

BELVIDERE & DELAWARE RIVER RAILWAY

POST OFFICE BOX 22
RINGOES, NEW JERSEY 08551

REQUEST FOR PROPOSALS

Raritan River Bridge 14.01 Capacity Upgrade
February 10, 2010

INTRODUCTION

The Belvidere & Delaware River Railway seeks proposals from qualified railroad contractors to furnish labor, materials, equipment, supervision, engineering, financing, and administration for the Capacity Upgrade of the Black River & Western Railroad Bridge 14.01 over the South Branch of the Raritan River at Flemington, NJ.

SCOPE OF PROJECT(S)

Bridge 14.01 is a 268' long, two span, pin-connected-rod through truss bridge, built in 1896 for the Central Railroad of New Jersey, with an as-built Cooper Rating of E-40.

The bridge structure is in relatively good condition, with no noticeably damaged components other than a compromised headwall on the south approach. The deck and track structure is in poor condition.

The scope of this project is a "Design and Build" to upgrade the bridge to an industry standard Cooper rating of E-80, with provisions to handle four-axle railcars with 315,000 lbs. gross vehicle weight and a total capacity of at least 1,300,000 lbs.

Upon completion of the project, the contractor shall deliver to the Railroad a set of engineering plans for the bridge which includes capacity calculations and sealed by a qualified Railroad Bridge Engineer.

This project also includes the replacement of the bridge deck, with creosoted bridge timbers as specified by the Engineer's plan. The bridge deck shall have a non-skid extruded steel walkway in the gauge of the tracks and no trespassing signs shall be installed on all four corners of the structure.

This project also includes the replacement of 90# rail with new or #1 relay 136# rail, on double shoulder plates, bolted with six-hole bars, in lengths not less than 39 feet. The rail portion of the project shall extend from the insulated joints at the island circuit on the north side of River Road to the 131#RE rail on the north side of the bridge.

Please note that the River Road highway grade crossing is scheduled for improvement prior to the start of this project. The new crossing will consist of a pre-cast Star-Trak concrete surface with 136#RE welded rail and insulated joints located approximately half the distance between the north edge of the road and the south head timber of the bridge.

This project also includes the line and surfacing of approaches, 100' feet on the north side and 50' on the south side to provide a smooth transition from existing track structure on to the bridge and the replacement of 50 new creosoted crossties in the approaches.

This project shall also identify and repair any damaged or compromised bridge components, including masonry.

This project shall also include an annual periodic inspection of the bridge for three (3) years following completion, by a qualified bridge inspector, and any adjustments or repairs required as a follow up to this upgrade. Bridge inspection reports shall be forward to the Railroad within thirty (30) days of inspection, with any adjustments or repairs noted.

This project includes the location of the theoretical center of track at the point of tangency for the north end of Broad Street Curve MP 12.3 and the theoretical center of track at the point of tangency for south end of Goat Curve MP 14.2, based on a coincidental tangency through the center of the bridge structure. These points shall be memorialized with permanent monuments or markers located as offsets 16' distant from the theoretical points, on the east side of the track.

This project does NOT include painting of the original bridge structure, but any new steel components shall be coated with the best anti-corrosive material, which will not adversely affect or react to, and be of a matching color to the original structure.

PROPOSAL FORMAT

Interested parties shall submit separate, best price, lump sum proposals, for completing all of the above listed work, no later than 5:00 PM on Thursday March 18, 2010, to the undersigned, by express carrier, email, or fax.

For express delivery: K.Burenga
System Home Office
20 Toad Lane
Ringoos, NJ 08551

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

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 the 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 (01/01/2010), attached hereto and made a part hereof.

SALVAGE & DISPOSAL

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

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 **May 1, 2010**. All construction work associated with these projects shall be completed before **December 31, 2010**.

3. Track Time

The Belvidere & Delaware River Railway operates one train in each direction between Flemington and Three Bridges on Wednesday and Sunday.

The Railroad shall provided uninterrupted track time for construction Monday, Tuesday, Thursday, Friday, and Saturday, with a full week of uninterrupted track time for decking the bridge and changing rail. Otherwise Contractors shall plan work around the aforementioned schedules.

4. Worksite Access

Access to the work area is from River Road, Flemington. On-track equipment may be secured on one of the sidings on the south side of the road for 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 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 processed and paid invoices associated with FY 2009 projects in ten (10) weeks but that FY2008 projects were paid in twenty-nine (29) weeks.

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
Office: 908-782-1611
Fax: 908-782-0134
Email: KBurenga@BRWRR.com