

# REQUEST FOR QUOTE

Project: Coos Bay Rail Line 2023/24 On-Call Track Repairs	Project Location: Coos Bay Rail Line (CBRL) MP 652 to MP 687 (Section #1) MP 687 to MP 725 (Section #2) MP 725 to MP 770 (Section #3)
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This request for quote is made by the Oregon International Port of Coos Bay (the Port). Quotes are due on **Thursday, October 12, 2023 by 3:00 pm Pacific Time.**

The Port is soliciting quotes from qualified contractors to perform work on three (3) different segments of the Coos Bay Rail Line for On-Call Track Repairs. The three different segments of the Rail Line for which quotes are requested are: MP 652 to MP 687; MP 687 to MP 725; and MP 725 to MP 770.

The Port maintains 120 miles within the scope of this RFQ. The railway is an American standard 4’8” width steel rail and wooden tie construction. Access to the rail line will be controlled by the Port and will be made available to all successful quoters.

The Port intends to award three different Contracts for On-Call Track Repair work as work is needed on any specific segment of rail line. The Port is soliciting quotes from contractors on a Unit Pricing basis, as specified herein. Specific work to be performed pursuant to any contract shall be assigned to the successful contractor on a Task Order basis. Each contract shall not exceed a maximum value of \$150,000.00 dollars. The Port may order work to be performed under one or more of the contracts awarded to the successful Contractor(s) on a Task Order basis and the work period for each Task Order shall not exceed 364 days. The Port may award a contract for On-Call Track Repair work to one, two or three separate contractors or may award any combination of contracts, from one to all three contracts, to a single contractor. The responding Contractor who submits the lowest price technically acceptable quote for each individual contract shall be awarded that contract. (A sum total for all three projects by any vendor will not be considered or evaluated.)

All firms wishing to participate in the planned On-Call Track Repair project are encouraged to review the Solicitations Page of the Port of Coos Bay website on a regular basis for updates and addenda. This request for quotes and associated documents will be posted to the website at [www.portofcoosbay.com/solicitations/](http://www.portofcoosbay.com/solicitations/).

Questions concerning this request for quote should be emailed to Rick Adamek at [radamek@portofcoosbay.com](mailto:radamek@portofcoosbay.com) in the form of a Request for Information (RFI). Questions received via RFI and any written answers will be issued as addenda posted to the Port’s website solicitations page unless they are proprietary in nature. Questions pertaining to the request for quote will not be taken after **5:00 pm Pacific Time on Thursday, October 05, 2023.**

All quotes must be submitted on the quote form included with this request for quotes (page 3). Please submit all quotes electronically via email attached in .pdf format to [solicitations@portofcoosbay.com](mailto:solicitations@portofcoosbay.com), with “On-Call Rail Line Repair” in the subject line. Quotes received after the quote due time will not be considered.

## Scope of Work

Each Task Order given to a successful contractor will be defined on a case-by-case basis, based upon the recommendations of the Port's Railroad Bridge Engineer, and priced according to the Contractor supplied unit pricing as requested in this RFQ. All work will be inspected for adherence to AREMA standards by the Port's Railroad Bridge Engineer or his designee.

The Contractor shall provide an onsite construction superintendent to ensure the work meets all specifications.

Unit pricing assumes the use of new components that meet or exceed all AREMA standards. All wood/timbers shall be #1 Douglas Fir treated with ACZA .6 pounds per cubic foot. All field cut or drilled surfaces on ACZA treated members must be treated prior to installation according to AWWA Standard M4. An **installed price** for each of the following components shall be provided on the quote form. Installed prices are fully burdened and all-inclusive as required to perform the task. Any deviations from the specified components shall be negotiated with the Port on a case-by-case basis.

- Ballast – Per ton placed.
- Rail Replacement – Per 39' long section of 115-pound rail installed including new OTM and joint/comp. bars
- Tamping to Class 1 Standards – Per 100 lineal feet.
- Surfacing – Per 1,000 lineal feet.
- Standard Ties – 7' x 9" x 102" long, per groups of fifty, installed, including OTM.
- Switch Assembly (Ties, #36E switch, OTM, etc.)
- Cedar/Resin Tie Plugs – Per 200 plate groups. (R&R of spikes and gaging)
- Tree Removal/Disposal – Per tree cleared of the Right of Way (Single trunk)
- Boulder Removal/Disposal – Per ton disposed
- Car Re-railment – Each (Assume an upright loaded car in a readily accessible location)
- Welding of rail joints, including weld inspections.
  
