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

# Solicitation

| NUMBER | PAGE |
|---|---|
| RMA14018 | 1 |

ADDRESS CORRESPONDENCE TO ATTENTION OF:
BETH COLLINS
304-558-2157

VENDOR
RFQ COPY
TYPE NAME/ADDRESS HERE
Amtrac Railroad Contractors of Maryland, Inc.
9436 Earley Drive
Hagerstown, Maryland 21740

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

DATE PRINTED
04/23/2014

BID OPENING DATE: 05/08/2014 BID OPENING TIME 1:30PM

| LINE | QUANTITY | UOP | CAT. NO. | ITEM NUMBER | UNIT PRICE | AMOUNT |
|---|---|---|---|---|---|---|
| | | | | ADDENDUM NO.03 | | |
| | | | | THIS ADDENDUM IS ISSUED TO MODIFY THE ORIGINAL SOLICITATION PER THE ATTACHED DOCUMENTATION. | | |
| 0001 | 1 | EA | | 968-19 | $487,716.00 | $487,716.00 |
| | | | | CONTRACT FOR REPAIR OF BRIDGES 9.7 AND 10.0 /SBVR | | |
| | | | | ****** THIS IS THE END OF RFQ RMA14018 ****** TOTAL: | | $487,716.00 |

05/08/14 09:03:24AM
West Virginia Purchasing Division

SIGNATURE [signature] TELEPHONE 301-797-3730 DATE May 7, 2014

TITLE Vice President FEIN 35-1649116 ADDRESS CHANGES TO BE NOTED ABOVE

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

# SOLICITATION NUMBER: RMA14018
# Addendum Number: 03

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

**Applicable Addendum Category:**

| | Modify bid opening date and time

| | Modify specifications of product or service being sought

| | Attachment of vendor questions and responses

| | Attachment of pre-bid sign-in sheet

| | Correction of error

|✓| Other

**Description of Modification to Solicitation:**

This addendum is issued to provide bid bond paperwork and instructions to complete.

This addendum is also issued to provide copy of the drug free workplace paperwork that must be submitted with the solicitation.

The bid date will remain the same as May 8, 2014 at 1:30 PM, EST.

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

**Terms and Conditions:**

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.

2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

# ATTACHMENT A

## BID BOND PREPARATION INSTRUCTIONS

AGENCY (A)
RFQ/RFP# (B)

| | |
|---|---|
| (A) | WV State Agency (Stated on Page 1 "Spending Unit") |
| (B) | Request for Quotation Number (upper right corner of page #1) |
| (C) | Your Business Entity Name (or Individual Name if Sole Proprietor) |
| (D) | City, Location of your Company |
| (E) | State, Location of your Company |
| (F) | Surety Corporate Name |
| (G) | City, Location of Surety |
| (H) | State, Location of Surety |
| (I) | State of Surety Incorporation |
| (J) | City of Surety's Principal Office |
| (K) | Minimum amount of acceptable bid bond is 5% of total bid. You may state "5% of bid" or a specific amount on this line in words. |
| (L) | Amount of bond in numbers |
| (M) | Brief Description of scope of work |
| (N) | Day of the month |
| (O) | Month |
| (P) | Year |
| (Q) | Name of Business Entity (or Individual Name if Sole Proprietor) |
| (R) | Seal of Principal |
| (S) | Signature of President, Vice President, or Authorized Agent |
| (T) | Title of Person Signing for Principal |
| (U) | Seal of Surety |
| (V) | Name of Surety |
| (W) | Signature of Attorney in Fact of the Surety |

NOTE 1: **Dated Power of Attorney with Surety Seal must accompany this bid bond.**

**Bid Bond**

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, _____(C)_____ of _____(D)_____, _____(E)_____, as Principal, and _____(F)_____ of _____(G)_____, _____(H)_____, a corporation organized and existing under the laws of the State of _____(I)_____ with its principal office in the City of _____(J)_____, as Surety, are held and firmly bound unto The State of West Virginia, as Obligee, in the penal sum of _____(K)_____ ($_____(L)_____) 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 _____

_____(M)_____

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 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 time within which the Obligee may accept such bid: and said Surety does hereby waive notice of any such extension.

WITNESS, the following signatures and seals of Principal and Surety, executed and sealed by a proper officer of Principal and Surety, or by Principal individually if Principal is an individual, the _(N)___day of __(O)_____, 20_(P)_.

Principal Seal

_____(Q)_____
(Name of Principal)

(R)

By_____(S)_____
(Must be President, Vice President, or Duly Authorized Agent)

_____(T)_____
Title

Surety Seal

_____(V)_____
(Name of Surety)

(U)

_____(W)_____
Attorney-in-Fact

**IMPORTANT – Surety executing bonds must be licensed in West Virginia to transact surety insurance, must affix its seal, and must attach a power of attorney with its seal affixed.**

WV-72
Created 07/01/13

State of West Virginia
Purchasing Division

# CERTIFIED DRUG-FREE WORKPLACE REPORT COVERSHEET

In accordance with ***West Virginia Code*** § 21-1D-7b, no less than once per year, or upon completion of the project, every contractor shall provide a certified report to the public authority which let the contract. That report must include each of the items identified below in the Required Report Content section.

**Instructions:** Vendor should complete this coversheet, attach it to the required report, and submit it to the appropriate location as follows: For contracts more than $25,000, the report should be mailed to the West Virginia Purchasing Division at 2019 Washington Street East, Charleston, WV 25305. For contracts of $25,000 or less, the vendor should mail the report to the public authority issuing the contract.

**Contract Identification:**

Contract Number: RMA14018

Contract Purpose: Repair of Bridges 9.7 and 10.0 on the South Branch Valley Railroad

Agency Requesting Work: West Virginia State Rail Authority

**Required Report Content:** The attached report must include each of the items listed below. The vendor should check each box as an indication that the required information has been included in the attached report.

[X] Information indicating the education and training service to the requirements of ***West Virginia Code*** § 21-1D-5 was provided;

[X] Name of the laboratory certified by the United States Department of Health and Human Services or its successor that performs the drug tests;

[X] Average number of employees in connection with the construction on the public improvement;

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

**Vendor Contact Information:**

Vendor Name: Amtrac Railroad Contractors of Maryland, Inc. Vendor Telephone: 301-797-3730

Vendor Address: 9436 Earley Drive Vendor Fax: 301-797-3740
Hagerstown, Maryland 21740

Agency WV State Purchasing
REQ.P.O# RMA 14018

**BID BOND**

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, AMTRAC RAILROAD CONTRACTORS OF MARYLAND, INC. of 9436 EARLEY DRIVE, HAGERSTOWN, MD 21740, as Principal, and OHIO FARMERS INSURANCE COMPANY of ONE PARK CIRCLE, WESTFIELD CENTER, OH, a corporation organized and existing under the laws of the State of OHIO with its principal office in the City of WESTFIELD CENTER, OH, as Surety, are held and firmly bound unto the State of West Virginia, as Obligee, in the penal sum of FIVE PERCENT(5%)OF THE AMOUNT OF THE BID ($----------) 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 RMA 14018, CONTRACT FOR REPAIR OF BRIDGES 9.7 AND 10.0

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 6TH day of MAY, 2014.

Principal Corporate Seal

AMTRAC RAILROAD CONTRACTOR OF MARYLAND, INC.
(Name of Principal)

By _____
JACQUELINE L. MANZINI (Must be President or Vice President)

PRESIDENT
(Title)

Surety Corporate Seal

OHIO FARMERS INSURANCE COMPANY
(Name of Surety)

_____
S. ANNETTE MULLET Attorney-in-Fact

**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 SUPERCEDES ANY PREVIOUS POWER BEARING THIS SAME POWER # AND ISSUED PRIOR TO 08/13/07, FOR ANY PERSON OR PERSONS NAMED BELOW.

# General Power of Attorney

CERTIFIED COPY

POWER NO. 13 03532 04

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

*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

**S. ANNETTE MULLET, STEVEN M. GARRETT, 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-** - - -

Amtrac Railroad Contractors of Maryland, Inc.

# SUBSTANCE ABUSE POLICY

An employee has a moral obligation to oneself, family, fellow-workers, the company, and the public at large to do everything possible to prevent accidents. Safe, efficient equipment and every conceivable safety device may be provided by this company, but careful observance of safe practices and the use of common sense must be the employee's contribution to the overall effort to prevent accidents.

Safe and careful habits result naturally from good work practices and may be acquired by personal experience or by profiting from the experience of others. To aid each employee in developing safe work habits, the company has prepared this safety pamphlet covering most of the safe working procedures to be followed on job sites. All employees should carefully read this booklet and becomethoroughly familiar with all potential hazards and the applicable safety precautions outlined.

FEDERAL DRUG-FREE WORKPLACE POLICY

In response to the new Federal requirements for a drug-free workplace, and in keeping with our concerns for the health and safety of its employees, our company has instituted the following DRUG-FREE WORKPLACE POLICY:

1. This policy certifies our company's intent to maintain a drug-free workplace. Drug manufacture, distribution, sale, possession, or use of a controlled substance in the workplace is prohibited.

2. Our company will provide information to all employees on the dangers of using drugs in the workplace through Tool-Box Safety meetings and flyers. Employees will face disciplinary action for violations of the company's Drug-Free Workplace Policy.

3. The Drug-Free Workplace Act specifically requires our company to notify each employee that, as a condition of employment, each must:

   - Comply with the company's Drug-Free Workplace Policy;

   - Notify our company of any conviction for a drug related offense committed in the workplace, within five (5) days of the conviction.

ANY EMPLOYEE WHO VIOLATES THIS COMPANY POLICY WILL BE SUBJECT TO DISCIPLINARY ACTION, UP TO AND INCLUDING TERMINATION OF EMPLOYMENT! Remember, each employee is responsible for recognizing his/her drug abuse problem and seeking proper medical attention.

