



Department of Administration  
Purchasing Division  
2019 Washington Street East  
Post Office Box 50130  
Charleston, WV 25305-0130

## State of West Virginia Purchase Order

Order Date: 05-18-2022

CORRECT ORDER NUMBER MUST APPEAR  
ON ALL PACKAGES, INVOICES, AND  
SHIPPING PAPERS. QUESTIONS  
CONCERNING THIS ORDER SHOULD BE  
DIRECTED TO THE DEPARTMENT  
CONTACT.

Order Number:	CPO 0804 0804 RMA2200000006 1	Procurement Folder:	1020552
Document Name:	Replace 5000 Ties on SBVR	Reason for Modification:	
Document Description:	(Construction) Replace 5000 ties on SBVR & Tamp		
Procurement Type:	Central Purchase Order		
Buyer Name:	David H Pauline		
Telephone:	304-558-0067		
Email:	david.h.pauline@wv.gov		
Shipping Method:	Best Way	Effective Start Date:	
Free on Board:	FOB Dest, Freight Prepaid	Effective End Date:	

VENDOR	DEPARTMENT CONTACT																				
Vendor Customer Code: 000000210226 MORGAN RAIL SERVICE LLC 10152 HEDGESVILLE RD  HEDGESVILLE WV 25427 US Vendor Contact Phone: 304-676-0961 Extension: Discount Details: <table><thead><tr><th></th><th>Discount Allowed</th><th>Discount Percentage</th><th>Discount Days</th></tr></thead><tbody><tr><td>#1</td><td>No</td><td>0.0000</td><td>0</td></tr><tr><td>#2</td><td>Not Entered</td><td></td><td></td></tr><tr><td>#3</td><td>Not Entered</td><td></td><td></td></tr><tr><td>#4</td><td>Not Entered</td><td></td><td></td></tr></tbody></table>		Discount Allowed	Discount Percentage	Discount Days	#1	No	0.0000	0	#2	Not Entered			#3	Not Entered			#4	Not Entered			Requestor Name: Lucinda K Butler Requestor Phone: (304) 538-2305 Requestor Email: cindy.k.butler@wv.gov  <b>22</b> FILE LOCATION _____
	Discount Allowed	Discount Percentage	Discount Days																		
#1	No	0.0000	0																		
#2	Not Entered																				
#3	Not Entered																				
#4	Not Entered																				

INVOICE TO	SHIP TO
STATE RAIL AUTHORITY 120 WATER PLANT DR  MOOREFIELD WV 26836 US	STATE RAIL AUTHORITY (DBA) SOUTH BRANCH VALLEY RAILROAD 120 WATER PLANT DR MOOREFIELD WV 26836 US

Purchasing Division's File Copy

Total Order Amount: \$698,700.00

**ENTERED**

PURCHASING DIVISION AUTHORIZATION DATE: Linda Harper 5/18/22 ELECTRONIC SIGNATURE ON FILE	ATTORNEY GENERAL APPROVAL AS TO FORM DATE: John S. Gray ELECTRONIC SIGNATURE ON FILE	ENCUMBRANCE CERTIFICATION DATE: Beverly Toler 5-24-22 ELECTRONIC SIGNATURE ON FILE
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5/23/2022

**Extended Description:**

Construction Contract  
(South Branch Valley Railroad)

The Vendor, Morgan Rail Service, LLC., agrees to enter into this one-time construction contract with the Agency, West Virginia State Rail Authority, , to provide all labor, material, tools, equipment, supplies and supervision necessary to complete the Contract to replace 5,000 ties between MP 22.0 - MP 32.0 and tamp this area and an additional one mile of continuous tamping on the South Branch Valley Railroad , per the bid requirements, terms, conditions, specifications, Addendum No. 1 issued 04/05/2022, Addendum No. 2 issued 04/22/2022, Addendum No. 3 issued 04/25/2022, Addendum No. 4 issued 04/26/2022, and the vendor's bid dated 04/27/2022 all incorporated herein by reference and made apart of hereof. See attached documents.

Line	Commodity Code	Quantity	Unit	Unit Price	Total Price
1	72141603	5000.00000	EA	134.000000	670000.00
Service From	Service To	Manufacturer	Model No		

**Commodity Line Description:** Replace 5000 Ties and Tamp

**Extended Description:**

Replace 5000 ties and tamp area between MP 22-32 on SBVR

Line	Commodity Code	Quantity	Unit	Unit Price	Total Price
2	72141603	4800.00000	FT	5.000000	24000.00
Service From	Service To	Manufacturer	Model No		

**Commodity Line Description:** Additional Gaging

**Extended Description:**

Additional Gaging of 4,800 feet of track

Line	Commodity Code	Quantity	Unit	Unit Price	Total Price
3	72141603	1.00000	MILE	4700.000000	4700.00
Service From	Service To	Manufacturer	Model No		

**Commodity Line Description:** Additional Tamping - 1 mile

**Extended Description:**

Continuous tamping of an additional one mile on SBVR

	Document Phase	Document Description	Page 3
RMA2200000006	Draft	(Construction) Replace 5000 ties on SBVR & Tamp	

# **ADDITIONAL TERMS AND CONDITIONS**

See attached document(s) for additional Terms and Conditions

## **GENERAL TERMS AND CONDITIONS:**

**1. CONTRACTUAL AGREEMENT:** Issuance of an Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance by the State of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid, or on the Contract if the Contract is not the result of a bid solicitation, signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.

**2. DEFINITIONS:** As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.

**2.1. "Agency" or "Agencies"** means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.

**2.2. "Bid" or "Proposal"** means the vendors submitted response to this solicitation.

**2.3. "Contract"** means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.

**2.4. "Director"** means the Director of the West Virginia Department of Administration, Purchasing Division.

**2.5. "Purchasing Division"** means the West Virginia Department of Administration, Purchasing Division.

**2.6. "Award Document"** means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the contract holder.

**2.7. "Solicitation"** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.

**2.8. "State"** means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.

**2.9. "Vendor" or "Vendors"** means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

**3. CONTRACT TERM; RENEWAL; EXTENSION:** The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:

☐ **Term Contract**

**Initial Contract Term:** The Initial Contract Term will be for a period of \_\_\_\_\_. The Initial Contract Term becomes effective on the effective start date listed on the first page of this Contract and the Initial Contract Term ends on the effective end date also shown on the first page of this Contract.

**Renewal Term:** This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be delivered to the Agency and then submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Unless otherwise specified below, renewal of this Contract is limited to \_\_\_\_\_ successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed the total number of months available in all renewal years combined. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

☐ **Alternate Renewal Term** – This contract may be renewed for \_\_\_\_\_ successive \_\_\_\_\_ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

**Delivery Order Limitations:** In the event that this contract permits delivery orders, a delivery order may only be issued during the time this Contract is in effect. Any delivery order issued within one year of the expiration of this Contract shall be effective for one year from the date the delivery order is issued. No delivery order may be extended beyond one year after this Contract has expired.

☒ **Fixed Period Contract:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within Three hundred sixty-five (365) days.

☐ **Fixed Period Contract with Renewals:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within \_\_\_\_\_ days. Upon completion of the work covered by the preceding sentence, the vendor agrees that maintenance, monitoring, or warranty services will be provided for \_\_\_\_\_ year(s) thereafter.

☐ **One-Time Purchase:** The term of this Contract shall run from the issuance of the Award Document until all of the goods contracted for have been delivered, but in no event will this Contract extend for more than one fiscal year.

☐ **Other:** Contract Term specified in \_\_\_\_\_

**4. AUTHORITY TO PROCEED:** Vendor is authorized to begin performance of this contract on the date of encumbrance listed on the front page of the Award Document unless either the box for “Fixed Period Contract” or “Fixed Period Contract with Renewals” has been checked in Section 3 above. If either “Fixed Period Contract” or “Fixed Period Contract with Renewals” has been checked, Vendor must not begin work until it receives a separate notice to proceed from the State. The notice to proceed will then be incorporated into the Contract via change order to memorialize the official date that work commenced.

**5. QUANTITIES:** The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.

☐ **Open End Contract:** Quantities listed in this Solicitation/Award Document are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.

☐ **Service:** The scope of the service to be provided will be more clearly defined in the specifications included herewith.

☒ **Combined Service and Goods:** The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.

☐ **One Time Purchase:** This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General’s office.

**6. EMERGENCY PURCHASES:** The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute of breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.

**7. REQUIRED DOCUMENTS:** All of the items checked in this section must be provided to the Purchasing Division by the Vendor as specified:

☒ **BID BOND (Construction Only):** Pursuant to the requirements contained in W. Va. Code § 5-22-1(c), All Vendors submitting a bid on a construction project shall furnish a valid bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.

☒ **PERFORMANCE BOND:** The apparent successful Vendor shall provide a performance bond in the amount of 100% of the contract. The performance bond must be received by the Purchasing Division prior to Contract award.

☒ **LABOR/MATERIAL PAYMENT BOND:** The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be delivered to the Purchasing Division prior to Contract award.

In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable. Notwithstanding the foregoing, West Virginia Code § 5-22-1 (d) mandates that a vendor provide a performance and labor/material payment bond for construction projects. Accordingly, substitutions for the performance and labor/material payment bonds for construction projects is not permitted.

☐ **MAINTENANCE BOND:** The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award.

☐ **LICENSE(S) / CERTIFICATIONS / PERMITS:** In addition to anything required under the Section of the General Terms and Conditions entitled Licensing, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits upon request and in a form acceptable to the State. The request may be prior to or after contract award at the State's sole discretion.

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The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications regardless of whether or not that requirement is listed above.

**8. INSURANCE:** The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below and must include the State as an additional insured on each policy prior to Contract award. The insurance coverages identified below must be maintained throughout the life of this contract. Thirty (30) days prior to the expiration of the insurance policies, Vendor shall provide the Agency with proof that the insurance mandated herein has been continued. Vendor must also provide Agency with immediate notice of any changes in its insurance policies, including but not limited to, policy cancelation, policy reduction, or change in insurers. The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether that insurance requirement is listed in this section.

Vendor must maintain:

☒ **Commercial General Liability Insurance** in at least an amount of: \$1,000,000 per occurrence.

☒ **Automobile Liability Insurance** in at least an amount of: \$1,000,000 per occurrence.

☐ **Professional/Malpractice/Errors and Omission Insurance** in at least an amount of: \_\_\_\_\_ per occurrence. Notwithstanding the forgoing, Vendor's are not required to list the State as an additional insured for this type of policy.

☐ **Commercial Crime and Third Party Fidelity Insurance** in an amount of: \_\_\_\_\_ per occurrence.

☐ **Cyber Liability Insurance** in an amount of: \_\_\_\_\_ per occurrence.

☐ **Builders Risk Insurance** in an amount equal to 100% of the amount of the Contract.

☐ **Pollution Insurance** in an amount of: \_\_\_\_\_ per occurrence.

☐ **Aircraft Liability** in an amount of: \_\_\_\_\_ per occurrence.

☒ Certificate Holder to Read: State Rail Authority  
120 Water Plant Dr.  
Moorefield, WV 26836

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Notwithstanding anything contained in this section to the contrary, the Director of the Purchasing Division reserves the right to waive the requirement that the State be named as an additional insured on one or more of the Vendor's insurance policies if the Director finds that doing so is in the State's best interest.

**9. WORKERS' COMPENSATION INSURANCE:** Vendor shall comply with laws relating to workers compensation, shall maintain workers' compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request.

**10. [Reserved]**

**11. LIQUIDATED DAMAGES:** This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy. Vendor shall pay liquidated damages in the amount specified below or as described in the specifications:

☒ One-Thousand (\$1,000) for every calendar day beyond three hundred sixty-five (365).

☐ Liquidated Damages Contained in the Specifications.

☐ Liquidated Damages Are Not Included in this Contract.

**12. ACCEPTANCE:** Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the State that cannot be unilaterally withdrawn, signifies that the product or service proposed by vendor meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise indicated, and signifies acceptance of the terms and conditions contained in the Solicitation unless otherwise indicated.

**13. PRICING:** The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification. Notwithstanding the foregoing, Vendor must extend any publicly advertised sale price to the State and invoice at the lower of the contract price or the publicly advertised sale price.

**14. PAYMENT IN ARREARS:** Payments for goods/services will be made in arrears only upon receipt of a proper invoice, detailing the goods/services provided or receipt of the goods/services, whichever is later. Notwithstanding the foregoing, payments for software maintenance, licenses, or subscriptions may be paid annually in advance.

**15. PAYMENT METHODS:** Vendor must accept payment by electronic funds transfer and P-Card. (The State of West Virginia's Purchasing Card program, administered under contract by a banking institution, processes payment for goods and services through state designated credit cards.)

**16. TAXES:** The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.

**17. ADDITIONAL FEES:** Vendor is not permitted to charge additional fees or assess additional charges that were not either expressly provided for in the solicitation published by the State of West Virginia, included in the Contract, or included in the unit price or lump sum bid amount that Vendor is required by the solicitation to provide. Including such fees or charges as notes to the solicitation may result in rejection of vendor's bid. Requesting such fees or charges be paid after the contract has been awarded may result in cancellation of the contract.

**18. FUNDING:** This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available. If that occurs, the State may notify the Vendor that an alternative source of funding has been obtained and thereby avoid the automatic termination. Non-appropriation or non-funding shall not be considered an event of default.

**19. CANCELLATION:** The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-5.2.b.

**20. TIME:** Time is of the essence regarding all matters of time and performance in this Contract.

**21. APPLICABLE LAW:** This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code, or West Virginia Code of State Rules is void and of no effect.

**22. COMPLIANCE WITH LAWS:** Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances.

**SUBCONTRACTOR COMPLIANCE:** Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to comply with all applicable laws, regulations, and ordinances. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

**23. ARBITRATION:** Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.

**24. MODIFICATIONS:** This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any change to existing contracts that adds work or changes contract cost, and were not included in the original contract, must be approved by the Purchasing Division and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change.

**25. WAIVER:** The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.

**26. SUBSEQUENT FORMS:** The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.

**27. ASSIGNMENT:** Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments.

**28. WARRANTY:** The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.

**29. STATE EMPLOYEES:** State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.

**30. PRIVACY, SECURITY, AND CONFIDENTIALITY:** The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/default.html>.

**31. YOUR SUBMISSION IS A PUBLIC DOCUMENT:** Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

**DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.**

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

**32. LICENSING:** In accordance with West Virginia Code of State Rules § 148-1-6.1.e, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

**SUBCONTRACTOR COMPLIANCE:** Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to be licensed, in good standing, and up-to-date on all state and local obligations as described in this section. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

**33. ANTITRUST:** In submitting a bid to, signing a contract with, or accepting a Award Document from any agency of the State of West Virginia, the Vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to Vendor.

**34. VENDOR CERTIFICATIONS:** By signing its bid or entering into this Contract, Vendor certifies (1) that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment or services; (2) that its bid or offer is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this Solicitation in its entirety; understands the requirements, terms and conditions, and other information contained herein.

Vendor's signature on its bid or offer also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency. The individual signing this bid or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

**35. VENDOR RELATIONSHIP:** The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, etc. and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing.

Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

**36. INDEMNIFICATION:** The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.

**37. PURCHASING AFFIDAVIT:** In accordance with West Virginia Code §§ 5A-3-10a and 5-22-1(i), the State is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State, Vendors are required to sign, notarize, and submit the Purchasing Affidavit to the Purchasing Division affirming under oath that it is not in default on any monetary obligation owed to the state or a political subdivision of the state.

**38. CONFLICT OF INTEREST:** Vendor, its officers or members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.

**39. REPORTS:** Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:

☒ Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.

☐ Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at [purchasing.division@wv.gov](mailto:purchasing.division@wv.gov).

**40. BACKGROUND CHECK:** In accordance with W. Va. Code § 15-2D-3, the State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check. Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

**41. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS:** Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open hearth, basic oxygen, electric furnace, Bessemer or other steel making process.
- c. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:

1. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or
2. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

**42. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL:** In Accordance with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2) that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in an amount more than fifty thousand dollars (\$50,000) or public works contracts that require more than ten thousand pounds of steel products.

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a “substantial labor surplus area”, as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products. This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for foreign aluminum, glass or steel products plus the applicable preference. If the reduced bid or offer prices are made in writing and supersede the prior bid or offer prices, all bids or offers, including the reduced bid or offer prices, will be reevaluated in accordance with this rule.

**43. INTERESTED PARTY SUPPLEMENTAL DISCLOSURE:** W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$1 million, the vendor must submit to the Agency a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-award interested party disclosure, within 30 days following the completion or termination of the contract. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

**44. PROHIBITION AGAINST USED OR REFURBISHED:** Unless expressly permitted in the solicitation published by the State, Vendor must provide new, unused commodities, and is prohibited from supplying used or refurbished commodities, in fulfilling its responsibilities under this Contract.

**45. VOID CONTRACT CLAUSES** – This Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law.



## **ADDITIONAL TERMS AND CONDITIONS (Construction Contracts Only)**

**1. CONTRACTOR'S LICENSE:** Until June 15, 2021, West Virginia Code § 21-11-2, and after that date, § 30-42-2, requires that all persons desiring to perform contracting work in this state be licensed. The West Virginia Contractors Licensing Board is empowered to issue the contractor's license. Applications for a contractor's license may be made by contacting the West Virginia Contractor Licensing Board.

The apparent successful Vendor must furnish a copy of its contractor's license prior to the issuance of a contract award document.

**2. DRUG-FREE WORKPLACE AFFIDAVIT:** W. Va. Code § 21-1D-5 provides that any solicitation for a public improvement contract requires each Vendor that submits a bid for the work to submit an affidavit that the Vendor has a written plan for a drug-free workplace policy. If the affidavit is not submitted with the bid submission, the Purchasing Division shall promptly request by telephone and electronic mail that the low bidder and second low bidder provide the affidavit within one business day of the request. Failure to submit the affidavit within one business day of receiving the request shall result in disqualification of the bid. To comply with this law, Vendor should complete the enclosed drug-free workplace affidavit and submit the same with its bid. Failure to submit the signed and notarized drugfree workplace affidavit or a similar affidavit that fully complies with the requirements of the applicable code, within one business day of being requested to do so shall result in disqualification of Vendor's bid. Pursuant to W. Va. Code 21-1D-2(b) and (k), this provision does not apply to public improvement contracts the value of which is \$100,000 or less or temporary or emergency repairs.

**2.1. DRUG-FREE WORKPLACE POLICY:** Pursuant to W. Va. Code § 21-1D-4, Vendor and its subcontractors must implement and maintain a written drug-free workplace policy that complies with said article. The awarding public authority shall cancel this contract if: (1) Vendor fails to implement and maintain a written drug-free workplace policy described in the preceding paragraph, (2) Vendor fails to provide information regarding implementation of its drug-free workplace policy at the request of the public authority; or (3) Vendor provides to the public authority false information regarding the contractor's drug-free workplace policy.

Pursuant to W. Va. Code 21-1D-2(b) and (k), this provision does not apply to public improvement contracts the value of which is \$100,000 or less or temporary or emergency repairs.

**3. DRUG FREE WORKPLACE REPORT:** Pursuant to W. Va. Code § 21-1D-7b, no less than once per year, or upon completion of the project, every contractor shall provide a certified report to the public authority which let the contract. For contracts over \$25,000, the public authority shall be the West Virginia Purchasing Division. For contracts of \$25,000 or less, the public authority shall be the agency issuing the contract. The report shall include:

(1) Information to show that the education and training service to the requirements of West Virginia Code § 21-1D-5 was provided;

(2) The name of the laboratory certified by the United States Department of Health and Human Services or its successor that performs the drug tests;

(3) The average number of employees in connection with the construction on the public improvement;

(4) Drug test results for the following categories including the number of positive tests and the number of negative tests: (A) Pre-employment and new hires; (B) Reasonable suspicion; (C) Post-accident; and (D) Random.

