrailroads.com

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. Unless a statement is already on file with the Railroad, the Contractor shall provide a letter from the FRA stating that it has an approved Drug & Alcohol Control Program.

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 New Jersey 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 proposal

PROPOSAL FORMAT

Interested parties shall submit separate, best price proposals for completing each scope of work, by **email, no later than 5:00PM on Thursday April 18, 2024** to:

KBurenga@CADRailroads.com

CBanks@CADRailroads.com

SDolan@CADRailroads.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 **RFP24X1A Project Worksheet**, attached.

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

- 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 **May 1, 2024** and it is anticipated that this project will be ready to start immediately.

Adelphia Road CR 524 warning devices shall be installed before **July 31, 2024**.

All construction and work associated with this project shall be completed before **November 27, 2024**.

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 and might not correlate with true cardinal directions, EXCEPT where warning devices are described, the NJDOT described quadrants are reference.

The Delaware & Raritan River Railroad operates from Jamesburg (North) to Lakewood (South).

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.

Please note that there is a AT&T Fiber Optic Line located in the right-of-way of the Delaware & Raritan River Railroad.

Contact:

Maryann Stith AT&T NTS – OSP

908-612-0982

ms1942@att.com

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@CADRailroads.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 and shall include Form 99 “NEW JERSEY PROJECT INVOICING CHECKLIST”.

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

Email: KBurenga@CADRailroads.com



Contractor: _____

Invoice Number: _____

Invoice Date: _____

NEW JERSEY PROJECT INVOICING CHECKLIST

(CAD Form 99 ~ Rev 01/10/24)

Contractor Invoice with Invoice Number, Date, Purchase Order, Total Amount, and Remit-to Address

This Checklist indicating attachments (please check all that apply)

Project Worksheet with Quantities being invoiced, Unit price, and Extensions matching Invoice Total Amount

Certified Payroll associated with work being invoiced

Jobsite delivery tickets for Materials (rail, ties, OTM, etc.) being invoiced

NJDOT Buy America Form dc17 for all steel materials being invoiced

Weight tickets for all aggregates (including asphalt) being billed

Weight tickets for all tie disposals being billed

Weight tickets for all scrap metal recovery being credited

An Excel Worksheet summarizing and totaling all weight tickets provided

Prepared for the Contractor by: _____

Date: _____

Verified for the Railroad by: _____

Date: _____

**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:

- Black River & Western Corp.**
- 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 sub-contractors 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

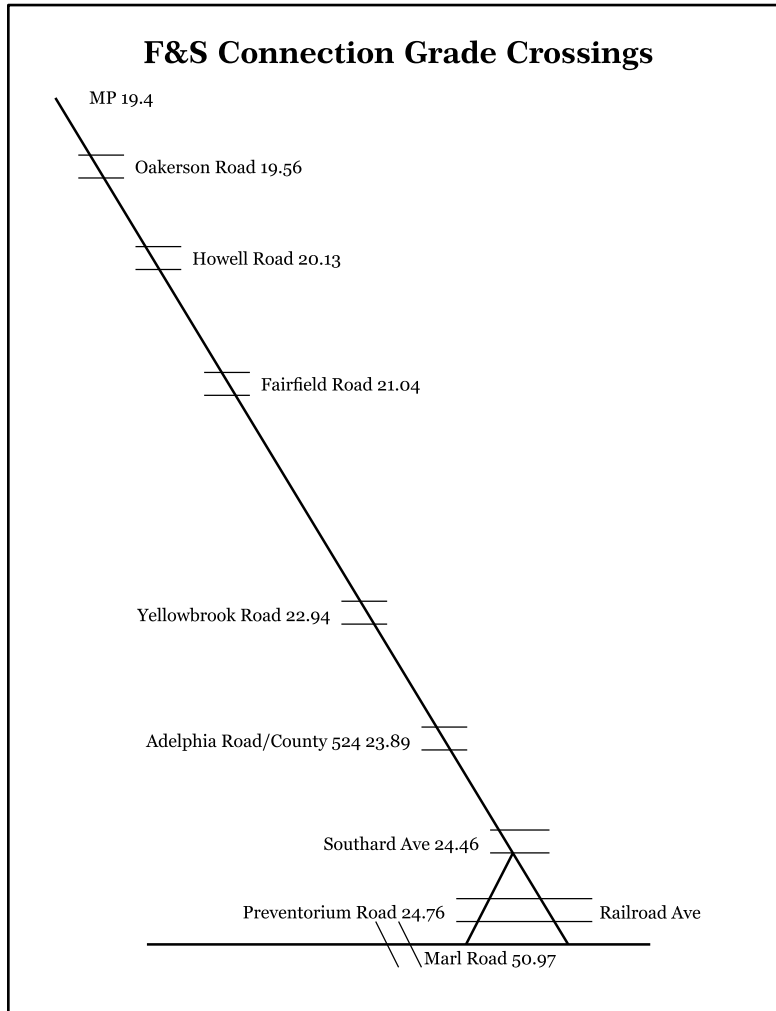
Phone 833-752-1849 Extension 704

Email: KBurenga@gmail.com

DELAWARE & RARITAN RIVER R.R.