## ADDENDUM ACKNOWLEDGEMENT FORM
**SOLICITATION NO.:**

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

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

**Addendum Numbers Received:**
(Check the box next to each addendum received)

| | | | |
|---|---|---|---|
| [X] | Addendum No. 1 | [ ] | Addendum No. 6 |
| [X] | Addendum No. 2 | [ ] | Addendum No. 7 |
| [X] | Addendum No. 3 | [ ] | Addendum No. 8 |
| [ ] | Addendum No. 4 | [ ] | Addendum No. 9 |
| [ ] | Addendum No. 5 | [ ] | Addendum No. 10 |

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that 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.

Amtrac Railroad Contractors of Maryland, Inc.
Company

Robert L. Matthews Authorized Signature Vice President

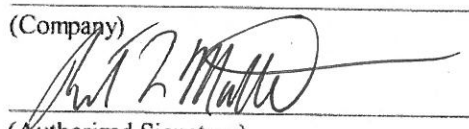
May 7, 2014
Date

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

# CERTIFICATION AND SIGNATURE PAGE

By signing below, I certify that I have reviewed this Solicitation in its entirety; understand the requirements, terms and conditions, and other information contained herein; that I am submitting this bid or proposal for review and consideration; that I am authorized by the bidder to execute this bid or any documents related thereto on bidder's behalf; that I am authorized to bind the bidder in a contractual relationship; and that to the best of my knowledge, the bidder has properly registered with any State agency that may require registration.

Amtrac Railroad Contractors of Maryland, Inc.
(Company)


(Authorized Signature)

Robert L. Matthews - Vice President
(Representative Name, Title)

301-797-3730 301-797-3740
(Phone Number) (Fax Number)

May 7, 2014
(Date)

# SBVR Bridge 9.7 and 10.0 Repair Cost Sheet

| Line Item | Description | | TOTAL Cost |
|---|---|---|---|
| | **Bridge 9.7 Deck & Debris Removal** | | |
| A | Replacement of bridge ties and outer guard rail on indicated | | |
| | spans. Removal of inner guard rail on entire bridge. | | |
| | Adjustment of CWR as necessary. | | |
| | Removal of all debris from under and around bridge. | | |
| | **Total Cost Bridge 9.7** | | $ 204,000.00 |
| | | | |
| | | | |
| | **Bridge 10.0 Deck** | | |
| B | Replacement of bridge ties and outer guard rail on indicated | | |
| | spans. Removal of inner guard rail on entire bridge. | | |
| | inner guard rail on entire bridge. | | |
| | **Total Cost Bridge 10.0 Deck** | | $ 283,716.00 |
| | | | |
| | | | |
| | **Total Bid:** | | $ 487,716.00 |

**Notes:**

**1) Bids must be in legible form. Typewritten form preferred.**

RFQ No. RMA14018

STATE OF WEST VIRGINIA
Purchasing Division

# PURCHASING AFFIDAVIT

**MANDATE:** Under W. Va. Code §5A-3-10a, 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: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

**EXCEPTION:** The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. 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.

**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.

**"Employer default"** means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

**"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 exceed five percent of the total contract amount.

**AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (*W. Va. Code* §61-5-3) that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.**

**WITNESS THE FOLLOWING SIGNATURE:**

Vendor's Name: Amtrac Railroad Contractors of Maryland, Inc.

Authorized Signature: _____ Date: May 7, 2014

State of Maryland

County of Washington, to-wit:

Taken, subscribed, and sworn to before me this 7th day of May, 2014.

My Commission expires November 22, 2015.

**AFFIX SEAL HERE**

**NOTARY PUBLIC** _____

6. Each inspection of joints in CWR track shall be documented by noting the following information:

   a. Date
   b. Mileage limits of the inspection
   c. Location and nature of rail joint conditions
   d. Remedial action taken
   e. Name of inspector

7. A CWR Joint Bar Fracture Report shall be prepared on the day the cracked or broken joint bar is discovered. All such reports shall be submitted to the FRA twice annually per CFR 213.119 (g)(7)(ii)(B).

## V. TRAINING

1. Each employee responsible for the installation, maintenance, inspection, or adjustment of CWR track, and each supervisor directing the action of those employees (including contractors of this railroad) shall receive adequate training in the behavior of CWR track before being assigned to any task requiring knowledge of CWR installation, maintenance, and inspection. This training shall provide instruction on the fundamentals of continuous welded rail, the importance of installing rail within the prescribed laying temperatures, the procedures to be followed in adjusting the neutral temperature of CWR, the essential precautions in maintaining CWR, and how CWR track should be inspected. It shall also include CWR joint inspection and proper remedial actions. During the calendar year following the initial training and each calendar year thereafter, each employee responsible for the installation, maintenance, and inspection (including contractors for this railroad) shall be provided with refresher training to reinforce his/her understanding of the proper handling of CWR track and the proper procedures to be followed in the inspection of CWR track.

## VI. RECORD KEEPING

1. Continuous welded rail shall be marked with white paint at the time the rail is installed or adjusted to indicate the date the work was completed and the installation or adjusted rail temperature.

2. A report of installed continuous welded rail will be maintained at the Roadmaster's Office indicating the exact location of the rail, the date the work was completed, and the rail temperature at the time of installation.

3. The disturbed track reports required in Sections III.B.8., III.C.4., and III.C.5, will be maintained in the Roadmaster's Office. The reports will indicate the exact location of the rail, the date the report was filed, the amount of inward movement in curves, or the amount of additional rail installed. The reports must indicate when corrective action was taken and what track work was accomplished.

4. A report of rail temperature adjustment will be maintained at the Roadmaster's Office to indicate the date that rail temperature adjustment was completed, the exact location of rail, the adjusted rail temperature, and the length of rail adjusted.

5. It is the Roadmaster's responsibility to see that all disturbed track identified in the reports has had the rail neutral temperature adjusted as specified in Section II.B. before the onset of warm weather and all reports are amended to indicate the date and nature of work completed.

## B. RAIL JOINTS

1. A CWR joint is any joint directly connected to CWR or any joint in a segment of rail between CWR strings that are less than 195 feet apart, except joints located on jointed sections on bridges. CWR joints shall be inspected on-foot once per calendar year, with consecutive inspections separated by at least 240 calendar days. CWR joints located in turnouts must be inspected monthly.

2. When inspecting joints in CWR track, inspectors must watch for (but not be limited to) the following joint conditions as outlined below. When such conditions are found, the appropriate remedial action as indicated must be taken.

| Rail Joint Condition | Remedial Action |
|---|---|
| Visible crack in joint bar | Replace bar |
| Loose bolts | Tighten bolts |
| Bent or missing bolts ** | Replace bolts |
| Tie(s) not effectively supporting joint | Tamp or replace tie(s) |
| Broken or missing tie plate(s) | Replace tie plate(s) |
| Deteriorated insulated joint | Replace/repair joint |
| Rail end batter or mismatch (more than 3/8" in depth and more than 6" in length measured with a 24" straight-edge) | Repair by welding the joint or removing rail or inspect monthly |
| Rail end mismatch that contributes to impact loads and instability of the joint | Weld or grind |
| Longitudinal rail movement greater than 2.0" | Add or adjust rail anchors, tighten bolts, add or remove rail at appropriate time or inspect weekly |
| Wide rail gap greater than 1.5" | Adjust rail gap and secure joint or inspect monthly |
| Surface deviations that contribute to impact loads and instability of the joint | Surface joint |

*Remedial action may also consist of placing a speed restriction or removing the track from service.

** Minimum of two bolts per rail must be in place.

5. Rails are in tension when the rail temperature is less than the installation temperature. If anchoring is inadequate to properly hold the rail, the rails may pull apart. To repair a pull-apart, adjust the rail to the correct neutral temperature following the procedures in Section II.B., apply joint bars and reapply the rail anchors. It may be necessary to install additional rail anchors. If the weather is extremely cold, and additional rail must be installed, the exact length of the additional rail must be noted on the disturbed rail report so that rail temperature adjustments can be made before the arrival of warm weather.

# IV. INSPECTION

## A. GENERAL

1. A special inspection of track constructed with continuous welded rail will be performed on the first warm day of the year when temperatures are expected to exceed 80 degrees. A special inspection of the same track will be performed every day the temperature is expected to exceed 90 degrees. Inspections made because of high temperatures should be conducted between 1:00 P.M. and 6:00 P.M. each day that high temperatures are expected.

2. When inspecting CWR track, special attention must be given to areas where rail is likely to have moved. These areas can occur at the bottom of sags, where train braking is likely to occur, or adjacent to locations where the track is extremely well anchored, such as turnouts and grade crossings. Close attention must also be given to bridge approaches and high degree curved track, especially where track surfacing was completed during colder weather.

3. During these inspections, particular attention should be paid to the alignment of the rails. Any waviness or kinky line areas should be inspected on foot to determine if the rail is rolling up out of the plates. Inspectors should be aware of any disturbance of the ballast around the tie cribs or tie ends as an indicator of rail movement. The rail anchors should also be observed to assure that a sufficient number of rail anchors are in place and properly applied tight against the tie to prevent rail movement.

4. The inspector should be aware of any track maintenance work that has been recently performed, such as tie replacement, track surfacing, or rail replacement, and make close inspections of those areas to make sure that repairs were properly performed and that repairs were properly performed and that the rail is well anchored.

6. If insufficient ballast exists on the surfaced track, the Roadmaster must be immediately notified and the speed restriction continued in effect until the ballast section has been restored.

7. The Roadmaster, or other designated person under§213.7(a), is responsible for raising or removing the speed restriction after the passage of the required train traffic and after personal inspection of the track. Speed restrictions should not be removed during the heat of the day (i.e., not during the period from sunrise to sunset).

8. When track is to be surfaced at a rail temperature of 50 degrees or lower, the Roadmaster shall set reference stakes on each curve over 3 degrees before tack surfacing begins. Stakes will be placed approximately 250 feet apart and must be placed where they would not present a tripping hazard to railroad personnel.

9. The position of the curve will be monitored after surfacing is completed. If the inward movement of the curve is greater than 1 inch, a disturbed track report will be prepared showing the amount of inward movement and the curve must be realigned to its original position before the arrival of warm weather.