Vendor should utilize the attached Certified Drug Free Workplace Report Coversheet when submitting the report required hereunder. Pursuant to W. Va. Code 21-1D-2(b) and (k), this provision does not apply to public improvement contracts the value of which is \$100,000 or less or temporary or emergency repairs.

**4. AIA DOCUMENTS:** All construction contracts that will be completed in conjunction with architectural services procured under Chapter 5G of the West Virginia Code will be governed by the attached AIA documents, as amended by the Supplementary Conditions for the State of West Virginia, in addition to the terms and conditions contained herein.

**4A. PROHIBITION AGAINST GENERAL CONDITIONS:** Notwithstanding anything contained in the AIA Documents or the Supplementary Conditions, the State of West Virginia will not pay for general conditions, or winter conditions, or any other condition representing a delay in the contracts. The Vendor is expected to mitigate delay costs to the greatest extent possible and any costs associated with Delays must be specifically and concretely identified. The state will not consider an average daily rate multiplied by the number of days extended to be an acceptable charge.

**5. GREEN BUILDINGS MINIMUM ENERGY STANDARDS:** In accordance with § 22-29-4, all new building construction projects of public agencies that have not entered the schematic design phase prior to July 1, 2012, or any building construction project receiving state grant funds and appropriations, including public schools, that have not entered the schematic design phase prior to July 1, 2012, shall be designed and constructed complying with the ICC International Energy Conservation Code, adopted by the State Fire Commission, and the ANSI/ASHRAE/IESNA Standard 90.1-2007: Provided, That if any construction project has a commitment of federal funds to pay for a portion of such project, this provision shall only apply to the extent such standards are consistent with the federal standards.

**6. LOCAL LABOR MARKET HIRING REQUIREMENT:** Pursuant to West Virginia Code §21-1C-1 et seq., Employers shall hire at least seventy-five percent of employees for public improvement construction projects from the local labor market, to be rounded off, with at least two employees from outside the local labor market permissible for each employer per project.

Any employer unable to employ the minimum number of employees from the local labor market shall inform the nearest office of Workforce West Virginia of the number of qualified employees needed and provide a job description of the positions to be filled.

If, within three business days following the placing of a job order, Workforce West Virginia is unable to refer any qualified job applicants to the employer or refers less qualified job applicants than the number requested, then Workforce West Virginia shall issue a waiver to the employer stating the unavailability of applicant and shall permit the employer to fill any positions covered by

the waiver from outside the local labor market. The waiver shall be in writing and shall be issued within the prescribed three days. A waiver certificate shall be sent to both the employer for its permanent project records and to the public authority.

Any employer who violates this requirement is subject to a civil penalty of \$250 per each employee less than the required threshold of seventy-five percent per day of violation after receipt of a notice of violation.

Any employer that continues to violate any provision of this article more than fourteen calendar days after receipt of a notice of violation is subject to a civil penalty of \$500 per each employee less than the required threshold of seventy-five percent per day of violation.

The following terms used in this section have the meaning shown below.

(1) The term “construction project” means any construction, reconstruction, improvement, enlargement, painting, decorating or repair of any public improvement let to contract in an amount equal to or greater than \$500,000. The term “construction project” does not include temporary or emergency repairs;

(2) The term “employee” means any person hired or permitted to perform hourly work for wages by a person, firm or corporation in the construction industry; The term “employee” does not include:(i) Bona fide employees of a public authority or individuals engaged in making temporary or emergency repairs;(ii) Bona fide independent contractors; or(iii) Salaried supervisory personnel necessary to assure efficient execution of the employee's work;

(3) The term “employer” means any person, firm or corporation employing one or more employees on any public improvement and includes all contractors and subcontractors;

(4) The term “local labor market” means every county in West Virginia and any county outside of West Virginia if any portion of that county is within fifty miles of the border of West Virginia;

(5) The term “public improvement” includes the construction of all buildings, roads, highways, bridges, streets, alleys, sewers, ditches, sewage disposal plants, waterworks, airports and all other structures that may be let to contract by a public authority, excluding improvements funded, in whole or in part, by federal funds.

## 7. DAVIS-BACON AND RELATED ACT WAGE RATES:

- ☐ The work performed under this contract is federally funded in whole, or in part. Pursuant to \_\_\_\_\_, Vendors are required to pay applicable Davis-Bacon wage rates.
- ☒ The work performed under this contract is not subject to Davis-Bacon wage rates.

**8. SUBCONTRACTOR LIST SUBMISSION:** In accordance with W. Va. Code § 5-22-1, the apparent low bidder on a contract valued at more than \$250,000.00 for the construction, alteration, decoration, painting or improvement of a new or existing building or structure shall submit a list of all subcontractors who will perform more than \$25,000.00 of work on the project including labor and materials. (This section does not apply to any other construction projects, such as highway, mine reclamation, water or sewer projects.) The subcontractor list shall be provided to the Purchasing Division within one business day of the opening of bids for review. If the apparent low bidder fails to submit the subcontractor list, the Purchasing Division shall promptly request by telephone and electronic mail that the low bidder and second low bidder provide the subcontractor list within one business day of the request. Failure to submit the subcontractor list within one business day of receiving the request shall result in disqualification of the bid.

If no subcontractors who will perform more than \$25,000.00 of work are to be used to complete the project, the apparent low bidder must make this clear on the subcontractor list, in the bid itself, or in response to the Purchasing Division's request for the subcontractor list.

a. Required Information. The subcontractor list must contain the following information:

i. Bidder's name

ii. Name of each subcontractor performing more than \$25,000 of work on the project.

iii. The license number of each subcontractor, as required by W. Va. Code § 21-11-1 et. seq.

iv. If applicable, a notation that no subcontractor will be used to perform more than \$25,000.00 of work. (This item iv. is not required if the vendor makes this clear in the bid itself or in documentation following the request for the subcontractor list.)

b. Subcontractor List Submission Form: The subcontractor list may be submitted in any form, including the attached form, as long as the required information noted above is included. If any information is missing from the bidder's subcontractor list submission, it may be obtained from other documents such as bids, emails, letters, etc. that accompany the subcontractor list submission.

c. Substitution of Subcontractor. Written approval must be obtained from the State Spending Unit before any subcontractor substitution is permitted. Substitutions are not permitted unless:

- i. The subcontractor listed in the original bid has filed for bankruptcy;
- ii. The subcontractor in the original bid has been debarred or suspended; or
- iii. The contractor certifies in writing that the subcontractor listed in the original bid fails, is unable, or refuses to perform his subcontract.

### Subcontractor List Submission (Construction Contracts Only)

Bidder's Name: Tim Sanders / Morgan Rail Service


**Check this box if no subcontractors will perform more than \$25,000.00 of work to complete the project.**

[illegible]

**Attach additional pages if necessary**


Revised 01/09/2020

**DESIGNATED CONTACT:** Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.

 President  
(Name, Title)  
Tim Sanders President  
(Printed Name and Title)  
10152 Hedgesville Rd, Hedgesville WV 25427  
(Address)  
304-676-0961 Fax - 681-258-2867  
(Phone Number) / (Fax Number)  
Tim @ MorganRailService.com  
(email address)

**CERTIFICATION AND SIGNATURE:** By signing below, or submitting documentation through wvOASIS, I certify that: I have reviewed this Solicitation in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

By signing below, I further certify that I understand this Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law.

Morgan Rail Service LLC  
(Company)  
 President  
(Authorized Signature) (Representative Name, Title)  
Tim Sanders President  
(Printed Name and Title of Authorized Representative)  
5/4/22  
(Date)  
304-676-0961  
(Phone Number) (Fax Number)

REQUEST FOR QUOTATION – CRFQ RMA22\*07  
Replacement of Crossties and Surfacing on the SBVR

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**GENERAL CONSTRUCTION SPECIFICATIONS (No AIA Documents)**

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of WV State Rail Authority (SRA) to establish a contract for the following:

To replace 5,000 crossties and surface track, surface an additional one mile of track on the South Branch Valley Railroad. (SBVR)

The Vendor shall furnish all materials, labor, and equipment necessary to complete all Construction Services. The Vendor shall furnish any incidental work, materials, labor, and equipment that are necessary to complete the Construction Services, even if such incidental work is not explicitly included in the Project Plans.

2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions and in the Project Plans as defined below.

2.1 **“Construction Services”** means replace 5,000 crossties, and surfacing of one additional mile of track on the South Branch Valley Railroad (SBVR) as more fully described in the Project Plans.

2.2 **“Pricing Page”** means the pages contained in wvOASIS, attached hereto as Exhibit A, or included in the Project Plans upon which Vendor should list its proposed price for the Construction Services.

2.3 **“Solicitation”** means the official notice of an opportunity to supply the State with Construction Services that is published by the Purchasing Division.

2.4 **“Project Plans”** means documents developed by an architect, an engineer, the Agency, or another design professional, which are attached hereto as Exhibit B, that provide detailed instructions on how the Construction Services are to be performed. In the event that Project Plans contain drawings or other documents too large to attach in Exhibit B, Vendors can obtain copies in accordance with Section 9 of these Specifications.

2.5 **“SRA”** means the State Rail Authority.

2.6 **“SBVR”** means the South Branch Valley Railroad.

2.7 **“MP”** means railroad milepost marker.

2.8 **“CWR”** means continuous welded rail.



REQUEST FOR QUOTATION – CRFQ RMA22\*07  
Replacement of Crossties and Surfacing on the SBVR

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**2.9 “AREMA”** means American Railway Engineering and Maintenance-of-Way Association. ([www.arema.org](http://www.arema.org))

**2.10 “Surfacing”** means the correction of surface defects or other unacceptable surface conditions by raising and tamping track.

**2.11 “Tamping”** means the process of compacting ballast under ties to provide proper load bearing.

**2.12 “Attachment A”** means spike pattern illustration.

**2.13 “Attachment B”** means SBVR track maps showing curvature.

**3. ORDER OF PRECEDENCE:** This General Construction Specifications document will have priority over, and supersede, anything contained in the Project Plans.

**4. QUALIFICATIONS:** Vendor, or Vendor’s staff if requirements are inherently limited to individuals rather than corporate entities, shall have the following minimum qualifications:

**4.1. Experience:** Vendor, or Vendor’s supervisory staff assigned to this project, must have successfully completed at least five (5) projects that involved work similar to that described in these specifications or the Project Plans. Compliance with this experience requirement will be determined prior to contract award by the State through references provided by the Vendor upon request, through knowledge or documentation of the Vendor’s past projects, through confirmation of experience requirements from the architect assisting the State in this project, or some other method that the State determines to be acceptable. Vendor must provide any documentation requested by the State to assist in confirmation of compliance with this provision. References, documentation, or other information to confirm compliance with this experience requirement may be requested after bid opening and prior to contract award.

**5. CONTRACT AWARD:** The Contract is intended to provide Agency with a purchase price for the Construction Services. The Contract will be awarded to the lowest qualified responsible bidder meeting the required specifications. If the Pricing Pages contain alternates/add-ons, the Contract will be awarded based on the grand total of the base bid and any alternates/add-ons selected.

**6. SELECTION OF ALTERNATES:** Pursuant to W. Va. Code § 5-22-1(f), any solicitation of bids shall include no more than five alternates. Alternates, if accepted, shall be accepted in the order in which they are listed on the bid form. Any unaccepted alternate contained within a bid shall expire 90 days after the date of the opening of bids for review. Determination of the lowest qualified responsible bidder shall be based on the sum of the base bid and any alternates accepted.

**REQUEST FOR QUOTATION – CRFQ RMA22\*07**  
**Replacement of Crossties and Surfacing on the SBVR**

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7. **PERFORMANCE:** Vendor shall perform the Construction Services in accordance with this document and the Project Plans.
8. **SUBSTITUTIONS:** Any substitution requests must be submitted in accordance with the official question and answer period described in the INSTRUCTIONS TO VENDORS SUBMITTING BIDS, Paragraph 4. Vendor Question Deadline. Vendors submitting substitution requests should submit product brochures and product specifications during the official question and answer period.
9. **PROJECT PLANS:** The checked box will apply to Project Plans for this solicitation.
- ☒ **No Additional Project Plan Documents:** There are no additional Project Plans other than those attached hereto as Exhibit B or any subsequent addenda modifying Exhibit B.
- ☐ **Additional Project Plan Documents:** There are additional Project Plan documents other than those attached as Exhibit B. Copies of the additional Project Plan documents not attached as Exhibit B can be obtained by contacting the entity identified below.

**10. CONDITIONS OF THE WORK**

- 10.1. Permits:** The Vendor shall procure all necessary permits and licenses to comply with all applicable Federal, State, or Local laws, regulations and ordinances of any regulating body.
- 10.2. Existing Conditions:** If discrepancies are discovered between the existing conditions and those noted in the specifications, Vendor must immediately notify the Agency's representative. Vendor must also immediately notify the Agency if suspected hazardous materials are encountered.
- 10.3. Standard Work Hours:** The Vendor can work their schedule as desired including weekends and holidays. The vendor will have to coordinate the work with the SBVR office and plan on clearing up for the freight trains and passenger trains as needed. See Exhibit B miscellaneous information for SBVR schedule details.
- 10.4. Project Closeout:** Project Closeout shall include the following:
- 10.4.1. Final Cleanup:** Vendor shall perform the final cleanup activities listed below, along with any other final cleanup activities normally associated with the work performed under this Contract, prior to final inspection:

**REQUEST FOR QUOTATION – CRFQ RMA22\*07**  
**Replacement of Crossties and Surfacing on the SBVR**

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**10.4.1.1.** All crossties will be removed from the railroad and disposed of by the Vendor.

**10.4.1.2.** All debris and trash will be removed from the railroad and disposed of by the Vendor.

**10.4.1.3.** All old spikes shall be gathered from the railroad and placed at the designated area at the Moorefield inventory yard. Old spikes remain the property of the SRA.

**10.4.2. Final Inspection:** Vendor shall participate in a final inspection with the Agency's project manager. The purpose of the final inspection will be to identify deficiencies that need to be remedied prior to Agency's final acceptance of the work. Vendor shall at all times be obligated to perform in accordance with the Contract and must take all actions necessary to ensure that work complies with requirements of Contract prior to final acceptance. Final acceptance does not waive or release Vendor from its obligation to ensure that work complies with the Contract requirements. Vendor shall submit any warranty documents to the Agency project manager at final inspection.

**11. FACILITIES ACCESS:** Performance of Contract Services may require access cards and/or keys to gain entrance to Agency's facilities. In the event that access cards and/or keys are required:

**11.1.** Vendor must coordinate with the SBVR for material delivery. The yard at the Moorefield has a locked gate. Contractor can leave equipment at the turnouts at Sycamore Bridge siding MP 31.8 or Sector MP 25.5.

**12. MISCELLANEOUS:**

**12.1. Contract Manager:** During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

**Contract Manager:** \_\_\_\_\_

**Telephone Number:** \_\_\_\_\_

**Fax Number:** \_\_\_\_\_

**Email Address:** \_\_\_\_\_

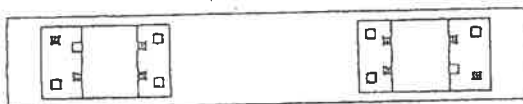
SPIKING PATTERN "A"



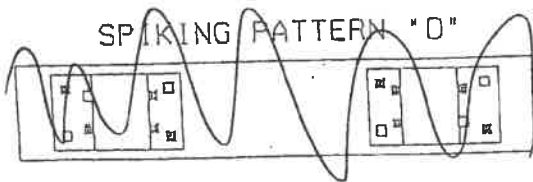
SPIKING PATTERN "B"



SPIKING PATTERN "C"



SPIKING PATTERN "D"



TRACK TYPE, TRACK ALIGNMENT, AND SPEED AUTHORIZED	SPIKES PER TIE PLATE	SPIKING PATTERN
MAIN TRACKS AND SIDINGS		
TANGENTS AND CURVES LESS THAN 2 DEGREE WITH SPEED UP TO 45 MPH	2	A
TANGENTS AND CURVES LESS THAN 2 DEGREE WITH SPEED GREATER THAN 45 MPH	3	B
CURVES 2 DEGREE AND OVER BUT LESS THAN 6 DEGREE	4	C
CURVES OVER 6 DEGREE	5	D
SIDE TRACKS - SPEEDS UP TO 25 MPH		
TANGENTS AND CURVES LESS THAN 6 DEGREE	2	A
CURVES 6 DEGREE AND OVER BUT LESS THAN 12 DEGREE	3	B
CURVES OVER 12 DEGREE	4	C
SIDE TRACKS - SPEEDS GREATER THAN 25 MPH		
TANGENTS AND CURVES LESS THAN 2 DEGREE	2	A
CURVES 2 DEGREE AND OVER BUT LESS THAN 4 DEGREE	3	B
CURVES OVER 4 DEGREE	4	C


■ - TRACK SPIKE

MAIN TRACK - A TRACK, OTHER THAN AN AUXILIARY TRACK, EXTENDING THROUGH YARDS AND BETWEEN STATIONS, UPON WHICH TRAINS ARE OPERATED IN CONFORMANCE WITH RULES OR SPECIAL INSTRUCTIONS.

SIDING - AN AUXILIARY TRACK DESIGNATED IN SPECIAL INSTRUCTIONS FOR THE MEETING OR PASSING OF TRAINS.

SIDE TRACK - AN AUXILIARY TRACK FOR PURPOSES OTHER THAN MEETING OR PASSING TRAINS.

