



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

Request for Quotation

RFQ NUMBER
RMA70025

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
MICHAEL AUSTIN
304-558-2316

MEMBER

*709023822 301-797-3730
 AMTRAC RAILROAD CONTRACTORS OF
 9436 EARLEY DRIVE
 HAGERSTOWN MD 21740-1737

SHIP TO

WV STATE RAIL AUTHORITY
 (DBA) SOUTH BRANCH VALLEY
 RAILROAD
 120 WATER PLANT DRIVE
 MOOREFIELD, WV
 26836 304-538-2305

DATE PRINTED 03/19/2007	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
BID OPENING DATE: 04/05/2007		BID OPENING TIME		

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 3						
THE ATTACHED SPECIFICATIONS REPLACES THE ORIGINAL SPECIFICATIONS IN IT'S ENTIRETY.						
BID OPENING REMAINS THE SAME						
NO OTHER CHANGES						
0001	1	EA		540-10	392,805. ⁰⁰	392,805. ⁰⁰
				TIMBER BRIDGE TIES		
***** THIS IS THE END OF RFQ RMA70025 ***** TOTAL:						392,805. ⁰⁰

2007 APR -5 A 9 11
 PURCHASING DIVISION
 STATE OF WEST VIRGINIA

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *[Signature]* TELEPHONE: 301-797-3730 DATE: 4/4/07

TITLE: VICE PRESIDENT FEIN: 351649116 ADDRESS CHANGES TO BE NOTED ABOVE

Addendum No. 3 to RMA 70025 – Bridge Ties on SBVR

NOTE: Due to the numerous changes made since the original RFQ, this addendum replaces the original RFQ in its entirety. This Addendum also includes answers from questions asked at Mandatory pre-bid held on February 27, 2007.

The scope of work has been reduced from the original RFQ. The project is now the complete replacement of bridge ties and outer timber guard rails on just two bridges.

Bridge 8.5

This bridge is located just north of Graces Cabin Road crossing. It is 75.3 feet long and 20 feet high. Bridge 8.5 is a five span structure consisting of four timber trestle spans and a center span with steel rolled beams. The running rails are 132 RE CWR. There are no inner guard rails. The alignment is tangent.

A total of 67 bridge ties are to be replaced. Of these, 45 are 8"x 8"x 10' ties on the timber spans and 22 are 8"x 9"x 10' ties dapped to fit on the steel span. All timber outer guard rail is to be replaced.

Bridge 15.2

This bridge crosses the South Branch of the Potomac River just south of Romney. It is 997.5 feet long and 25.5 feet high. Bridge 15.2 is a 41 span structure consisting of 19 timber spans and 22 steel spans. The running rails are 133 RE CWR. There are inner guard rails however they are not complete to the ends of the bridge. Approximately 600 feet of the bridge is in a five degree curve with the rest of it tangent.

A total of 847 bridge ties are to be replaced. Of these, 189 are 8"x 8"x 10' ties on the timber spans and 658 are 8"x 8"x 10' ties dapped to fit on the steel spans. All timber outer guard rail is to be replaced. The inner guard rails are to be removed.

Conduct of Work

Bridge Tie Installation: On steel spans, every third tie will be anchored to the top of the girder flanges with new, galvanized ¾" hook bolts, nuts and washers. On timber spans, every third tie will be fastened to each stringer chord with a ¾"x 12" washer head drive spike. No more than 8 to 10 ties may be removed at one time due to the CWR. New ties will be shifted as needed to eliminate bunching that has occurred with the existing ties.

Timber Outer Guard Rail: The outer guard rails shall be placed with the inside edge 48 ½" from the centerline of the track. The timber shall be anchored to each tie with ¾"x 10" washer head drive spikes. The ¾" holes for the drive spikes shall be drilled through the guard rails only and the holes placed in alternate patterns over each tie, three inches (3") inside the edge of the timber. See attached drawing. At the ends of each span, the outer guard rail shall end on the last tie of the span to allow structure expansion and shall not be connected to the backwall or approach tie. Guard rails shall be notched in the field as necessary to clear heads of the hook bolts.

Inner Guard Rail: The inner guard rail on Bridge 15.2 shall be removed and the rail stacked at Vanderlip.

Running Rails: Existing tie plates will be re-used with new ¼" thick solid neoprene (no fabric) tie pads placed between the tie plates and bridge ties. Rails will be spiked to 56 ¼" gage with new, 6" cut spikes. They will be spiked to proper alinement without any irregularities in curved or tangent portions. Contractor will be responsible to adjust rail as necessary to eliminate stress that develops as a result of the tie replacement. Spiking pattern will be four spikes per tie plate on Bridge 8.5 and six spikes per plate on Bridge 15.2, as currently on each bridge. Rails will be box anchored to all ties that are fastened to Bridge 15.2. The existing anchors may be reinstalled. Rail anchors are not required on Bridge 8.5.