## D. REPLACING DEFECTIVE RAIL

1. When replacing defective rail, care must be used to ensure that the length of rail put in the track is exactly equal to the length of rail removed. Prior to cutting continuous welded rail, the rail anchors must be adjusted so that they are bearing tight against the ties. If the rail temperature is below 50 degrees, additional anchors may have to be added to prevent rail movement when the rail is cut.

2. If a repair rail is to be installed by temporary use of bolted joints, cut out the defective rail the exact length of the repair rail. A rail saw must be used to cut the rail. Install the replacement rail and apply joint bars without drilling the holes nearest the rail ends. If a gap exists at the ends of the replacement rail, a rail expander or rail heater must be used to bring the rail ends together before installation of joint bars.

3. If the repair rail is to be immediately thermite welded, cut the replacement rail such that the rail ends will be at the center of a tie crib when installed. Cut out the defective rail two inches longer than the length of the replacement rail. Install the replacement rail such that a one inch gap exists at each end of the rail and proceed to weld.

4. During periods of extremely cold weather, it may be impossible to join the ends of the replacement rail unless some rail is added. If rail must be unavoidably added, the exact length of the additional rail must be noted on the disturbed rail report so that rail temperature adjustments can be made before the onset of warm weather.

4. New ties installed shall be spiked and anchors applied in the same pattern as the ties being replaced.

5. All newly installed ties must be tamped. When more than 20% of the ties in any 39 feet are being replaced, a power tamper should be used.

6. Ballast shall be restored on the ends and in the cribs of all newly installed ties, and the ballast section returned to standard before slow orders are removed.

7. The Roadmaster, or other designated person under §213.7(a), is responsible for raising or removing the speed restriction after the passage of the required train traffic and after personal inspection of the track. Speed restrictions should not be removed during the heat of the day (i.e., not during the period from sunrise to sunset).

## C. OUT-OF-FACE SURFACING

1. Track surfacing disturbs the ballast around the tie and reduces the track lateral resistance. A temporary speed restriction must be placed on all track that is surfaced. The risk is higher during period of high temperature.

2. When the ambient temperature reaches or exceeds 80°F on the day the work is performed, a 10 mph speed restriction must be placed on the track that has been surfaced and must remain in effect for the passage of at least 4 train movements totaling at least 32 cars. The speed may then be raised to 15 mph under the authority of a person designated under §213.7(a). The 15 mph restriction must remain in effect for the passage of at least an additional 4 train movements totaling at least 32 cars. The speed may then be raised to a maximum of 25 mph under the authority of a person designated under §213.7(a).

3. When the ambient temperature remains below 80°F on the day the work is performed, a 10 mph restriction is required for the passage of the first train. The speed may then be raised to 15 mph under the authority of a person designated under §213.7(a). The 15 mph speed restriction must remain in effect for the passage of at least 4 train movements totaling at least 32 cars. The speed may then be raised to a maximum of 25 mph under the authority of a person designated under §213.7(a).

4. If immediately following out-of-face surfacing work the ambient temperature is expected to exceed 80°F for an extended period, the duration of temporary speed restrictions should be extended as determined by a person designated under §213.7(a).

5. The runoff from the surfaced track to the existing track must be left in good cross level and alignment with a full ballast section. No condition should be left that would contribute to a track buckle.

| 4. COLD WEATHER WORK | | |
|---|---|---|
| A. INSTALLING JOINT BARS AFTER REPLACING DEFECTIVE RAILS OR CUTTING IN EPOSY JOINTS IN CWR. | ANY | MAKE AN ENTRY ON THE TRACK DISTURBANCE RECORD |
| B. MAKING FIELD WELDS | RAIL IS 75 DEGREES OR LOWER | RAIL MUST BE ADJUSTED. REAPPLY AND TIGHTEN ANCHORS |
| C. THE INTEGRITY OF THE TRACK STRUCTURE IS DISTURBED BY DERAILMENT, TURNOUT OR ROAD CROSSING REPAIRS, CURVE PATCHING OR OTHER TYPE WORK. | ANY | 15 MPH OR LESS UNTIL BALLAST SECTION IS MADE STANDARD. THE TRACK IS ALIGNED, THE RAIL IS ADJUSTED, AND RAIL ANCHORS ARE APPLIED AND TIGHTENED. |
| D. CURVE IS WORKED IN COLD WEATHER AND SHIFTS INWARD | INCREASING SIGNIFICANTLY | 15 MPH OR LESS UNTIL ALIGNMENT IS RESTORED OR TRACK IS ADJUSTED |
| E. CURVE NOT WORKED SHIFTS INWARD | INCREASING SIGNIFICANTLY | 15 MPH OR LESS UNTIL ALIGNMENT IS RESTORED OR TRACK IS ADJUSTED |

## B. TIE RENEWAL

1. If more than 20% of the crossties or switch ties are replaced in any 39 feet, or more than three consecutive crossties replaced, a 10 mph speed restriction is required if the ambient temperature reaches or exceeds 80°F on the day the work is performed. The speed restriction must remain in effect for the passage of at least 4 train movements totaling at least 32 cars. The speed may then be raised to a maximum of 15 mph under the authority of a person designated under §213.7(a). The 15 mph speed restriction must remain in effect for the passage of at least an additional 4 train movements totaling at least 32 cars. The speed may then be raised to a maximum of 25 mph under the authority of a person designated under §213.7(a).

2. When the ambient temperature remains below 80°F on the day the work is performed, a 10 mph speed restriction is required for the passage of the first train. The speed may then be raised to 15 mph under the authority of a person designated under §213.7(a). The 15 mph speed restriction must remain in effect for the passage of at least 4 train movements totaling at least 32 cars. The speed may then be raised to a maximum of 25 mph under the authority of a person designated under §213.7(a).

3. If immediately following tie renewal work the ambient temperature is expected to exceed 80°F for an extended period, the duration of temporary speed restrictions should be extended as determined by a person designated under §213.7(a).

| | | |
|---|---|---|
| B. REPLACING UP TO 4 TIES OR MORE PER 39 FT. RAIL AND 3 OR 4 CONSECUTIVE | RAIL IS 110 DEGREES OR HIGHER | 15 MPH OR LESS AS UTHORIZED BY PERSON DESIGNATED UNDER 213.7(A) UNTIL BALLAST SECTION IS MADE STANDARD. THEN 2 DAYS OR 4 TRAINS AT 15 MPH OR LESS |
| C. REPLACING 1 OR MORE TIES ON A BALLAST DECK BRIDGE OR RENEWING A GRADE CROSSING | ANY | 10 MPH UNTIL BALLAST SECTION IS MADE STANDARD. THEN 2 DAYS OR 4 TRAINS AT 15 MPH OR LESS. |
| D. SPOT SURFACING OR SMOOTHING | RAIL IS 110 DEGREES OR HIGHER | 10 MPH UNTIL BALLAST SECTION IS MADE STANDARD. THEN 2 DAYS OR 4 TRAINS AT 15 MPH OR LESS. |
| E. SURFACING OUT OF FACE, OR SURFACING A BRIDGE APPROACH | RAIL IS LESS THAN 110 DEGREES<br><br>RAIL IS 110 DEGREES OR HIGHER | 15 MPH OR LESS UNTIL BALLAST SECTION IS MADE STANDARD. THEN 1 DAY OR 2 TRAINS AT 15 MPH OR LESS.<br><br>10 MPH UNTIL BALLAST SECTION IS MADE STANDARAD. THEN 2 DAYS OR 4 TRAINS AT 15 MPH OR LESS. |
| F. SHOULDER BALLAST CLEANING OUT OF FACE OR SPOT UNDERCUTTING, OR CRIBBING | RAIL IS 100 DEGREES OR HIGHER | 10 MPH UNTIL BALLAST SECTION IS MADE STANDARD. THEN CONTINUE 10 MPH UNTIL 8:00 P.M. OF THE NEXT DAY. THEN 2 MORE DAYS OR 4 TRAINS AT 15 MPH OR LESS. |
| G. UNDERCUTTING OUT OF FACE | ANY | 10 MPH UNTIL BALLAST SECTION IS MADE STANDARD. THEN CONTINUE 10 MPH UNTIL 8:00 P.M. OF THE NEXT DAY. THEN 2 MORE DAYS OR 4 TRAINS AT 15 MPH OR LESS. |
| H. LAYING OR TRANSPOSING WELDED RAIL AND RAIL IS PROPERLY ADJUSTED, ANCHOR PATTERN AND BALLAST SECTIONS ARE STANDARD AND THE BALLAST WAS NOT DISTURBED. | ANY | 15 MPH OR LESS FOR ONE TRAIN |
| I. REPLACING TIES ON OPEN DECK BRIDGE | RAIL IS LESS THAN 110 DEGREES<br><br>RAIL IS LESS THAN 110 DEGREES | NO MORE THAN 13 CONSECUTIVE TIES UNSPIKED WHILE TRACK WORK IS BEING PERFORMED, THEN 15 MPH OR LESS FOR AT LEAST ONE TRAIN.<br><br>NO MORE THAN 5 CONSECUTIVE TIES UNSPIKED WHILE TRACK WORK IS BEING PERFORMED. THEN 15 MPH OR LESS FOR AT LEAST ONE TRAIN. |

# III. MAINTENANCE

## A. ALL TRACK MAINTENANCE

1. Following Track Maintenance Table should be referred to and utilized for all track maintenance in CWR territory on this railroad.