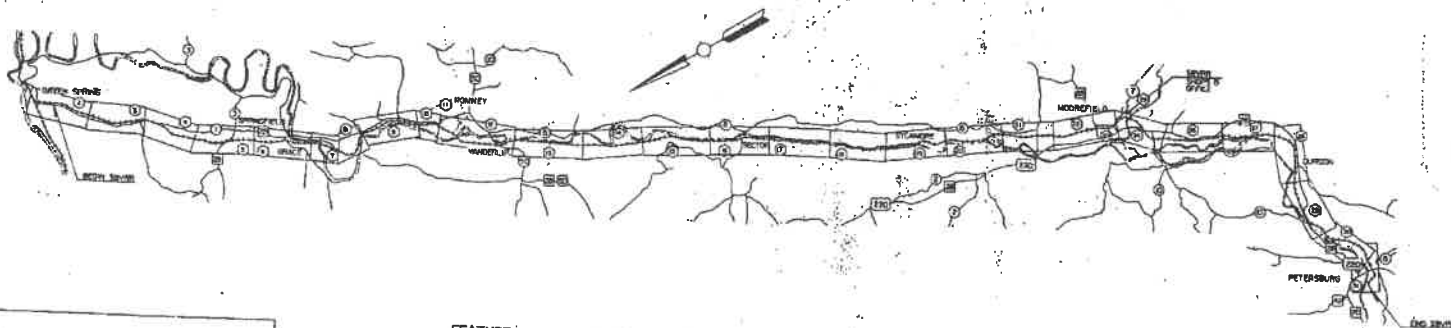
MAIN TRACK SPIKING PATTERNS  
SIDE TRACK SPIKING PATTERNS



# SOUTH BRANCH VALLEY

## RAIL ROAD

### TRACK MAPS



FEATURE	MILEPOST	SHEET
Springfield Bridge	6.5	5
Greene's Cabin Rd.	8.7	6
Raymond Junction	14.6	10
Vanderlip	16.9	12
Stone House	20.1	14
Pancake Farm	23.1	15
Sector	25.8	16
Camp Wickham	26.9	17
Trough Club	27.5	17
Sycamore Bridge	31.7	19
Palling's	33.9	20
Cunningham Lane	36.1	21
Moorefield	38.7	23
Feed Mill	41.0	26
Durgon	46.2	28
Petersburg Gap	48.2	29
Petersburg	51.2	31

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W.VA. RAILROAD MAINTENANCE AUTHORITY  
SOUTH BRANCH VALLEY RAILROAD

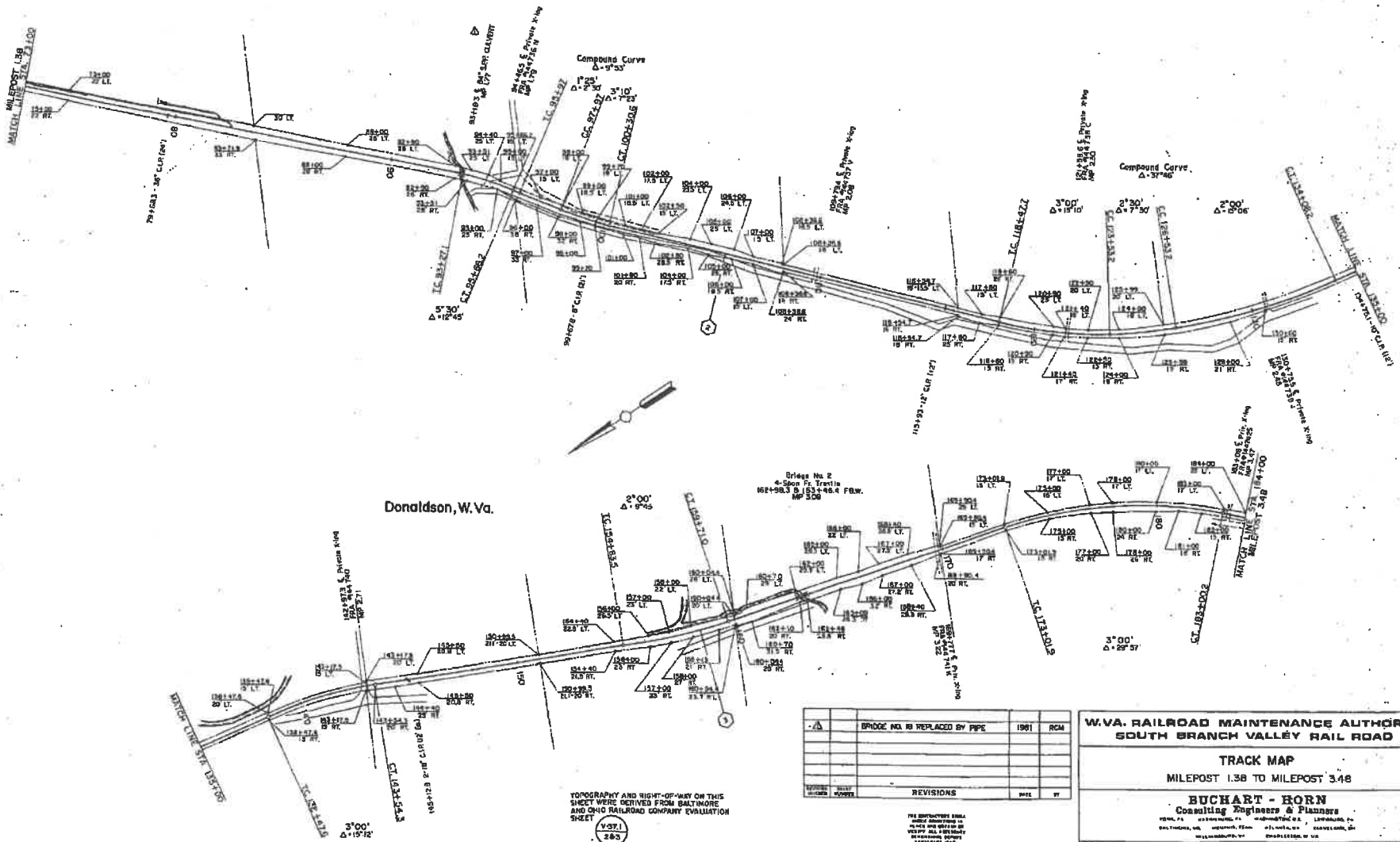
## COVER SHEET

**BUCHART - HORN**  
Consulting Engineers & Planners

[illegible]

61543	SCALE NONE	DRAWN BY: SWS	SHEET #
	DATE 4-16-79	CHECKED BY: RCM	1

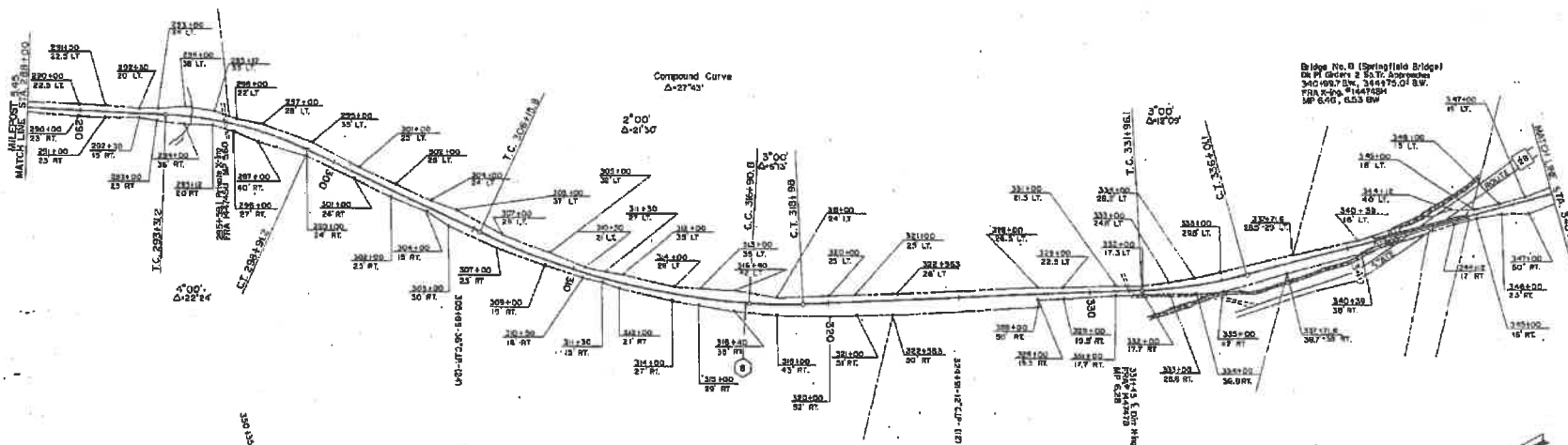




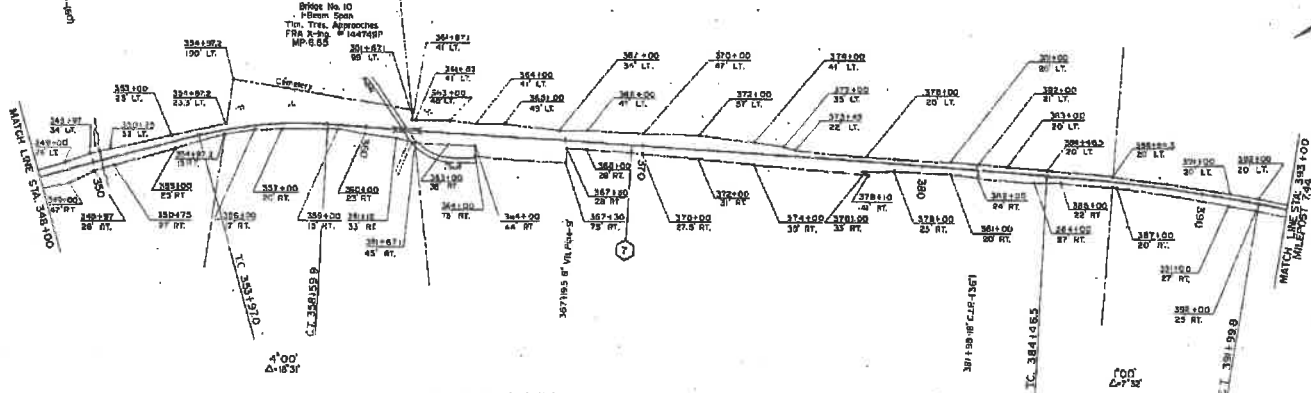




2841274-40° C.A.R-1301



Hampshire Co. W.Va.



Springfield W.Va.

TOPOGRAPHY AND RIGHT-OF-WAY ON THIS SHEET WERE DERIVED FROM DAILY-MAP AND OHIO RAILROAD COMPANY EVALUATION SHEET

V-371  
485

NO.	DATE	REVISIONS	BY	APPROVED

FOR OTHER SHEETS SMALL CROSS SECTIONS TO BE MADE AND SHOWN ON THIS SHEET BY THE ENGINEER

W.VA. RAILROAD MAINTENANCE AUTHORITY  
SOUTH BRANCH VALLEY RAIL ROAD

TRACK MAP  
MILEPOST 5.45 TO MILEPOST 7.44

BUCHART - HORN

Consulting Engineers & Planners  
1001 N. 11th St., Harrisburg, Pa. 17102-1100  
Baltimore, Md. 21201-1100 • Atlanta, Ga. 30303-1100 • Cleveland, Ohio 44115-1100

JOB NO.	61543	SHEET NO.	1	TOTAL SHEETS	1
DATE	12/1/62	DESIGNED BY	J.C.H.	CHECKED BY	J.C.H.

Hampshire Co., W. Va.

Grace, W. Va.

Grace, W. Va.

Ritter, W. Va.

W.VA. RAILROAD MAINTENANCE AUTHORITY  
SOUTH BRANCH VALLEY RAIL ROAD

TRACK MAP  
MILEPOST 7.44 TO MILEPOST 9.43

RUCHART - HORN  
Consulting Engineers & Planners

WETA, PA. GREENSBORO, N.C. WASHINGTON, D.C. CHARLOTTE, N.C. CLAYTON, N.C.  
Baltimore, Md. Raleigh, N.C. Washington, D.C. Charleston, W. Va.

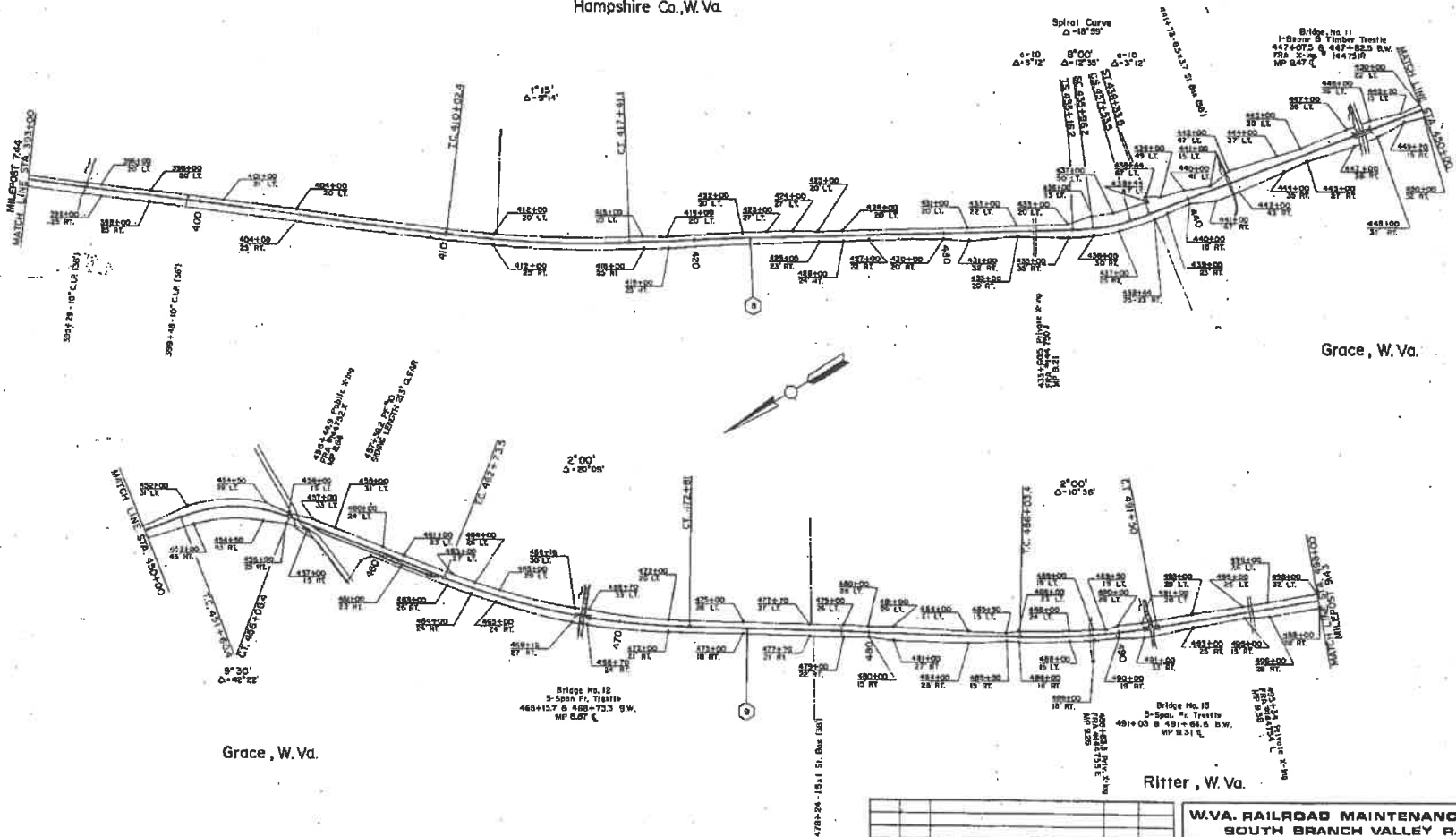
JOB NO. 61543 SCALE: 1" = 200' SHEET NO. 5 OF 5  
DATE: 1955 CHECKED BY: R.C.H.

TOPOGRAPHY AND RIGHTS-OF-WAY ON THIS SHEET WERE DERIVED FROM BALTIMORE AND OHIO RAILROAD COMPANY EVALUATION SHEET

V-37.1  
565

NO.	DATE	REVISIONS	BY

THE ENGINEER'S SEAL  
AND SIGNATURE  
SHALL BE PLACED  
HEREIN IN THE  
PRESENCE OF THE  
MAINTENANCE  
OFFICIALS.

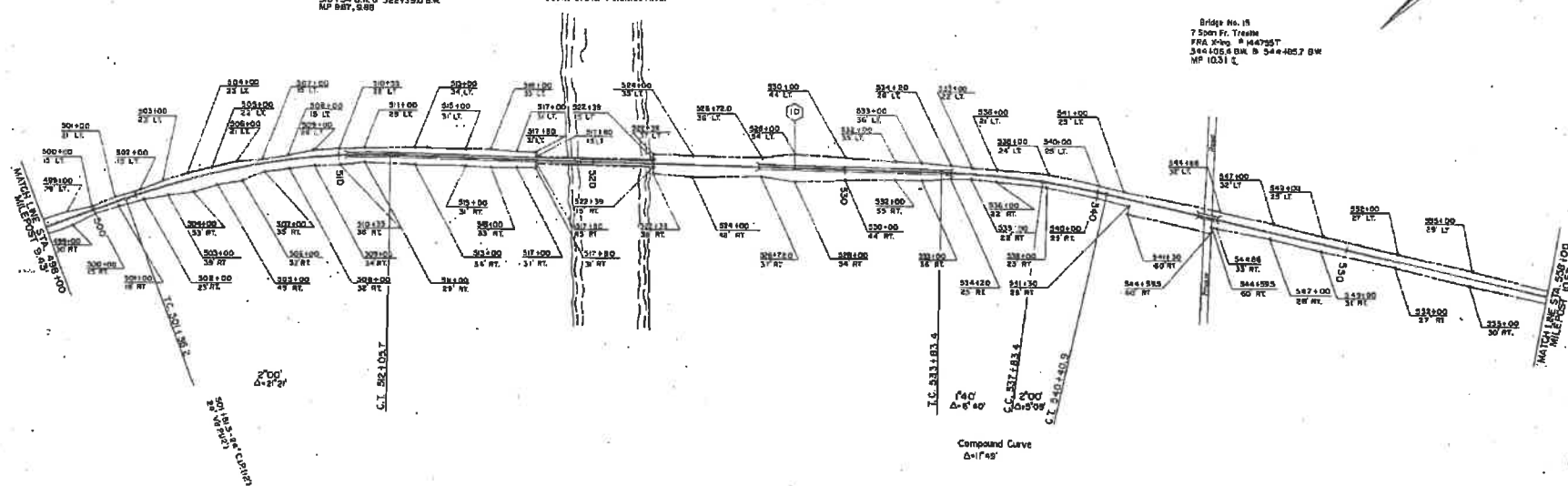


South Branch Potomac River

Timber Trestle Bridge No. 14A  
326+05.0 O.W. to 332+20.2 O.W.  
MP 9.97, 10.08

Ridgedale W.Va.

Bridge No. 15  
7 Span Fr. Truss  
FRA X-ing # 144795T  
344.105.4 BW B 344.405.7 BW  
MP 10.31 C



TOPOGRAPHY AND RIGHT-OF-WAY ON THIS SHEET WERE DERIVED FROM BALTIMORE AND OHIO RAILROAD COMPANY EVALUATION SHEET.

V-37.  
8


REVISIONS  
 REVISION NO.  
 DATE

REVISIONS  
 REVISION NO.  
 DATE

THE CONTRACTORS AND  
OWNER CONDITIONS  
BLACK AND WHITE  
VERIFY ALL DETAILS  
ON THESE PAGES

W.VA. RAILROAD MAINTENANCE AUTHORITY  
SOUTH BRANCH VALLEY RAIL ROAD

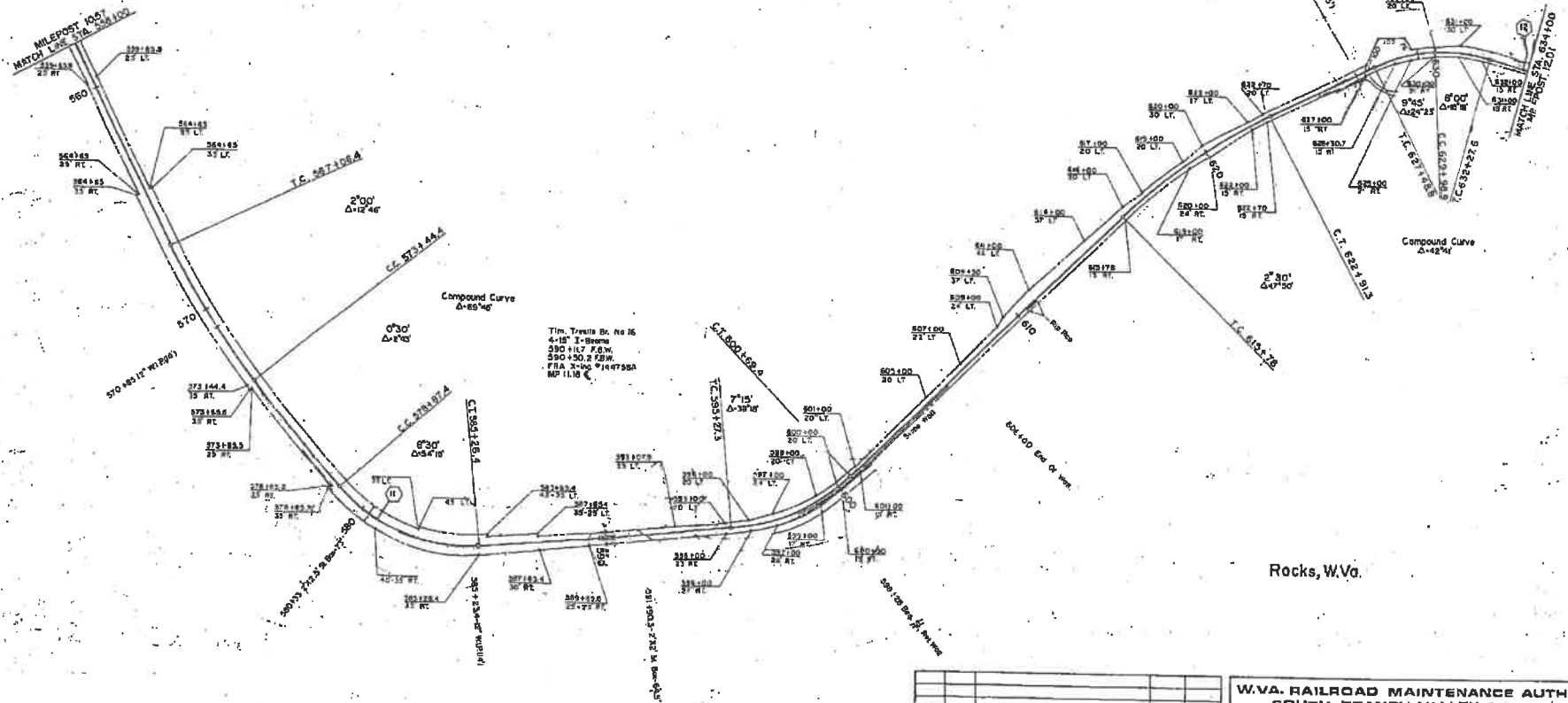
TRACK MAP  
MILEPOST 9.43 TO MILEPOST 10.57

**BUCHART • HORN**

**Consulting Engineers & Planners**  
 +846, 24 42222222, 74 42222222, 42 42222222, 42 42222222, 42 42222222  
 42 42222222, 42 42222222, 42 42222222, 42 42222222, 42 42222222  
 42 42222222, 42 42222222, 42 42222222, 42 42222222, 42 42222222

JOB NO. <b>61543</b>	SCALE: 1"=100'	DRAWN BY: CHW	SHEET
	DATE:	CHECKED BY: WCM	

Hampshire Co., W.Va.



