

BELVIDERE & DELAWARE RIVER RAILWAY

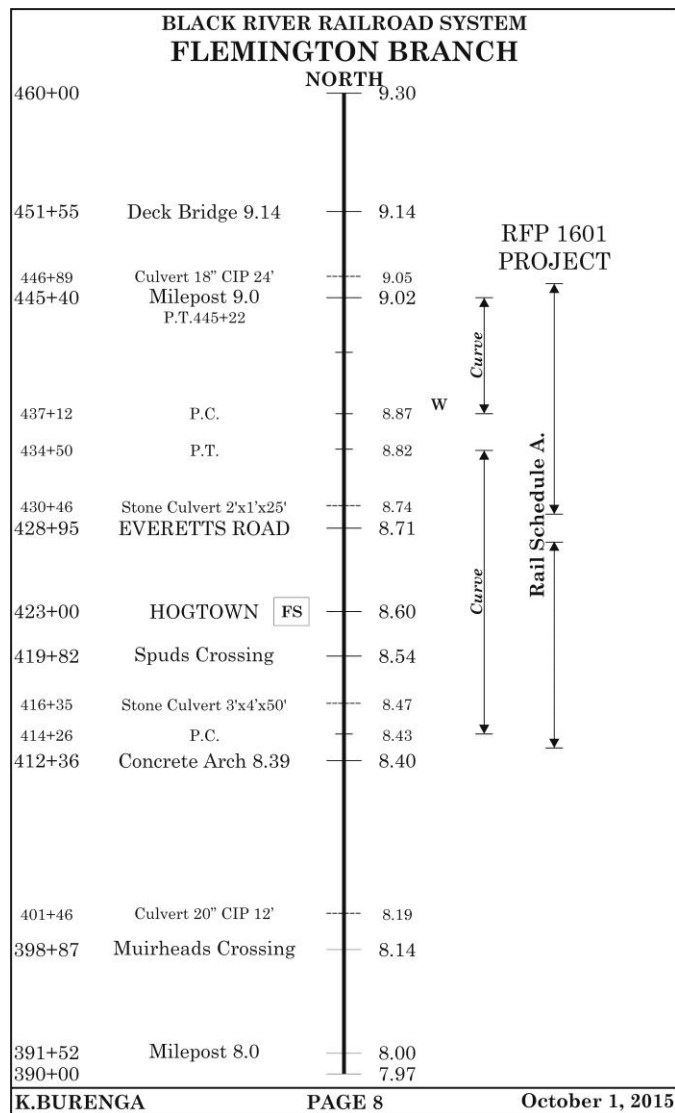
POST OFFICE BOX 22
RINGOES, NEW JERSEY 08551

REQUEST FOR PROPOSALS 1601 2016 Hogtown Curve Rail Replacement October 31, 2015

INTRODUCTION

The Belvidere & Delaware River Railway seeks proposals from qualified railroad contractors to furnish labor, materials, equipment, supervision, engineering, financing, and administration for the replacement of approximately 3,100 Track Feet (T.F.) of rail from a point not more than 100 T.F. north of Concrete Arch Bridge 8.39 to a point at least 100 T.F. north of Milepost 9.0. Approximately 200 T.F. of 136# RE rail through Grade Crossing 8.71 shall remain.

All of the work is contiguous on either side of Everetts Road Public Grade Crossing 8.71, accessible from nearby U.S. Highway 202 in Raritan Township, between Flemington and Ringoes, NJ.



SCOPE OF PROJECT

The scope of this project is more fully detailed in Schedule A attached hereto and made a part hereof.

The Railroad will endeavor to award this work before the end of December 2015, subject to State approvals and the availability of matching funds.

PROPOSAL FORMAT

Interested parties shall submit separate, best price, lump sum proposals, for completing any or all of the above listed work, no later than **5:00 PM on Thursday December 10, 2015**, to the law offices of Capehart & Scatchard, by express carrier, email, or fax.

For express delivery:
Belvidere & Delaware RFPs
c/o John Fiorilla
Capehart & Scatachard
8000 Midlantic Drive Suite 300
Mt. Laurel, NJ 08054

For email delivery, please send to all:
JFiorilla@capehart.com
kburenga@brwrr.com

For fax: (856) 235-2786
Please confirm fax by calling: (856) 234-6800

For accounting purposes, every RFP shall be priced separately. However, interested parties may add pricing stipulations like:

All or None, on award of RFP 1601 and 1602.