## CWR TRACK MAINTENANCE TABLE

| CONDITIONS AND/OR DISTURBANCES | TEMPERATURE | ACTION REQUIRED |
|---|---|---|
| 1. INSPECTIONS | 90 DEGREES OR HIGHER<br>INCREASING SIGNIFICANTLY | MAKE ADDITIONAL INSPECTIONS ON TRACK EXCEEDING 15 MPH<br>MAKE ADDITIONAL INSPECTIONS ON TRACK EXCEEDING 15 MPH |
| 2. IF FOLLOWING CONDITIONS EXIST: | | |
| A. TEMPORARY SPEED RESTRICTION HAS BEEN PLACED TO PROTECT AGAINST TRACK BUCKLING | ANY | INSPECT DAILY |
| B. SUBSTANDARD BALLAST SECTION | 85 DEGREES OR HIGHER | SLOW ORDER TO 15 MPH OR LESS AS AUTHORIZED BY PERSON DESIGNATED UNDER 213.7(A) UNTIL BALLAST SECTION IS MADE STANDARD.<br>THEN 2 DAYS OR 4 TRAINS AT 15 MPH OR LESS |
| C. SUBSTANDARD BALLAST SECTION | 85 DEGREES OR HIGHER | 15 MPH UNTIL BROUGH UP TO STANDARD |
| D. TRACK NOT BEING WORKED BECOMES MISALIGNED DUE TO HEAT | ANY | 10 MPH UNTIL CUT AND ADJUSTED AS REQUIRED BY SECTION II |
| E. MISALIGNMENT OBSERVED | ANY | 15 MPH MAXIMUM UNTIL CORRECTED |
| 3. HOT WEATHER WORK | | |
| A. TRACK BECOMES MISALIGNED DURING WORK AND CANNOT BE RESTORED | ANY | CUT AND ADJUST AS REQUIRED BY SECTION II |

base of the rail and tie plate at equal increments along the section of rail so that rail movement can be monitored to verify uniform expansion.

7. Reapply all rail anchors and other fastenings. Measure the instance between the pain marks made on the base of the rail and record the amount or rail removed on the report of rail neutral temperature adjustment. This report will also include the location of the rail and the date the rail was adjusted.

8. Adjust the neutral temperature in the opposite rail using the same procedures. Do not assume that the opposite rail will require the same amount of adjustment.

9. At the completion of rail temperature adjustment, the rail will be marked with paint on both sides of the rail web with the date work was accomplished, the adjusted neutral temperature, and the length of rail adjusted.

## TABLE 1

| Temp Difference Degree F | 390 ft. 10 Rail Lengths | 585 ft. 15 Rail Lengths | 780 ft. 20 Rail Lengths | 975 ft. 25 Rail Lengths | 1170 ft. 30 Rail Lengths |
|---|---|---|---|---|---|
| 5 degrees | 1/4 Inch | 1/4 Inch | 1/4 Inch | 1/4 Inch | 1/2 Inch |
| 10 degrees | 1/4 Inch | 1/2 Inch | 1/2 Inch | 3/4 Inch | 1 Inch |
| 15 degrees | 1/2 Inch | 3/4 Inch | 1 Inch | 1-1/4 Inch | 1-1/4 Inch |
| 20 degrees | 1/2 Inch | I Inch | 1-1/4 Inch | 1-1/2 Inch | 1-3/4 Inches |
| 25 degrees | 3/4 Inch | 1-1/4 Inch | 1-1/2 Inch | 1-3/4 Inches | 2-1/4 inches |
| 30 degrees | 1 Inch | 1-1/4 Inch | 1-3/4 Inches | 2-1/4 Inches | 2-3/4 Inches |
| 35 degrees | 1 Inch | 1-1/2 Inch | 2-1/4 Inches | 2-3/4 Inches | 3-1/4 Inches |
| 40 degrees | 1-1/4 Inch | 1-3/4 Inch | 2-1/2 Inches | 3 Inches | 3-1/2 Inches |
| 45 degrees | 1-1/2 Inch | 2 Inches | 2-3/4 Inches | 3-1/4 Inches | 4 Inches |
| 50 degrees | 1-1/2 Inch | 2-1/4 Inches | 3 Inches | 3-3/4 Inches | 4-1/2 Inches |
| 55 degrees | 1-3/4 Inch | 2-1/2 Inches | 3-1/4 Inches | 4-1/4 Inches | 5 Inches |
| 60 degrees | 1-3/4 Inch | 2-3/4 Inches | 3-1/2 Inches | 4-1/2 Inches | 5-1/2 Inches |

For example: If the rail temperature was 70 degrees the temperature differential, for a desired neutral temperature of 95 degrees, would be 25 degrees. If the unrestrained rail length was 1170 feet, the amount of rail length adjustment would be found in the tale at the intersection of the 25 degrees differential row and the column heading of 1170 ft. In this example, the rail end gap should be 2-1/4 inches. If the rail was saw cut originally, it must be cut again so that the overall rail end gap is 2-1/4 inches. If the rail was originally torch cut in Class II or higher track, the rail must have a minimum 3/8 inch saw cut off the end of each rail so that the overall rail-end gap is 2-1/4 inches. If the rail is to be field welded, an additional 1 inch of rail must be removed to accommodate the 1 inch thermite weld.

6. A rail expander can now be used to close the rail end gap for application of joint bars for a bolted joint, or for preparation of the field weld for a welded joint. As the rail expander applies tension to the rail, it is desirable to reduce friction at the rail and tieplate interface by using a rail vibrator or tapping the tie plates. When de-stressing long sections of rail, it is advisable to make match marks on the

## B. PROCEDURES FOR ADJUSTING NEUTRAL TEMPERATURE

1. Rail should not be cut more often than absolutely necessary. But de-stressing long distances per cut reduces the chances that reasonably uniform neutral temperature will be achieved. Rail cannot be easily adjusted on track that is overfilled with ballast, track that is uneven in surface or alignment, or on curved track, and attempting to de-stress rail under these conditions should be avoided.

2. The length of rail to be adjusted should be no less than 390 feet nor more than 1170 feet depending on the condition to be remedied. Where a repair rail was installed in cool weather, the amount of rail to be de-stressed is likely to be relatively short, and a distance of 390 feet should be used. Where longer lengths of CWR are to be de-stressed, working in 1170 foot segments would be appropriate.

3. The rail should be cut in the middle of the length of rail to be de-stressed. Prior to cutting the rail, make two marks on the base of the rail with paint marker approximately 3 feet each side of the location where the cut will be made. Measure and record the distance between the two marks before the rail is cut so the total length adjustment can be measured after the de-stress operation is completed. If the rail temperature is less than the existing neutral temperature, the rail will be in tension and a rail saw may be used to cut the rail. If the trail temperature is higher than the existing neutral temperature, the rail will be in compression and will have to be torch cut. If a torch is used in Class III or higher territory, the rail ends must be cut again with a rail saw unless a weld is made within one hour.

4. After the rail is cut, remove the anchors from the rail over the entire length of rail to be de-stressed. If the rail was in compression, the rail ends will have to be offset so the rail is free to expand. The frictional resistance on the base of the rail should be relieved by vibrating the rail or tapping the tie plates. Avoid striking the rail during the process.

5. After the stress in the rail has been relieved, measure the rail temperature with a rail thermometer. Table 1 (below) gives the length of rail adjustment required for various lengths of rail being adjusted and temperature differentials.

# II. ADJUSTING NEUTRAL TEMPERATURE

## A. TRACK CONDITIONS REQUIRING ADJUSTMENT

1. Where CWR has been installed at a temperature lower than the minimum allowable temperature range, the Superintendent should have been notified as required in Section I.A.5 and I.A.6 and the rail scheduled for temperature adjustment. It is important to complete any temperature adjustments before the onset of a target temperature. Any rail not installed and anchored at a temperature of at least 90 degrees should be scheduled for adjustment.

2. The neutral temperature of the rail can only change if the rail moves or if a rail repair improperly performed. Rail installed in track can move when subjected to temperature changes or train movements. As these forces are applied to track, rail movement occurs through anchors wearing into the ties, ties moving in the ballast, or rail moving through the anchors or clips.

3. Rail movement can also occur in areas where trains routinely apply brakes. These areas include signal locations, descending grades, permanent speed restrictions, approaching yards, or similar locations on the railroad. At some locations, such as road crossings and turnouts, rail is more resistant to longitudinal creep than in open track. Rail with high longitudinal forces is often found at these locations.

4. Curved track has a tendency to move laterally when subjected to temperature changes. In cold weather, rail will contract and pull toward the inside of a curve. This is more pronounced where there is insufficient ballast on the low side of the curve. When this occurs, the curve will have a lower neutral temperature and therefore will develop high compressive forces when the rail temperature increases.

5. Many maintenance activities can affect the neutral temperature of the rail. When rail defects are repaired, care must be exercised to be sure that the length of rail installed is the same as the rail removed. Also, any work that significantly disturbs the ballast, such as surfacing, tie renewal, and undercutting, can allow the track to shift in response to traffic and temperature changes until the ballast section is again stabilized.

## B. RAIL FASTENERS

1. Two rail holding spikes will be driven in each tie plate on tangent and curves less than 2 degrees. Three rail holding spikes and one hold-down spike on the field side shall be driven in each tie plate on curves of 2 degrees and less than 6 degrees. For curves of 6 degrees or more, three rail holding spikes and two hold-down spikes shall be driven in each tie plate.

2. On all welded rail, 200 feet must be box anchored on each side of bolted joints, rail to rail crossings, highway crossings at grade, and open deck bridges. In addition, 200 feet will be box anchored ahead of the point of switch and behind the heel of the frog on the main track and on the turnout side if the siding has continuous welded rail. At all other locations, every other tie will be box anchored. Box anchored means the application of four rail anchors in such a manner that an anchor is bearing against each side of the tie on each rail.

3. When anchors are applied, care must be taken to ensure that anchors have full bearing against the tie and that the anchors are not over driven. When an anchor is applied to the rail, there must be an anchor applied to the opposite rail with bearing on the same side of the tie.

4. At locations where continuous welded rail joins bolted jointed rail, the welded rail must be box anchored on every tie for 200 feet from the end of the bolted rail. The number of anchors applied to the bolted rail will be uniformly decreased over a distance of eight rail lengths from the box anchored pattern at the joining point to the existing anchor pattern of the bolted rail.