SCHEDULE 24X1A

GRADE CROSSING WARNING DEVICE UPGRADES



The Schedule 24X1A workscope includes the upgrade of warning devices at the following public grade crossings in Howell Township, NJ, in order of priority:

Milepost	Crossing	USDOT#	Existing
23.89	Adelpia Road	501186A	Passive
24.76	Preventorium Road	982623U	Passive
50.97	Marl Road	172049H	Flashers
24.46	Southard Avenue	501187G	Passive
22.94	Yellowbrook Road	501184L	Passive
21.04	Fairfield Road	501182X	Passive

Please note that Preventorium and Marl Road are only several hundred yards apart despite change in Milepost scheme.

1. Each crossing upgrade shall include an installed new 6'x6' aluminum bungalow, pre-wired and tested with an AC/DC three-track circuit and include:

- SSCC-III Plus crossing controller
- Track relays, inverters, resistors
- Batteries
- Battery chargers
- Rectifiers
- Lightning protection
- No voltage relays
- Busses, terminals, posts, plugs, connectors, sockets, ducts
- Hardware & wire
- Power off light
- Maintainers override switch (internal)
- Crossing approach cutout (external) with lock box
- Circuit plan holder
- Signal maintainer's tool
- Hex locks, as required

1A. Because of proximity, **Preventorium Road** and **Marl Road** shall have neighboring island circuits and the new control equipment for **Marl Road** shall be contained in the new **Preventorium Road** bungalow.

2. Each crossing upgrade shall have Standard highway flashers installed in accordance with NJDOT Order or Recommendation and include:

- Mast with galvanized breakaway base
- Back-to-back 12" LED Flasher assemblies (2 pair per mast)
- Back-to-back reflectorized Railroad Crossing signs (2 sets per mast)
- ENS signs provided by Railroad
- Wires and cabling from bungalow
- Hardware and assemblies

3. Where specified by NJDOT Order or Recommendation (**Adelphia Road** and **Southard Avenue**), Cantilever structures shall be installed *in lieu of* the Standard highway flasher unit, in one or both quadrants, and shall include:

- Cantilever base, mast, and 20-foot arm
- Back-to-back 12" LED Flasher assemblies (2 pair per mast and 2 per arm)
- Back-to-back reflectorized Railroad Crossing signs (4 sets, 2 per mast, 2 per arm)
- ENS signs provided by Railroad
- Wires and cabling from bungalow
- Hardware and assemblies

4. Where specified by NJDOT Order or Recommendation (**Marl, Southard, Yellowbrook, Fairfield**), Single facing 12” LED Flasher assemblies (1 pair per mast) shall be added to the Standard or Cantilever mast and focused toward adjacent roads or driveways.

5. Each crossing upgrade shall include an audible bell on one flasher mast.

6. The crossing upgrades contained in this RFP do not include any gate mechanisms.

7. Each crossing upgrade shall have new track wire installed from the bungalow to the island and each approach. Each of the crossings contained in this RFP, **except Marl Road**, was resurfaced in 2023 and 4” PVC conduits were installed parallel and perpendicular to tracks to facilitate new track and flasher wires.

8. Each crossing upgrade shall have new Ring 10 track rectifiers installed at the distant end of each track circuit. Diodes shall be securely attached to a new tie where practicable. Diodes shall be installed at the following distances from edge of road, to provide the specified advance warning times at the posted track speed:

Milepost	Crossing	USDOT#	NB Approach	SB Approach
21.04	Fairfield Road	501182X	25 sec @ 20 mph 733 T.F.	25 sec @ 20 mph 733 T.F.
22.94	Yellowbrook Road	501184L	25 sec @ 20 mph 733 T.F.	25 sec @ 20 mph 733 T.F.
23.89	Adelphia Road	501186A	25 sec @ 20 mph 733 T.F.	25 sec @ 20 mph 733 T.F.
24.46	Southard Avenue	501187G	25 sec @ 10 mph 366 T.F.	25 sec @ 20 mph 733 T.F.
24.76	Preventorium Road	982623U	25 sec @ 10 mph 366 T.F.	25 sec @ 10 mph 366 T.F.
50.97	Marl Road	172049H	25 sec @ 10 mph 366 T.F.	25 sec @ 10 mph 366 T.F.

