



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

\*511151338 412-276-2342  
 GW PEOPLES CONTRACTING CO INC  
 600 N BELL AVE BLDG 1 STE 210  
 CARNEGIE PA 15106

SHIP TO

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

DATE PRINTED <b>08/17/2011</b>	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
0001	1	EA		550-70		\$664,879.40
<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, SURFACING, 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>						

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 SEP 16 A 9:59  
 PURCHASING DIVISION

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>W. P. Operations</i>	TELEPHONE 412-276-2342 Ext. 101	DATE 9-15-11
TITLE V.P. Operations	FEIN 25-1365856	ADDRESS CHANGES TO BE NOTED ABOVE

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



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<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>						

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<p>MORE THAN \$50,000 OR WHERE MORE THAN 10,000 POUNDS OF STEEL ARE REQUIRED, THE STATE WILL ACCEPT ONLY ALUMINUM GLASS, OR STEEL PRODUCTS PRODUCED IN THE UNITED STATES. IN ADDITION, ITEMS OF MACHINERY OR EQUIPMENT PURCHASED FOR USE AT THE SITE OF PUBLIC WORKS SHALL BE MADE OF DOMESTIC ALUMINUM, GLASS OR STEEL, UNLESS THE COST OF THE PRODUCT IS LESS THAN \$50,000 OR LESS THAN 10,000 POUNDS OF STEEL ARE USED IN PUBLIC WORKS PROJECTS.</p> <p>FOREIGN MADE ALUMINUM, GLASS OR STEEL PRODUCTS MAY BE ACCEPTED ONLY IF THE COST OF DOMESTIC PRODUCTS IS FOUND TO BE UNREASONABLE. SUCH COST IS UNREASONABLE IF IT IS 20% OR MORE HIGHER THAN THE BID PRICE FOR FOREIGN MADE 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, FOREIGN PRODUCTS MAY BE SUPPLIED ONLY IF DOMESTIC PRODUCTS ARE 30% OR MORE HIGHER IN PRICE THAN THE FOREIGN MADE PRODUCTS.</p> <p>IF, PRIOR TO THE AWARD OF A CONTRACT UNDER THE ABOVE PROVISIONS, THE SPENDING OFFICER OF THE SPENDING UNIT DETERMINES THAT THERE EXISTS A BID FOR LIKE FOREIGN ALUMINUM, GLASS OR STEEL THAT IS REASONABLE AND LOWER THAN THE LOWEST BID DOMESTIC PRODUCTS, THE SPENDING OFFICE MAY REQUEST, IN WRITING, A REEVALUATION AND REDUCTION IN THE LOWEST BID FOR SUCH DOMESTIC PRODUCTS. ALL VENDORS MUST INDICATE IN THEIR BID IF THEY ARE SUPPLYING FOREIGN ALUMINUM, GLASS OR STEEL.</p> <p>REV. 3/88</p> <p>EXHIBIT 9</p> <p>NOTICE FOR ISSUANCE &amp; ACKNOWLEDGEMENT OF CONSTRUCTION</p>						

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SIGNATURE <i>[Signature]</i>	TELEPHONE 412-276-2342 Ext. 101	DATE 9-15-11
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LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<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>... G.W. Peoples Contracting Co., Inc. ....COMPANY</p> <p>.....9-15-11.....DATE</p> <p>REV. 11/96</p>						

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SIGNATURE	TELEPHONE	DATE
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V.P. Operations	25-1365856	

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				<b>CONTRACTORS LICENSE</b>		
				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:   ...G.W. Peoples Contracting Co. Inc....		
				CONTRACTORS LICENSE NO.: ..WV040069.....		
				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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<p>DESCRIBED IN THE ABOVE PARAGRAPH IS VOID AND OF NO EFFECT.</p> <p>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.</p> <p>REV. 5/2009</p> <p style="text-align: center;">NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p style="text-align: center;">DEPARTMENT OF ADMINISTRATION          PURCHASING DIVISION          BUILDING 15          2019 WASHINGTON STREET, EAST          CHARLESTON, WV 25305-0130</p> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER: 44</p> <p>REQ. NO.: RMA12006</p> <p>BID OPENING DATE: 09/20/2011</p> <p>BID OPENING TIME: 1:30 PM</p> <p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY</p>						