5. Turnouts in areas where continuous welded has been laid will be box anchored on every tie on both the main line and turnout side where it is possible to install the anchors. This pattern is to be applied to both welded and bolted turnouts.

6. Continuous welded rail on ballast deck brides will be anchored with the same pattern as the rail adjacent to the bridge. On open-deck timber bridges, anchors will be applied to all ties fastened to the stringers. On open-deck steel bridges, anchors shall be applied as directed by Superintendent.

7. At the completion of rail installation, with all rail fasteners in place, the date and rail installation temperature will be marked with paint on both sides of the rail web at the end of the rail as delivered to the railroad.

# CONTINUOUS WELDED RAIL

## 1. INSTALLATION

### A. RAIL

1. If tie renewal and track surfacing are to be undertaken in conjunction with the laying of continuous welded rail, the tie and surfacing work must precede the rail laying.

2. A full ballast section is required where continuous welded rail is to be installed. Tie cribs must be full to within 1 inch of the top of tie and extend at that elevation at least 6 inches from the end of tie to the edge of slope on tangent track and on the inside of curves, and 12 inches from the end of tie to the edge of slope on the outside of curves. Ballast slope should not be less than 2 to 1.

3. Continuous welded rail must be installed at a temperature to minimize track buckling in the summer due to high compressive forces in the rail and rail pull-aparts in the winter when the rail is in tension. The rail, at the time rail anchors are applied, must be in neither compression nor tension and is referred to as being in a stress-free state and at a temperature referred to as the rail neutral temperature. (See Section 1.A.4)

4. Continuous welded rail should be installed at a temperature not less than 90 degrees nor more than 100 degrees Fahrenheit. Rail temperature will be measured with at least two rail thermometers placed on the web of the rail on the shaded side. Rail thermometers must be checked on a regular basis by placing two thermometers adjacent to each other. If the readings vary by more than 5 degrees, a third thermometer must be used to determine which of the two is accurate. Inaccurate rail thermometers must be replaced.

5. When rail heaters, or equivalent, are not available, and it becomes necessary to install and anchor rail at a temperature less than 90 degrees, a report must be made to the Superintendent indicating the location of the installed rail and the installation temperature. This location must be identified for rail temperature adjustment before a target temperature arrives.

6. CWR installation should be avoided, if possible, during periods of very low ambient temperature. However, if rail must be installed without rail heaters, or equivalent, a report of the location and the installation temperature must be made to the Superintendent.

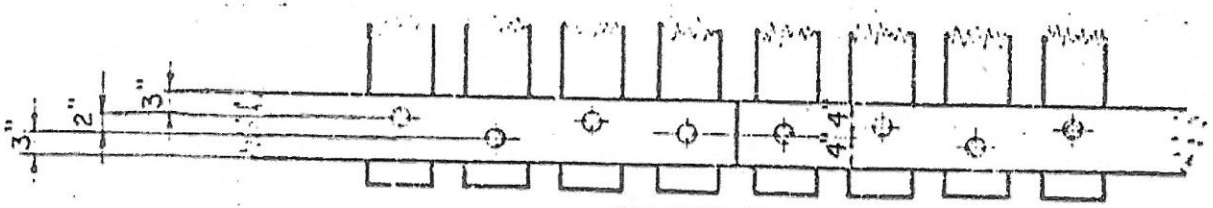
Attachment E

# SOUTH BRANCH VALLEY RAILROAD

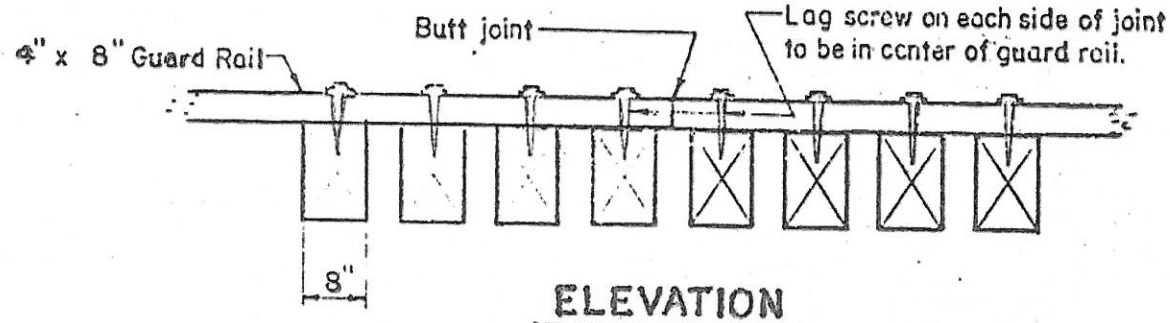
## RULES AND INSTRUCTIONS
## FOR THE
## INSTALLATION, MAINTENANCE
## AND
## INSPECTION
## OF
## CONTINUOUS WELDED RAIL

Revised 10/1/10

120 Water Plant Drive
Moorefield, WV 26836
(304) 538-2305




PART PLAN




ELEVATION

GUARD RAIL DETAILS

Attachment D

TYPICAL DETAILS
BRIDGE TIE INSTALLATION
STEEL BRIDGES

Bridge Ties to be Replaced on SBVR Bridges 9.7 and 10.0

Attachment C

| Bridge | Span(s) | # of Ties | Dapped? |
|---|---|---|---|
| 9.7 | 1 | 31 | Y |
| | 24-35 | 123 | N |
| | 39-40 | 59 | Y |
| | 41-46 | 63 | N |
| | 47-49 | 97 | Y |
| | 51 | 35 | Y |
| | 54-55 | 63 | Y |
| | | 471 | |

| Bridge | Span(s) | # of Ties | Dapped? |
|---|---|---|---|
| 10.0 | 1-2 | 53 | Y |
| | 3-4 | 21 | N |
| | 5-12 | 81 | N |
| | 13-30 | 517 | Y |
| | | 672 | |

Note: All bridge ties are 8"x 8"x 10'