- Submittals – The Contractor shall submit the following documents for review and acceptance:
  - Pressure treating documentation.
  - Track Work Safety Plan that meets or exceeds FRA guidelines. This Plan will need to be approved by the Port and Coos Bay Rail Line prior to starting work.
- Schedule:
  - This contract shall not exceed 364 days in duration from Notice to Proceed.
  - Available work windows are:
    - Monday through Friday (Working around the train schedule with CBRL's approval), and Friday 7am thru Sunday 7pm weekly.
    - Available work windows are subject to change and may be impacted by railroad operation issues as they occur. The Contractor shall coordinate all work with the Coos Bay Rail Line daily.
    - Variations in the work windows and special requests must be coordinated and approved by the Coos Bay Rail Line General Manager Rich Lopez, prior to any deviations from the above stated work windows.
- On Track Safety: Work is expected to be conducted under "Inaccessible Track" conditions. Contractor is to provide all required equipment to render track inaccessible, and to remove all such equipment prior to returning track to service at the end of each work period. Return to service condition must be reported to Coos Bay Rail Line at the end of each work period.

All work will be performed to the current AREMA standards as of the time the work is to be conducted.

**Quote Form**

All quotes shall be provided on the quote form provided herein. All items must be complete, including the certification and signature below.

**On-Call Track Repairs**

Item No.	Pay Item	Qty	Units	Unit Cost	Total Cost
<b>Contractor Furnished Materials</b>					
1	<b>Mobilization / Demobilization per occurrence</b>	1	Each		
2	<b>Rail Replacement (39' x 115 lb. rail) including ballast, ties and OTM</b>	1	Each		
3	<b>Tamping</b>	100	Feet		
4	<b>Surfacing</b>	1000	Feet		
5	<b>Cedar/Resin Tie Plugs (Remove and Replace Spikes)</b>	200	Tie plates		
6	<b>Ballast Ties</b>	50	Ties		
7	<b>#36E Switch assembly including Ties and OTM</b>	1	Switch ass.		
8	<b>Tree Removal/Disposal Within ROW</b>	1	Each		
9	<b>Boulder Removal/Disposal</b>	1	Ton		
10	<b>Car Re-railment (Assume Loaded Upright Car)</b>	1	Car		
11	<b>Welding of rail joints, including inspections</b>	1	Each		

**Total Quoted Price:**

Date Available to Begin Work: \_\_\_\_\_

Contractor: \_\_\_\_\_

Submitted by: \_\_\_\_\_

Address: \_\_\_\_\_

Title: \_\_\_\_\_

Email: \_\_\_\_\_

Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_

Rail Line Section MP \_\_\_\_\_ to MP \_\_\_\_\_

**Certification and Signature:**

I certify that I have full lawful authority to submit this quote on behalf of the above named company, that the company has sufficient understanding of the nature of the work to be bound by this quote, and that the quote will remain firm for a period of 90 days following the Port's receipt of the quote.

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

## **Specifications**

### **Qualifications:**

Quoting contractors will be required to provide evidence of qualification with their quotes. To demonstrate qualifications, quoting contractors shall provide evidence that they or their selected subcontractors have performed 3-5 projects in the last 10 years for each of the following:

- Ballast Tie Replacement.
- Ballast rock transport, placement, tamping, and surfacing.
- Obstruction removal (boulders, trees, slides, etc.)
- Car re-railment.
- Railroad track construction, maintenance, or repair.

Evidence of Contractor qualifications shall emphasize railroad related work in these areas whenever possible. Contractor shall provide evidence of the availability of equipment to perform the specified work.

Each quote must contain evidence of quoting contractor's qualifications to do business in the State of Oregon, or covenant to obtain such qualification prior to award of the contract. Such qualifications shall include documentation that quoting contractor meets the definition of a resident quoting contractor, as defined in ORS 279A.120 (1) (b); that quoting contractor meets the standards of responsibility as provided in ORS 279B.110 (2) and that quoting contractor is licensed by the Construction Contractors Board of the State of Oregon and has a current and valid surety bond, with one or more corporate sureties authorized to do business in Oregon, in the amount of \$75,000.00, on file with the Construction Contractors Board. A quote for this Project will be received but will not be considered if proof of licensing and the bond being filed as required by this solicitation, is not present and easily identifiable.