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SIGNATURE 	TELEPHONE 412-276-2342 Ext. 101	DATE 9-15-11
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<p>TO CONTACT YOU REGARDING YOUR BID:            _ 412-276-2325 _</p> <p>PLEASE PRINT OR TYPE NAME OF PERSON TO CONTACT            CONCERNING THIS QUOTE:            _ Bill Frey _</p>						
***** THIS IS THE END OF RFQ RMA12006 ***** TOTAL:						<u>\$664,879.40</u>

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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](http://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](mailto: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

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Line Item	Description	Unit Cost	Unit of Measure	Quantity	Extended Cost
	<b>Tie Replacement</b> <i>(including gaging of inserted tie)</i>				
1	Ties	\$ 79.50	per tie	5,500	\$437,250.00
2	<b>Switch Ties:</b>				
	9 foot	\$ 187.00	per tie	66	\$ 12,342.00
	10 foot	\$ 211.00	per tie	56	\$ 11,816.00
	11 foot	\$ 313.00	per tie	38	\$ 11,894.00
	12 foot	\$ 293.00	per tie	44	\$ 12,892.00
	13 foot	\$ 368.00	per tie	34	\$ 12,512.00
	14 foot	\$ 386.00	per tie	32	\$ 12,352.00
	15 foot	\$ 388.00	per tie	33	\$ 12,804.00
	16 foot	\$ 427.00	per tie	24	\$ 10,248.00
	17 foot	\$ 727.00	per tie	1	\$ 727.00
	<b>Additional Surfacing/Ballast Regulation</b>				
3	Additional Surfacing - Continuous MP 0-22	\$ .62	per track foot	116,160	\$ 72,019.20
				(22 miles)	
4	Additional Surfacing - Spot (Mainly Curves)	\$ .62	per track foot	10,560	\$ 6,547.20
				(2 miles)	
	<b>Replace Defective Rail</b>				
5	Replace Rail at MP 4.3 - Include welds	\$ 2,128.00	per rail	1	\$ 2,128.00
6	Replace Rail at MP 6.7 - Include welds	\$ 2,096.00	per rail	1	\$ 2,096.00
	<b>Panel Track Replacement - 8.8-8.9</b>				
7	Replace one complete side of Rail as described in RFQ - Including welds	\$ 8,200.00	each	1	\$ 8,200.00
	<b>Ditching - MP 25.7</b>				
8	Drainage Ditch at JF Allen Crossing	\$ 6.00	per foot	300	\$ 1,800.00
	<b>Rail Joint Welding</b>				
9	Thermite Joint Welds	\$ 556.00	Per Weld	67	\$ 37,252.00
			<b>Total Bid:</b>		<b>\$664,879.40</b>

# RMA Cost Sheet

Line Item	Description	Unit Cost	Unit of Measure	Quantity	Extended Cost
--------------	-------------	--------------	--------------------	----------	------------------

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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	2	2	
ENGINE HOUSE	11.45		6	1	4		5	1	1	
SO. RUN AROUND	11.55		4	1	6	3		3		
FREIGHT	11.7	2						1		
RIVER	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

