



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
RMA12006

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
FRANK WHITTAKER 304-558-2316

VENDOR

*A30104133 856-423-9385
 RAILROAD CONSTRUCTORS INC
 705 MANTUA AVE

 PAULSBORO NJ 08066

SHIP TO

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
08/17/2011				

BID OPENING DATE: **09/20/2011** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	EA		550-70		\$719,342.00
<p>CROSSITE REPLACEMENT, SURFACTING, REGULATING</p> <p>THE WEST VIRGINIA PURCHASING DIVISION, FOR THE AGENCY, THE WEST VIRGINIA STATE RAIL AUTHORITY, IS SOLICITING BIDS FROM RESPONSIBLE VENDORS FOR CROSS TIE REPLACEMENT, SURFACTING, REGULATING, WELDING OF RAIL JOINTS, COLVERT INSTALLATION, INSTALLATION OF A SIDING AND REPLACING RAIL ON THE WEST VIRGINIA CENTRAL RAILROAD (WVCR) PER THE ATTACHED SPECIFICATIONS.</p> <p>ALL TECHNICAL QUESTIONS MUST BE SUBMITTED IN WRITING TO FRANK WHITTAKER IN THE WV PURCHASING DIVISION VIA EMAIL AT FRANK.M.WHITTAKER@WV.GOV OF VIA FAX AT 304-558-4115 DEADLINE FOR TECHNICAL QUESTIONS IS 08/30/2011 AT 4:00 PM. ALL TECHNICAL QUESTIONS WILL BE ADDRESSED BY ADDENDUM AFTER THE DEADLINE.</p> <p>EXHIBIT 5</p> <p>WEST VIRGINIA CODE 21-1D-5 PROVIDES THAT: ANY SOLICITATION FOR A PUBLIC IMPROVEMENT CONSTRUCTION CONTRACT REQUIRES EACH VENDOR THAT SUBMITS A BID FOR THE WORK TO SUBMIT AT THE SAME TIME AN AFFIDAVIT OF COMPLIANCE WITH THE BID. THE ENCLOSED DRUG-FREE WORKPLACE AFFIDAVIT MUST BE SIGNED AND SUBMITTED WITH THE BID AS EVIDENCE OF THE VENDOR'S COMPLIANCE WITH THE PROVISIONS OF ARTICLE 1D, CHAPTER 21 OF THE WEST VIRGINIA CODE. FAILURE TO SUBMIT THE SIGNED DRUG-FREE WORKPLACE AFFIDAVIT WITH THE BID SHALL RESULT IN DISQUALIFICATION OF SUCH BID.</p>						



SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
	856-423-9385	9/19/11
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
President	22-2402473	

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

GENERAL TERMS & CONDITIONS
REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)

1. Awards will be made in the best interest of the State of West Virginia.
 2. The State may accept or reject in part, or in whole, any bid.
 3. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
 4. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods this Purchase Order/Contract becomes void and of no effect after June 30.
 5. Payment may only be made after the delivery and acceptance of goods or services.
 6. Interest may be paid for late payment in accordance with the *West Virginia Code*.
 7. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
 8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
 9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
 10. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern the purchasing process.
 11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
 12. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
 13. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at www.state.wv.us/admin/purchase/vrc/hipaa.htm and is hereby made part of the agreement. Provided that the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
 14. **CONFIDENTIALITY:** The vendor agrees that he or she 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/noticeConfidentiality.pdf>.
 15. **LICENSING:** Vendors 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, and the West Virginia Insurance Commission. The vendor must provide all necessary releases to obtain information to enable the director or spending unit to verify that the vendor is licensed and in good standing with the above entities.
 16. **ANTITRUST:** In submitting a bid to any agency for the State of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will 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 the bidder.
- I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, or person or entity submitting a bid for the same material, supplies, equipment or services and is in all respects fair and without collusion or Fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
2. Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
4. All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130
5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W.Va. C.S.R. §148-1-6.6).