Quoting contractors shall specifically identify the contractor's personnel who will perform the duties of Project Manager, Site Superintendent, and Project Safety Officer. Each quote shall contain resumes for the personnel identified for each role.

All contractor and subcontractor personnel shall be required to have Railroad Workers Protection (CFR 214.301-357) training for all employees working on site, or provide documentation showing current training, prior to starting work at the site.

### **General Requirements:**

Materials and workmanship will be in accordance with industry standards and best practices for railroad track construction, maintenance, and repair. All materials and work conducted will meet or exceed the standards listed below:

- American Railway Engineering and Maintenance of Way Association (AREMA) Manual for RailWay Engineering, current edition, including interims.
- Oregon Department of Transportation 2018 Standard Specifications for Construction.

## Terms

Quoted prices shall remain firm for a minimum of 90 days after the due date of this RFQ. Accepted prices shall remain firm for the duration of the contract.

The Port reserves the right to accept or reject any or all quotes, waive irregularities, to accept any part of a quote, to withhold the award, and to make no award as is deemed to be in the best interests of the Port.

Contractor may invoice for the work performed on the project each month as work progresses. Progress payments will be paid as described in the contract documents.

Final payment period will begin upon satisfactory completion of the work as determined by the Port, and upon receipt of the Contractor's final invoice.

Quotes must not include any federal, state, local, excise, or use taxes. Exemption certificates will be furnished on request.

Contractor shall be expected to execute the Port's standard form contract for construction prior to commencing work, and to comply with the terms and conditions therein. A sample contract can be provided upon request.

Funding for this work is from the Oregon International Port of Coos Bay general fund.

All work shall be governed by CBRL Safety Rules, CBRL MOW rules, and General Code of Operating Rules.

### **Bonds:**

Contractor shall provide a Performance and Labor and Material Payment Bond or Bonds in the amount(s) of one hundred percent (100%) of the price for each Task Order issued by the Port under each Contract, with surety thereon, to ensure the faithful performance by Contractor of all the covenants and agreements on the part of Contractor contained in the final Contract for each Task Order. Said bond(s) and surety shall be subject to the approval of Port and Contractor shall pay the premium of said bond(s). Said bond(s) shall remain in force and effect for the full amount or in a lesser or increased amount as may at any time be specified by Port during the period of performance under each Task Order issued, and any extensions thereof and during any period of warranty or guaranty as to workmanship, material and/or equipment elsewhere provided in this Contract issued for each Task Order.

All bonds required to be purchased and maintained by Contractor shall be obtained from a surety licensed or authorized in the State of Oregon to issue such bonds for the limits and coverages required herein.

Contractor shall name the Oregon International Port of Coos Bay and the Coos Bay Rail Line, Inc. as additional obligees on said bond(s).

### **Prevailing Wages and Compliance with State/Federal Law:**

This project is a Public Improvement Project under Oregon law, and no person shall be employed for the work as described herein in violation of any wage and hour laws and no person may be employed in violation of any provision of ORS 279C.520 and ORS 279C.540, Oregon's Prevailing Wage Laws. Quoting contractors are directed to the following website for the prevailing wage requirements that apply to this work: [www.oregon.gov/boli/WHD/PWR/Pages/index.aspx](http://www.oregon.gov/boli/WHD/PWR/Pages/index.aspx). All quoting contractors who submit a bid agree to be bound by all applicable provisions of State Law for Public Improvement Projects, ORS Chapters 279A, 279B, and 279C.

## Insurance Requirements

### 1.1 Insurance Requirements:

Prior to the commencement of work on this Project and at all times during the term of this Contract, Contractor agrees to purchase, keep, and maintain liability and property damage insurance, solely at Contractor's expense, of the types and amounts and with the conditions specified herein.

**1.2.1 Workers Compensation and Employers' Liability Insurance:** The Contractor, its subcontractors, and all employers working under this Contract are subject employers under the Oregon Worker's Compensation Law and shall comply with ORS 656.017 which requires them to provide workers' compensation coverage for all their subject workers, applicable in connection with the death, disability or injury of Contractor's subject workers arising directly or indirectly out of the performance of this contract. Contractor shall provide workers compensation in compliance with ORS 656 and with the following additional conditions and insurance requirements.