EAST

B&O RR

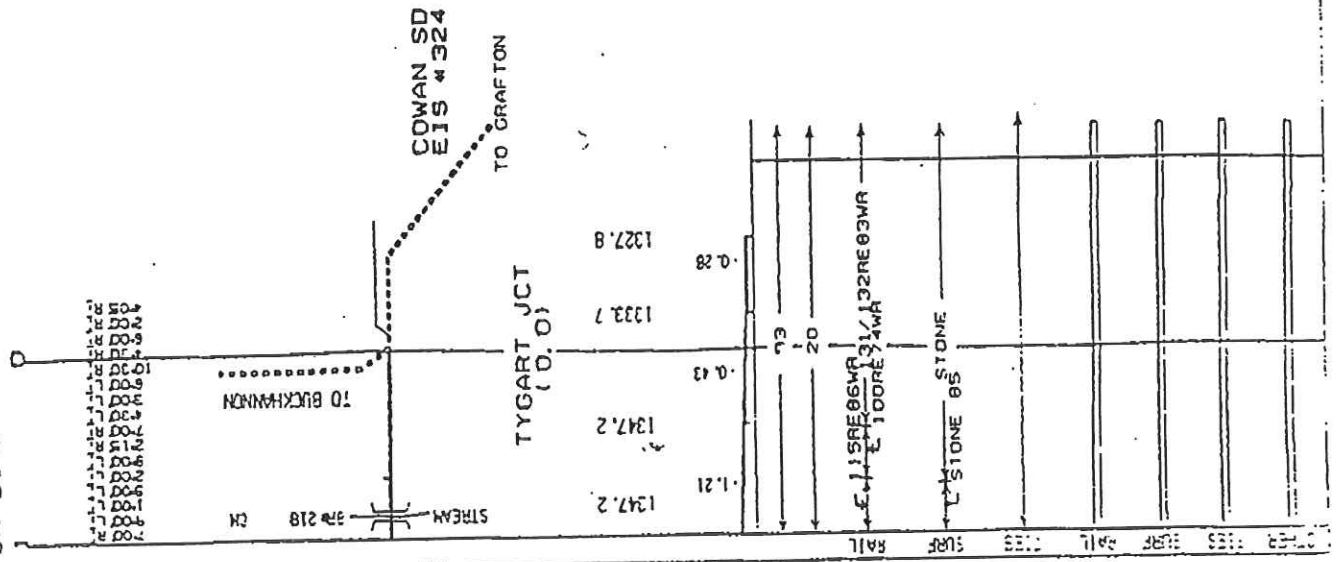
LAST REVISED 04-01-87

VAL. SEC. 57.1

EIS# 328

BELINGTON SUBDIV.

BA DIV.