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DATE PRINTED 08/17/2011	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
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BID OPENING DATE: **09/20/2011** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>NOTICE TO PROCEED: THIS CONTRACT IS TO BE PERFORMED WITHIN XXXX CALENDAR DAYS AFTER THE NOTICE TO PROCEED IS RECEIVED. UNLESS OTHERWISE SPECIFIED, THE FULLY EXECUTED PURCHASE ORDER WILL BE CONSIDERED NOTICE TO PROCEED.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE MATERIALS OR WORKMANSHIP SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM WITH THE SPECIFICATIONS OF THE BID AND CONTRACT HERE IN.</p> <p>WAGE RATES: THE CONTRACTOR OR SUBCONTRACTOR SHALL PAY THE HIGHER OF THE U.S. DEPARTMENT OF LABOR MINIMUM WAGE RATES AS ESTABLISHED FOR EACH COUNTY PURSUANT TO WEST VIRGINIA CODE 21-5A, ET, SEQ. (PREVAILING WAGE RATES APPLY TO THIS PROJECT)</p> <p>ARBITRATION: ANY REFERENCES MADE TO ARBITRATION OR INTEREST FOR PAYMENTS DUE (EXCEPT FOR ANY INTEREST REQUIRED BY STATE LAW) CONTAINED IN THIS CONTRACT OR IN ANY AMERICAN INSTITUTE OF ARCHITECTS DOCUMENTS PERTAINING TO THIS CONTRACT ARE HEREBY DELETED.</p> <p>WORKERS' COMPENSATION: VENDOR IS REQUIRED TO PROVIDE A CERTIFICATE FROM WORKERS' COMPENSATION IF SUCCESSFUL.</p> <p>ALL OF THE ITEMS CHECKED BELOW WILL BE A REQUIREMENT OF THIS CONTRACT:</p> <p>(XX) INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF COMMERCIAL GENERAL LIABILITY INSURANCE PRIOR TO ISSUANCE OF CONTRACT. UNLESS OTHERWISE SPECIFIED IN THE BID DOCUMENTS, THE MINIMUM AMOUNT OF INSURANCE COVERAGE REQUIRED IS \$250,000.</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE 	TELEPHONE 856-423-9385	DATE 9/19/11
TITLE President	FEIN 22-2402473	ADDRESS CHANGES TO BE NOTED ABOVE

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<p>I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.</p> <p>ADDENDUM NOS.:</p> <p>NO. 1</p> <p>NO. 2</p> <p>NO. 3</p> <p>NO. 4</p> <p>NO. 5</p> <p>I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF THE BIDS.</p> <p>VENDOR MUST CLEARLY UNDERSTAND 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.</p> <p>.....SIGNATURE</p> <p>.....Railroad Constructors, Inc.....COMPANY</p> <p>.....9/19/11.....DATE</p> <p>REV. 11/96</p>						

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LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
CONTRACTORS LICENSE						
WEST VIRGINIA STATE CODE 21-11-2 REQUIRES THAT ALL PERSONS DESIRING TO PERFORM CONTRACTING WORK IN THIS STATE MUST BE LICENSED. THE WEST VIRGINIA CONTRACTORS LICENSING BOARD IS EMPOWERED TO ISSUE THE CONTRACTORS LICENSE. APPLICATIONS FOR A CONTRACTORS LICENSE MAY BE MADE BY CONTACTING THE WEST VIRGINIA DIVISION OF LABOR CAPITOL COMPLEX, BUILDING 3, ROOM 319, CHARLESTON, WV 25305. TELEPHONE: (304) 558-7890.						
WEST VIRGINIA STATE CODE 21-11-11 REQUIRES ANY PROSPECTIVE BIDDER TO INCLUDE THE CONTRACTORS LICENSE NUMBER ON THEIR BID.						
BIDDER TO COMPLETE:						
CONTRACTORS NAME: <i>Railroad Constructors, Inc.</i>						
CONTRACTORS LICENSE NO.: <i>...WV044970.....</i>						
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FURNISH A COPY OF THEIR CONTRACTORS LICENSE PRIOR TO ISSUANCE OF A PURCHASE ORDER/CONTRACT						
APPLICABLE LAW						
THE WEST VIRGINIA STATE CODE, PURCHASING DIVISION RULES AND REGULATIONS, AND THE INFORMATION PROVIDED IN THE "REQUEST FOR QUOTATION" ISSUED BY THE PURCHASING DIVISION IS THE SOLE AUTHORITY GOVERNING THIS PROCUREMENT.						
ANY INFORMATION PROVIDED IN SPECIFICATION MANUALS, OR ANY OTHER SOURCE, VERBAL OR WRITTEN, WHICH CONTRADICTS OR ALTERS THE INFORMATION PROVIDED FROM THE SOURCES AS						

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SIGNATURE	TELEPHONE <i>856-423-9385</i>	DATE <i>9/19/11</i>
TITLE <i>President</i>	FEIN <i>22-2402473</i>	ADDRESS CHANGES TO BE NOTED ABOVE

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DESCRIBED IN THE ABOVE PARAGRAPH IS VOID AND OF NO EFFECT.						
BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THE STATE MAY DEEM THE CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT WITHOUT FURTHER ORDER.						
REV. 5/2009						
NOTICE						
A SIGNED BID MUST BE SUBMITTED TO:						
DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130						
THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:						
SEALED BID						
BUYER:				44		
REQ. NO.:				RMA12006		
BID OPENING DATE:				09/20/2011		
BID OPENING TIME:				1:30 PM		
PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY						

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	856-423-9385	9/19/11
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
President	22-2402473	

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<p>TO CONTACT YOU REGARDING YOUR BID:</p> <p>----- Christopher Dalaisio Fax 856-423-9389</p> <p>PLEASE PRINT OR TYPE NAME OF PERSON TO CONTACT CONCERNING THIS QUOTE:</p> <p>----- Christopher Dalaisio phone 856-423-9385</p>						
***** THIS IS THE END OF RFQ RMA12006 ***** TOTAL:						\$ <u>719,342.00</u>

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SIGNATURE	TELEPHONE	DATE
<i>[Signature]</i>	856-423-9385	9/19/11
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WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

The West Virginia Purchasing Division for the agency, The West Virginia State Rail Authority is soliciting bids for crosstie replacement, surfacing, regulating, welding of rail joints, culvert installation, installation of a siding and replacing rail. All work is located on the West Virginia Central Railroad (WVCR).