Rocks, W.Va.

TOPOGRAPHY AND RIGHT-OF-WAY ON THIS SHEET WERE DERIVED FROM BALTIMORE AND OHIO RAILROAD COMPANY EVALUATION SHEET



REVISIONS	DATE	BY

THE ENGINEER SHALL NOT BE RESPONSIBLE FOR ANY ERRORS OR OMISSIONS IN THIS SHEET UNLESS THEY ARE NOTED BY THE ENGINEER.

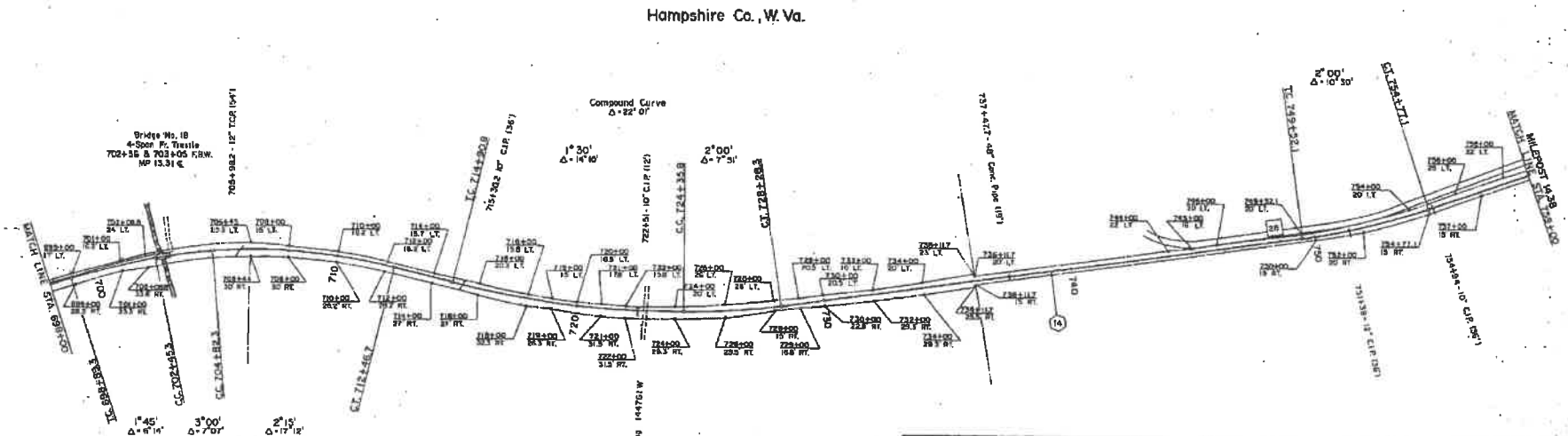
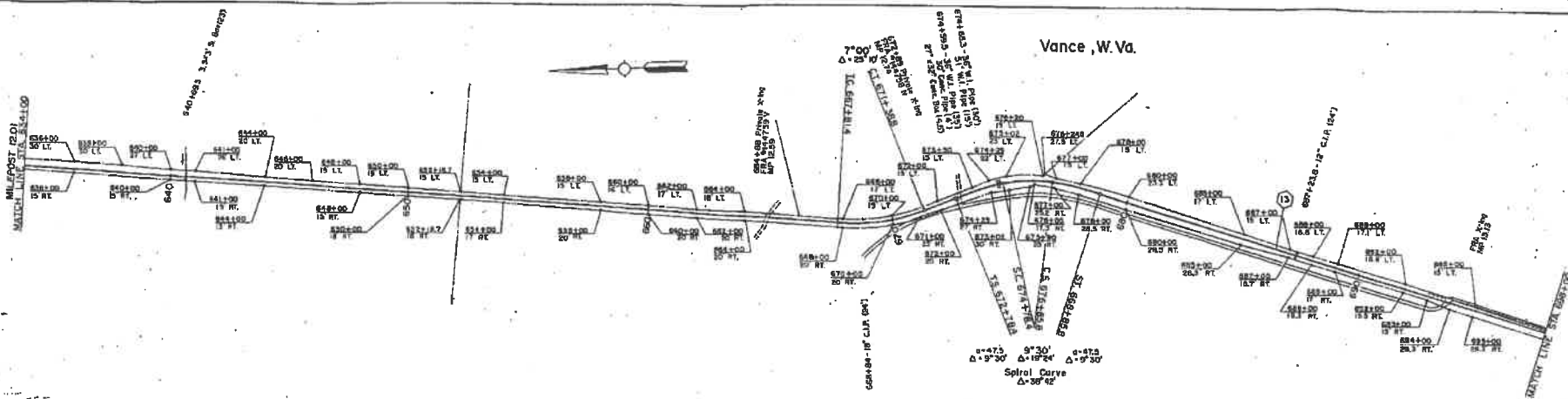
W.VA. RAILROAD MAINTENANCE AUTHORITY  
SOUTH BRANCH VALLEY RAIL ROAD

TRACK MAP  
MILEPOST 10.57 TO MILEPOST 12.01

BUCHART - HORN  
Consulting Engineers & Planners

1000 N. BROADWAY, SUITE 100, BALTIMORE, MD. 21201  
BALTIMORE, MD. 21201  
BALTIMORE, MD. 21201

JOB NO. 61543  
SCALE 1" = 100'  
DATE  
DESIGNED BY: DWH  
CHECKED BY: RCM  
SHEET NO. 8



TOPOGRAPHY AND RIGHT-OF-WAY ON THIS SHEET WERE DERIVED FROM BALTIMORE AND OHIO RAILROAD COMPANY EVALUATION SHEET

V-37  
788

REVISIONS	DATE	BY

THE ENGINEERING SHALL BE RESPONSIBLE FOR THE ACCURACY OF THE DATA AND THE PRESENTATION OF THE MAP.

W.VA. RAILROAD MAINTENANCE AUTHORITY  
SOUTH BRANCH VALLEY RAIL ROAD

TRACK MAP  
MILEPOST 12.01 TO MILEPOST 14.38

BUCHART - HORN  
Consulting Engineers & Planners

1000 W. 10th St., Martinsburg, W. Va. 26001  
Baltimore, Md. 21201  
Washington, D.C. 20001

SCALE 1" = 200'  
DATE 6/5/83  
CHECKED BY R.C.M.  
SHEET 9

Romney, W. Va.

NOTE: Sheet 11 Reserved For  
Detail Of Romney Yard.

Romney Junction, W. Va.

10	SOLD TO WEBER PARSONS	10/2/79	R.C.M.
10	STA. 787+00 DRAINAGE EASEMENT	10/2/79	R.C.M.
10	SIDING R/W BOUGHT FROM WEBER PARSONS	10/2/79	R.C.M.
REVISIONS			
NO.	DATE	BY	REVISIONS

NOT TO SCALE  
AND NOT TO BE  
USED FOR  
CONSTRUCTION  
WITHOUT  
APPROPRIATE  
ENGINEERING  
DESIGN

W.VA. RAILROAD MAINTENANCE AUTHORITY  
SOUTH BRANCH VALLEY RAIL ROAD

TRACK MAP  
MILEPOST 14.38 TO MILEPOST 15.21

BUCHART - HORN  
Consulting Engineers & Planners

1000, PA. HARRISBURG, PA. WASHINGTON, D.C. WASHINGTON, D.C.  
BALTIMORE, MD. BALTIMORE, MD. BALTIMORE, MD. BALTIMORE, MD.

DATE 6/15/83 SCALE 1" = 200' SHEET NO. 10  
CHECKED BY R.C.M.

TOPOGRAPHY AND RIGHT-OF-WAY ON THIS  
SHEET WERE DERIVED FROM BALTIMORE  
AND OHIO RAILROAD COMPANY EVALUATION  
SHEET

4-37.1  
8

4-37.2  
1

[illegible]

368+45.4 - 24" Conc. Pipe (24")  
5' Extn. 3' x 3' W.B. on Left

REF  $\frac{V-37.2}{152}$

TRACK MAP  
MILEPOST 15.21 TO MILEPOST 17.71

Consulting Engineers & Planners  
 750 E. PA. HANOVER, N.C. 28031-4072, N.C. 10000000, P.E.  
 HANOVER, N.C. 28031-4072, N.C. 27000000, P.E.  
 HANOVER, N.C. 28031-4072, N.C. 27000000, P.E.

JOE NO.	61543	WEIGHT 100	GRAIN BY S.W.S.	DATE
		DATE	CHECKED BY	12

[illegible]

THE COMPTON STORE HAS  
A LARGE SELECTION OF  
FURNITURE AND APPLIANCES  
AT LOW PRICES. SEE OUR  
STORE AT 1110 N. W. 10TH  
AVENUE, MIAMI.

TOPOGRAPHY AND RIGHT-OF-WAY ON THIS SHEET WERE DERIVED FROM BALTIMORE AND OHIO RAILROAD COMPANY EVALUATION

26.5

**WVA. RAILROAD MAINTENANCE AUTHORITY**  
**SOUTH BRANCH VALLEY RAIL ROAD**  
**TRACK MAP**  
**MILEPOST 17.71 TO MILEPOST 19.79**  
**BUCHART - HORN**

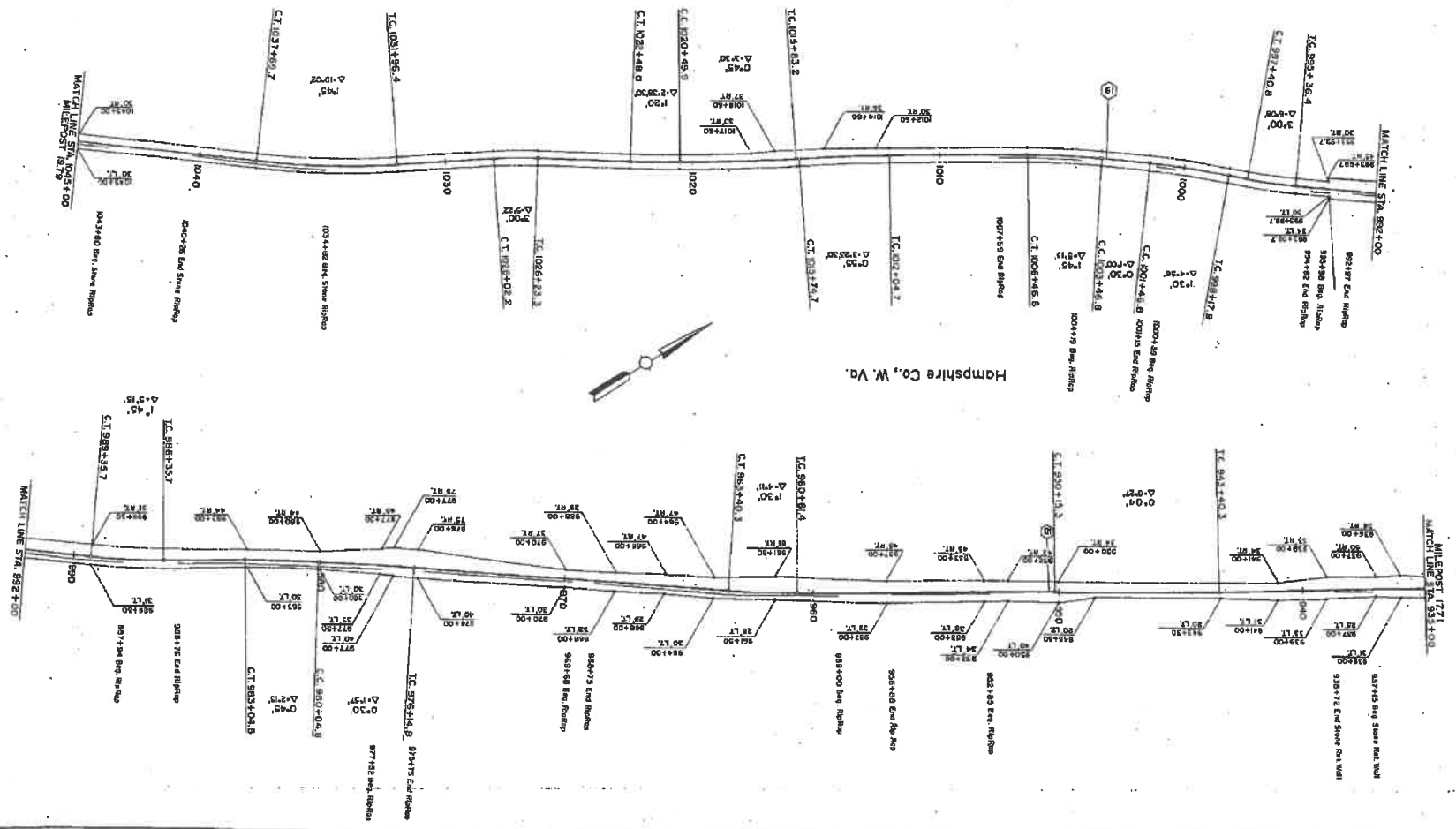
61543

DATE: 1-2-50  
 DRAWN BY: R.M.  
 CHECKED BY: R.M.  
 APPROVED BY: R.M.

CONV. BY: R.M.  
 DATE: 1-2-50  
 DRAWN BY: R.M.  
 CHECKED BY: R.M.  
 APPROVED BY: R.M.

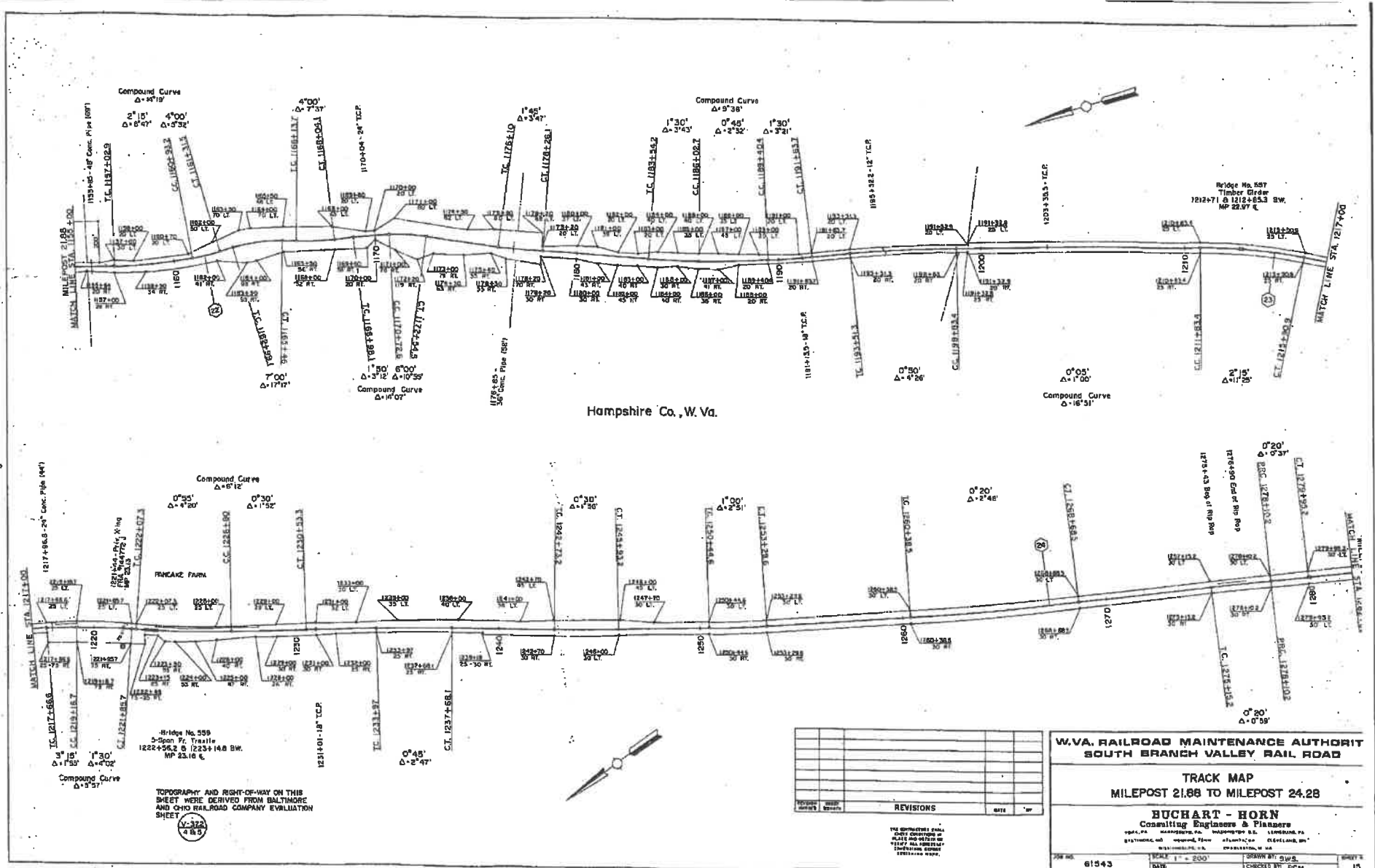
REVISIONS

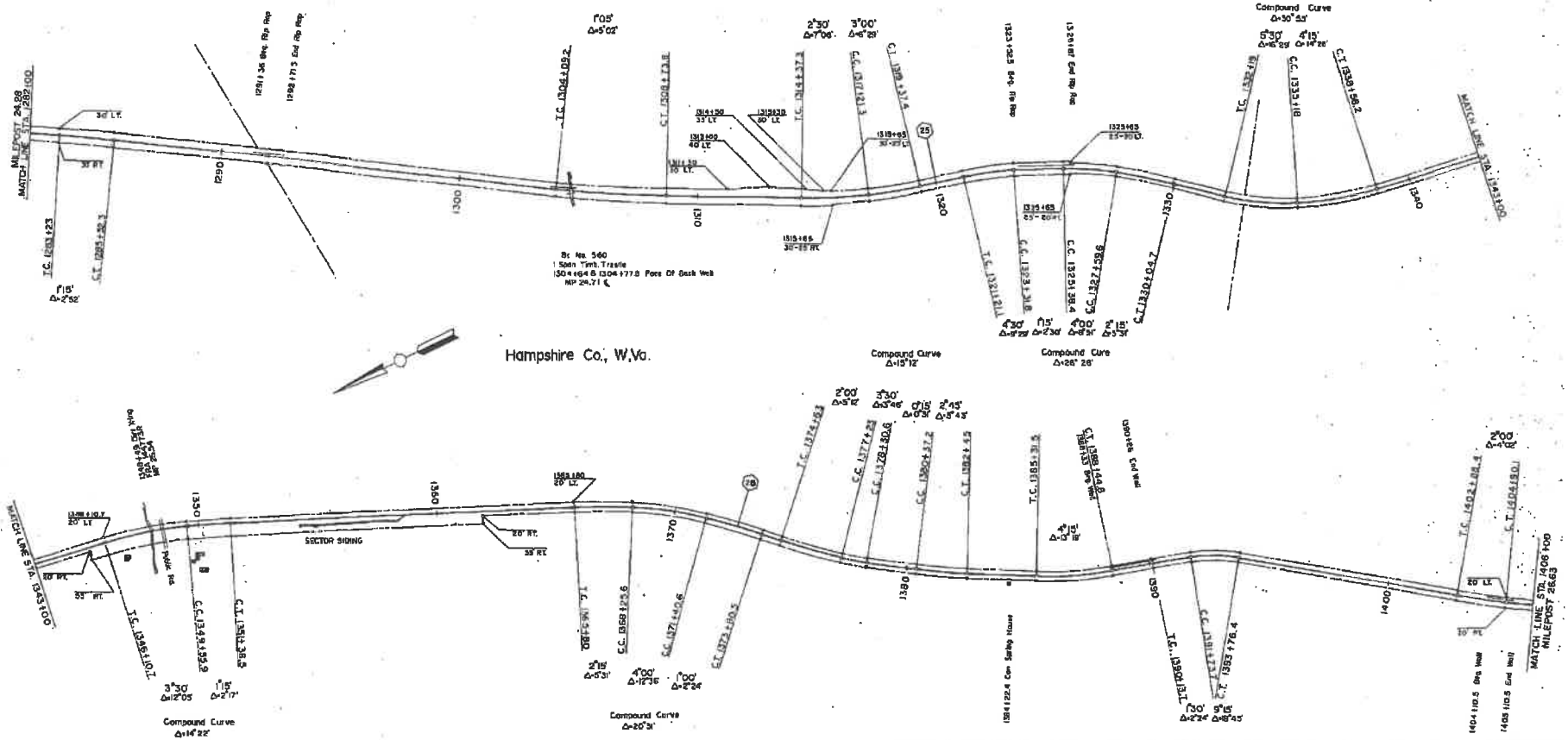
NO.	DATE	REVISIONS











Hampshire Co., W.Va.