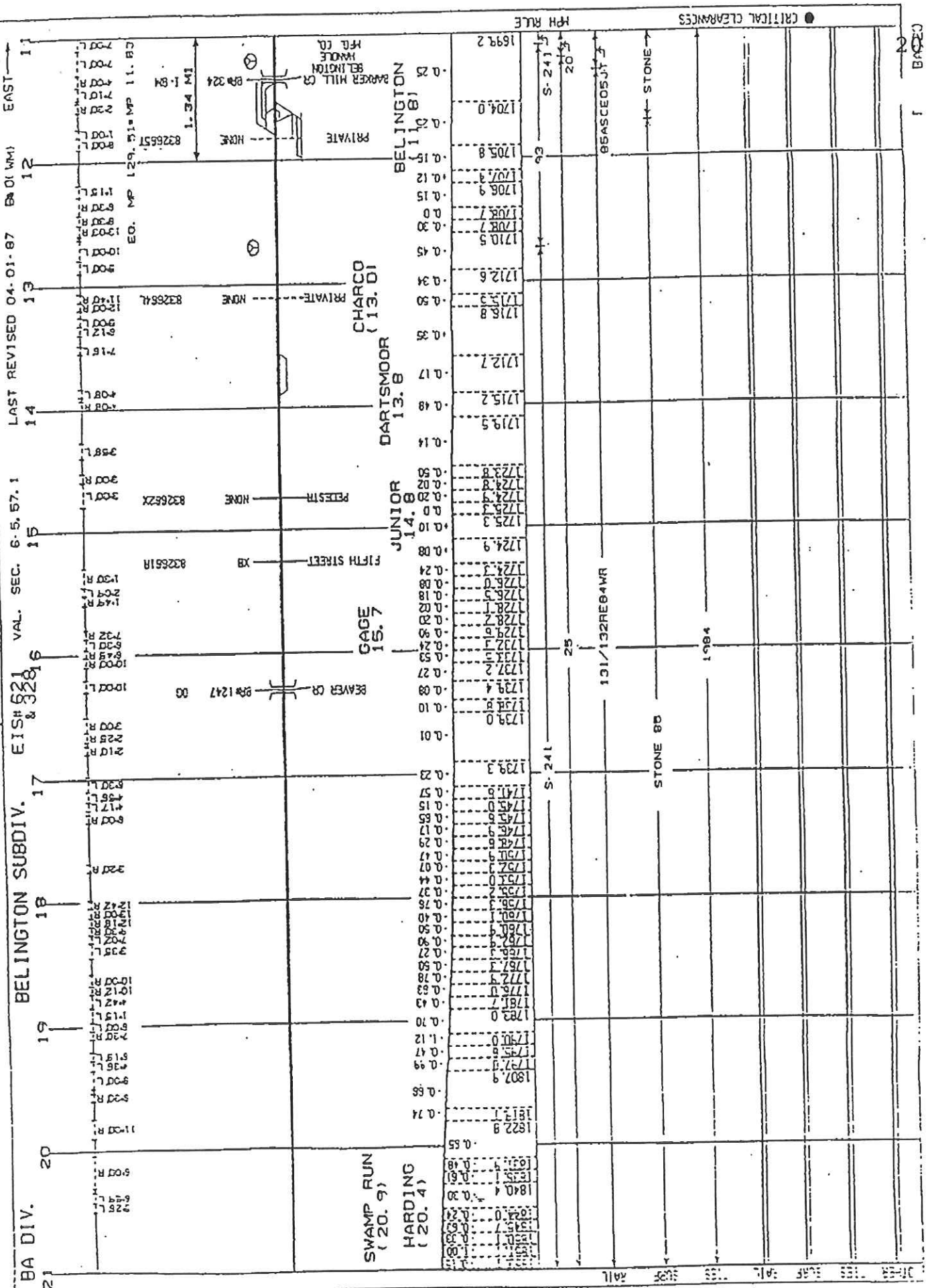
MPH SCALE

CRITICAL CLEARANCES

22 0000 22

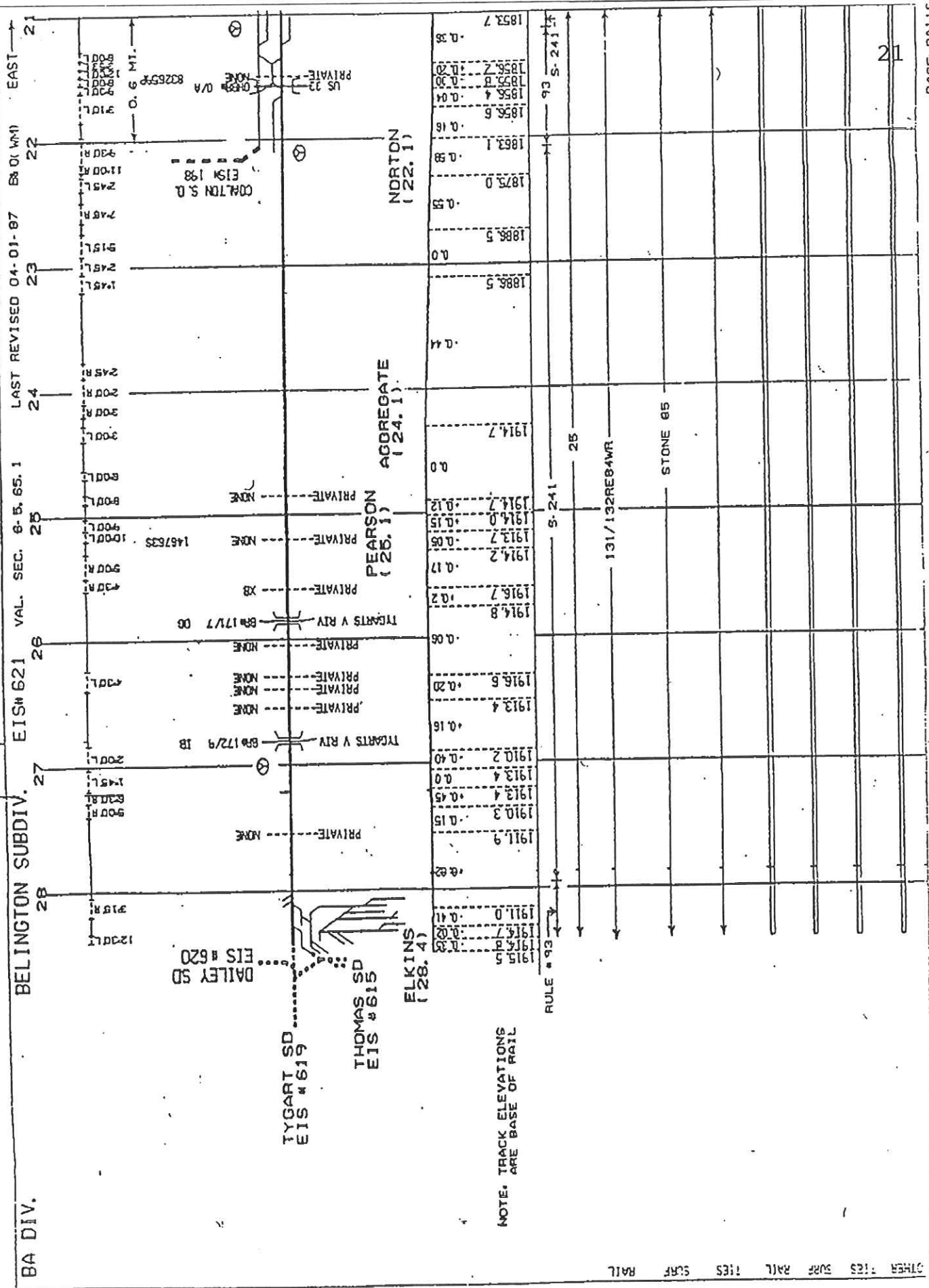
REL. 1.00





Section	Area (Acres)	Owner/Notes
21	1.80	SWAMP RUN (20.9)
20	1.80	HARDING (20.4)
19	1.80	1807.9
18	1.80	1790.0
17	1.80	1783.0
16	1.80	1776.0
15	1.80	1772.7
14	1.80	1767.4
13	1.80	1762.0
12	1.80	1758.0
11	1.80	1754.0
10	1.80	1750.0
9	1.80	1746.0
8	1.80	1742.0
7	1.80	1738.0
6	1.80	1734.0
5	1.80	1730.0
4	1.80	1726.0
3	1.80	1722.0
2	1.80	1718.0
1	1.80	1714.0

REF. 1. BA



BA DIV.

BELINGTON SUBDIV.