Train Traffic: The SBVR normally operates freight trains Monday through Friday. These trains will be rescheduled during this project to provide the contractor with an eight-hour window between 10:00 AM and 6:00 PM without train traffic. It must be noted however that sometimes freight trains will run on weekends if required by customers. On Saturday, May 5th, a motorcar group is scheduled to run over the entire railroad. The excursion train operates over Bridge 15.2 on the following dates:

Friday: 5/11

Saturday: 5/5, 5/12, 5/19, 5/26, 6/2, 6/9, 6/16, 6/23, 6/30

Sunday: 5/13, 5/27, 6/17

Monday: 5/28

The contractor must not interfere with the excursion train operation.

Track will be made safe for train operations at the end of each work day, unless otherwise approved by the SBVR.

Safety: The contractor will comply with all safety rules and regulations as required by the Federal Railroad Administration, SBVR and other parties as applicable. An SBVR employee will obtain the necessary work authorities and provide radio communication with the SBVR office.

Inspection: Work will be subject to inspection by the SBVR.

Material Storage: Materials and equipment can be stored at Grace Cabin (MP 8.7) and Vanderlip (MP 16.9). Each location has a double-ended side track for on-track equipment and easy vehicular access.

Clean-Up: Contractor will be responsible for clean up of the work site. All debris and refuse will be removed from SBVR property and disposed of properly. This includes old bridge ties and timbers removed during this project. Old spikes will be placed in piles along the right-of-way and will remain the property of the SBVR.

Payroll: The contractor will use Heavy and Highway Construction Rates as established for Hampshire County. These rates are pursuant to WV Code 21-5A, et, seq. and are available at www.wvsos.com/adlaw/wagerates/heavyhighway06.htm. The contractor will be responsible for submitting certified payrolls to the SRA.

Materials

The contractor will be responsible for providing all materials and transporting them to the work site.

Bridge ties will be Grade 1 Southern Yellow Pine, dense structural 65, creosote pressure-treated to 10# or refusal. Timber outer guard rails shall be 4"x 8" Southern Yellow Pine creosote pressure-treated to 12# or refusal.

The contractor will prepare the dapping plans for ties installed on steel spans of each bridge. These ties will be dapped to at least $\frac{1}{2}$ " and no more than $\frac{1}{2}$ " wider than flange width. Timber outer guard rails will be sized to fit all the various spans of each bridge.

The 914 ties for both bridges are divided as follows:

234 - 8"x 8"x 10'-0"

658 - 8"x 8"x 10'-0" (dapped)

22 - 8"x 9"x 10'-0" (dapped)