Glebe, W.Va.

TOPOGRAPHY AND RIGHT-OF-WAY ON THIS SHEET WERE DERIVED FROM BALTIMORE AND OHIO RAILROAD COMPANY EVALUATION SHEET

585

REVISIONS	DATE	BY

THE CONSULTING ENGINEER'S OFFICE HAS CONDUCTED A VISUAL INSPECTION OF THE TRACKS AND FOUND THEM TO BE IN GOOD CONDITION. THE TRACKS ARE IN GOOD CONDITION AND THE TRACKS ARE IN GOOD CONDITION.

W.VA. RAILROAD MAINTENANCE AUTHORITY  
SOUTH BRANCH VALLEY RAIL ROAD

TRACK MAP  
MILEPOST 24.28 TO MILEPOST 26.63

BUCHART - HORN

Consulting Engineers & Planners

WASH., D.C. BALTIMORE, MD. PITTSBURGH, PA. PHILADELPHIA, PA. RICHMOND, VA. WASHINGTON, D.C.

JAN 1963 61543 DATE 1-20-63 CHECKED BY D.W. W. C. M. 15

Hampshire Co., W. Va.

Hardy Co., W. Va.

Trough Club, W. Va.

TOPOGRAPHY AND RIGHT-OF-WAY ON THIS SHEET WERE DERIVED FROM BALTIMORE AND OHIO RAILROAD COMPANY EVALUATION SHEET



REVISIONS	DATE	BY

THE ENGINEERING DATA SHEET CONTAINED ON PLATE AND BEARING OF VARIOUS RAILROADS SUPERSEDES ANY OTHER REPORT OF THE SAME.

W.VA. RAILROAD MAINTENANCE AUTHORITY  
SOUTH BRANCH VALLEY RAIL ROAD

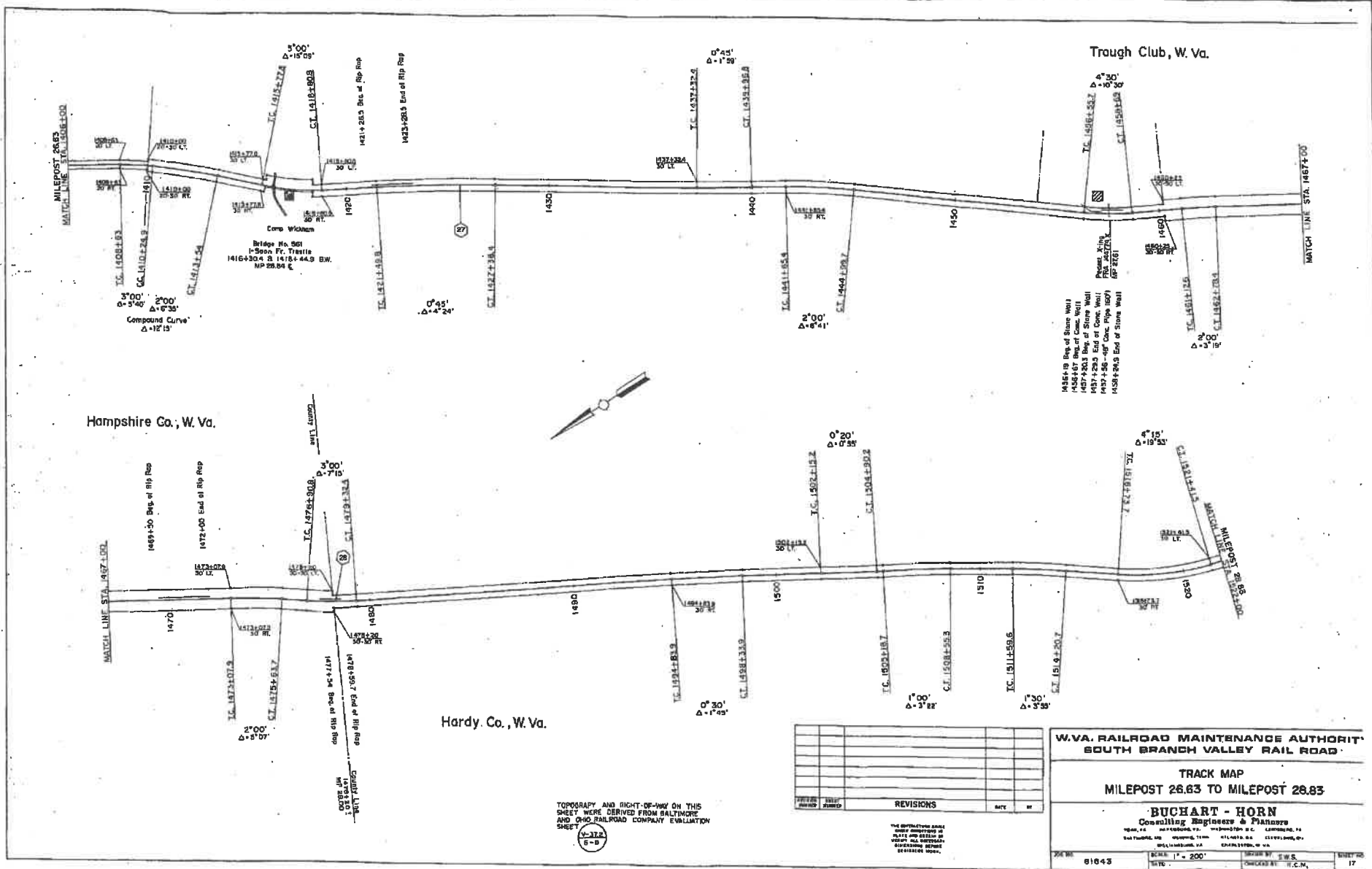
TRACK MAP  
MILEPOST 26.83 TO MILEPOST 28.83

BUCHART - HORN  
Consulting Engineers & Planners

1000 E. 10th Street, Martinsburg, W. Va. 26001  
2000 E. 10th Street, Martinsburg, W. Va. 26001  
1000 E. 10th Street, Martinsburg, W. Va. 26001

DATE	SCALE	DATE	DATE
81043	1" = 200'		

DATE 81043 SCALE 1" = 200' DATE  



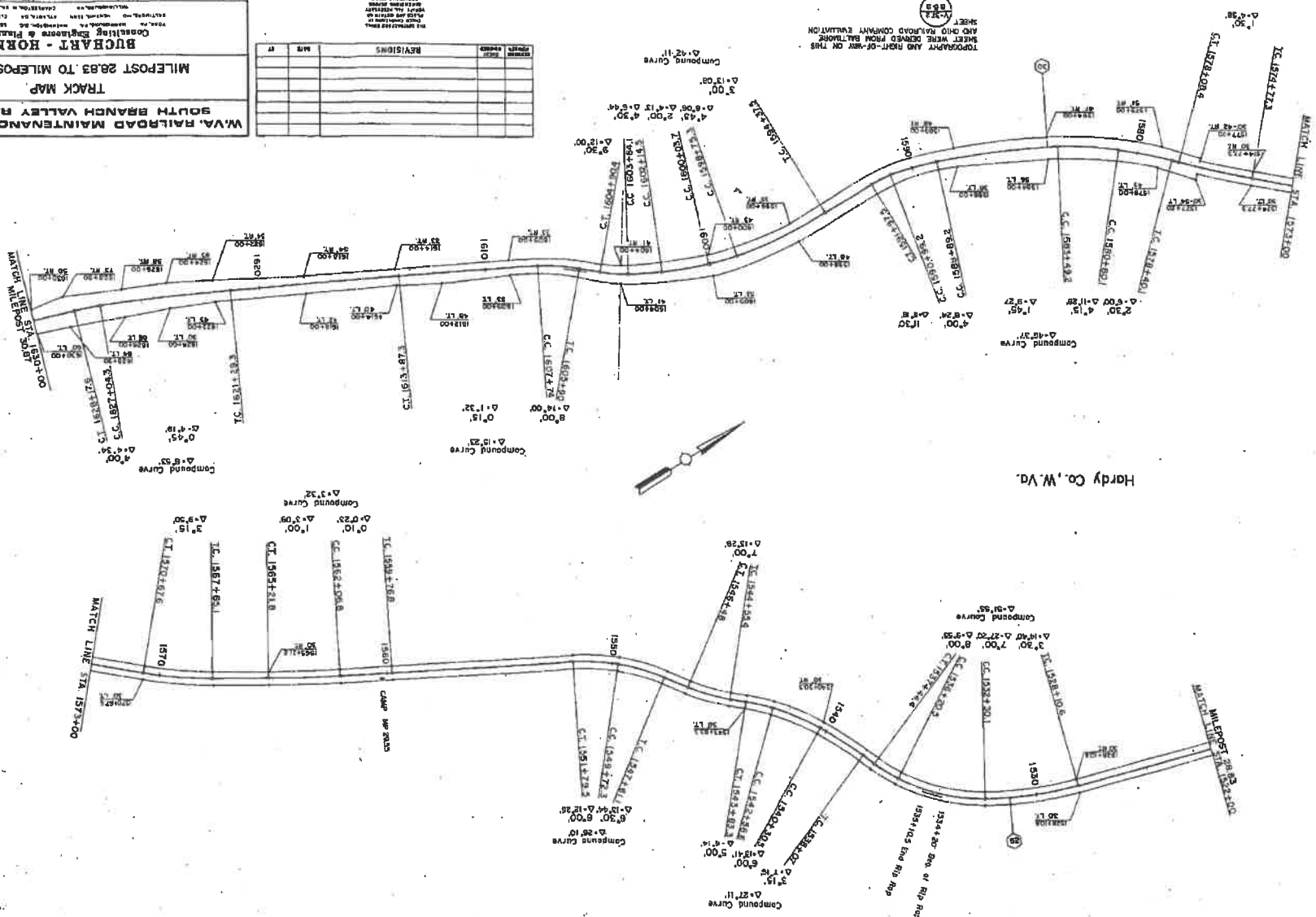
W.VA. RAILROAD MAINTENANCE AUTHORITY	
SOUTH BRANCH VALLEY RAIL ROAD	
TRACK MAP	
MILEPOST 28.83 TO MILEPOST 30.87	
BUEHART - HORN	
Consulting Engineers & Planners	
1000 North 10th Street, Suite 100, Charleston, W. Va. 25301	
DATE: 1-2-2007	DRAWN BY: R.C.M.
CHECKED BY: G.D.S.	SCALE: 1" = 200'

REVISIONS	DATE	BY	APPROVED BY

THE FOLLOWING DATA WAS OBTAINED FROM THE FIELD SURVEY OF THE SOUTH BRANCH VALLEY RAILROAD TRACK MAP BY THE CONSULTING ENGINEERS & PLANNERS, 1000 NORTH 10TH STREET, SUITE 100, CHARLESTON, W. VA. 25301.

653

TOPOGRAPHY AND RIGHT-OF-WAY ON THIS SHEET WERE OBTAINED FROM BATTALION

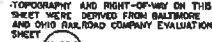


Hardy Co., W. Va.



Sycamore, W.Va

McNeill, W. Va.

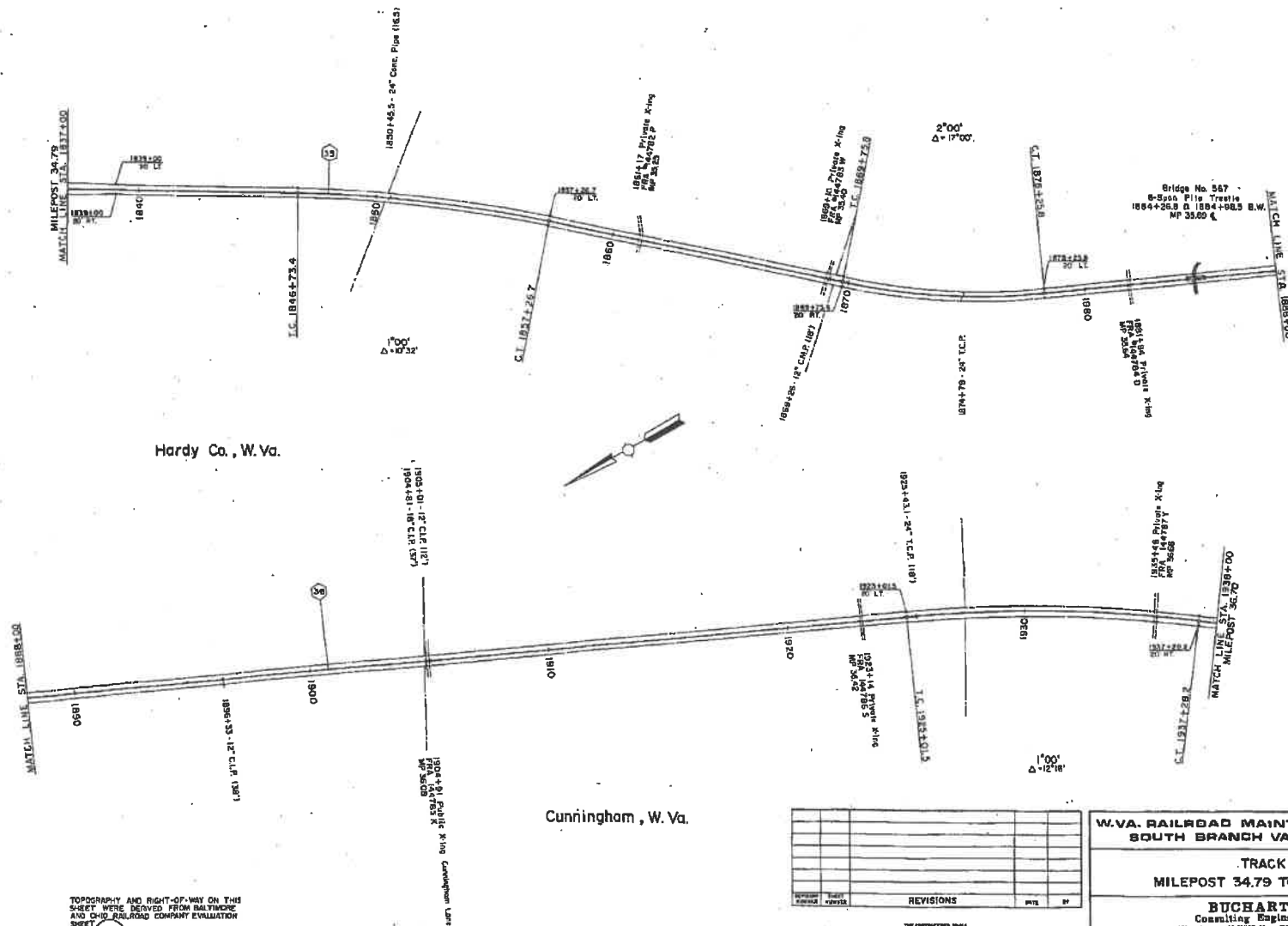


Ի՞նչ պարտաշրջան ցույց  
 էտեր ձեռքեր կոպ Ե՛  
 ՔԱԼԵ ՆՈՐ ԺՄԵՆԻՆ ՅԷ  
 ՎԵՐԿՐ Ե՛՛՛ ԽՈՐՀԱՐԱՐ  
 ԸՆԴՈՒՆ ԿԱՐՈՒ ՆԵՐՈՐ  
 ՆԵՐՈՒՆԻՆ: Կ՛Է ԿԵԿԵ,

የጥቅም, ዋና	የጥቅም, ዋና	የጥቅም, ዋና	የጥቅም, ዋና
የጥቅም, ዋና	የጥቅም, ዋና	የጥቅም, ዋና	የጥቅም, ዋና

JOB NO. <b>61643</b>	SCALE <b>1-200</b>	DRAWN BY <b>DRW</b>	CHECKED BY <b>R.C.M.</b>
	DATE		





TOPOGRAPHY AND RIGHT-OF-WAY ON THIS SHEET WERE DERIVED FROM BALTIMORE AND OHIO RAILROAD COMPANY EVALUATION SHEET

11

Cunningham, W. Va.

REVISIONS	DATE	BY

THE CONTRACTOR SHALL VERIFY ALL DATA AND NOTES ON THIS SHEET AND CORRECT ANY ERRORS BEFORE PROCEEDING WITH THE WORK.