EIS# 621 VAL. SEC. 8-5-65.1

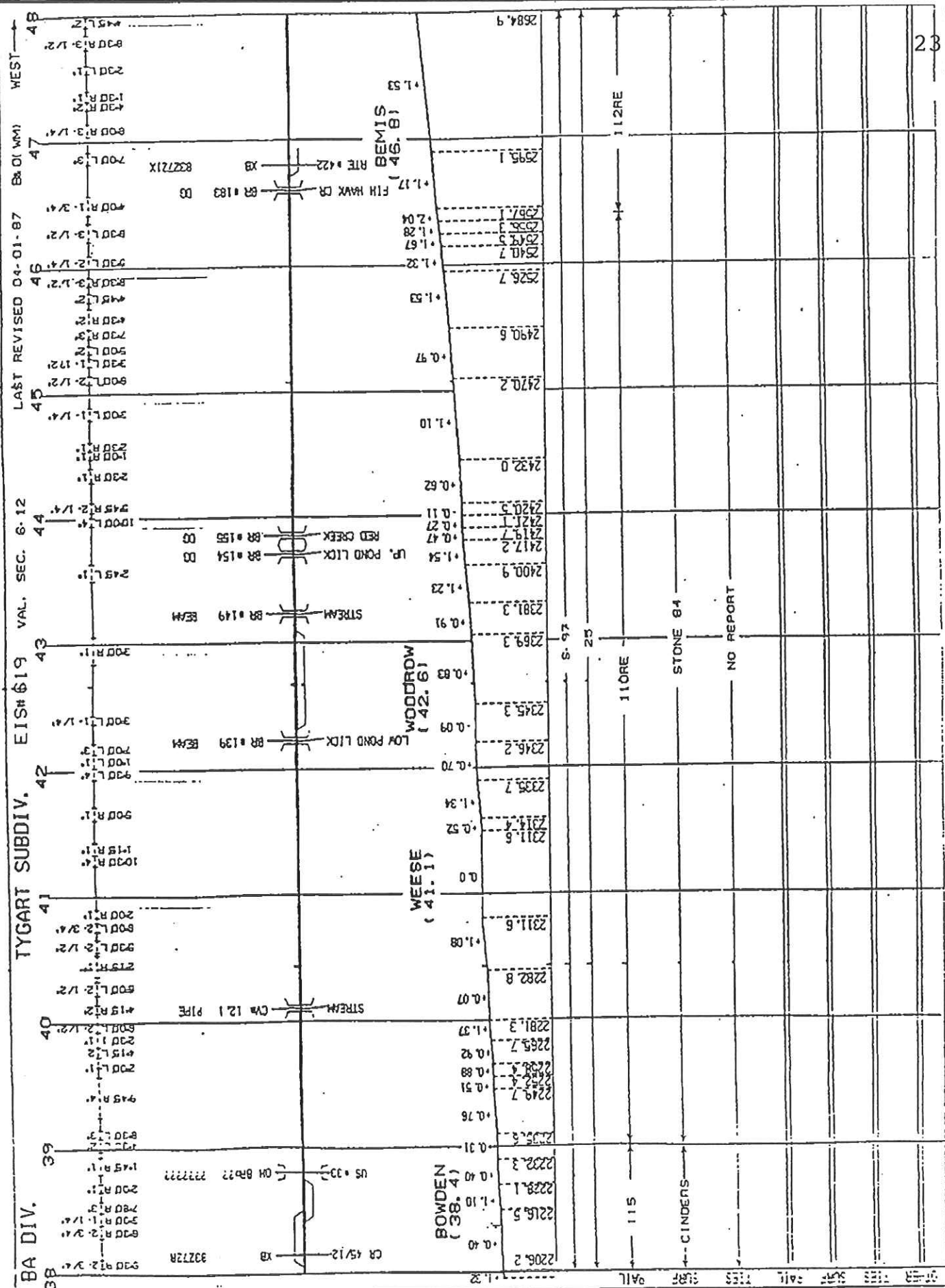
LAST REVISED 04-01-87

BR (D.W.M) EAST

NOTE: TRACK ELEVATIONS ARE BASE OF RAIL

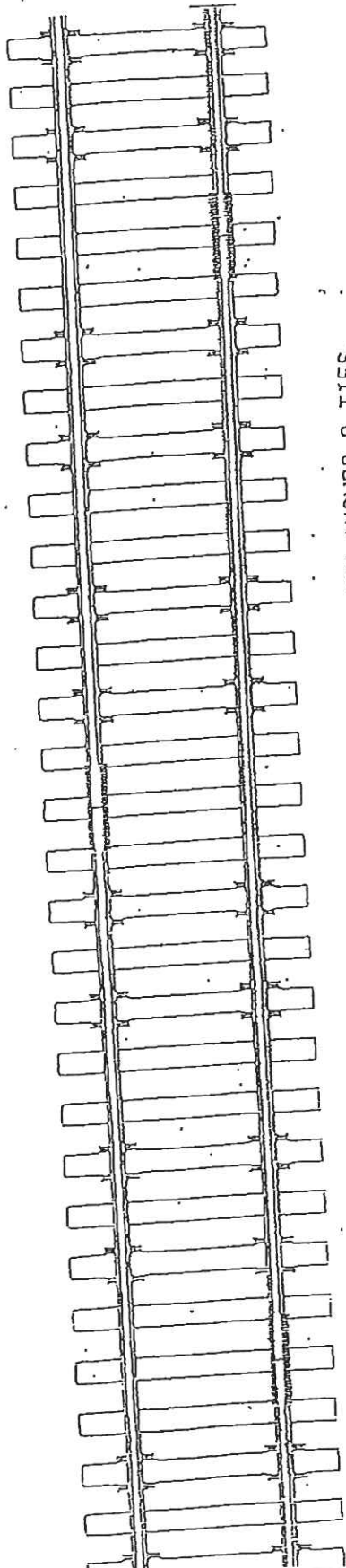
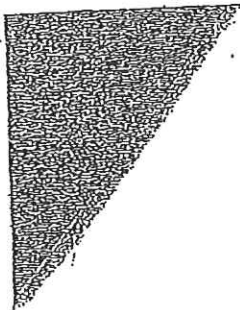
OTHER TIES SURF RAIL TIES SURF RAIL