DESCRIPTION OF WORK

5,500 TIES: MP 0 to MP 22 – 4,000 and MP 28.0 to 38.5 1,500 ties (*75% of the 5,500 ties are in curves*)

328 Switch ties: See attachment A for sizes and location

1. Tie Replacement
 - a. Ties will be handled carefully to avoid damage in accordance with AREMA specifications.
 - b. The contractor will replace only those ties marked for replacement by WVCR.
 - c. The contractor will remove and properly dispose of old ties. Ties must be stacked clear of tracks and must not be stacked on property other than WVCR right-of-way.
 - d. New and old ties can be stored at Belington, Elkins, Bowden and Cheat Bridge until removed.
2. Spiking of Ties
 - a. New ties will be spiked to a gage of 56 ½ inches, plus or minus ¼ inch. Additional ties will be plugged and respiked to correct gage to ensure there is no abrupt change in gage where ties are replaced.
 - b. 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. Ties on curves will get six spikes per tie. The correct spiking pattern will be used on all new ties and any adjacent ties that are respiked to correct gage.
3. Rail Anchors
 - a. All rail anchors will be reapplied in their existing location and properly fitted against ties.
4. Tamping
 - a. Tie gang will tamp all newly inserted ties as they are placed in the track and ballast will be replaced at ends of ties. Ballast regulator will be used to regulate ballast and reshape shoulders. Track needs to be restored to proper surface with a minimum of two insertions for each tie.

SURFACING & BALLAST REGULATION:

22 miles of track will be surfaced between MP 0 – MP 22. In addition to the 22 miles of continuous tamping there will be 2 miles of spot tamping between MP 22 and 38.5. This will be mostly in curves. The West Virginia Central Railroad will be responsible for proper ballast at these locations. The contractor will have to regulate and surface this area. There are 13 turnouts in the 22 mile section and no turnouts through the spot tamping section. Surfacing will be completed as follows:

- Final Surfacing, Alinement and Ballast Regulating
 - a. Contractor will use a Jackson 6700, Mark IV or equivalent tamper to give the track within the designated area a “skin lift” and establish best fit for curves including appropriate spirals. Surfacing will taper into bridges and grade crossings.
 - b. Track needs to be restored to proper surface with a minimum of two insertions for each tie.
 - c. WVCR will provide information on superelevation of curves.
 - d. When surfacing a turnout, tamping will continue for a distance of at least 100 feet onto the side track to ensure uniform surface through the turnout.
 - e. A ballast regulator will follow the tamper to regulate ballast and reshape shoulders. Contractor will place any additional ballast where it may be needed after surfacing. All curves with welded rail will have a ballast shoulder of at least 12 inches on the outside of the curve.
 - f. The contractor is responsible for repair of any damage done to grade crossing signal systems. Repairs must be done that same day.

WELD RAIL JOINTS:

There are 67 rail joints between MP 0 - 28. All joints marked for welding will only be on 4 bolt joints. These joints are to be thermite welded per manufacturer’s instructions. Contractor should follow AREMA section 2.5 for thermite welding of rail joints. See attachment B for rail size and location. The quality of all welds shall be checked by the contractor using magnetic particle or ultrasound inspection in accordance with AREMA Specifications for Fabrication of Continuous Welded Rail. Test results are to be provided to the WV State Rail Authority.

RAIL DEFECT – MP 4.3 AND MP 6.7

There are two rail defects at MP 4.3 and MP 6.7. MP 4.3 is a bad weld. The contractor will need to cut out the bad section and weld a piece back into place. At MP 6.7 a full stick of rail will need replaced and welded. The defect at MP 6.7 is in tangent track. Contractor will be responsible to cut out the defect and plug with needed length for welding. 131# rail remaining from MP 8.8 project will be used to replace the defective

section. Replaced rail will be thermite welded. (4 additional 131# weld kits for this project)

MP 8.8 – 8.9 – REPLACE PANEL TRACK

There are 15 panels of 131# rail that is 585' in length at this location. Contractor is to replace the riverside rail with the existing 470' of ribbon rail that is on site at this location. The 470' is actually two pieces equaling 470'. Contractor will use three sticks of the 131# rail that was removed to cut and thermite weld onto the 470' of ribbon rail to have a total of 585' of welded rail on the riverside of the track. (6- additional 131# weld kits for this project)

DITCHING at MP 25.7

Contractor will ditch from road crossing tapering down 300 feet from crossing to provide a drainage ditch.