W.VA. RAILROAD MAINTENANCE AUTHORITY  
SOUTH BRANCH VALLEY RAIL ROAD

TRACK MAP  
MILEPOST 34.79 TO MILEPOST 36.70

BUCHART - HORN

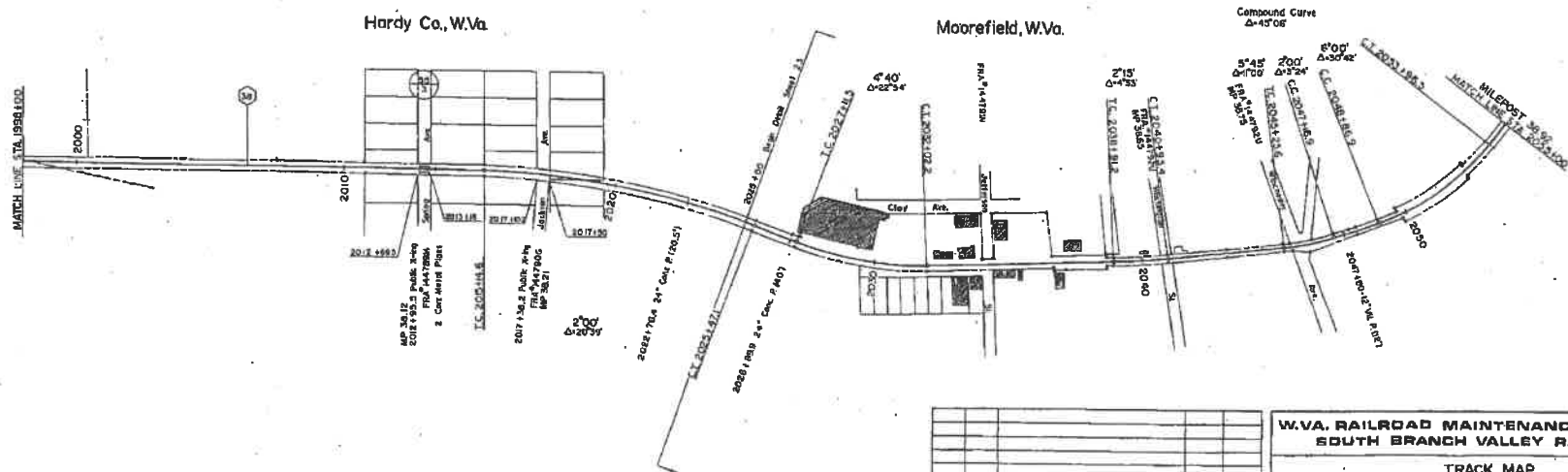
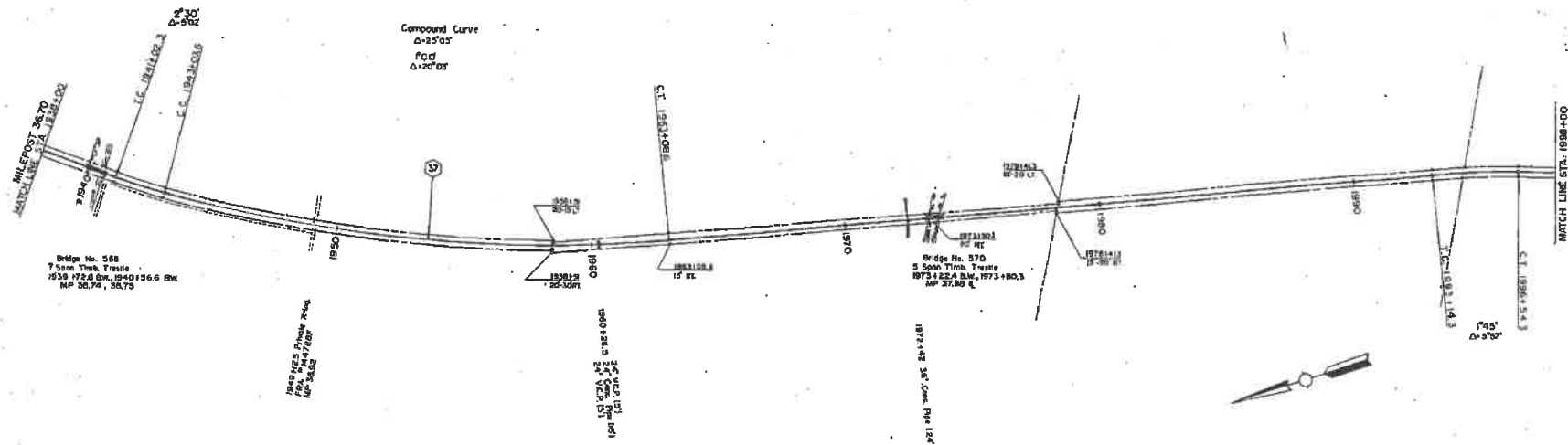
Consulting Engineers & Planners

WHEELING, W. VA.    WASHINGTON, D.C.    CHICAGO, ILL.    BALTIMORE, MD.    PITTSBURGH, PA.    CINCINNATI, OH.    CLEVELAND, OH.    DETROIT, MI.    INDIANAPOLIS, IND.    KANSAS CITY, MO.    LOUISVILLE, KY.    MEMPHIS, TEN.    MILWAUKEE, WIS.    MINNEAPOLIS, MINN.    MOBILE, ALA.    NEW YORK, N.Y.    OMAHA, NEB.    PHOENIX, ARIZ.    PORTLAND, ME.    RICHMOND, VA.    ST. LOUIS, MO.    TAMPA, FLA.    WASHINGTON, D.C.    WHEELING, W. VA.

DATE	SCALE	DATE	DATE
61543	1" = 200'	CHECKED BY	R.C.M.

SHEET 21





TOPOGRAPHY AND RIGHT-OF-WAY ON THIS SHEET WERE DERIVED FROM BALTIMORE AND OHIO RAILROAD COMPANY EVALUATION SHEET

11-13

REVISIONS	DATE	BY

W.VA. RAILROAD MAINTENANCE AUTHORITY  
SOUTH BRANCH VALLEY RAIL ROAD

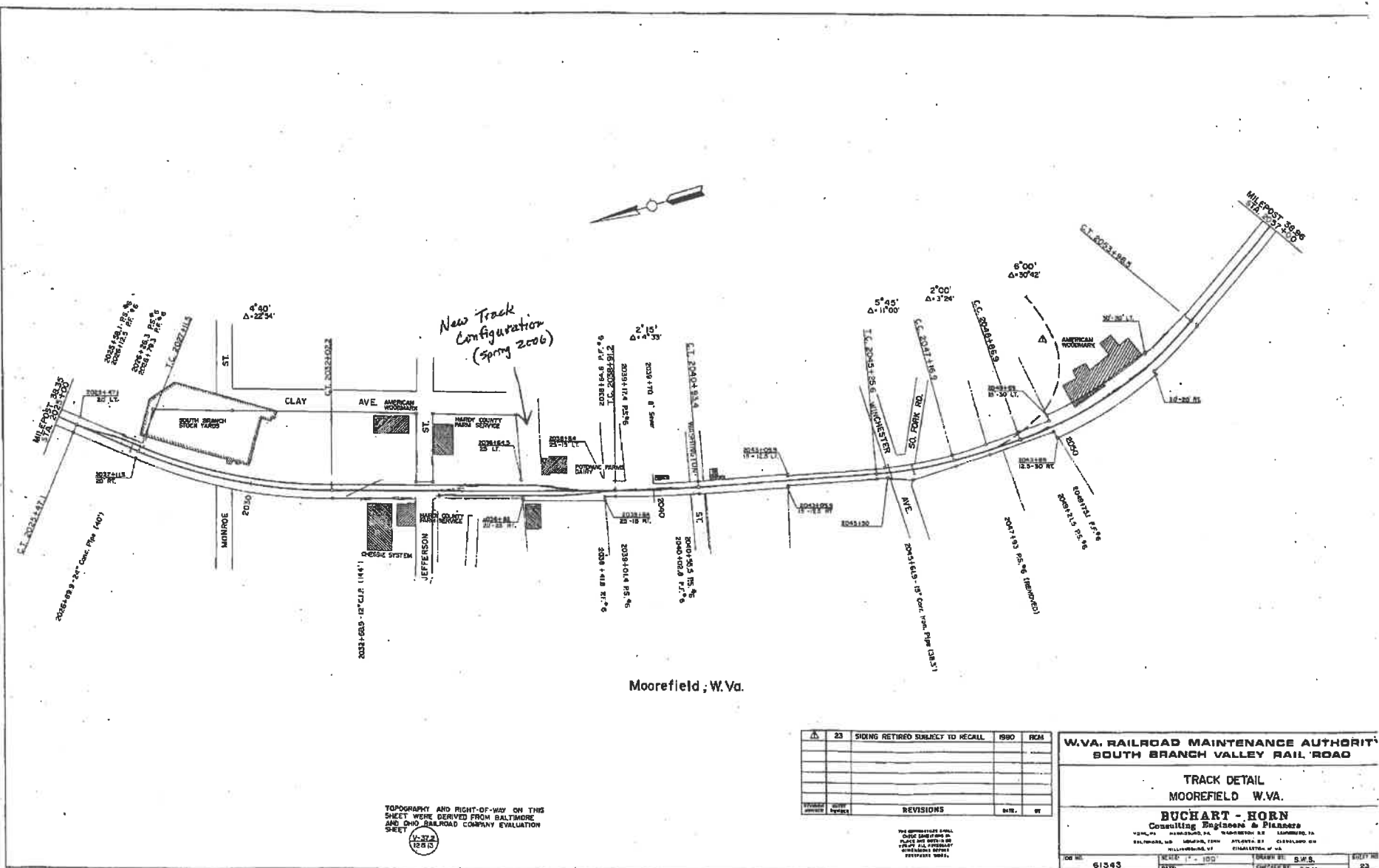
TRACK MAP  
MILEPOST 36.70 TO MILEPOST 38.92

BUCHART - HORN

Consulting Engineers & Planners

700 N. 10th St., Harrisburg, Pa. 17101-2000  
Baltimore, Md. 21201-2000  
Harrisburg, Pa. 17101-2000  
Pittsburgh, Pa. 15201-2000

SCALE: 1"=200'  
DATE: 11-13-83  
CHECKED BY: R.C.M.  
SHEET NO. 22



TOPOGRAPHY AND RIGHT-OF-WAY ON THIS SHEET WERE DERIVED FROM BALTIMORE AND OHIO RAILROAD COMPANY EVALUATION SHEET

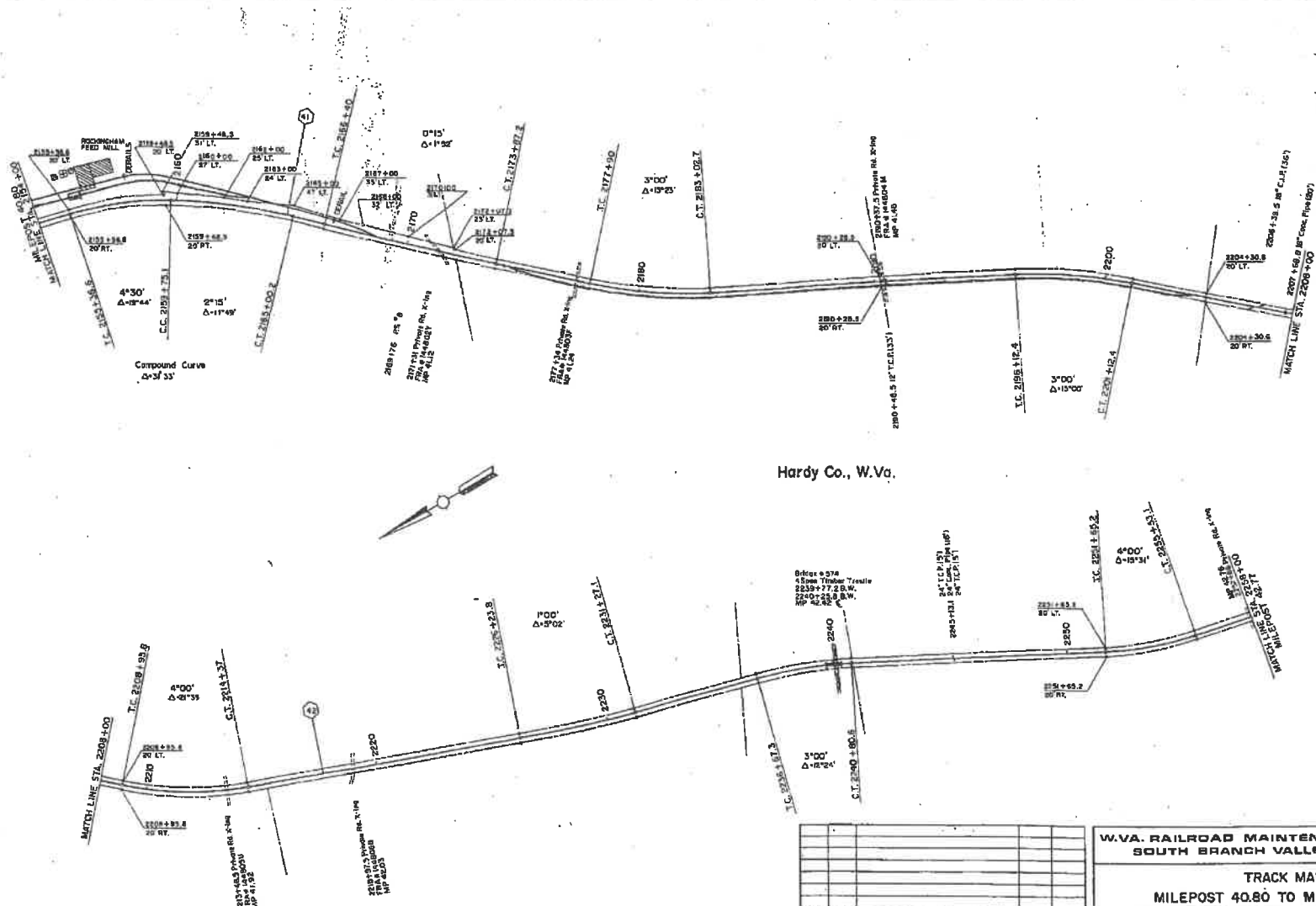


NO.	DESCRIPTION	DATE	BY
23	SLIDING RETIRED SUBJECT TO RECALL	1980	RCM

THE ENGINEER'S SEAL, OFFICE AND FIRM'S NAME, ADDRESS AND PHONE NUMBER, AND DATE OF EXPIRATION OF LICENSE MUST BE PLACED ON THIS SHEET BY THE ENGINEER.

W.VA. RAILROAD MAINTENANCE AUTHORITY SOUTH BRANCH VALLEY RAILROAD			
TRACK DETAIL MOOREFIELD W.VA.			
BUCHART - HORN Consulting Engineers & Planners Baltimore, Md.    Washington, D.C.    Lexington, Va. Baltimore, Md.    Lexington, Va.    Atlanta, Ga.    Cleveland, Ohio Baltimore, Md.    Lexington, Va.    Charleston, W. Va.			
JOB NO. 61343	SCALE 1" = 100'	DRAWN BY S.W.S.	CHECKED BY A.C.M.
DATE			23





Hardy Co., W.Va.

TOPOGRAPHY AND RIGHT-OF-WAY ON THIS SHEET WERE DERIVED FROM BALTIMORE AND OHIO RAILROAD COMPANY EVALUATION SHEET  
V-32.4  
1465

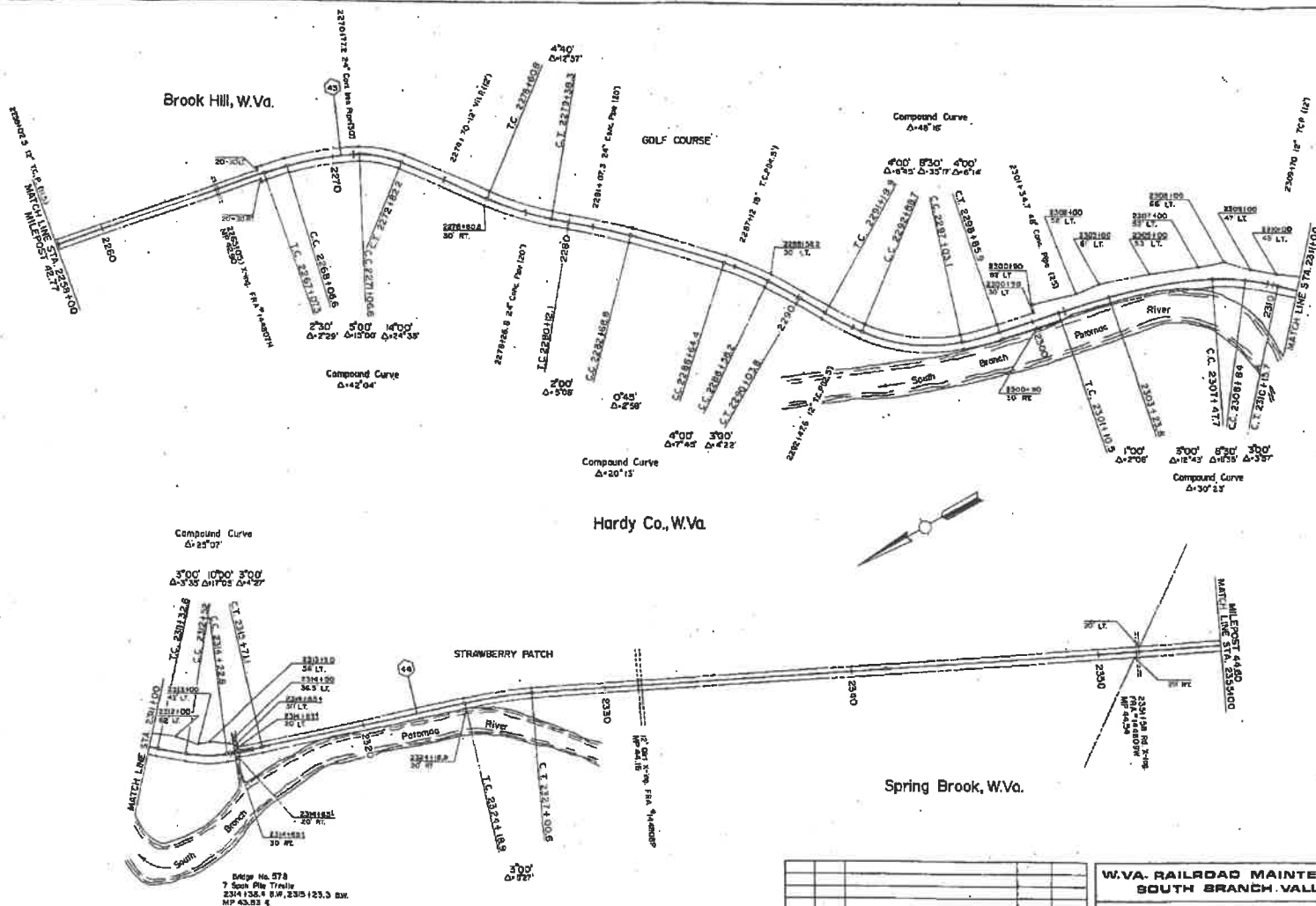
REVISIONS	DATE	BY

W.VA. RAILROAD MAINTENANCE AUTHORITY  
SOUTH BRANCH VALLEY RAIL ROAD

TRACK MAP  
MILEPOST 40.80 TO MILEPOST 42.77

BUCHART - HORN  
Consulting Engineers & Planners  
BALTIMORE, MD. WASHINGTON, D.C. ANNAPOLIS, MD. NEWBURGH, N.Y.  
ATLANTA, GA. CHARLOTTE, N.C. CHARLOTTE, N.C.

61543  
DATE 1-20-67  
DESIGNED BY R.C.M.  
SHEET NO. 26



TOPOGRAPHY AND RIGHT-OF-WAY ON THIS SHEET WERE DERIVED FROM BALTIMORE AND OHIO RAILROAD COMPANY EVALUATION SHEET



REVISION	DATE	BY

THE ENGINEER'S SEAL, OFFICE, AND SIGNATURE ARE REQUIRED ON ALL SHEETS OF THIS MAP.