BA DIV. TYGART SUBDIV. EIS# 619 VAL. SEC. 6.12 LAST REVISED 04-01-87 BR(O)MM WEST

Section	Parcel ID	Elevation	Notes
38	930 R.2 V.4	2206.2	CR 45/12
38	930 R.1 V.4	2215.5	
38	930 R.3 V.4	2228.1	
38	930 R.2 V.4	2232.3	
39	930 R.1 V.4	2249.7	
39	930 R.2 V.4	2255.7	
39	930 R.3 V.4	2265.7	
39	930 R.4 V.4	2281.3	
39	930 R.5 V.4	2282.8	
39	930 R.6 V.4	2311.6	
40	930 R.1 V.4	2314.4	
40	930 R.2 V.4	2335.7	
40	930 R.3 V.4	2346.2	
40	930 R.4 V.4	2345.3	
40	930 R.5 V.4	2369.3	
40	930 R.6 V.4	2381.3	
40	930 R.7 V.4	2400.9	
40	930 R.8 V.4	2417.2	
40	930 R.9 V.4	2419.7	
40	930 R.10 V.4	2421.1	
40	930 R.11 V.4	2420.5	
40	930 R.12 V.4	2432.0	
40	930 R.13 V.4	2470.2	
40	930 R.14 V.4	2490.6	
40	930 R.15 V.4	2526.7	
40	930 R.16 V.4	2540.7	
40	930 R.17 V.4	2549.5	
40	930 R.18 V.4	2571.1	
40	930 R.19 V.4	2595.1	
40	930 R.20 V.4	2684.9	



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

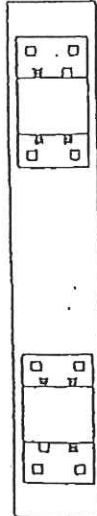




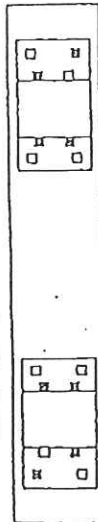
SPIKING PATTERN "A"



SPIKING PATTERN "B"



SPIKING PATTERN "C"



SPIKING PATTERN "D"



□ - TRACK 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.

STANDING - 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.

TRACK TYPE, TRACK ALIGNMENT, AND SPEED AUTHORIZED	SPIKES PER TIE PLATE	SPIKING PATTERN
MAIN TRACKS AND STATIONS		
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

MAIN TRACK SPIKING PATTERNS  
SIDE TRACK SPIKING PATTERNS



Document A310

# Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we

G.W. Peoples Contracting Company, Inc. (Here insert full name and address or legal title of contractor)  
600 North Bell Avenue, Bldg. #1, Suite 210 Carnegie, PA 15106

as Principal, hereinafter called the Principal, and  
INTERNATIONAL FIDELITY INSURANCE COMPANY (Here insert full name and address or legal title of Surety)

a corporation duly organized under the laws of the State of New Jersey  
as Surety, hereinafter called the Surety, are held and firmly bound unto  
West Virginia State Rail Authority - RMA11026 (Here insert full name, address or legal title of Owner)  
2019 Washington Street E Charleston, WV 26305-0130

as Obligee, hereinafter called the Obligee, in the sum of Five Percent of Amount Bid

Dollars (\$5% ),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for (Here insert full name, address and description of project)  
Crosstie Replacement, Surfacing, Welding of Rail Joints, Culvert and Siding Installation

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 20th day of September, 2011

(Witness)

(Witness) Barbara A. Leeper

G.W. Peoples Contracting Company, Inc.  
  
(Principal) (Seal)

REECE Y. BRAUTS, (Title) President

INTERNATIONAL FIDELITY INSURANCE CO. (Seal)  
  
(Surety)

Josephine M. Streyle (Title)

ATTORNEY-IN-FACT

Tel (973) 624-7200

POWER OF ATTORNEY
INTERNATIONAL FIDELITY INSURANCE COMPANY
HOME OFFICE: ONE NEWARK CENTER, 20TH FLOOR
NEWARK, NEW JERSEY 07102-5207

KNOW ALL MEN BY THESE PRESENTS: That INTERNATIONAL FIDELITY INSURANCE COMPANY, a corporation organized and existing laws of the State of New Jersey, and having its principal office in the City of Newark, New Jersey, does hereby constitute and appoint

Josephine M. Streyle as attorney-in-fact to execute the following Surety bond:

Surety Bond Number: Bid Bond
Principal: G.W. Peoples Contracting Company, Inc.
Obligee: West Virginia State Rail Authority - RMA11026

and the execution of such instrument in pursuance of these presents, shall be as binding upon the said INTERNATIONAL FIDELITY INSURANCE COMPANY, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of Article 3-Section 3, of the By-Laws adopted by the Board of Directors of INTERNATIONAL FIDELITY INSURANCE COMPANY at a meeting called and held on the 7th day of February, 1974.