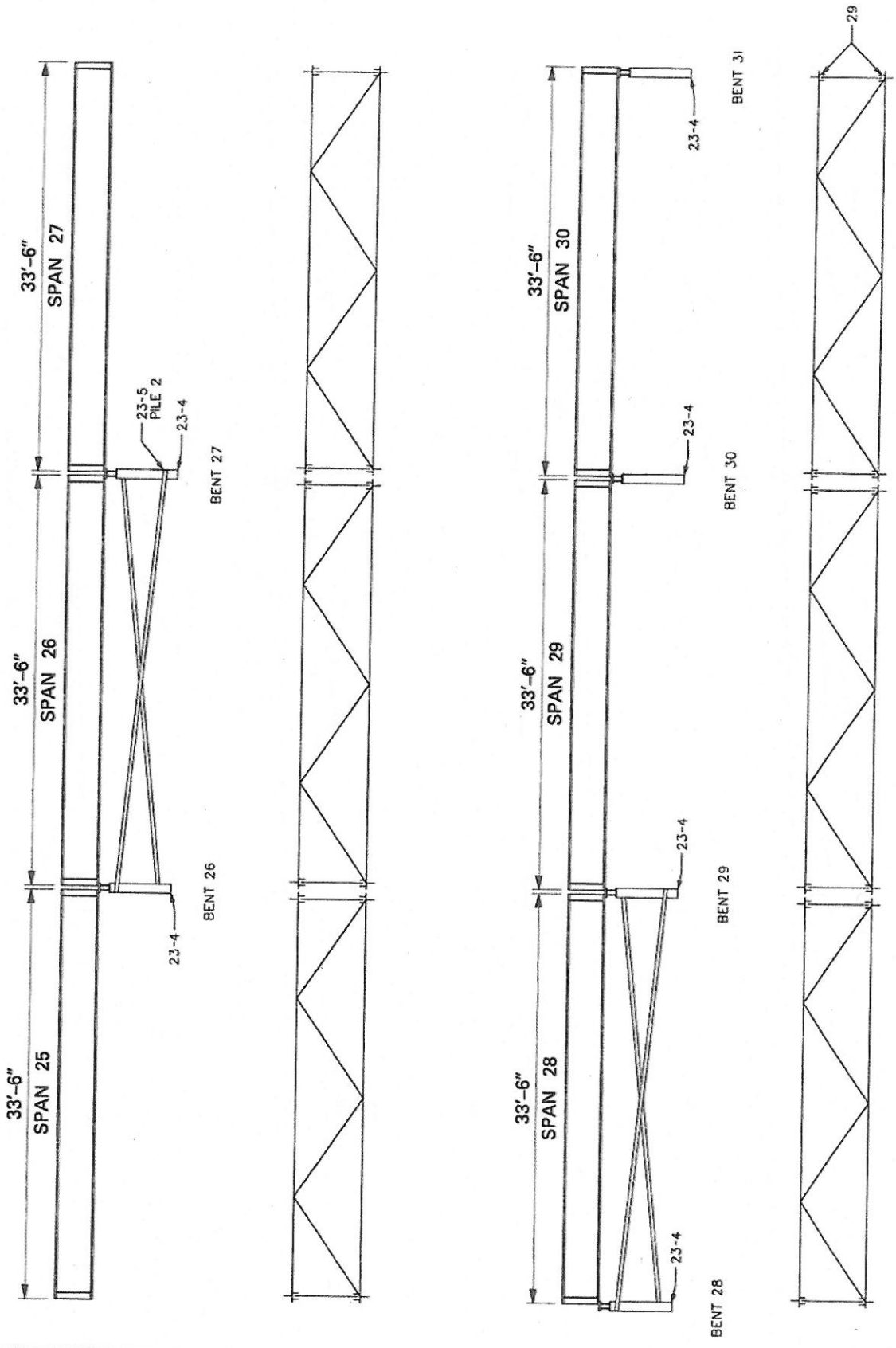
# BRIDGE INSPECTION REPORT

MAY 31, 2012

BRIDGE NO. 10.0

PLAN & ELEVATION





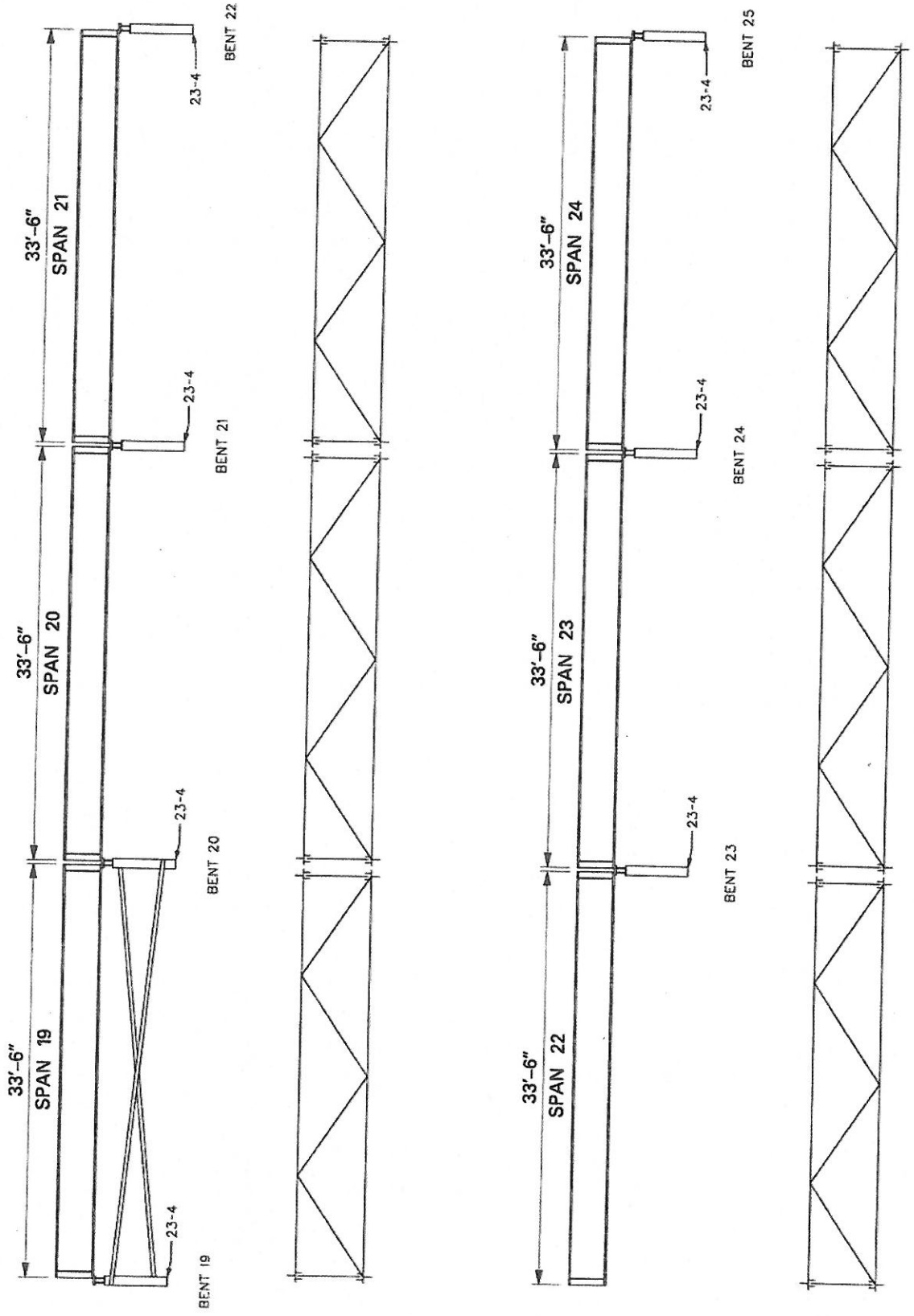
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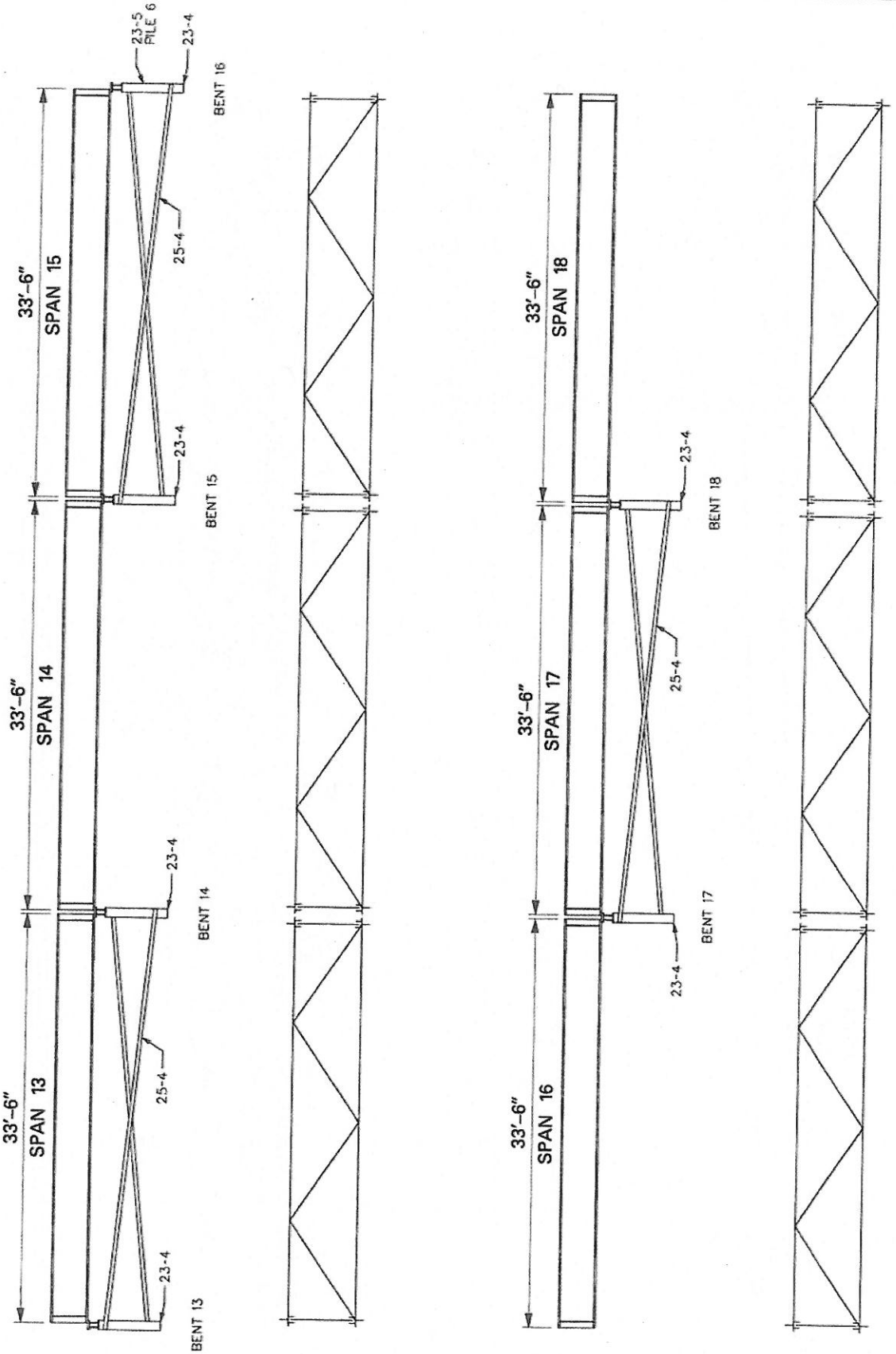
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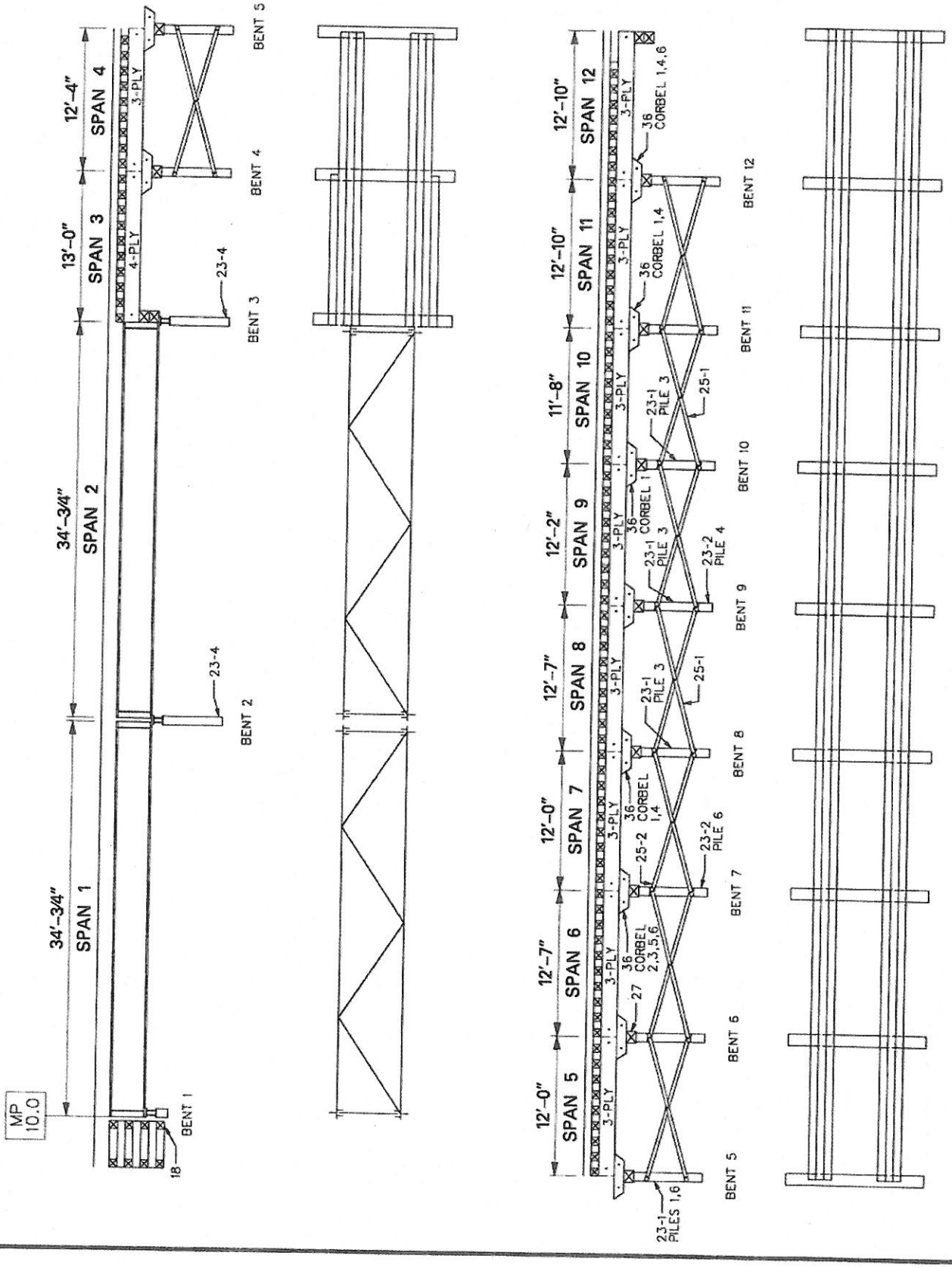
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MAY 31, 2012