**1.2.1.1** Workers Compensation insurance limits shall comply with and be no less than those required by Oregon Workers Compensation Law (ORS 656). Coverage shall provide for a waiver of subrogation for each of the "Indemnified Parties."

**1.2.1.2** Employers' Liability Insurance with Limits of not less than One Million Dollars (\$1,000,000) each accident, One Million Dollars (\$1,000,000) policy limit for disease, per occurrence. Coverage shall provide for a waiver of subrogation for each of the "Indemnified Parties."

**1.2.1.3 Jones Act Insurance Requirements:** Where applicable, any vessel and crew used in Contractor's or any subcontractor's work that is subject to claims which may be brought by or against them under U.S. Admiralty laws, including the Jones Act, shall provide a policy of insurance which specifically covers claims made under U.S. Admiralty Law, including the Jones Act. Limits of insurance shall not be less than One Million Dollars (\$1,000,000) each Occurrence. Each policy shall name the "Indemnified Parties" as Additional Insureds of such insurance and provide for a waiver of subrogation to each.

**1.2.1.4 United States Longshore and Harbor Workers Compensation Act (USL&H):** Where applicable, Contractor and any subcontractor agree to have their Workers Compensation and Employer's Liability insurance policies endorsed to cover worker claims subject to Federal USL&H law.

**1.2.2 Commercial General Liability Insurance:** Contractor shall at all times maintain commercial general liability insurance for injury to or death of persons and for damage to or loss or destruction of property, with a minimum combined single limit of not less than One Million Dollars (\$1,000,000) per occurrence and an annual aggregate limit of Two Million Dollars (\$2,000,000). Such policy shall include products and completed operations coverage and contractual liability coverage for liability assumed under this Contract. Such policy shall provide for the severability of interests. Policy shall not have any exclusions for the exposures of underground work, explosion, and collapse. All coverage shall be on an occurrence form and not on a claims-made basis. The insurance shall provide for the following additional conditions and coverage for this contract:

**1.2.2.1** The "Indemnified Parties" shall be named as Additional Insureds, including for the Products and Completed Operations hazards, using one of the following combinations of ISO Commercial General Liability forms: (1) CG 20 10 (11 85); or (2) CG 20 10 (10 01) and CG 37 (10 01); or (3) CG 20 33 (10 01) and CG 20 37 (10 01); or (4) an endorsement providing equivalent coverage to the Additional Insureds.

**1.2.2.2** The commercial general liability policy shall be endorsed by ISO form CG 24 17 – Contractual Liability – Railroads, or otherwise not exclude coverage, for Contractor's operations performed within fifty (50) feet of any railroad.

**1.2.2.3** Coverage shall be endorsed to provide a Per Project Aggregate Limit for this contract.

**1.2.2.4** Coverage shall be provided on a primary basis and be non-contributory with any other insurance of the “Indemnified Parties.”

**1.2.2.5** Coverage shall provide a waiver of subrogation to the “Indemnified Parties.”

**1.2.3 Railroad Protective Liability Insurance is Required.** Contractor shall purchase and maintain a separate policy of Railroad Protective Liability insurance, in the amount of Two Million Dollars (\$2,000,000.00) per Occurrence and Six Million Dollars (\$6,000,000.00) Aggregate. The policy shall be name (1) Oregon International Port of Coos Bay and Coos Bay Rail Line, Inc. as Named Insureds on ISO Railroad Protective Liability form CG 00 35 12 07 or a substantially equivalent form. A complete and valid copy of the policy shall be provided to the Port prior to commencement of any work to be performed.

**1.2.4 Contractors Jobsite Pollution Liability Insurance** in the amount of One Million Dollars (\$1,000,000.00) per Occurrence, which covers the Contractor’s liability for sudden and accidental pollution incidents and for the costs to test for, monitor and clean-up pollutants and environmental damage. Coverage shall provide a waiver of subrogation for, and name, the “Indemnified Parties” as Additional Insureds.

**1.2.5 Commercial Automobile Liability Insurance** for all owned, non-owned and hired automobiles, with a combined single limit of not less than One Million Dollars (\$1,000,000.00) each occurrence for injury to or death of persons and damage to or loss or destruction of property. Coverage shall provide a waiver of subrogation for, and name, the “Indemnified Parties” as Additional Insureds.

