

NOTICE TO BIDDERS

Addendum No. 1

March 18, 2010

MATERIAL PURCHASE

FOR THE MAINTENANCE & REPAIRS TO THE SALEM BRANCH EXTENSION – MAIN STEM CLASS I RAILROAD

**LOCATED IN
SALEM COUNTY, NEW JERSEY**

FEDERAL GRANT AGREEMENT NO. DTR53-08-G-00010

ORIGINAL BID OPENING: THURSDAY, MARCH 25, 2010 @ 11:00 AM

NEW BID OPENING: WEDNESDAY, MARCH 31, 2010

PREVAILING TIME: 2:00 PM

Prepared by:
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The following paragraphs clarify questions raised during the open bid phase of the public bid, and each prospective bidder will make these changes part and parcel of the contract:

1. Page 1, Notice To Bidders:

The original bid opening date of Thursday, March 25, 2010 at 11 am is hereby deleted from the contract and the seventh paragraph is replaced with the following:

*The bids shall be returned to the Salem County Purchasing Department, 94 Market Street., Salem, New Jersey 08079, phone 856-935-7510, ext. 8403, **Wednesday, March 31, 2010, at 2:00 P.M.** prevailing time, when they will be opened and read in public. Late bids will not be received or considered.*

2. Page 16, Section 103.08, Maintenance Bonds:

Any reference to the furnishing of a maintenance bond is hereby deleted.

3. Page 17, Section 104.01, Scope of Work:

Any reference to the delivery and unloading and securing of materials at 52 McKillip Road, in Alloway, NJ, aka SCIA Landfill, is hereby deleted and replaced with the following:

“Furnish, deliver, and unload, and neatly stack, the required quantities of material, at the Salem County Road Department, located at 153 Cemetery Road, Pilesgrove, NJ 08098, located at the intersection of Route 45 and Cemetery Road.”

This facility is fully fenced, secured and protected with full video surveillance, thus not requiring any security fencing installation by the successful bidder.

Any reference to security fencing in this contract is hereby deleted.

4. Page 19, Section 108.19, Completion and Acceptance:

This section is hereby deleted and replaced with the following:

*“This project shall be completed within **30** calendar days after notice to proceed date. A progress schedule shall be developed showing delivery dates, location of materials, delivery of certificates of compliance, etc.*

This project shall require a specific schedule of operations, as follows:

- **Notify the Engineer of the location of the materials and the Engineer shall inspect the materials prior to delivery.***
- **Owner may opt to have supplier submit photos and samples of rail and materials to Owner, if supplier is more than 2-hours from Owner’s Facility.***
- **Fabricate and install Project ID Sign at 153 Cemetery Road.***
- **Layout storage area, with Public Works Director, and assess driveway access.***
- **The materials will be inspected at the delivery site prior to acceptance.***
- **The materials shall be placed & stacked for easy access and moving as required by the future installer.***
- **All ties shall be delivered palletized.***
- **All spikes shall be in containers.***
- **All rail shall be neatly stacked with wood chocks, on a flat surface.***
- **Complete work in 30 calendar days***

5. Page 20, Section 109.13, Warranty Against Defective Work:

Any reference to the furnishing and delivery of a maintenance bond or guarantee is hereby deleted. Defective materials or materials not within specification will be rejected and not paid for under this material delivery contract.

6. Page 21, Section 151.03, Performance & Payment Bonds:

Any reference to the furnishing and delivery of performance and payment bonds for this material purchase contract is hereby deleted. Owner will not consider any partial payments for work in progress. Owner will consider one final payment, upon Engineer's full acceptance of all materials, after 'certificates of compliance' are filed and accepted by Owner.

7. Page 22, Section 152, Insurance:

Any reference to 'Railroad Protective Liability' Insurance is hereby deleted from this contract.

8. Page 25, Specifications:

Rail furnished and delivered may be certified relay or new continuous welded rail, ranging in length from 35-feet to 80-feet. However, all materials shall be delivered to the storage site at 153 Cemetery Road, which has no direct connection to a railway.

Therefore, the successful bidder will be required to furnish the materials in such a manner to unload the stock at the above address, in the rear of the facility, at the direction of the Director of the Road Department. Ample space will be provided to safely stage the materials.

9. Page 25, Security Fencing:

Any reference to security fencing to be installed by the successful bidder is hereby deleted. Storage area located at 153 Cemetery Road is fully enclosed, secured with fencing, gated and protected with video surveillance cameras.

10. Page 28, Tie Plates:

All tie plates delivered will be 'palletized,' with no exceptions. Dump-truck delivery will be rejected. Each pallet of tie plates will be certified with a count figure attached.

11. Page 28, Rail Anchors:

Rail anchors will be new, with no exceptions.

By order of the Board of Chosen Freeholders of the County of Salem, Lee R. Ware, Director

*Carol S. Wooten
Purchasing Agent*