The President or any Vice President, Executive Vice President, Secretary or Assistant Secretary, shall have power and authority

- (1) To appoint Attorneys-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and,
(2) To remove, at any time, any such attorney-in-fact and revoke the authority given.

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of said Company adopted at a meeting duly called and held on the 29th day of April, 1982 of which the following is a true excerpt:

Now therefore the signatures of such officers and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.



IN TESTIMONY WHEREOF, INTERNATIONAL FIDELITY INSURANCE COMPANY has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 29th day of August, A.D. 2003.

STATE OF NEW JERSEY
County of Essex

INTERNATIONAL FIDELITY INSURANCE COMPANY

Handwritten signature of Secretary

On this 29th day of August 2003, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said the he is the therein described and authorized officer of the INTERNATIONAL FIDELITY INSURANCE COMPANY; that the seal affixed to said instrument is the Corporate Seal of said Company; that the said Corporate Seal and his signature were duly affixed by order of the Board of Directors of said Company.



IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

Handwritten signature of Notary Public

A NOTARY PUBLIC OF NEW JERSEY
My commission Expires Nov. 21, 2015

CERTIFICATION

I, the undersigned officer of INTERNATIONAL FIDELITY INSURANCE COMPANY do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the By-Laws of said Company as set forth in said Power of Attorney, with the ORIGINALS ON IN THE HOME OFFICE OF SAID COMPANY, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect

IN TESTIMONY WHEREOF, I have hereunto set my hand this 20th day of September, 2011

Handwritten signature of Assistant Secretary

Assistant Secretary



State of West Virginia
DRUG FREE WORKPLACE CONFORMANCE AFFIDAVIT
West Virginia Code §21-1D-5

STATE OF Pennsylvania

COUNTY OF Allegheny, TO-WIT:

I, William E. Frey, Jr., after being first duly sworn, depose and state as follows:

- 1. I am an employee of G.W. Peoples Contracting Co. Inc.; and,
2. I do hereby attest that G.W. Peoples Contracting Co. Inc.

maintains a valid written drug free workplace policy and that such policy is in compliance with West Virginia Code §21-1D-5.

The above statements are sworn to under the penalty of perjury.

G.W. Peoples Contracting Co. Inc.
(Company Name)

By: [Signature]

Title: Vice President Operations

Date: 9-15-11

Taken, subscribed and sworn to before me this 15th day of September.

By Commission expires March 5, 2013

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Gerri L. Acton, Notary Public
Stockdale Boro, Washington County
My Commission Expires March 5, 2013

[Signature]
(Notary Public)

THIS AFFIDAVIT MUST BE SUBMITTED WITH THE BID IN ORDER TO COMPLY WITH WV CODE PROVISIONS. FAILURE TO INCLUDE THE AFFIDAVIT WITH THE BID SHALL RESULT IN DISQUALIFICATION OF THE BID.

STATE OF WEST VIRGINIA  
Purchasing Division

**PURCHASING AFFIDAVIT**

West Virginia Code §5A-3-10a states: No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owed is an amount greater than one thousand dollars in the aggregate.

**DEFINITIONS:**

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Debtor" means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions. "Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities. "Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

**EXCEPTION:** The prohibition of this section does not apply where a vendor has contested any tax administered pursuant to chapter eleven of this code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

Under penalty of law for false swearing (*West Virginia Code §61-5-3*), it is hereby certified that the vendor affirms and acknowledges the information in this affidavit and is in compliance with the requirements as stated.

**WITNESS THE FOLLOWING SIGNATURE**

Vendor's Name: G.W. Peoples Contracting Company, Inc.

Authorized Signature: [Signature] Date: 9-15-11

State of Pennsylvania

County of Allegheny, to-wit:

Taken, subscribed, and sworn to before me this 15<sup>th</sup> day of September, 20 11.

My Commission expires March 5, 20 13.

AFFIX SEAL HERE

NOTARY PUBLIC [Signature]