**1.2.6 Watercraft Liability Insurance** for all owned, non-owned, hired, and borrowed watercraft, with a combined single limit of not less than One Million Dollars (\$1,000,000.00) each occurrence for bodily injury to or death of persons and damage to or loss or destruction of property, if applicable. Such policy shall include or otherwise be endorsed to provide liability insurance coverage for pollution incidents. Coverage shall provide a waiver of subrogation for, and name, the “Indemnified Parties” as Additional Insureds.

**1.2.7 Commercial Umbrella Liability Insurance** in the amount of and which provides limits of insurance not less than One Million Dollars (\$1,000,000.00) in excess over the underlying policies of Employers’ Liability, Commercial General Liability, and Commercial Auto Liability. Coverage shall provide a waiver of subrogation for, and name, the “Indemnified Parties” as Additional Insureds.

**1.2.8 Certificates and Proof of Insurance:** Prior to commencing the work and upon any renewal or replacement of each insurance, during the term of this agreement, Contractor shall furnish certificates and proof of insurance to the Port’s Authorized Field Representative, Rick Adamek; 125 Central Ave., Coos Bay, OR 97420-0311. Certificates shall be issued separately to each “Indemnified Party”. Copies of the declaration’s pages and/or copies of the endorsements, shall accompany each certificate, which provide proof of the specific conditions required of each insurance. When requested in writing, Contractor shall provide to the Port, complete copies of insurance policies and their endorsements no later than 14 days following the written request. This provision, to provide copies of insurance policies, shall survive the termination of this agreement.

**1.2.9 Additional Insureds:** The following “Indemnified Parties” shall be named as Additional Insureds in the Contractors and all subcontractors policies, as follows:

(a) **Oregon International Port of Coos Bay (Port)**, its officers, directors, employees, agents, and assigns. 125 Central Ave., Coos Bay, OR 97420.

(b) **Coos Bay Rail Line, Inc. (CBRL)** 115 Hall Ave., Coos Bay, Or. 97420

**1.2.10 Additional Insurance Requirements and Conditions:**

(a) **Insurance Company Conditions:** Insurance policies must be underwritten by companies that

carry a minimum Best's rating of "A-VII" or better. Port reserves the right to review, investigate, and reject insurance companies to be used by Contractor.

- (b) Lapse, Change or Cancellation of Insurance:** Contractor shall cause its insurance company to give at least 30 days' notice of cancellation, non-renewal, lapse, or material change to any insurance to which this contract applies. If Contractor's policies lapse or are canceled at any time during the term of this Contract, Port shall have the right to immediately suspend all of Contractor's work until such insurance requirements have been fully satisfied by Contractor.
- (c) No Limitation of Liability:** Nothing contained herein these requirements shall limit the Contractor's liability to the scope of or amount of insurance required. Contractor shall be solely responsible for any deductibles, self-insured retention amounts, and any uninsured liability or property losses for which the contractor is liable.
- (d) Subcontractor's Insurance Required:** Contractor shall require in written contracts with subcontractors to maintain the same types, amounts and conditions of insurance as required of the Contractor herein. Any waiver or exception of any insurance requirement for a subcontractor must be approved in writing by the Port prior to commencing work.

**1.2.11 Contractor's Property Insurance, Waiver of Subrogation and Installation Floater Insurance Conditions and Requirements:** Contractor acknowledges and agrees that it is solely responsible for any loss of or damage to, including the loss of use thereof, its own property, subcontractor's property, Contractor's and subcontractors' employees' property and the property of others for which the Contractor is liable. The Port shall not be liable for and does not insure any property of the Contractor or for which the Contractor is liable. Contractor shall waive any rights its property insurers may have to subrogate their losses against the Port.

- (a) Installation Floater Insurance:** Contractor is required to supply and maintain Installation Floater Insurance on Contractors usual inland marine property insurance form, an all-risk form of insurance, with replacement cost, for the total contract value for this project. The policy shall name the Port as a Loss Payee on Contractors property insurance subject to this requirement.

**1.2.12 Claims-Made Policies Continuation and Extended Reporting Period ("Tail") Coverage Requirement:** Any insurance policy written on a claims-made form shall be continued (retained) in full force and effect for a period not less than one year following the completion and acceptance of the work and or termination of this agreement for any reason. If a claims-made policy is cancelled or terminated, for any reason, the Port reserves the right to require Contractor to purchase an Extended Reporting Period ("Tail") of up to three (3) years.