

**The Ohio-Kentucky-Indiana Regional Council of Governments
CONSULTANT SERVICES FOR BENCHMARK RIVER AND RAIL TERMINALS:
HIGHWAY/RAIL GRADE CROSSING SAFETY IMPROVEMENTS RFQ
Questions and Answers**

Q&A numbers 1-15 were received during the September 14, 2021, Public Q&A Site Visit and transcribed immediately following the event. Q&A numbers 16-21 were received via email between August 30, 2021 and Noon EDT on September 21, 2021.

1. Q: Have both CIND and CSX conducted their site surveys as part of initiating the railroad PE?
A. CIND held their Site Survey visit on 09/02/21. CSX's Site Survey has yet to be scheduled.

2. Q: Was ORDC a part of CIND's Site Survey Visit?
A. No.

3. Q: Are OKI and Benchmark operating as co-PMs on this project?
A. OKI is the actual FRA CRISI Grantee. OKI is acting as a pass-through public agency for the federal grant funding. Benchmark will submit CRISI reimbursement requests to OKI and OKI will review prior to submittal FRA for reimbursement. FRA left it open to OKI to determine what procurement process would be followed for implementing the project. Therefore, OKI is following our standard RFQ process with some added language to meet FRA CRISI requirements. This is the reason OKI is leading the RFQ process "on behalf of" Benchmark. When it comes to the actual project, Benchmark is serving as the Project Manager. As the public partner, OKI's responsibility is as an administrator to ensure compliance with FRA CRISI guidelines and keep the project on schedule and budget.

4. Q: Are PE Agreements executed with both railroads?
A. Yes, Benchmark has signed PE Agreements with both CSX and CIND. As required by CSX, Benchmark has paid the Railroad in advance for their PE work. CIND does not require PE payment upfront.

5. Q: Will there be a contractual relationship between the Consultant and OKI?
A. No.

6. Q: [Based on Question #5], are all the insurance indemnification requirements that name OKI and in accordance with OKI regulations applied or not applied?
A. Please refer to Answers below under Question numbers 18 and 20.

7. Q: Is the Consultant Team expected to help with the administration of the CRISI Grant?
A. No. The Deliverables outlined in the RFQ's Section 4.4 will ensure that Benchmark and ultimately OKI has what is needed for administering the CRISI grant and meeting all FRA requirements.
8. Q: Is Benchmark going to administer the Construction?
A. Yes, Benchmark will serve as the Project Manager for construction. OKI left construction of the traffic signal and any other non-railroad improvements out of this RFQ's Project Scope because it was not anticipated that the consultant firm selected through this RFQ process would have the experience and resources to conduct actual construction services. However, it is projected that the firm selected from this RFQ would be retained to continue to assist Benchmark with oversight and coordination assistance through construction to achieve the project's full completion. A separate RFQ for construction services is anticipated.
9. Q: The trucks enter and go in a circular pattern? please explain.
A. Once trucks enter Benchmark's Southern Terminal gate, they drive in a clockwise pattern to (1) be weighed along the back "aisle" closest to the river, (2) filled with product along the front "aisle" closest to the working rail tracks, (3) conduct a second loop through the scales to be weighed, and (4) exit the terminal from the front "aisle." Trucks swing widely to make the left turn from the front "aisle" to exit through the terminal's gates.
10. Q: Boring under Benchmark's working tracks, CSX and CIND tracks should not be an issue, correct?
A. During CIND's Site Visit, they stated that work would be conducted through boring under the road and rail and that no trenches or open cutting would be needed. This appeared to be standard procedure and not an issue. Also, during CIND's Site Survey, the proximity of Duke transmission lines and electrical pole with the potential raised position of the railroad safety arm were noted. This may require coordination with Duke Energy and potential relocation of utilities.
11. Q: The traffic signal will be coordinated with the City of Cincinnati and follow their standard standards?
A. Yes. This has been confirmed with the City and ODOT District 8 due to the project's location within City of Cincinnati boundaries. This segment of River Road where the project is located is under the City of Cincinnati's jurisdiction.
12. Q: Has City stated if they want a mast arm or spanned arm design?
A. No discussion on design of the traffic signal has occurred. This is part of the RFQ's project scope and services needed from the selected firm.