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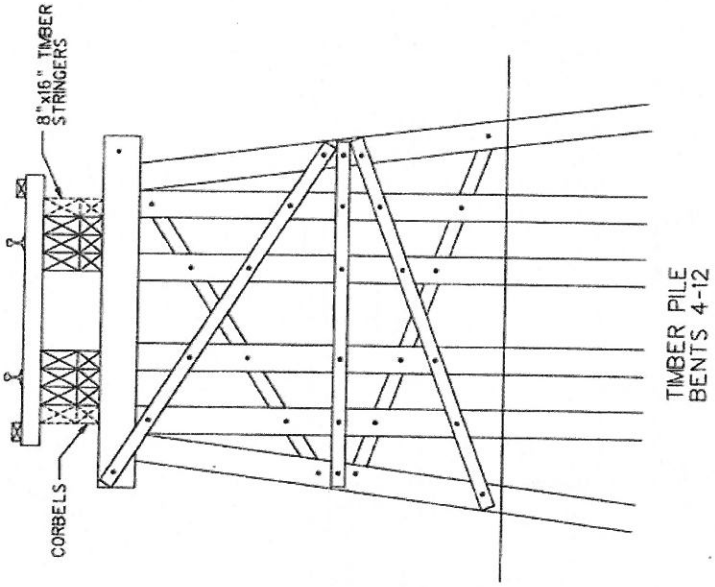
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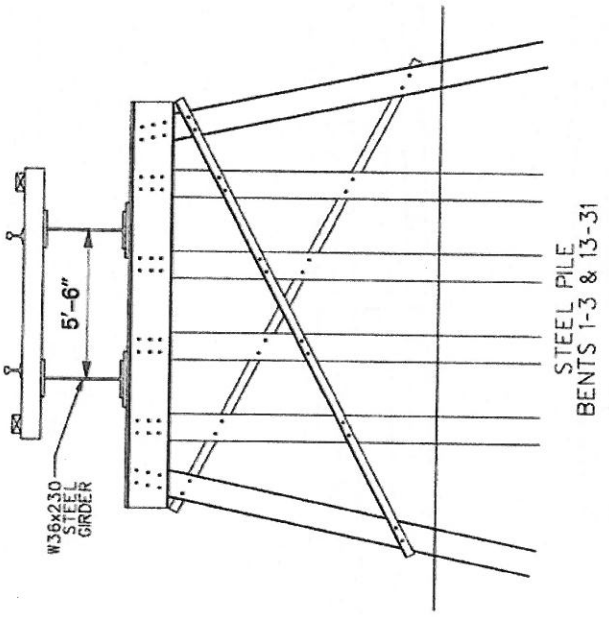
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| BRIDGE INSPECTION REPORT | | MAY 31, 2012 |
|---|---|---|
| BRIDGE NO. 10.0 | TYPICAL SECTION VIEW | PAGE: 1 OF 5 |