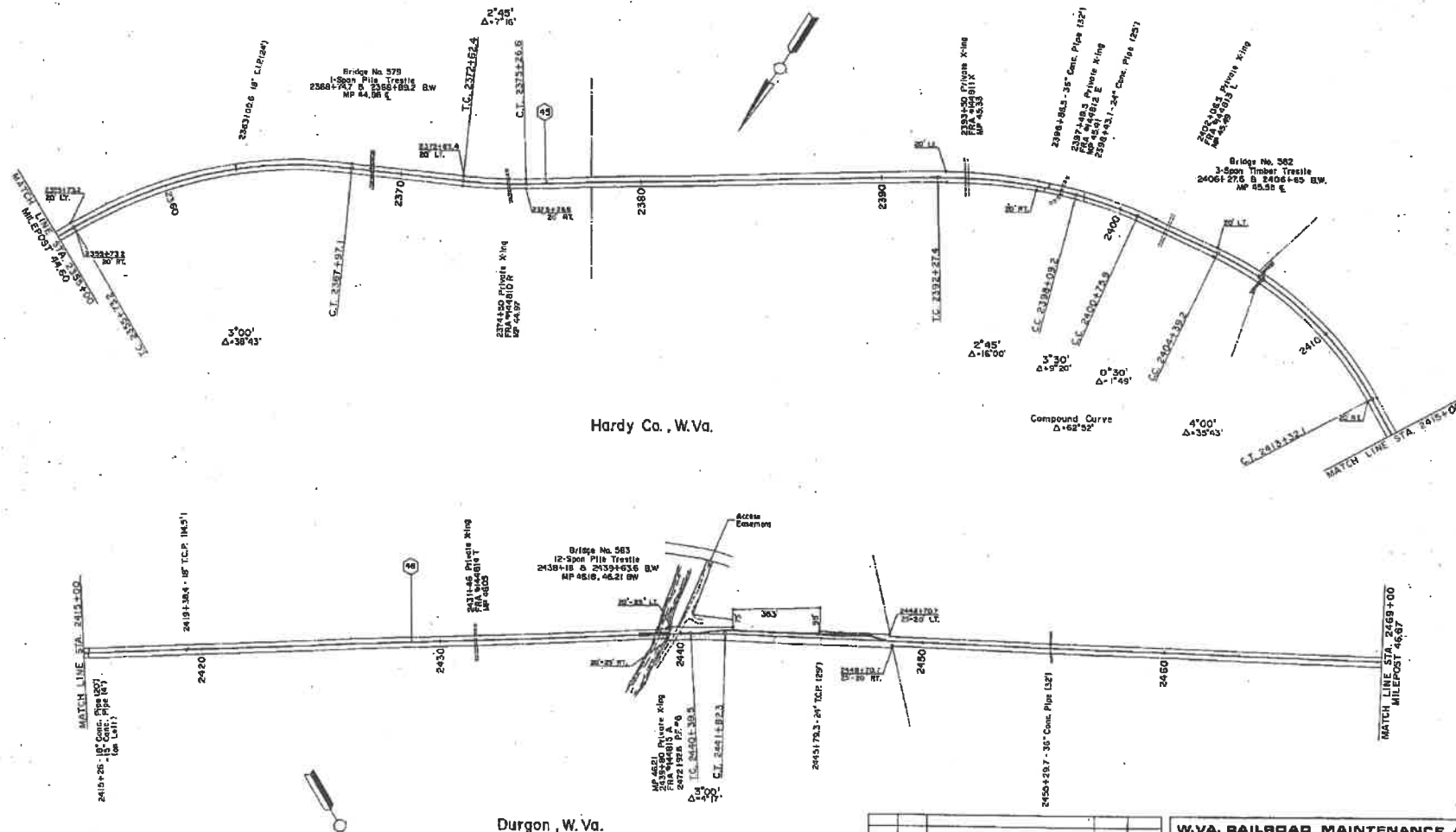
W.VA. RAILROAD MAINTENANCE AUTHORITY  
SOUTH BRANCH VALLEY RAIL ROAD

TRACK MAP  
MILEPOST 42.77 TO MILEPOST 44.60

BUCHART - HORN  
Consulting Engineers & Planners

BUCHART, HORN & ASSOCIATES, INC. ENGINEERS, PLANNERS, ARCHITECTS, AND SURVEYORS  
1000 KENNEDY DRIVE, SUITE 100, GREENSBORO, N.C. 27409  
TELEPHONE: (704) 531-1111  
FACSIMILE: (704) 531-1112

208 NO. 61643 SCALE: 1"=200' DRAWN BY: CHW CHECKED BY: RCM DATE: 11/1/83 SHEET NO. 27



TOPOGRAPHY AND RIGHT-OF-WAY ON THIS SHEET WERE DERIVED FROM BALTIMORE AND OHIO RAILROAD COMPANY EVALUATION SHEET

U.S. 37.2  
1958

REVISIONS	DATE	BY

THE INFORMATION ON THIS SHEET IS FOR THE USE OF THE BALTIMORE AND OHIO RAILROAD COMPANY AND IS NOT TO BE USED FOR ANY OTHER PURPOSE WITHOUT THE WRITTEN CONSENT OF THE BALTIMORE AND OHIO RAILROAD COMPANY.

W.VA. RAILROAD MAINTENANCE AUTHORITY  
SOUTH BRANCH VALLEY RAIL ROAD

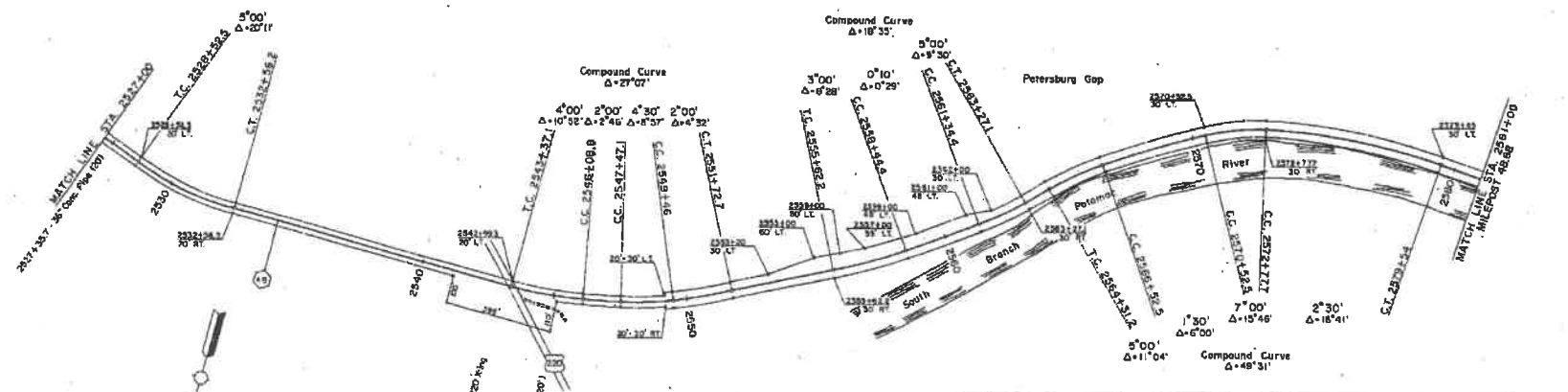
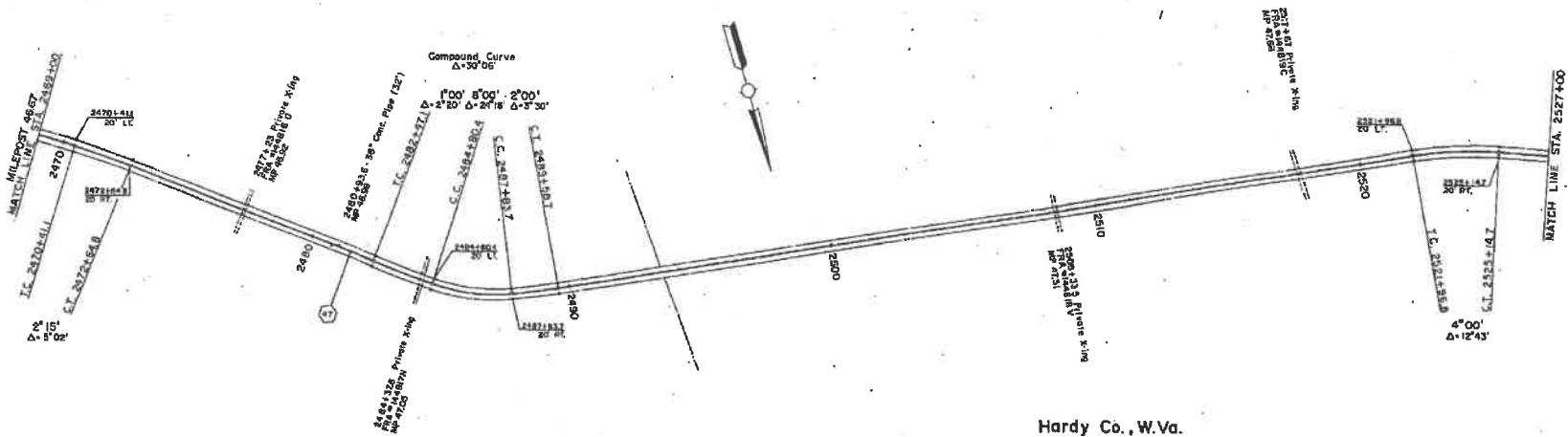
TRACK MAP  
MILEPOST 44.60 TO MILEPOST 46.67

BUCHART - HORN  
Consulting Engineers & Planners

WHEELING, W. VA. 26001-1000  
Baltimore, Md. 21201-1000  
Washington, D.C. 20001-1000

FILE NO.	SCALE	DATE	REVISIONS	BY
61543	1" = 200'			

25



Welton, W.Va.

TOPOGRAPHY AND RIGHT-OF-WAY ON THIS SHEET WERE DERIVED FROM BALTIMORE AND OHIO RAILROAD COMPANY EVALUATION SHEET



REVISIONS	DATE	BY

FOR INFORMATION ONLY  
THIS SHEET IS NOT TO BE USED FOR  
CONSTRUCTION OR FOR ANY OTHER  
PURPOSE WITHOUT THE WRITTEN  
CONSENT OF THE ENGINEER

W.VA. RAILROAD MAINTENANCE AUTHORITY  
SOUTH BRANCH VALLEY RAILROAD

TRACK MAP  
MILEPOST 46.67 TO MILEPOST 48.88

**BUCHART - HORN**  
Consulting Engineers & Planners  

TOWN, VA  
BALTIMORE, MD  
WILMINGTON, DE  
PHILADELPHIA, PA

HARRISBURG, PA  
HARRISBURG, PA  
HARRISBURG, PA  
HARRISBURG, PA

HARRISBURG, PA  
HARRISBURG, PA  
HARRISBURG, PA  
HARRISBURG, PA

JOB NO.  
61543

SCALE  
1" = 200'

DRAWN BY  
S.W.S.

CHECKED BY  
R.C.M.

DATE

SHEET NO.  
28









Department of Administration  
Purchasing Division  
2019 Washington Street East  
Post Office Box 50130  
Charleston, WV 25305-0130

State of West Virginia  
Centralized Request for Quote

<b>Proc Folder:</b> 1020552			<b>Reason for Modification:</b> Addendum No. 1 To add Exhibit B - Project Plans that were inadvertently omitted.
<b>Doc Description:</b> RMA22033 - Replace 5000 ties on SBVR & Tamp			
<b>Proc Type:</b> Central Purchase Order			
<b>Date Issued</b>	<b>Solicitation Closes</b>	<b>Solicitation No</b>	<b>Version</b>
2022-04-05	2022-04-27 13:30	CRFQ 0804 RMA2200000007	2

**BID RECEIVING LOCATION**

BID CLERK  
DEPARTMENT OF ADMINISTRATION  
PURCHASING DIVISION  
2019 WASHINGTON ST E  
CHARLESTON WV 25305  
US

**VENDOR**

**Vendor Customer Code:**

**Vendor Name :**

**Address :**

**Street :**

**City :**

**State :**

**Country :**

**Zip :**

**Principal Contact :**

**Vendor Contact Phone:**

**Extension:**

**FOR INFORMATION CONTACT THE BUYER**

David H Pauline  
304-558-0067  
david.h.pauline@wv.gov

**Vendor  
Signature X**

**FEIN#**

**DATE**

All offers subject to all terms and conditions contained in this solicitation

**ADDITIONAL INFORMATION**

Addendum No. 1

To attach Exhibit B - Project Plans that were inadvertently omitted from the original solicitation. See attached.

Mandatory Pre-bid meeting remains April 14, 2022 at 10:30 am

Vendor technical questions due by April 21, 2022 at 10:00 am.

Bid opening remains April 27, 2022 at 1:30 pm.

No other changes.

**INVOICE TO****SHIP TO**STATE RAIL AUTHORITY  
120 WATER PLANT DRMOOREFIELD  
US

WV

STATE RAIL AUTHORITY  
(DBA) SOUTH BRANCH  
VALLEY RAILROAD  
120 WATER PLANT DRMOOREFIELD  
US

WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Replace 5000 Ties and Tamp	5000.00000	EA		

**Comm Code****Manufacturer****Specification****Model #**

72141603

**Extended Description:**

Replace 5000 ties and tamp area between MP 22-32 on SBVR

**INVOICE TO****SHIP TO**STATE RAIL AUTHORITY  
120 WATER PLANT DRMOOREFIELD  
US

WV

STATE RAIL AUTHORITY  
(DBA) SOUTH BRANCH  
VALLEY RAILROAD  
120 WATER PLANT DRMOOREFIELD  
US

WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Additional Gaging	1000.00000	FT		

**Comm Code****Manufacturer****Specification****Model #**

72141603

**Extended Description:**

Additional Gaging of 1000 feet of track

INVOICE TO				SHIP TO			
STATE RAIL AUTHORITY 120 WATER PLANT DR				STATE RAIL AUTHORITY (DBA) SOUTH BRANCH VALLEY RAILROAD 120 WATER PLANT DR			
MOOREFIELD		WV		MOOREFIELD		WV	
US				US			

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	Additional Tamping - 1 mile	1.00000	MILE		

Comm Code	Manufacturer	Specification	Model #
72141603			

**Extended Description:**

Continuous tamping of an additional one mile on SBVR

**SCHEDULE OF EVENTS**

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	Mandatory Pre-Bid Meeting at 10:30 am	2022-04-14
2	Vendor Technical Questions due by 10:00 am	2022-04-21

	Document Phase	Document Description	Page 4
RMA2200000007	Draft	RMA22033 - Replace 5000 ties on SBVR & Tamp	

# **ADDITIONAL TERMS AND CONDITIONS**

See attached document(s) for additional Terms and Conditions

# SOLICITATION NUMBER: CRFQ RMA2200000007

## Addendum Number: 1

The purpose of this addendum is to modify the solicitation identified as ("RMA22\*07") to reflect the change(s) identified and described below.

### Applicable Addendum Category:

- ☐ Modify bid opening date and time
- ☒ Modify specifications of product or service being sought
- ☐ Attachment of vendor questions and responses
- ☐ Attachment of pre-bid sign-in sheet
- ☐ Correction of error
- ☒ Other

### Description of Modification to Solicitation:

1. To attached Exhibit B – Project Plans, see attached.
2. Pre-bid meeting remains 4/14/22 at 10:30 am
3. Vendor questions due 4/21/22 at 10:00 am
4. Bid opening remains 4/27/22 at 1:30 pm
5. No other changes

**Additional Documentation:** Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

### Terms and Conditions:

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

REQUEST FOR QUOTATION – CRFQ RMA22\*07  
Replace Crossties and Surfacing on the South Branch Valley Railroad

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**EXHIBIT B – PROJECT PLANS**

**1. GENERAL REQUIREMENTS:**

**1.1 Mandatory Contract Item Requirements:** Contract Item must meet or exceed the mandatory requirements listed below. All materials and workmanship shall meet the AREMA Manual for Railway Engineering's standards.

**1.1.1 Replace** 5,000 crossties between MP 22.0 and MP 32.0 where ties are replaced will be surfaced according to tamping and final surfacing instructions below. During installation, ties will be installed firmly against the rail without humping. As long as they are firm, no tamping will be required during change out. Tamping will then be completed as production tamping once the change out is complete, and the start of production tamping will be coordinated with the SBVR. SBVR will spread ballast after tie installation so production tamping will need to be scheduled no sooner than one month after the completion of tie installation to allow time for ballast to be spread as required.

**1.1.1.1** Ties will be handled in accordance with specifications in the AREMA Manual for Railway Engineering to avoid damage. The vendor will replace only those ties marked for replacement by the SBVR. The vendor will remove and dispose of old ties. Ties must be stacked clear of tracks and must not be stacked on property other than SBVR right-of-way.

**1.1.2 Spiking of Ties – Gaging Additional Ties**

**1.1.2.1** New ties will be spiked to a gage of 56 ½ inches, plus or minus ¼ inch. 1,000 additional feet of gaging will be marked in the field.

**1.1.2.2** All ties replaced or respiked will have new spikes. Old spikes will not be reused. Spikes shall be started and driven vertically and square with the rail. They shall have full bearing against the side of the rail base. Spikes shall not be overdriven. Ties on tangents will get four spikes per tie and ties in curves will get six spikes per tie or eight spikes per tie depending on the curvatures as illustrated in Attachment A. The correct spiking pattern will be used on all new ties and any adjacent ties that are respiked to correct gage. Track maps showing curvature are shown in Attachment B.

**REQUEST FOR QUOTATION – CRFQ RMA22\*07**  
**Replace Crossties and Surfacing on the South Branch Valley Railroad**

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**1.1.3 Rail Anchors**

1.1.3.1 All rail anchors will be reapplied in the existing location and properly fitted against ties. SBVR will provide anchors for any missing anchors as required.

**1.1.4 Final Surfacing, Alinement and Ballast Regulation – 10 miles** where ties are installed and an additional one mile of surfacing between MP 38.2 and 39.2 Tamping will be coordinated with the SBVR after ties are installed to allow SBVR time to spread stone. At least 30 days between the end of the tie installation before tamping will begin.

**1.1.4.1** Vendor will use production tamper with computer alinement control to restore proper surface to the entire track and establish best fit for curves including appropriate spirals per AREMA Specifications. The degree of curvature is listed on attached track charts. Tamping of curves will be set for 15 MPH speeds. Surfacing will taper into bridges. Between MP 22-32 there are five bridges at MP 23, 23.2, 25.5, 26.8 and 31.7. Between 38.2 and 39.2 there are zero bridges.

**1.1.4.2** Between MP 22-32 and MP 38.2- 39.2 all crossings will be tamped into and out of.

**1.1.4.3** When surfacing a turnout, tamping will continue for a distance of at least 100 feet onto the sidetrack to ensure uniform surface through the turnout. There are 2- #10 turnouts between MP 22-32 and 3 -#10 turnouts between MP 38.2 and 39.2

**1.1.4.4** The condition of the track needs to be restored to vertical evenness or smoothness with a minimum of two insertions for each tie.

**1.1.4.5** A ballast regulator will follow the tamper to regulate ballast and reshape shoulders. SBVR will provide and place any additional ballast where it may be needed after surfacing. Production tamping includes regulating and brooming. Care shall be used to prevent ballast from entering existing ditch lines. Any excess ballast placed in ditch lines during tamping, regulating or brooming operations shall be removed by the Contractor at his expense.



**REQUEST FOR QUOTATION – CRFQ RMA22\*07**  
**Replace Crossties and Surfacing on the South Branch Valley Railroad**

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**1.2 Miscellaneous Information**

**1.2.1** An SBVR employee will provide protection. The SBVR will assure vendor has proper protection at no cost to the vendor.

**1.2.2 Clarification** of work schedule: Freight trains normally run once per day Monday-Thursday. The excursion train will start May 1 and runs on Saturdays and Sundays and with a 1:00 pm departure running from Romney to Moorefield (MP14.5 – 32.0) and back. Exception is the last Saturday of every month with a 10:00 departure running from Romney to Petersburg (MP 14.5 – 51.2) and back. Excursion trains run every day in October, do not plan on any work during this month.