CONDUCT OF WORK

Train Traffic: Freight trains run from MP 0 to 29 during late winter and spring, freight trains typically operate five days a week. During this time the contractor will be give a 10 hour window to work everyday. Excursion trains run weekends thru Memorial Day, and Thursday, Friday, Saturday and Sunday during June. Additional excursions may be scheduled during weekdays or weekends on an as needed basis. Updated schedules will be provided to the contractor by DGVR. The track must be made safe for train traffic on those days. Contractor will need to coordinate work with the Durbin & Greenbrier Valley Railroad, the operator of the WVCR. Contact for track access is Mark Smith, 304-642-3050 or wcvtrack@yahoo.com.

Contractor will be responsible to provide a radio or radios capable of communicating with the DGVR. The radio must be a minimum of 40 watts. The contractor can get a radio from Hammicks Radios, 304-636-6210 and have it programmed with the same frequency as the DGVR. Each work crew must be equipped with a radio stationed to road channel 160.455. Cell service is limited so a radio is required for all crews.

All work will be subject to inspection by the SRA and WVCR.

The contractor will comply with all safety rules and regulations as required by the Federal Railroad Administration, WVCR and other parties as applicable.

The successful bidder will be required to have ALL employees that will be working on this project attend a ½ day class on track safety and track access. This class will be given

one time for all employees that will be working on this project. This class will be given prior to the start of the contract. Any employee not in attendance will not be permitted to work on this project. Also a mandatory preconstruction meeting will be held with all employees working on the project, the WVCR operator and their employees and a representative from the SRA. This meeting will assure that everyone understands the entire scope of work as outlined in the awarded purchase order. Also, it will be mandatory that a weekly status report be submitted to the SRA. This report will be signed by the contractor and railroad representative and will list the work completed for the week. A final inspection of all completed work will be conducted by the contractor, the DGVR and an SRA representative to assure all work is completed as stated in the specifications. Final payment will be withheld until this inspection is complete.

Contractor will use Heavy and Highway Construction Rates as established for Barbour, Randolph and Pocahontas Counties. These rates are pursuant to WV Code 21-5A, et. Seq. and are available at www.wvsos.com/adlaw/wagerates. Contractor will be responsible for submitting certified payrolls to the SRA.

There are sidings at Belington, Elkins, Bowden, Bemis and Cheat Bridge that can be used to tie-up equipment. These locations can also be used to stack old ties until removal.

Contractor will be responsible for clean-up of the work site. All debris and refuse will be removed from WVCR property and disposed of properly. This includes old crossties, switch ties and spikes removed during this project. All materials are to be disposed of offsite.

MATERIALS

Contractor will be responsible for all materials meeting the specs below:

WELD KITS

- 15 – 132# thermite weld kits
- 25– 131 # thermite weld kits – includes the 4.3, 6.7 and 8.8 projects
- 5 – 115 # thermite weld kits
- 26 - 112# thermite weld kits
- 4 - Comp 112-131 thermite weld kits
- 2 – Comp 115-132 thermite weld kits

Contractor is to follow the detailed manufacturer's instructions for the specific thermite process being used without deviation.

TIES

5,500 - Ties will be new 7" x 9" x 8'6" industrial grade ties. Specifications in AREMA Chapter 3 will govern. Ties will be mixed hardwoods and oak, 100% end plated and creosote treated to 7# retention or refusal. Contractor will provide treated tie plugs. Contractor will be responsible for all ties. Tie plates will be provided by the State Rail Authority where existing ties plates are defective or missing.

SWITCH TIES:

Switch Ties must meet AREMA specifications. 100% end plated and creosote pressure treated to 7# retention or refusal. Number and sizes below.

66- 7" x 9" x 9'	32 - 7" x 9" x 14'
56 - 7" x 9" x 10'	33 - 7" x 9" x 15'
38 - 7" x 9" x 11'	24 - 7" x 9" x 16'
44 - 7" x 9" x 12'	1 - 7" x 9" x 17'
34 - 7" x 9" x 13'	

TIE PLATES

SRA Will provide tie plates where existing tie plates are defective or missing.

SPIKES

Spikes will be new and conform to AREMA specifications.

BIDDING REQUIREMENTS

The contractor MUST have previous experience in crosstie replacement, joint welding with thermite welds and track surfacing and regulating. References may be required to prove past experience.

There will not be a pre-bid for this project. Contractors can submit technical questions in writing to Frank Whittaker in the Purchasing Division via email at Frank.m.whittaker@wv.gov or via fax at 304-558-2316. All technical questions will be addressed by addendum.