Prices based on work occurring with same mobilization as RFP 1602.

Prices based on all RFP 1601 and RFP 1602 work being completed simultaneously.

RFP 1602 work priced as extra and subject to award of RFP 1601.

Proposals shall include unit *quantities* for all materials, equipment, and labor, however, per unit pricing is *not* required.

Proposals shall include pricing for *additional* rail installation and surfacing on a per foot basis and shall provide pricing for additional wood and steel tie installation on a per unit basis.

Proposals shall include a work schedule for completing the project with respect to the schedules and track times contained herein.

Alternates and deviations from the project scope will be considered, but exceptions shall be clearly noted in the proposal.

Proposals shall specifically reference this Request for Proposal, all revisions and/or addendums and acceptance of the terms and conditions contained therein.

~~In addition to the Qualifications contained in Section 9 of TERMS & CONDITIONS, 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."~~

The Railroad reserves the right to postpone or delay any of the individual projects, reject any and all proposals for any reason, and shall have the right to modify this Request for Proposals with appropriate notice.

TIMETABLE DIRECTION

All directions contained in this Request for Proposal are relative to the Main track of the Railroad which runs from South (Lambertville) to North (Three Bridges) 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 2015 (Revised 10/25/2015), 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.

~~AT&T Fiber optics line is buried approximately four (4) feet below grade along East side of track from Norfolk Southern connection to the North side of River Avenue. An AT&T representative shall be on site during 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

Old ties and timbers shall be properly disposed of off site, except that old ties and/or timbers may be used in retaining walls to reinforce embankments.

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 Request for Proposal, shall remain the property of the Railroad and shall be stockpiled on site.

TERMS & CONDITIONS

Since this project is being funded in large part by the New Jersey Department of Transportation, Special Terms and Conditions apply:

1. 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.

2. Project Calendar

It is anticipated that these projects will be ready to start on or about **February 14, 2016** subject to State approvals, the availability of matching funds, material availability, weather, and ground conditions. All construction work associated with these projects shall be completed before **December 10, 2016**.

3. Track Time

The Belvidere & Delaware River Railway operates one train in each direction between Ringoes and Three Bridges on Wednesday and Saturday. The Black River & Western Railroad operates eight (8) to ten (10) tourist passenger trains daily between Ringoes and Flemington on Saturday and Sunday.

The Norfolk Southern works at Three Bridges (BRW) on Monday, Wednesday, and Friday, mid-day.

The Railroad shall provide uninterrupted track time for construction as noted in the Scope of Work.

4. Worksite Access

Access to the work area is from Everett's Road. The Railroad shall coordinate the location or locations where on-track equipment may be secured during the project duration.

5. RWP/MW Safety

All onsite employees of the Contractor shall complete the Railroad's online Roadway Worker Protection/MW Safety Program before they will be permitted on the work site.

6. Flagman

The Railroad will provide a Flagman for On-Track-Protection, as required, at its cost and expense.

7. Public Grade Crossings

Contractor shall provide qualified flagmen for moving on-track equipment across public grade crossings.

8. Email Requirement

Project Supervisors shall have the ability to communicate with the Railroad General Manager by email at the beginning or end of each work day.

9. 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 three (3) years shall be deemed as pre-qualified.

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 110% of the work awarded.

11. Insurance

Contractors shall provide evidence of General Liability Insurance, from a rated insurance company, with limits of \$5,000,000 or more, along with the proposal. Upon award of the contract and before construction begins, the Railroad and the State of New Jersey shall be named as additional insured certificate holder, with a minimum ten (10) day cancellation notice.

12. 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.

13. State 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.

14. 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.

15. 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.

16. Pre-Proposal Inspections

Inspection of the project limits can be arranged by contacting the undersigned in advance.

17. Prohibited Interests

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

K.BURENGA

General Manager

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Office: 908-782-1611

Universal: 908-312-0670

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**THERE IS NO JOB SO IMPORTANT, NO SERVICE SO URGENT,
THAT IT NEEDS TO BE DONE, EXCEPT SAFELY.**