**1.3 Materials – Vendor will be responsible for all materials. All materials must meet AREMA specifications.**

**1.3.1** Vendor will provide new ties, tie plugs and spikes and will transport them to the work site. Ties will be new 7" x 9" x 8'6" Grade 5 ties (an 80/20 mix is acceptable – 80% 7" x 9" and 20% 7" x 8"). The specifications set forth in Chapter 3 of the AREMA specifications will govern. The ties will be 100% end-plated, mixed hardwoods and oak, creosote pressure treated to 7# retention.

**1.3.2** Vendor will provide treated wooden tie plugs or tie plug compound, either is acceptable. Spikes will be 6" cut track spikes per AREMA specifications. Tie plates will be provided by the SBVR where existing tie plates are defective or missing.



Department of Administration  
Purchasing Division  
2019 Washington Street East  
Post Office Box 50130  
Charleston, WV 25305-0130

State of West Virginia  
Centralized Request for Quote

**Proc Folder:** 1020552

**Doc Description:** (Construction) Replace 5000 ties on SBVR & Tamp

**Proc Type:** Central Purchase Order

**Reason for Modification:**

Addendum No. 2  
To respond to vendor questions,  
to attach revised "Exhibit A"  
pricing page, see attached.

Date Issued	Solicitation Closes	Solicitation No	Version
2022-04-22	2022-04-27 13:30	CRFQ 0804 RMA2200000007	3

**BID RECEIVING LOCATION**

BID CLERK  
DEPARTMENT OF ADMINISTRATION  
PURCHASING DIVISION  
2019 WASHINGTON ST E  
CHARLESTON WV 25305  
US

**VENDOR**

**Vendor Customer Code:**

**Vendor Name :**

**Address :**

**Street :**

**City :**

**State :**

**Country :**

**Zip :**

**Principal Contact :**

**Vendor Contact Phone:**

**Extension:**

**FOR INFORMATION CONTACT THE BUYER**

David H Pauline  
304-558-0067  
david.h.pauline@wv.gov

**Vendor  
Signature X**

**FEIN#**

**DATE**

All offers subject to all terms and conditions contained in this solicitation

**ADDITIONAL INFORMATION**

Addendum No. 2

To respond to vendor questions, see attached.

To attach revised "Exhibit A" pricing page, see attached.

Bid opening remains April 27, 2022 at 1:30 pm.

No other changes.

**INVOICE TO**STATE RAIL AUTHORITY  
120 WATER PLANT DRMOOREFIELD  
US

WV

**SHIP TO**STATE RAIL AUTHORITY  
(DBA) SOUTH BRANCH  
VALLEY RAILROAD  
120 WATER PLANT DRMOOREFIELD  
US

WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Replace 5000 Ties and Tamp	5000.00000	EA		

**Comm Code****Manufacturer****Specification****Model #**

72141603

**Extended Description:**

Replace 5000 ties and tamp area between MP 22-32 on SBVR

**INVOICE TO**STATE RAIL AUTHORITY  
120 WATER PLANT DRMOOREFIELD  
US

WV

**SHIP TO**STATE RAIL AUTHORITY  
(DBA) SOUTH BRANCH  
VALLEY RAILROAD  
120 WATER PLANT DRMOOREFIELD  
US

WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Additional Gaging	1000.00000	FT		

**Comm Code****Manufacturer****Specification****Model #**

72141603

**Extended Description:**

Additional Gaging of 1000 feet of track

INVOICE TO		SHIP TO	
STATE RAIL AUTHORITY 120 WATER PLANT DR		STATE RAIL AUTHORITY (DBA) SOUTH BRANCH VALLEY RAILROAD 120 WATER PLANT DR	
MOOREFIELD	WV	MOOREFIELD	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	Additional Tamping - 1 mile	1.00000	MILE		

Comm Code	Manufacturer	Specification	Model #
72141603			

**Extended Description:**

Continuous tamping of an additional one mile on SBVR

**SCHEDULE OF EVENTS**

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	Mandatory Pre-Bid Meeting at 10:30 am	2022-04-14
2	Vendor Technical Questions due by 10:00 am	2022-04-21

	Document Phase	Document Description	Page
RMA2200000007	Draft	(Construction) Replace 5000 ties on SBVR & Tamp	4

#### **ADDITIONAL TERMS AND CONDITIONS**

See attached document(s) for additional Terms and Conditions

**SOLICITATION NUMBER: CRFQ RMA2200000007**  
**Addendum Number: 2**

---

The purpose of this addendum is to modify the solicitation identified as ("RMA22\*07") to reflect the change(s) identified and described below.

**Applicable Addendum Category:**

- ☐ Modify bid opening date and time
- ☐ Modify specifications of product or service being sought
- ☒ Attachment of vendor questions and responses
- ☐ Attachment of pre-bid sign-in sheet
- ☒ Correction of error
- ☒ Other

**Description of Modification to Solicitation:**

1. To attached revised "Exhibit A" – pricing page, see attached.
2. To respond to vendor questions, see attached.
4. Bid opening remains 4/27/22 at 1:30 pm
5. No other changes

**Additional Documentation:** Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

**Terms and Conditions:**

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

## **CRFO RMA22\*07 Ties and Tamping on SBVR**

### Questions and Responses

**Q1.** If the tie supplier delivers ties by rail, we are assuming they will take the ties to Green Spring WV by CSX. Once in Green Spring, will the SBVR pickup and deliver the railcars on the project to a siding? At the bridge siding at MP 31.8? We are assuming the SBVR will pickup the cars and return them to Green Spring.

**A1.** If ties are delivered by rail, yes, they will be delivered to Green Spring by CSX. The SBVR crews will pick up the cars and deliver them to MP 31.8 siding. It will be the contractor's responsibility to unload the ties from the railcar and spread the ties to the proper location. When the cars are empty, the SBVR will deliver back to our interchange at Green Spring for pickup by CSXT.

**Q2.** Approximately what time of day does the one train run through the work area Monday through Thursday?

**A2.** The average time would be between 1130 and 1230 each day.

**Q3.** Will the siding at Sector and siding at the Sycamore bridge be two of the best clear up locations? If not, where would be the best clear up location.

**A3.** The siding at Sector (MP 25.5) and the Siding at Sycamore Bridge (MP 31.8) would be the best place to clear up.

**A4.** Will the contractor be permitted to work more than 10 hours per day with the provided flagger?

**A.** Yes

**Q5.** On the cost sheet, it gives an estimate of 1000 feet of additional gaging. Is there any update to this estimate? Will the additional gaging be marked in the field?

**A5.** An actual measurement was taken of additional gaging and the amount is 4,800 feet and will be clearly marked in the field. Updated cost sheet is attached.

**Q6.** What are the Material Specifications?

**A6.** Exhibit B was accidentally left off the original posting of this job. It was later sent as addendum, and this is answered in the Exhibit.

**Q7.** Who will supply and install the Ballast?

**A7.** See answer 6

**Q8.** What is the Train Schedule within the work area?

**A8.** See answer 6

**Q9.** There appear to be 4 private and 5 public crossings in the work area. What is the procedure for surfacing through these crossings?

**A9.** See answer 6

**Q10.** What is the average raise for the surfacing unit?

**A10.** See answer 6

**Q11.** There appears to be 4 Turnouts in the work area. What is the procedure for surfacing through these Turnouts?

**A11.** See answer 6

**Q12.** Who provides flagging?

**A12.** See answer 6



**Exhibit "A"**  
**Price Sheet**

<b>Replace Crossties and Surface on the SBVR</b>						
<b>Line</b>	<b>Description</b>	<b>Unit of Measure</b>	<b>Unit Cost</b>	<b>Quantity Needed</b>	<b>Extended Cost</b>	
<b>Item</b>	<b>Replace Crossties and Surfacing on SBVR</b>		<b>Cost</b>	<b>Needed</b>	<b>Cost</b>	
<b>1.1.1</b>	<b>Replace 5,000 crossties between MP 22.0 and MP32.0</b>	<b>Each</b>	<b>0.00</b>	<b>5,000</b>	<b>0.00</b>	
	<b>(This includes tamping of this area)</b>					
<b>1.1.2</b>	<b>Additonal Gaging between MP 22.0 &amp; MP 32.0</b>	<b>Per Ft</b>	<b>0.00</b>	<b>4,800</b>	<b>0.00</b>	
<b>1.1.4</b>	<b>Continual Surfacing between 38.2-39.2</b>	<b>Per Mile</b>	<b>0.00</b>	<b>1</b>	<b>0.00</b>	
<b>Total Bid Amount:</b>					<b>0.00</b>	



Department of Administration  
Purchasing Division  
2019 Washington Street East  
Post Office Box 50130  
Charleston, WV 25305-0130

State of West Virginia  
Centralized Request for Quote

<b>Proc Folder:</b> 1020552			<b>Reason for Modification:</b> Addendum No. 3
<b>Doc Description:</b> (Construction) Replace 5000 ties on SBVR & Tamp			
<b>Proc Type:</b> Central Purchase Order			
<b>Date Issued</b>	<b>Solicitation Closes</b>	<b>Solicitation No</b>	<b>Version</b>
2022-04-25	2022-04-27 13:30	CRFQ 0804 RMA2200000007	4

**BID RECEIVING LOCATION**

BID CLERK  
DEPARTMENT OF ADMINISTRATION  
PURCHASING DIVISION  
2019 WASHINGTON ST E  
CHARLESTON WV 25305  
US

**VENDOR**

**Vendor Customer Code:**  
**Vendor Name :**  
**Address :**  
**Street :**  
**City :**  
**State :** **Country :** **Zip :**  
**Principal Contact :**  
**Vendor Contact Phone:** **Extension:**

**FOR INFORMATION CONTACT THE BUYER**

David H Pauline  
304-558-0067  
david.h.pauline@wv.gov

Vendor  
Signature X **FEIN#** **DATE**

All offers subject to all terms and conditions contained in this solicitation

<b>ADDITIONAL INFORMATION</b>
Addendum No. 3
To change commodity line #2 from 1,000 feet to 4,800 feet on the CRFQ. which matches the Exhibit A pricing page the was amended and attached to addendum 2.
Bid opening remains April 27, 2022 at 1:30 pm.
No other changes.

<b>INVOICE TO</b>		<b>SHIP TO</b>	
STATE RAIL AUTHORITY 120 WATER PLANT DR		STATE RAIL AUTHORITY (DBA) SOUTH BRANCH VALLEY RAILROAD 120 WATER PLANT DR	
MOOREFIELD	WV	MOOREFIELD	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Replace 5000 Ties and Tamp	5000.00000	EA		

Comm Code	Manufacturer	Specification	Model #
72141603			

**Extended Description:**  
Replace 5000 ties and tamp area between MP 22-32 on SBVR

<b>INVOICE TO</b>		<b>SHIP TO</b>	
STATE RAIL AUTHORITY 120 WATER PLANT DR		STATE RAIL AUTHORITY (DBA) SOUTH BRANCH VALLEY RAILROAD 120 WATER PLANT DR	
MOOREFIELD	WV	MOOREFIELD	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Additional Gaging	4800.00000	FT		

Comm Code	Manufacturer	Specification	Model #
72141603			

**Extended Description:**  
Additional Gaging of 4,800 feet of track

INVOICE TO		SHIP TO	
STATE RAIL AUTHORITY 120 WATER PLANT DR		STATE RAIL AUTHORITY (DBA) SOUTH BRANCH VALLEY RAILROAD 120 WATER PLANT DR	
MOOREFIELD	WV	MOOREFIELD	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	Additional Tamping - 1 mile	1.00000	MILE		

Comm Code	Manufacturer	Specification	Model #
72141603			

**Extended Description:**

Continuous tamping of an additional one mile on SBVR

**SCHEDULE OF EVENTS**

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	Mandatory Pre-Bid Meeting at 10:30 am	2022-04-14
2	Vendor Technical Questions due by 10:00 am	2022-04-21

	Document Phase	Document Description	Page 4
RMA2200000007	Draft	(Construction) Replace 5000 ties on SBVR & Tamp	

**ADDITIONAL TERMS AND CONDITIONS**

See attached document(s) for additional Terms and Conditions

**SOLICITATION NUMBER: CRFQ RMA2200000007**  
**Addendum Number: 3**

---

The purpose of this addendum is to modify the solicitation identified as ("RMA22\*07") to reflect the change(s) identified and described below.

**Applicable Addendum Category:**

- ☐ Modify bid opening date and time
- ☐ Modify specifications of product or service being sought
- ☐ Attachment of vendor questions and responses
- ☐ Attachment of pre-bid sign-in sheet
- ☒ Correction of error
- ☒ Other

**Description of Modification to Solicitation:**

1. To change Commodity Line 2 from 1,000 feet to read 4,800 feet, which matches the Exhibit A pricing page that was amended and attached to addendum 2.
2. Bid opening remains 4/27/22 at 1:30 pm
3. No other changes

**Additional Documentation:** Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

**Terms and Conditions:**

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.



Department of Administration  
Purchasing Division  
2019 Washington Street East  
Post Office Box 50130  
Charleston, WV 25305-0130

State of West Virginia  
Centralized Request for Quote

**Proc Folder:** 1020552

**Doc Description:** (Construction) Replace 5000 ties on SBVR & Tamp

**Reason for Modification:**

Addendum No. 4  
To publish Pre-Bid Sign-in Sheet

**Proc Type:** Central Purchase Order

Date Issued	Solicitation Closes	Solicitation No	Version
2022-04-26	2022-04-27 13:30	CRFQ 0804 RMA2200000007	5

**BID RECEIVING LOCATION**

BID CLERK  
DEPARTMENT OF ADMINISTRATION  
PURCHASING DIVISION  
2019 WASHINGTON ST E  
CHARLESTON WV 25305  
US

**VENDOR**

**Vendor Customer Code:**

**Vendor Name :**

**Address :**

**Street :**

**City :**

**State :**

**Country :**

**Zip :**

**Principal Contact :**

**Vendor Contact Phone:**

**Extension:**

**FOR INFORMATION CONTACT THE BUYER**

David H Pauline  
304-558-0067  
david.h.pauline@wv.gov

**Vendor  
Signature X**

**FEIN#**

**DATE**

All offers subject to all terms and conditions contained in this solicitation

<b>ADDITIONAL INFORMATION</b>
Addendum No. 4
To publish the Pre-Bid Sign-in Sheet, see attached.
Bid opening remains April 27, 2022 at 1:30 pm.
No other changes.

<b>INVOICE TO</b>	<b>SHIP TO</b>
STATE RAIL AUTHORITY 120 WATER PLANT DR  MOOREFIELD WV US	STATE RAIL AUTHORITY (DBA) SOUTH BRANCH VALLEY RAILROAD 120 WATER PLANT DR MOOREFIELD WV US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Replace 5000 Ties and Tamp	5000.00000	EA		

<b>Comm Code</b>	<b>Manufacturer</b>	<b>Specification</b>	<b>Model #</b>
72141603			

**Extended Description:**  
Replace 5000 ties and tamp area between MP 22-32 on SBVR

<b>INVOICE TO</b>	<b>SHIP TO</b>
STATE RAIL AUTHORITY 120 WATER PLANT DR  MOOREFIELD WV US	STATE RAIL AUTHORITY (DBA) SOUTH BRANCH VALLEY RAILROAD 120 WATER PLANT DR MOOREFIELD WV US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Additional Gaging	4800.00000	FT		

<b>Comm Code</b>	<b>Manufacturer</b>	<b>Specification</b>	<b>Model #</b>
72141603			

**Extended Description:**  
Additional Gaging of 4,800 feet of track



INVOICE TO			SHIP TO		
STATE RAIL AUTHORITY 120 WATER PLANT DR			STATE RAIL AUTHORITY (DBA) SOUTH BRANCH VALLEY RAILROAD 120 WATER PLANT DR		
MOOREFIELD		WV	MOOREFIELD		WV
US			US		

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	Additional Tamping - 1 mile	1.00000	MILE		

Comm Code	Manufacturer	Specification	Model #
72141603			

**Extended Description:**

Continuous tamping of an additional one mile on SBVR

**SCHEDULE OF EVENTS**

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	Mandatory Pre-Bid Meeting at 10:30 am	2022-04-14
2	Vendor Technical Questions due by 10:00 am	2022-04-21

	Document Phase	Document Description	Page 4
RMA2200000007	Draft	(Construction) Replace 5000 ties on SBVR & Tamp	

**ADDITIONAL TERMS AND CONDITIONS**

See attached document(s) for additional Terms and Conditions

**SOLICITATION NUMBER: CRFQ RMA2200000007**  
**Addendum Number: 4**

---

The purpose of this addendum is to modify the solicitation identified as ("RMA22\*07") to reflect the change(s) identified and described below.

**Applicable Addendum Category:**

- ☐ Modify bid opening date and time
- ☐ Modify specifications of product or service being sought
- ☐ Attachment of vendor questions and responses
- ☒ Attachment of pre-bid sign-in sheet
- ☐ Correction of error
- ☐ Other

**Description of Modification to Solicitation:**

1. To attached pre-bid sign-in sheet, see attached.
2. Bid opening remains 4/27/22 at 1:30 pm
3. No other changes

**Additional Documentation:** Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

**Terms and Conditions:**

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

## SIGN IN SHEET

Page 1 of 1

Request for Proposal No. CRQS RMA 22\*7

PLEASE PRINT

Date: 4-14-2022

\* PLEASE BE SURE TO PRINT LEGIBLY - IF POSSIBLE, LEAVE A BUSINESS CARD

FIRM & REPRESENTATIVE NAME	MAILING ADDRESS	TELEPHONE & FAX NUMBERS
Company: <u>AMTRAC RAILROAD CONTRACTORS</u>	<u>9436 EARLEY DRIVE</u>	PHONE <u>301-797-3730</u>
Rep: <u>ROBERT MATTHEWS</u>	<u>HAGERSTOWN, MD 21740</u>	TOLL FREE
Email Address: <u>RMATTHEWS@AMTRACMD.COM</u>		FAX <u>301-797-3710</u>
Company: <u>CTW</u>	<u>P.O. Box 69</u>	PHONE <u>804-725-1111</u>
Rep: <u>GEORGE ANDERSON</u>	<u>PORT HAYWOOD VA 23138</u>	TOLL FREE
Email Address: <u>GEORGE@CTW LLC @ AOL.COM</u>		FAX <u>804-725-1065</u>
Company: <u>Rhinchant Railroad</u>	<u>1600 Angleside road</u>	PHONE <u>410-879-1322</u>
Rep: <u>Johnny B Wharton</u>	<u>Fallston, Maryland</u>	TOLL FREE
Email Address: <u>Johnny.W@RhinchantRailroad.com</u>	<u>21047</u>	FAX <u>410-879-1344</u>
Company: <u>Morgan Rail Service</u>	<u>10152 Hedgesville RD</u>	PHONE <u>304-676-0961</u>
Rep: <u>Tim Sanders</u>	<u>Hedgesville WV 25427</u>	TOLL FREE
Email Address: <u>Tim@MorganRailService.com</u>		FAX
Company: _____	_____	PHONE _____
Rep: _____	_____	TOLL FREE
Email Address: _____	_____	FAX _____

**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.: CRFO RMA22\*07**

**Instructions:** Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

**Acknowledgment:** I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

**Addendum Numbers Received:**

(Check the box next to each addendum received)

- |  |  |
|--|--|
| <input checked="" type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6  |
| <input checked="" type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7  |
| <input checked="" type="checkbox"/> Addendum No. 3 | <input type="checkbox"/> Addendum No. 8  |
| <input checked="" type="checkbox"/> Addendum No. 4 | <input type="checkbox"/> Addendum No. 9  |
| <input type="checkbox"/> Addendum No. 5            | <input type="checkbox"/> Addendum No. 10 |

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

Morgan Raul Service  
Company

[Signature]  
Authorized Signature

5/4/22  
Date

NOTE: This addendum acknowledgment should be submitted with the bid to expedite document processing.