For bidding purposes, contractor is to give a unit cost for each item listed on cost sheet. Low bid will be determined by the lowest total amount for all unit costs multiplied by the quantities as listed on attached cost sheet:

RMA Cost Sheet

Line Item	Description	Unit Cost	Unit of Measure	Quantity	Extended Cost
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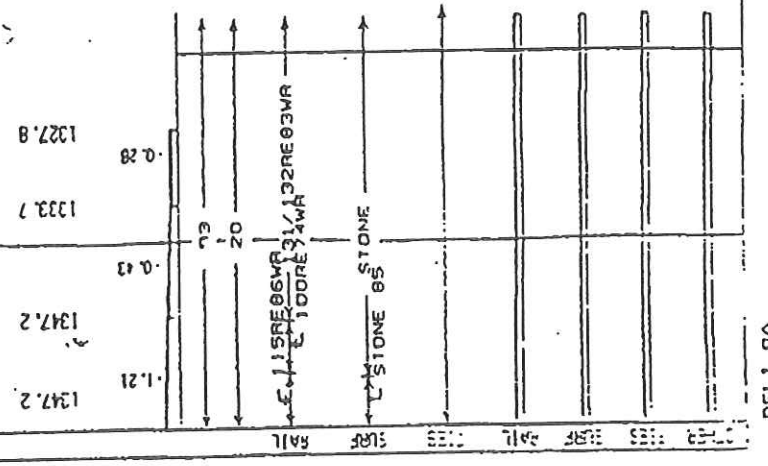
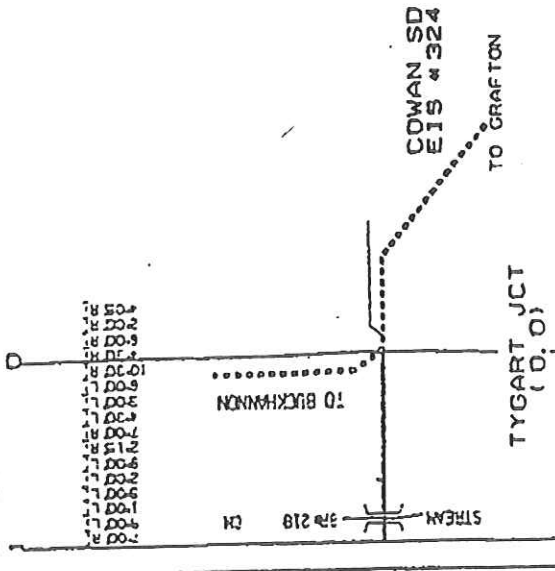
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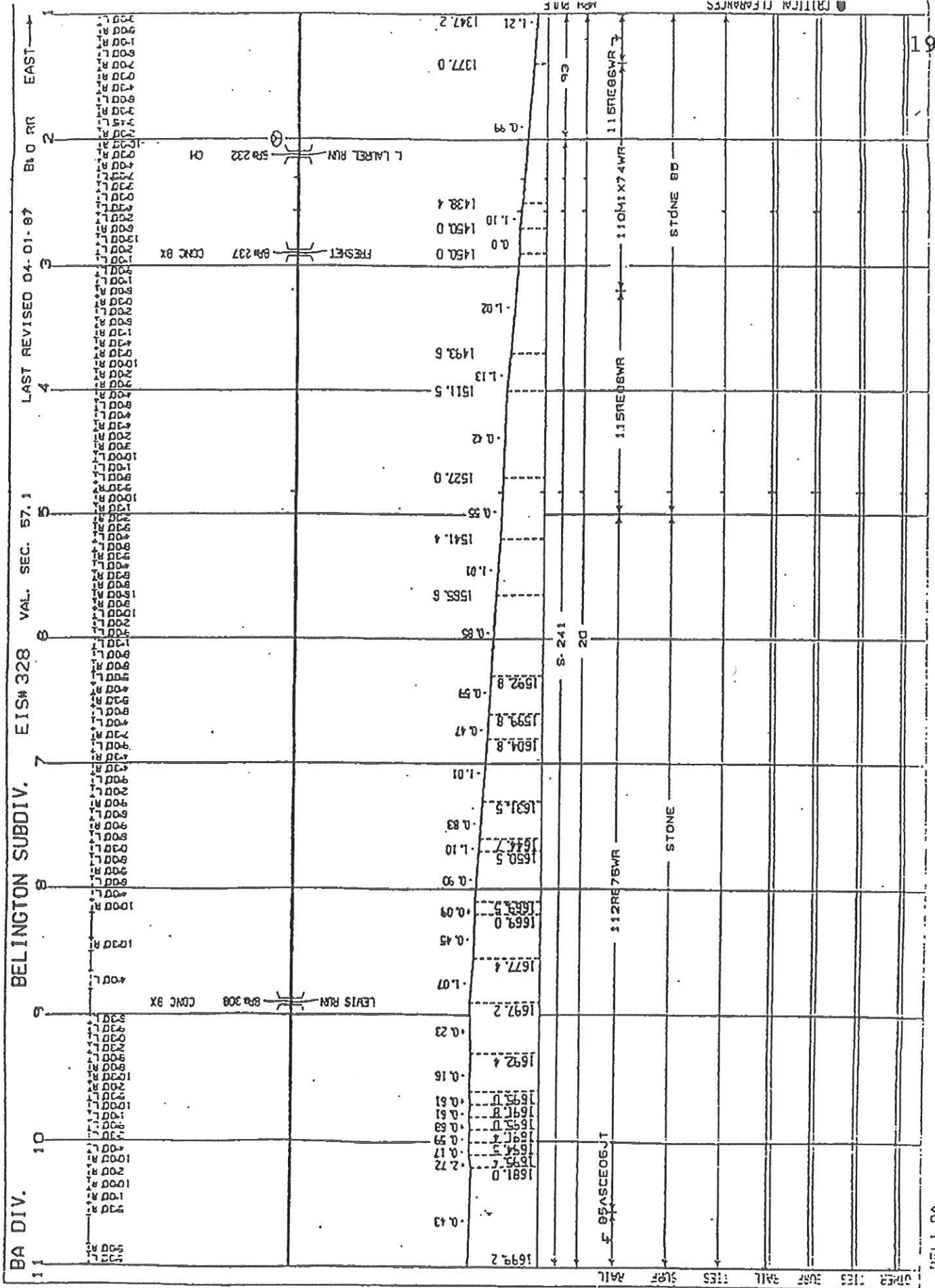
Notes:

- 1.) The above quantities are the agency's best estimate for the amount of work to be completed. Any variation in the actual quantities will be determine based on the unit price shown above for the given work.
- 2.) Vendors should complete this form in its entirety in lieu of submitting other quote forms. Submitted form should be provided in a legible form. (Typewritten form preferred.)
- 3.) Vendors must submit unit prices for all line items. Failure to provide unit prices will result in the disqualification of the vendor's bid.

SWITCH NAME	M.P.	9'	10'	11'	12'	13'	14'	15'	16'	17'
COACH TR.	11.4	3		3		1	1	2	2	
ENGINE HOUSE	11.45		6	1	4		5	1	1	
SO. RUN AROUND	11.55		4	1	6	3		3		
FREIGHT RIVER	11.7	2						1		
	11.65	1	7		2		2			
NO. NORTON	21.6	3	1	1	4	3	1	3	3	
WILSON LUM.	28.1	9	6	5	3	1			3	
NO. INDUSTRIAL	28.3	9	3	6	3	4	7	4	5	1
NO WYE	28.4		2	5	3		2	4		
DAILY BR.	28.5	10	5	6	5	4	5	7	2	
SO. WYE	28.6	13	6	2	6	6	1	3	2	
NO. TUNNEL	32.8	6	4	4	4	2	2	4		
SO. TUNNEL	33		3		1	3	4			
NO. BOWDEN	38	4	4	1		2			1	
SO. BOWDEN	38.3	6	5	3	3	5	2	1	5	
		66	56	38	44	34	32	33	24	1