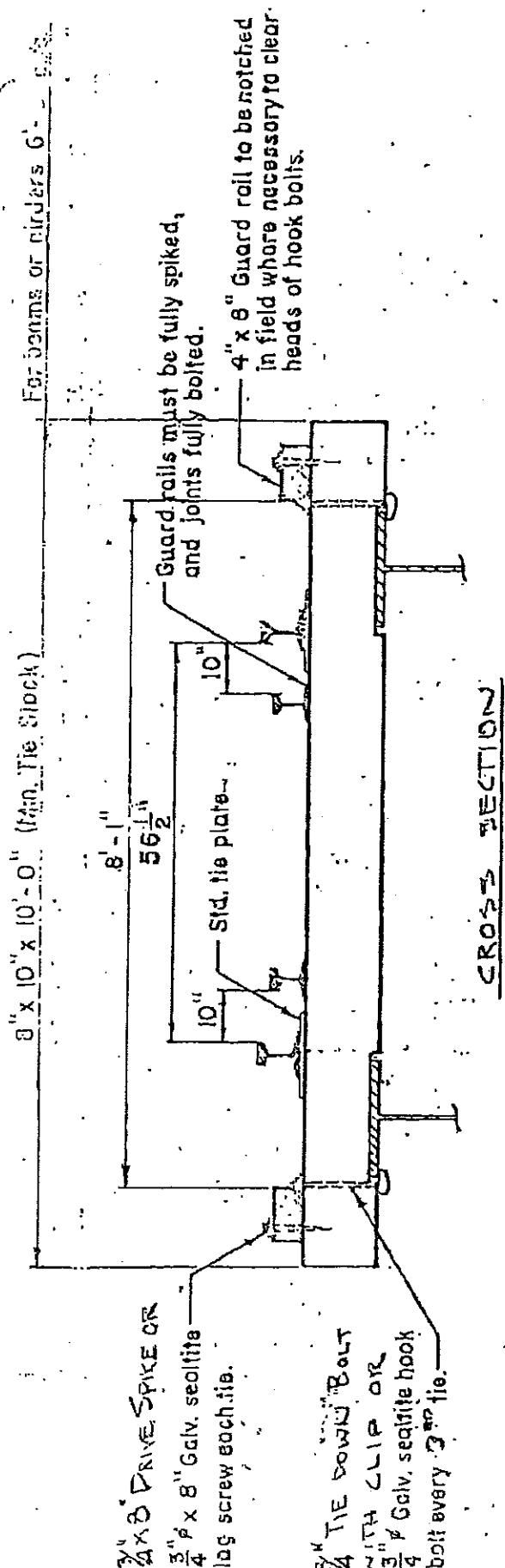
Completion Date

All work must be completed within 180 days of the date that the purchase order is approved. The cost to the SBVR for the administration of the contract as well as for train delays that will be incurred after that date make it necessary for the WV State Rail Authority to assess liquidated damages against the contractor for each calendar day any work remains uncompleted after that date. The charge will be \$500.00 per day.

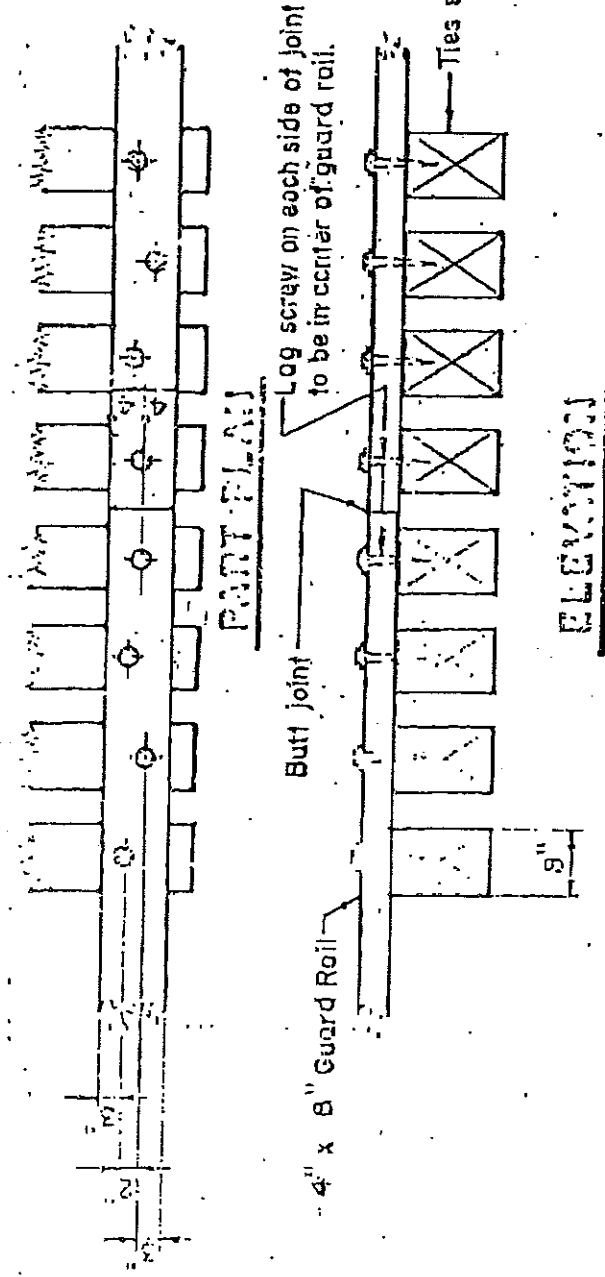
Bidding Requirements

The contractor **MUST** have previous experience in the replacement of railroad bridge decks as described in this project.

The bid must be a total amount that includes all costs associated with this project. The work will be awarded to the lowest qualified bidder.



- 3/4" x 8" DRIVE SPIKE OR
- 3/4" x 8" Galv. sealrite
- log screw each tie.
- 3/4" TIE DOWN BOLT WITH CLIP OR
- 3/4" Galv. sealrite hook bolt every 3rd tie.



TYPICAL DETAILS
BRIDGE TIE INSTALLATION
STEEL BRIDGES

GUARD RAIL DETAILS

SIGN IN SHEET

Request for Quotation Number: RMA 70025

Date: 02/27/2007

PLEASE PRINT LEGIBLY. THIS INFORMATION IS ESSENTIAL TO CONTACT THE ATTENDEES IN A TIMELY MANNER. FAILURE TO DO SO MAY RESULT IN DELAYS IN YOUR COMPANY GETTING IMPORTANT BID INFORMATION.

