

ADDENDUM No. 1 TO REQUEST FOR PROPOSALS No. 2303 & 2304

April 6, 2023

This Addendum No. 1, attached to and made a part of Requests for Proposals (RFPs) No. 2303 and 2304 contains all changes, corrections, clarifications, and answers to common questions pertaining to the RFPs through the date above. This Addendum No. 1 shall be noted in all proposals. Unless specifically altered, all original specifications shall govern.

1. ADDITIONAL WORK

RFP 2303 is revised to include a second scope of work, as contained on Schedule L, including an additional 2,751 TF of track construction. The total project of 12,515 TF of construction will be awarded to a single respondent.

RFP 2304 is issued for construction of a turnout and connecting tracks on the South side of Southard Avenue. The award of work associated with RFP 2304 will be made independently from the award of RFP 2303. Where applicable, this Addendum also applies to RFP 2304.

2. PROPOSAL DEADLINE

The deadline for proposals is unchanged.

3. REVISED PROJECT WORKSHEET

RFP Project Worksheet 2303R shall be used to respond to RFP 2303.

4. REVISED UNIT

Item 11, RCA, on the 2303R Project Worksheet is revised from L.F. to Tons.

5. RAIL BONDING

There is no rail bonding required on these projects and Item 7 on the 2303R Project Worksheet is deleted.

6. ENGINEERING & DESIGN

There is no design work required on these projects.

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7. CONCRETE SLAB BRIDGES

There is no work required on these bridges.

8. BALLAST

Ballast shall be trap rock or granite.

Ballast cross sections shall be according to NARSTCO specifications which can be found with other referenced material at https://www.cadrailroads.com/rfp.

9. BUY USA

The Buy USA provisions of this project shall apply to all steel components whether new or relay, and providence of supply will be required except for the reuse of rail and OTM already on site.

10. TAMPER

Final raise, line, and surface shall be made using an automatic lining and leveling torsion beam tamper.

11. COMPACTIBLE MATERIAL

Recycled Concrete Aggregate (RCA) shall be provided by the contractor...

DGA may be substituted for RCA.

RCA should be clean and free from rebar or other steel.

12. SALVAGED TIE PLATES.

Tie plates in the existing 130#PS rail are a mix of single and double shoulder plates and many have been stolen or are missing. Double shoulder ties plates shall be reused first. Bent or broken plates shall not be reused.

13. BOLTS IN 130#PS BARS

It is believed that all of the bolts in the existing 130#PS rail are 1-1/8" diameter. New bolts and hardware shall be 1-1/8" unless bars and rail drilling are stamped/drilled for 1" hardware.

14. INSULATED JOINT BARS (RFP 2303 ONLY)

The new Polyurethane Insulated Rail Joints, Seneca or equivalent, specified in RFP 2303 shall be installed in the 130#PS rail in the wood tie section. Existing insulated joint bars, if there are any, *shall not be reused*.

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15. RAIL DRILLING/JOINT BARS FOR 6" BASE RAIL

Six hole joint bars with the following drilling and hole pattern shall be used.

Rail Section	Rail Drilling	Joint Bar Pattern
132#RE/136#RE	3.5"-6"-6"	6"-6"-7.125"-6"-6"

16. CONSTRUCTION DEADLINE & DEDUCTIONS

The completion of these projects is time critical.

The "Construction Deadline" for these projects shall be the latest of:

- a) July 31, 2023,
- b) Ninety (90) days after the Railroad issues a Purchase Order and Notice to Proceed, or
- c) Thirty (30) days after at least one of the connecting grade crossings is complete.

The "Construction Deadline" shall be met if the new track is ballasted, tamped, lined, and ready for train traffic, and meets FRA Class II minimum standards. Final inspections, payment, cleanup, and demobilization shall not affect the "Construction Deadline."

The Contractor shall notify the Railroad, immediately in writing, of any delay caused by the Railroad that might affect completion of the project by the "Construction Deadline."

Notwithstanding delays caused by the Railroad, the Railroad shall deduct the following per diem delay penalties from final payment:

For delay 1-30 days past the "Construction Deadline" ~ @\$250.00 per diem For delays 31-60 days past the "Construction Deadline" ~ @\$500.00 per diem For delays 61-90 days past the "Construction Deadline" ~ @\$1,000.00 per diem

For delays over 90 days past the "Construction Deadline" the Contractor shall be in defacto breach of performance, and the Railroad shall have the right to take any and all action, and seek any and all remedies, to complete the project in the most expedient manner, at the Contractor's cost and expense.

The application of this section applies to both RFPs independently.

K.BURENGA

President
Phone 833-752-1849 Extension 704
Email: KBurenga@gmail.com