BA DIV. BELINGTON SUBDIV. EIS# 328 VAL. SEC. 57.1 LAST REVISED 04-01-87 B&O RR EAST



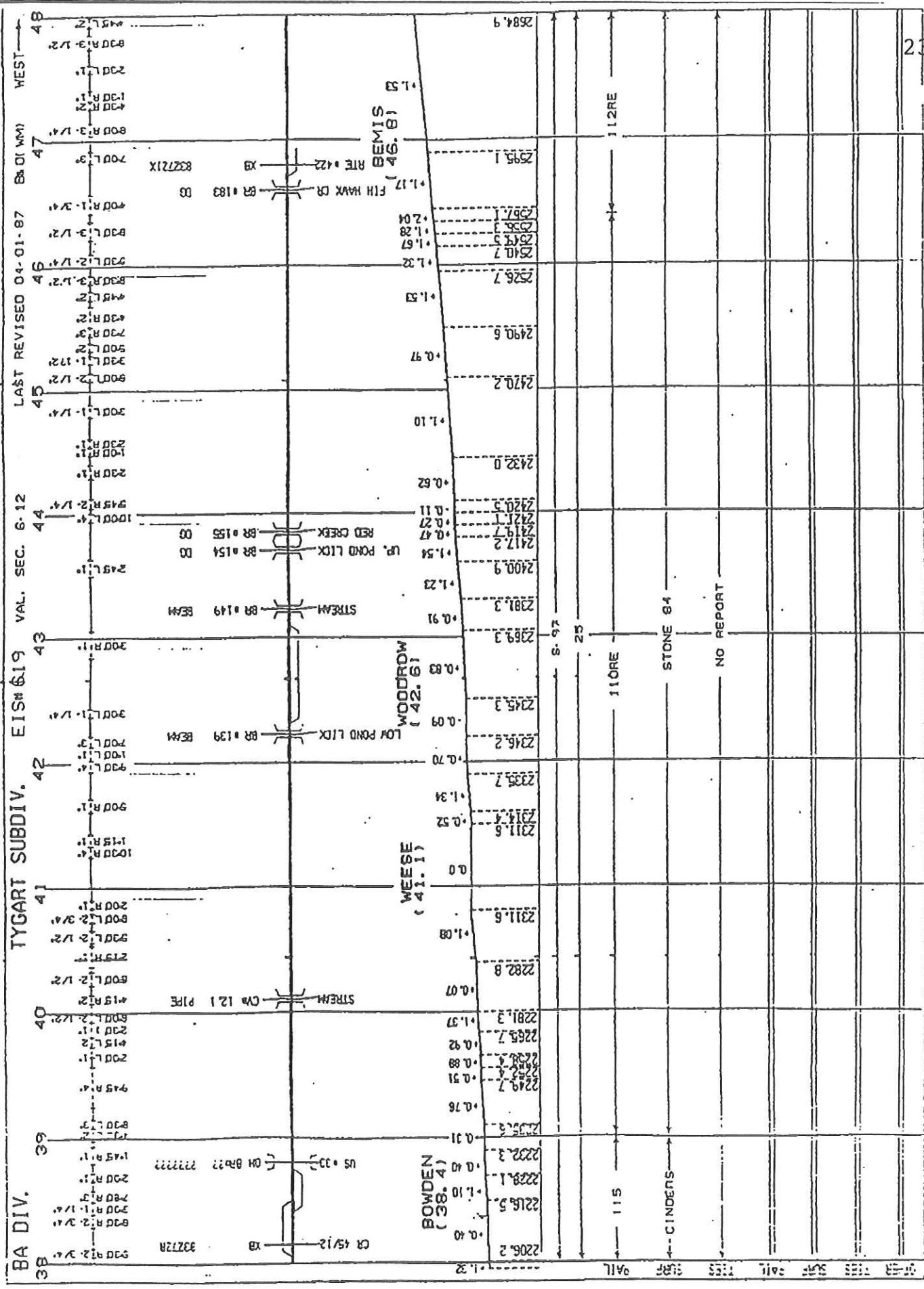


PAGE NO: 21

SHEET NO: 10

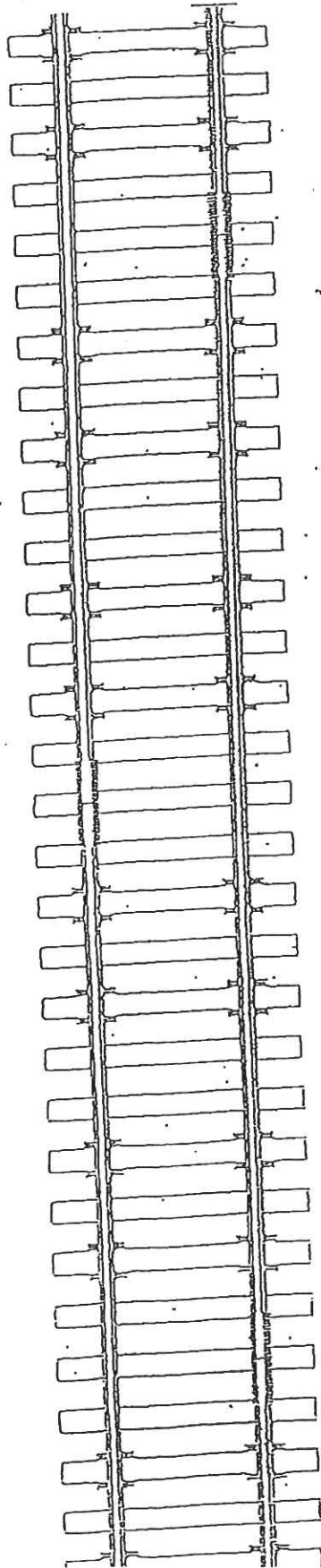
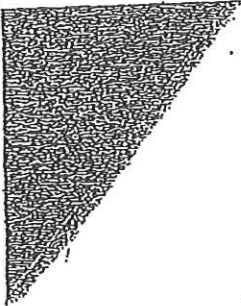
BA DIV. BELINGTON SUBDIV. EIS# 328 VAL. SEC. 57.1 LAST REVISED 04-01-87 BLD RR EAST

Station	Notes	Offset	Station	Notes	Offset
11		-0.43	1699.2		
		-2.72	1695.7		
		-0.17	1694.5		
		-0.59	1691.4		
		-0.68	1685.0		
		-0.61	1691.8		
		-0.61	1693.0		
		-0.16	1692.4		
		-0.23	1697.2		
		-1.07	1677.4		
		-0.45	1669.0		
		-0.09	1669.5		
		-0.90	1650.5		
		-1.10	1644.7		
		-0.83	1631.5		
		-1.01	1604.8		
		-0.47	1599.8		
		-0.59	1592.8		
		-0.85	1585.6		
		-1.01	1585.6		
		-0.35	1541.4		
		-1.52	1527.0		
		-0.42	1511.5		
		-1.13	1493.6		
		-1.02	1450.0		
		0.00	1450.0		
		-1.10	1438.4		
		-0.99	1377.0		
		-1.21	1347.2		



38 BA DIV. 39 WEESSE (41.1) 40 WOODROW (42.6) 41 BOWDEN (38.4) 42 WEESSE (41.1) 43 WOODROW (42.6) 44 WEESSE (41.1) 45 WOODROW (42.6) 46 WEESSE (41.1) 47 BEMIS (46.8) 48 WEESSE (41.1)