Firm Name:	AMERICAN RAILROAD CONSTRUCTION OF MD
Firm Address:	9436 FARLEY DRIVE HAGERS TOWN, MD 21740
Representative Attending:	BOB MATTHEWS
Phone Number:	301-797-3730
Fax Number:	301-797-3740
Email Address:	BMATTHEWS@AMTRACMD.COM

Firm Name:	RJ CORMAN CONST
Firm Address:	PO Box 788 MICHIGANSVILLE KY 40390
Representative Attending:	DICKIE DILLON
Phone Number:	859-532-7873
Fax Number:	559-881-2653
Email Address:	ddillon@RJCORMAN.COM

Firm Name:	Fritz-Rumer-Coke Co. Inc.
Firm Address:	635 Rhoaders Ave. COLUMBUS, OH 43207
Representative Attending:	Sheldon Hess
Phone Number:	614-203-6572
Fax Number:	614-888-7224
Email Address:	shess@fixrail.com

Firm Name:	CR Construction
Firm Address:	4068 MT. ROYAL DR GORMAN BROOK SUEITE 114 MILLERSON PARK RD. 15701 PA
Representative Attending:	Tom Kell
Phone Number:	412 492-0344
Fax Number:	412 492-0567
Email Address:	TKCELL@CRCON.COM

Firm Name:	RAILWORKS
Firm Address:	1550 N. DALLAS AVE AUSTIN, TX 78741
Representative Attending:	DAN OYLE
Phone Number:	330-534-2261
Fax Number:	330-534-2223
Email Address:	DOYLE@RAILWORKS.COM

Firm Name:	American Railroad
Firm Address:	2870 Normandy Dr. Atlanta, GA 30305
Representative Attending:	Richard Hall
Phone Number:	404-915-3124
Fax Number:	770-393-0110
Email Address:	americanrail@bellsouth.net

SIGN IN SHEET

Request for Quotation Number: BMA 70025

Date: 02/27/2007

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Firm Name:	Atlas Railroad Construction
Firm Address:	1253 STEVE RTE 519 EIGHTY FOUR PA 15330
Representative Attending:	SCOTT SEPESKY
Phone Number:	724-228-4520
Fax Number:	724-228-3183
Email Address:	ssepesky@atlasrailroad.com

Firm Name:	Crane Masters
Firm Address:	4514 Hollins Ferry Rd Baltimore, MD, 21233
Representative Attending:	Vernon Feay
Phone Number:	410-242-9084
Fax Number:	9076
Email Address:	Vernon.feay@cranemasters.com

Firm Name:	Balfour Beatty Rail
Firm Address:	100 Gallows Run Drive Eighty Four PA 15330
Representative Attending:	David R. Snyder
Phone Number:	724-239-2480
Fax Number:	724-239-2488
Email Address:	dsnyder@bbri.com

Firm Name:	G.W. Peoples Construction Co.
Firm Address:	1024 Ate 519, Suite 200 Eighty Four, PA 15330
Representative Attending:	Gary Kimbch
Phone Number:	724-223-7807
Fax Number:	724-223-6961
Email Address:	fschiff@gwpeoples.com

Firm Name:	CRUISE R.R. SERVICES
Firm Address:	PO Box 8276 4546 Torrey Pines Dr. Madison, WI 53708
Representative Attending:	Jason Twest
Phone Number:	800 721-3522
Fax Number:	608 221-0618
Email Address:	jtwest@cruiuser.com

Firm Name:	W M BRODE CO.
Firm Address:	100 ELIZABETH ST NEW CUMBERSTOWN OH 43832
Representative Attending:	BERNIE AMES
Phone Number:	740 498 5121
Fax Number:	
Email Address:	

SIGN IN SHEET

Request for Quotation Number:

QMA70025

Date:

02/27/2007

PLEASE PRINT LEGIBLY. THIS INFORMATION IS ESSENTIAL TO CONTACT THE ATTENDEES IN A TIMELY MANNER. FAILURE TO DO SO MAY RESULT IN DELAYS IN YOUR COMPANY GETTING IMPORTANT BID INFORMATION.