13. Q: *Regarding an object/red pipe located adjacent to Benchmark's Gate 2 drive, question was asked whether it was a fire service line?*
- A. The structure is inactive and a legacy of when the site was owned and operated by the Department of Defense and handled jet fuel. The structure is part of a fire foam suppression system. Benchmark handles no flammable materials at the present time.
14. Q: Are there any utilities located under the Gate 2 drive?
- A. None located under the drive that Benchmark is aware of. Receiving pipes conveying material across River Road to the Northern Terminal's large tanks run to the east of the Gate 2 drive. The alignment is noted by the standing pipes located on north side of River Road. Water and gas utilities come into the Southern Terminal but are away from the crossings. Private utilities run across the drive inside the Southern Terminal's gate but are located deep enough not to be disturbed by a loop detector system that might be installed in the drive's pavement as part of the project.
15. Q: When is Benchmark's Southern Terminal gate closed?
- A. Benchmark only operates its Southern Terminal from 6am to 4pm. The Terminal is always attended, and the gates remain open during these hours. Gates are closed all other times when operations are stopped, and no one is attending the facility. These are U.S. Coast Guard regulations that Benchmark must follow much like TSA security guidelines. In the future, should Benchmark expand operating hours at the Southern Terminal, the gate may need to function throughout the day. In this case, future coordination between an automated gate and the rail/traffic signal preemption would be considered.
16. Q: Any RFI's/Memo's or addenda for the Highway/Rail Grade Crossing Safety Improvements - Engineering Qualifications? Still want qualifications by 10/07/2021?
- A. No addenda, nothing to add or change to initial RFQ. Yes, deadline for submittals is 10/7/21.
17. Q: Section 1.10: Statement that prime consultant will be required to perform all services for the contract regardless of who performs them. Can you clarify that the prime consultant's responsibility is limited to the agreed upon consultant scope in the executed contract between the consultant and Benchmark Terminals and does not incorporate all work that may be necessary for the construction of the project and administration of the funding from FRA.
- A. Yes. The Prime Consultant's responsibility will be limited to the agreed upon consultant scope in the executed contract between the consultant and Benchmark. In Section 1.10, by stating, "The Prime Consultant will be required to assume responsibility for all services required by the contract regardless of who provides them," it was intended to mean that if any subconsultants are used by the Prime Consultant, since Benchmark will not hold individual contracts with each subconsultant, the Prime Consultant will be held responsible. OKI and Benchmark plan on issuing a future RFQ for construction services to erect the new traffic signal and install any non-railroad improvements. OKI is handling

all administration for the FRA CRISI grant. The RFQ's project scope includes all elements necessary for OKI to fulfill its administration responsibilities.

18. Q: Section 2.1: Second Paragraph, requiring notification to OKI upon detection of any unsafe or "unhealthy" working conditions at the work site. The consultant will not have any charge or contractual responsibilities for conditions at the work site and cannot indemnify OKI from violation of work site safety laws by others at the job site. Please clarify the applicability of this section.

A. Section 2.1 is an example in which OKI should be maximally indemnified but not have any other responsibilities. For clarity, the second paragraph of Section 2.1 should include both OKI and Benchmark as follows, "The Consultant agrees to comply with all statutes, rules, and regulations governing safe and healthful working conditions, including the Occupational Health and Safety Act of 1970, 29 U.S.C. 650 *et seq.*, as amended, Ohio Revised Code Section 4101 and KRS Chapter 338. The Consultant also agrees to notify OKI and Benchmark in writing immediately upon detection of any unsafe and/or unhealthful working conditions at the job site. Submitting firm agrees to indemnify, defend, and hold OKI and Benchmark harmless from all penalties, fines or other expenses arising out of the alleged violation of said laws."

19. Q: Section 2.6 if there is not a contractual relationship between the consultant and OKI it does not appear that this section is applicable

A. The use of "OKI" in Section 2.6, should be replaced with "Benchmark" making Section 2.6 applicable.

20. Q: Section III: If there is not a contractual relationship between the consultant and OKI, it does not appear that the terms for the indemnification and insurance would be applicable to OKI but instead would be applicable to a mutually acceptable contract between the consultant and Benchmark Terminals. Please clarify OKI's role in the indemnification and insurance requirements with the contract executed between the consultant and Benchmark Terminals.

A. Section 3 is another example in which OKI should be maximally indemnified but not have any other responsibilities. For clarity, in Sections 3.1 to 3.4, since the mutually acceptable contract will be between Benchmark and the consultant, every use of "OKI" should be replaced by "Benchmark" with three exceptions where both entities are sited. Two of these exceptions are found in Section 3.1 and the third of these exceptions is in Section 3.2.1. as follows: "Benchmark, and OKI, its elected and appointed officials, employees, agents and successors are added as an "Additional Insured" as respects operations of the Named Insured performed relative to the contract."

21. Q: Section 4.3.3: (section duplicated) Please clarify that the consultant deliverables do not include the railroad signaling circuitry as those elements are typically designed and constructed by the respective railroads. Additionally, please clarify the consultant's responsibility during the construction phase of the project.

A. Section numbering duplication is noted. Correct, railroad signaling circuitry design and construction will be conducted by the respective railroad. However, the consultant will coordinate with the railroads to include these circuitry designs/specifications into the design of the new traffic signal, as appropriate. OKI and Benchmark plan on issuing a separate, future RFQ for construction services to erect the new traffic signal. It is OKI and Benchmark's understanding that the railroads will construct all rail-related improvements. As the consultant selected through this RFQ will have created the PE and PD for the new traffic signal in accordance with the railroad's preemption specifications, it is OKI and Benchmark's intent that Benchmark retain the consultant to oversee this project through construction to final completion. The contract developed between Benchmark and the selected consultant is intended to define and detail the final scope. The selected consultant will possess the experience and knowledge on safety at-grade improvements that OKI and Benchmark require to assist in achieving a clear and complete scope of work.