9. The following crossing upgrades shall include Approach Cutout pedestal boxes which can be secured with a switch lock, located to facilitate cutout of warning devices during switching:

Milepost	Crossing	USDOT#	Approach	Cutout Location
24.46	Southard Avenue	501187G	Northbound	West side of Main track, 175’ South of Road.
24.76	Preventorium Road	982623U	Southbound	West side of Main track at island IJs, 75’ North of Road.
50.97	Marl Road	172049H	Northbound	East side of Main track at island IJs, 50’ South of Road.

Cutouts shall time out after two (2) hours. (This is in addition to external approach cutout on each bungalow, specified in Item 1.)

10. Each crossing upgrade shall have track joints double bonded in the island and approach circuits.

11. Each crossing upgrade shall have new insulated joint bars installed at island and approaches, in accordance with Railroad Drawings GX-1 and GX-2, and new insulation (including joint bars) shall be installed in turnouts. **Except for Marl Road, upgraded insulated joints and turnout insulation have already been installed.**

12. Each crossing upgrade shall have a 120Volt/100Amp AC service with a new breaker box installed on the meter pole, **provided by the Railroad.** The Contractor shall install new AC wire and conduit between the breaker box and the bungalow and make the AC connection.

13. Each crossing upgrade shall include the removal of any existing passive or active warning devices and equipment, which shall be stockpiled at the Railroad's yard near Farmingdale, NJ.

14. The job site at each crossing upgrade shall be cleaned up at the completion of the project, with all trenches filled and ditches restored. Dense Graded Aggregate (DGA) shall be distributed and compacted to fill any trenches, ruts, or holes. Clean ¾" "walking stone" shall be spread around bungalows, maintainer parking, cutout boxes, and any place where Railroad employees walk regularly in the performance of their duties. Any salvaged or fit signal material equipment shall be stockpiled at the Railroad's yard near Farmingdale, NJ.

15. Any Extras and/or Omissions not contained elsewhere in this RFP, which are required to meet Railroad, NJDOT, AAR, or FRA requirements or regulation, or to make the installation an in-service, turn-key upgrade, shall be itemized with a lump sum cost for each crossing.

15A. A ring guardrail shall be installed around the cantilever at **Southard Avenue.**

Please note the Railroad will provide and install No-Trespassing signs required by NJDOT and the Railroad will clear vegetation as required by NJDOT.

Items 15-19 are intentionally blank.

20. It is desired that each crossing upgrade be equipped with a cell-connected Communication package that permits remote monitoring and diagnostics from a web-based dashboard. The Railroad reserves the right to consider this item separate from the other work contained in this RFP and/or not contract for this service.

Items 21-97 are intentionally blank.

98. Upon award of this RFP, and at least thirty (30) days prior to construction, the Contractor shall provide the Railroad with design plans, schematics, and material lists for each crossing upgrade. Within thirty (30) days after the in-service date, the Contractor shall provide the Railroad with as-built schematics.

99. A lump sum price shall be provided for mobilizing and demobilizing labor, materials, equipment, and providing field administration of the grade crossing upgrade. This shall include any third-party freight charge for materials shipped directly to the job site and any lodging and per diems. Any savings that can be realized by mobilizing/demobilizing for ongoing construction of multiple crossing upgrades shall be noted in the proposal cover letter.

Item 100 intentionally blank.

101. A lump sum price shall be provided for warrantee against material or workmanship defects and any required repairs to keep each crossing upgrade in compliance and working order for a period of two (2) years following the in-service date. This warrantee does not need to extend to weather related defects, vandalism, derailments, etc., and the Railroad shall provide the Contractor with a reasonable time to obtain materials and effect repairs.

102. A lump sum price shall be provided for providing periodic inspections, as required by regulation, for each crossing upgrade for a period of two (2) years following the in-service date. The Railroad reserves the right to consider this item separate from the other work contained in this RFP and/or not contract for this service.

All materials contained in this RFP along with any installation and/or construction shall meet AAR/AREMA standards and shall be in accordance with FRA regulations, MUTCD standards, and NJDOT Orders and Recommendations. Installation shall be subject to final inspection by the Railroad and NJDOT.

This work will be performed under an agreement between New Jersey Department of Transportation and **Black River & Western Corp.**, which shall be the customer name on all Purchase Orders and Invoices.

K.BURENGA

President

Phone 833-752-1849 Extension 704

Email: KBurenga@CADRailroads.com