Firm Name:	<u>J Acme Construction</u>
Firm Address:	<u>2695 Boudier</u> <u>Cheltenham, PA 19319</u>
Representative Attending:	<u>Bob Warrick</u>
Phone Number:	<u>1-480-232-7474</u>
Fax Number:	<u>1-480-232-7477</u>
Email Address:	<u>B.W.Warrick@Acme.Con</u>

Firm Name:	
Firm Address:	
Representative Attending:	
Phone Number:	
Fax Number:	
Email Address:	

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PURCHASING CONTINUATION SHEET

Buyer: MA-43	Page 9	Req. or P.O. No.: RMA70025
Spending Unit:		

Vendor:

Requisition No.: RMA70025

ADDENDUM ACKNOWLEDGEMENT

I hereby acknowledge receipt of the following checked addendum(s) and have made the necessary revisions to my proposal, plans and/or specifications, etc.

Addendum No.'s:

- No. 1 *Paul D. Matthews* 2/12/07
- No. 2 *Paul D. Matthews* 3/12/07
- No. 3 *Paul D. Matthews* 3/19/07
- No. 4 _____
- No. 5 _____

I understand that failure to confirm the receipt of the addendum(s) may be cause for rejection of bids.

Paul D. Matthews
Signature

AMTRAC RAILROAD CONTRACTORS OF MARYLAND, INC.
Company

4/4/07
Date

AGENCY _____
RFQ/RFP No. RMA 70025

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Amtrac Railroad Contractors
of Maryland, Inc _____, of Hagerstown, Maryland, as
Principal, and Ohio Farmers Insurance Company Westfield Center Ohio,
a corporation organized and existing under the laws of the State of _____, with its principal
office in the City of Ohio, as Surety, are held and firmly bound unto the State of
West Virginia, as Obligee, in the penal sum of FIVE PERCENT OF THE TOTAL AMOUNT BID
(\$ 5%) for the payment of which, well and truly to be made, we jointly and severally bind
ourselves, our heirs, administrators, executors, successors, and assigns.
The Condition of the above obligation is such that whereas the Principal has submitted to ~~the~~
West Virginia ~~University Procurement Services~~ a certain bid or proposal, attached hereto and made a part
hereof, to enter into a Contract in writing for Replace Bridge Timbers

NOW, THEREFORE,

If said bid is rejected, or

If said bid shall be accepted and the Principal shall enter into a Contract in accordance with the bid
or proposal attached hereto and shall furnish any other bonds and insurance required by the bid or proposal,
and shall in all other respects perform the Agreement created by the acceptance of said bid, then this
obligation shall be null and void; otherwise, this obligation shall remain in full force and effect. It is
expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no
event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its
bond shall be in no way impaired or affected by any extension of the time within which the Obligee may
accept such bid, and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, Principal and Surety have hereunto set their hands and seals, and such
of them as are corporations have caused their corporate seals to be affixed hereto and those presents to be
signed by their proper officers, this 21st day of February, 20 07.

Principal Corporate Seal

Amtrac Railroad Contractors of Maryland, Inc

(Name of Principal)
By Carey A. Chaney
(Must be President or Vice President)
Carey A. Chaney Vice President

Title

Surety corporate Seal

Ohio Farmers Insurance Company
(Name of Surety)
By Robert P. Stimpson
Attorney-in-Fact Robert P. Stimpson

General
Power
of Attorney

POWER NO. 1303532 04

**Westfield Insurance Co.
Westfield National Insurance Co.
Ohio Farmers Insurance Co.**

Westfield Center, Ohio

CERTIFIED COPY

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint
ROBERT P. STIMPSON, S. ANNETTE MULLET, JOINTLY OR SEVERALLY

of **INDIANAPOLIS** and State of **IN** its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship-

LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be it Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact, may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"Be it Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their Senior Executive and their corporate seals to be hereto affixed this 08th day of APRIL A.D., 2003 .

Corporate
Seals
Affixed



WESTFIELD INSURANCE COMPANY
WESTFIELD NATIONAL INSURANCE COMPANY
OHIO FARMERS INSURANCE COMPANY

Richard L. Kinnaird, Jr.

By: **Richard L. Kinnaird, Jr., Senior Executive**

State of Ohio
County of Medina ss.:

On this 08th day of APRIL A.D., 2003 , before me personally came **Richard L. Kinnaird, Jr.** to me known, who, being by me duly sworn, did depose and say, that he resides in **Medina, Ohio**; that he is **Senior Executive** of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument: that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial
Seal
Affixed



William J. Kahelin

William J. Kahelin, Attorney at Law, Notary Public
My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

State of Ohio
County of Medina ss.:

I, **M. Brooks Rorapaugh**, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 21st day of February A.D., 2007



M. Brooks Rorapaugh

M. Brooks Rorapaugh, Secretary