LAST REVISED 04-01-87 8:01 (MM) WEST 23



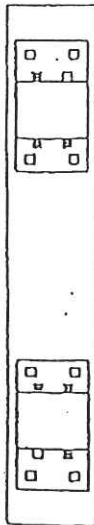
JOINTED RAIL - 16 ANCHORS PER 39 FOOT RAIL, BOX-ANCHOR 8 TIES.
RAIL ANCHOR PATTERNS



SPIKING PATTERN "A"



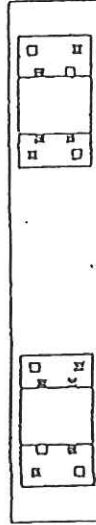
SPIKING PATTERN "B"



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 BY 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

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Railroad Constructors, Inc.
of Paulsboro, New Jersey, as Principal, and Liberty Mutual Insurance
Co. of Boston, Mass., a corporation organized and existing under the laws of the State of Mass.
with its principal office in the City of Boston, as Surety, are held and firmly bound unto the State
of West Virginia, as Obligee, in the penal sum of Five Percent of (\$ 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 Purchasing Section of the
Department of Administration a certain bid or proposal, attached hereto and made a part hereof, to enter into a contract in writing for
Crosstie Replacement, Surfacing, Regulating

NOW THEREFORE,

(a) If said bid shall be rejected, or
(b) 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 the 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 hereunto and these presents to be signed by their proper officers, this
20 day of September, 2011.

Principal Corporate Seal

Railroad Constructors, Inc.
(Name of Principal)

By [Signature]
(Must be President or Vice President)

Christopher Deloia, President
(Title)

Surety Corporate Seal

Liberty Mutual Insurance Company
(Name of Surety)

[Signature]
Attorney-in-Fact

Steven G Raffuel

IMPORTANT - Surety executing bonds must be licensed in West Virginia to transact surety insurance. Raised corporate seals must be affixed, a power of attorney must be attached.

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

LIBERTY MUTUAL INSURANCE COMPANY
BOSTON, MASSACHUSETTS
POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS: That Liberty Mutual Insurance Company (the "Company"), a Massachusetts stock insurance company, pursuant to and by authority of the By-law and Authorization hereinafter set forth, does hereby name, constitute and appoint STEVEN G. RAFFUEL, BRIAN S. O'NEILL, LUCY M. HALTER, ALL OF THE CITY OF TRENTON, STATE OF NEW JERSEY.....

, each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations in the penal sum not exceeding TWENTY FIVE MILLION AND 00/100***** DOLLARS (\$ 25,000,000.00*****) each, and the execution of such undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company in their own proper persons.

That this power is made and executed pursuant to and by authority of the following By-law and Authorization:

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

By the following instrument the chairman or the president has authorized the officer or other official named therein to appoint attorneys-in-fact:

Pursuant to Article XIII, Section 5 of the By-Laws, Garnet W. Elliott, Assistant Secretary of Liberty Mutual Insurance Company, is hereby authorized to appoint such attorneys-in-fact as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

That the By-law and the Authorization set forth above are true copies thereof and are now in full force and effect.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Company and the corporate seal of Liberty Mutual Insurance Company has been affixed thereto in Plymouth Meeting, Pennsylvania this 17th day of March, 2011.

LIBERTY MUTUAL INSURANCE COMPANY

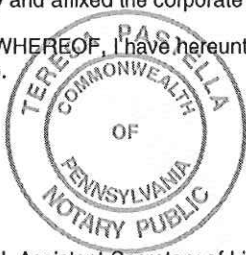


By Garnet W. Elliott, Assistant Secretary

COMMONWEALTH OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 17th day of March, 2011, before me, a Notary Public, personally came Garnet W. Elliott, to me known, and acknowledged that he is an Assistant Secretary of Liberty Mutual Insurance Company; that he knows the seal of said corporation; and that he executed the above Power of Attorney and affixed the corporate seal of Liberty Mutual Insurance Company thereto with the authority and at the direction of said corporation.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Plymouth Twp., Montgomery County
My Commission Expires March 28, 2013
Member, Pennsylvania Association of Notaries

By Teresa Pastella, Notary Public

CERTIFICATE

I, the undersigned, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the officer or official who executed the said power of attorney is an Assistant Secretary specially authorized by the chairman or the president to appoint attorneys-in-fact as provided in Article XIII, Section 5 of the By-laws of Liberty Mutual Insurance Company.

This certificate and the above power of attorney may be signed by facsimile or mechanically reproduced signatures under and by authority of the following vote of the board of directors of Liberty Mutual Insurance Company at a meeting duly called and held on the 12th day of March, 1980.

VOTED that the facsimile or mechanically reproduced signature of any assistant secretary of the company, wherever appearing upon a certified copy of any power of attorney issued by the company in connection with surety bonds, shall be valid and binding upon the company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said company, this 20th day of September, 2011.



By David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.