Attachment B



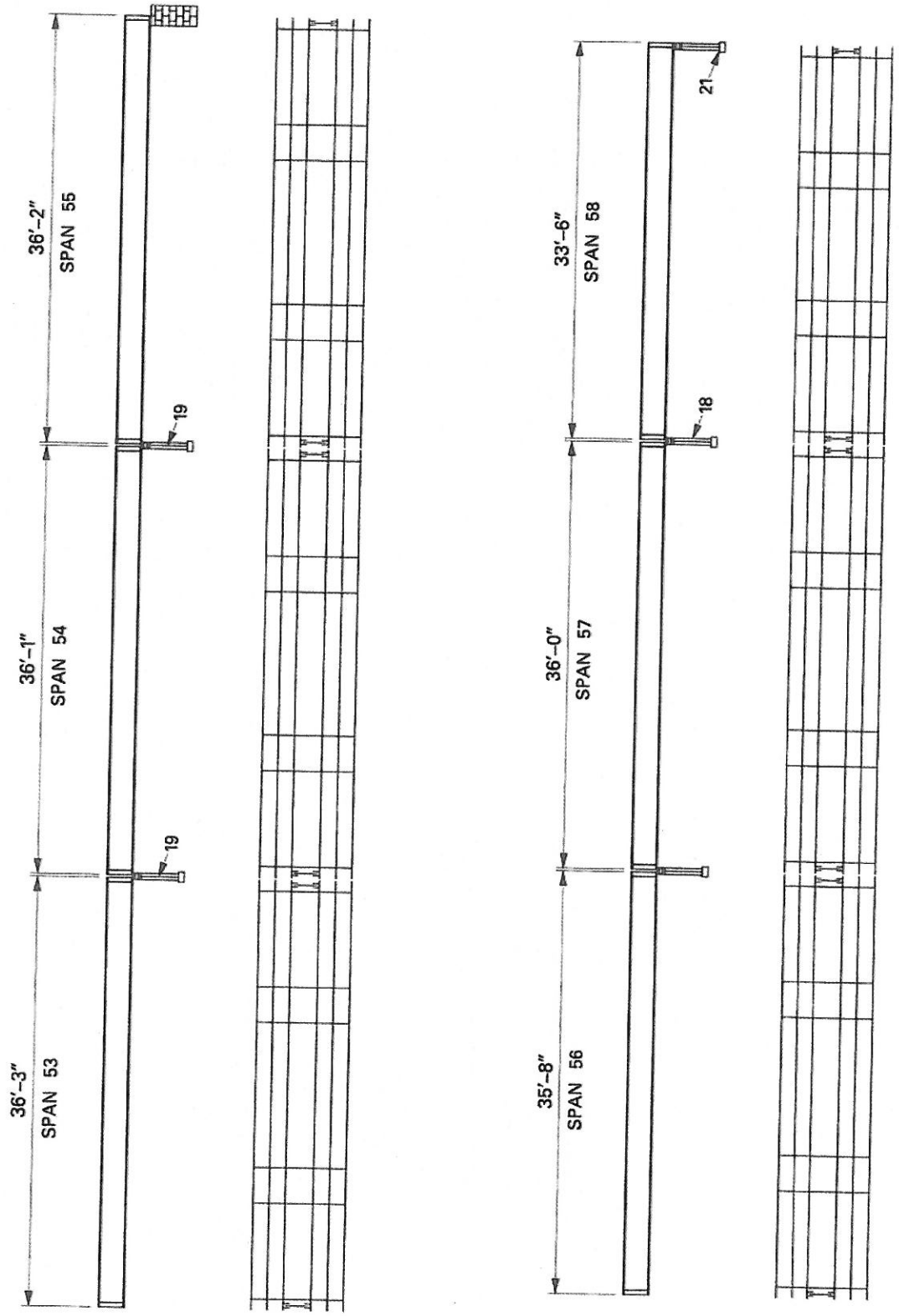
# BRIDGE INVENTORY REPORT

JUNE 4, 2012

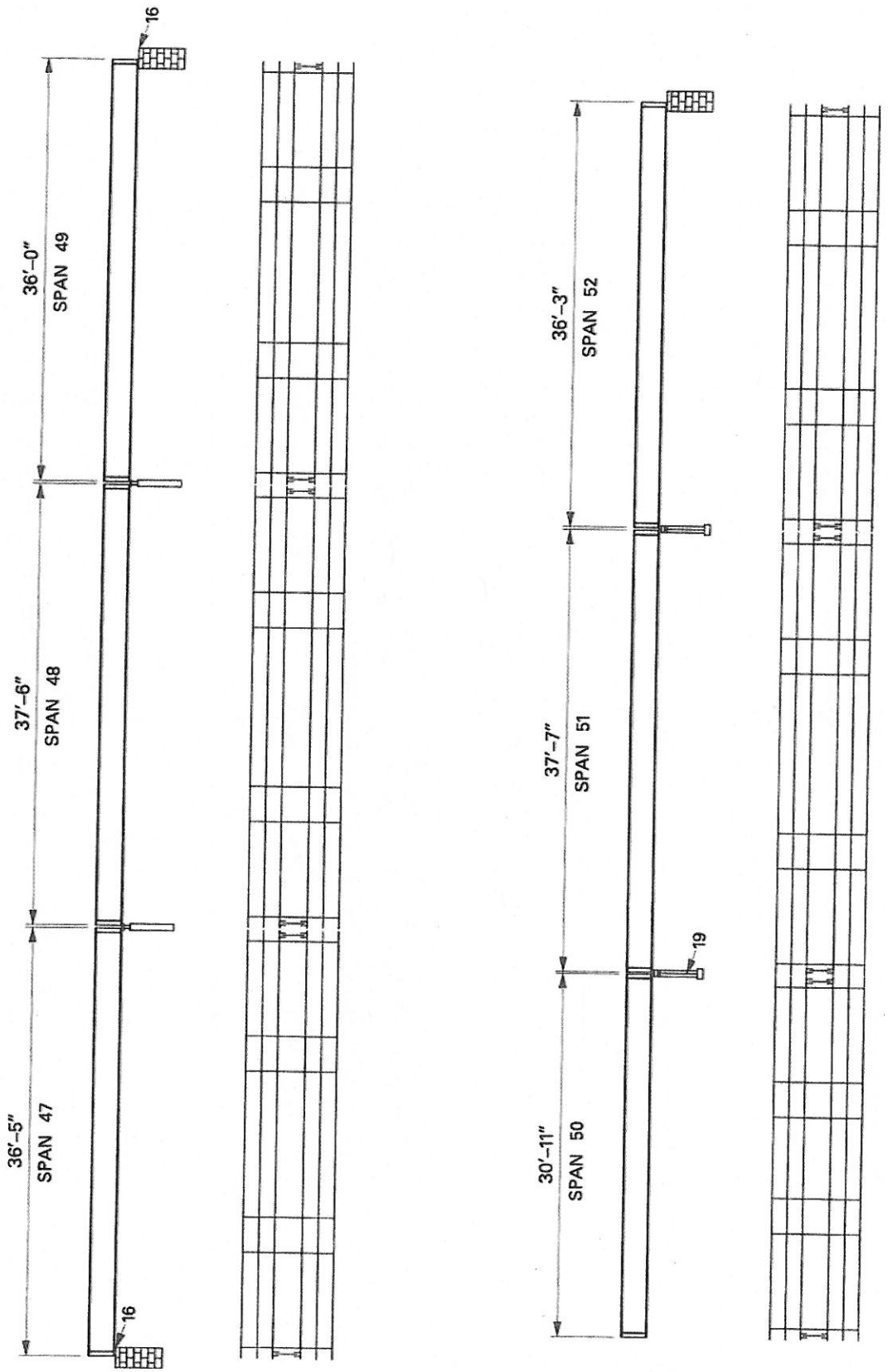
BRIDGE NO. 9.7

PLAN & ELEVATION

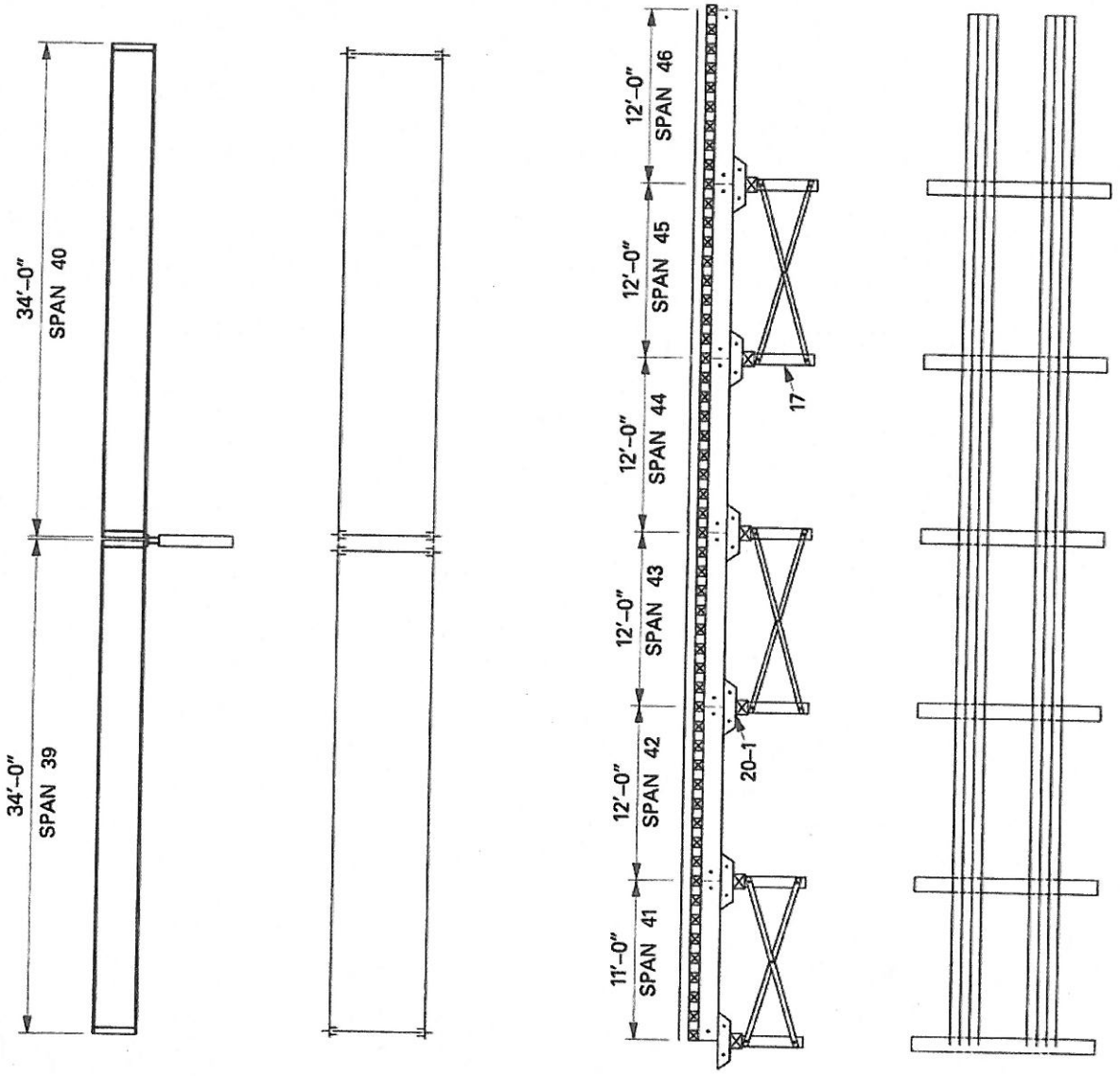




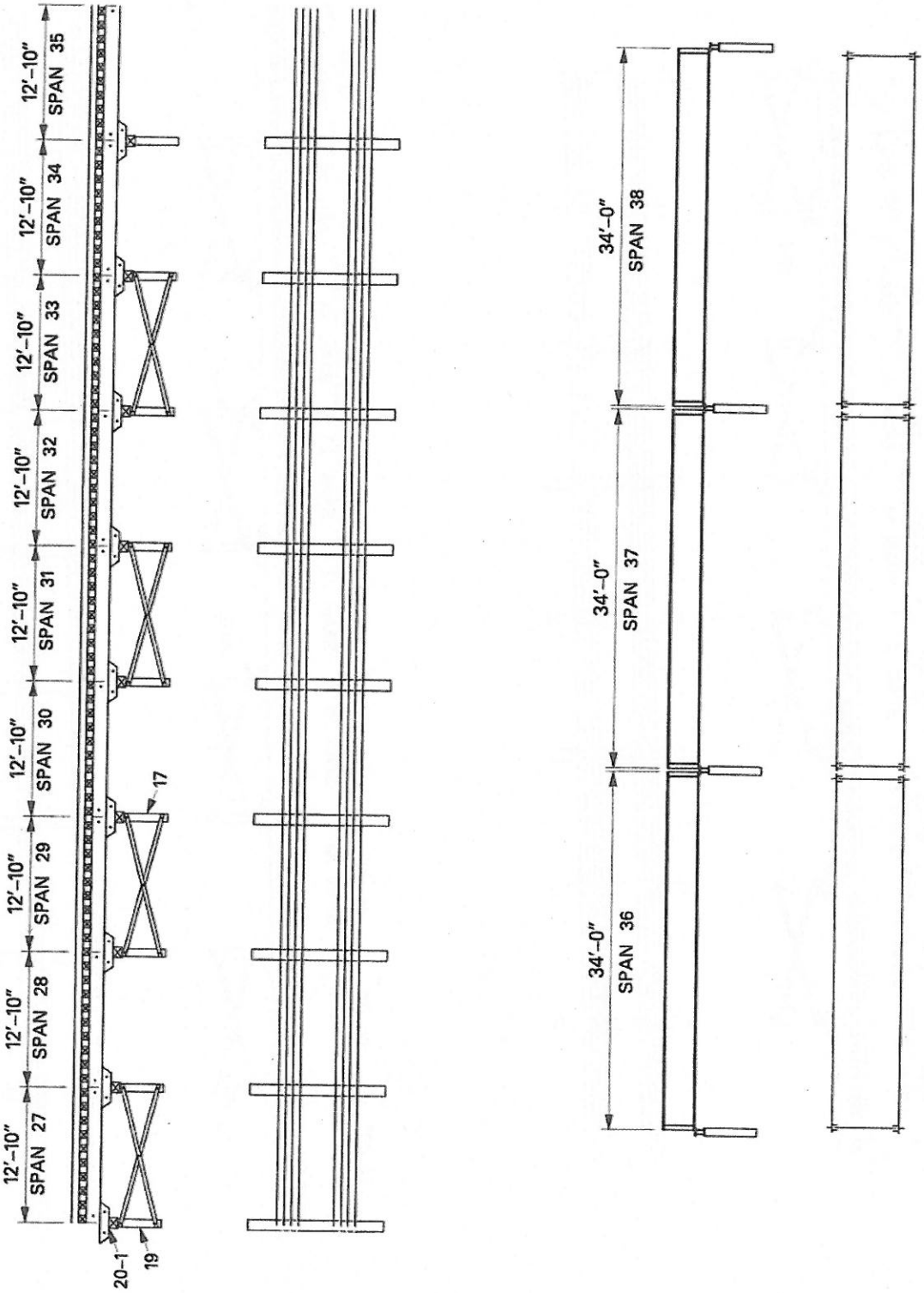
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| BRIDGE NO. 9.7 | PLAN & ELEVATION | PAGE: 6 OF 7 |



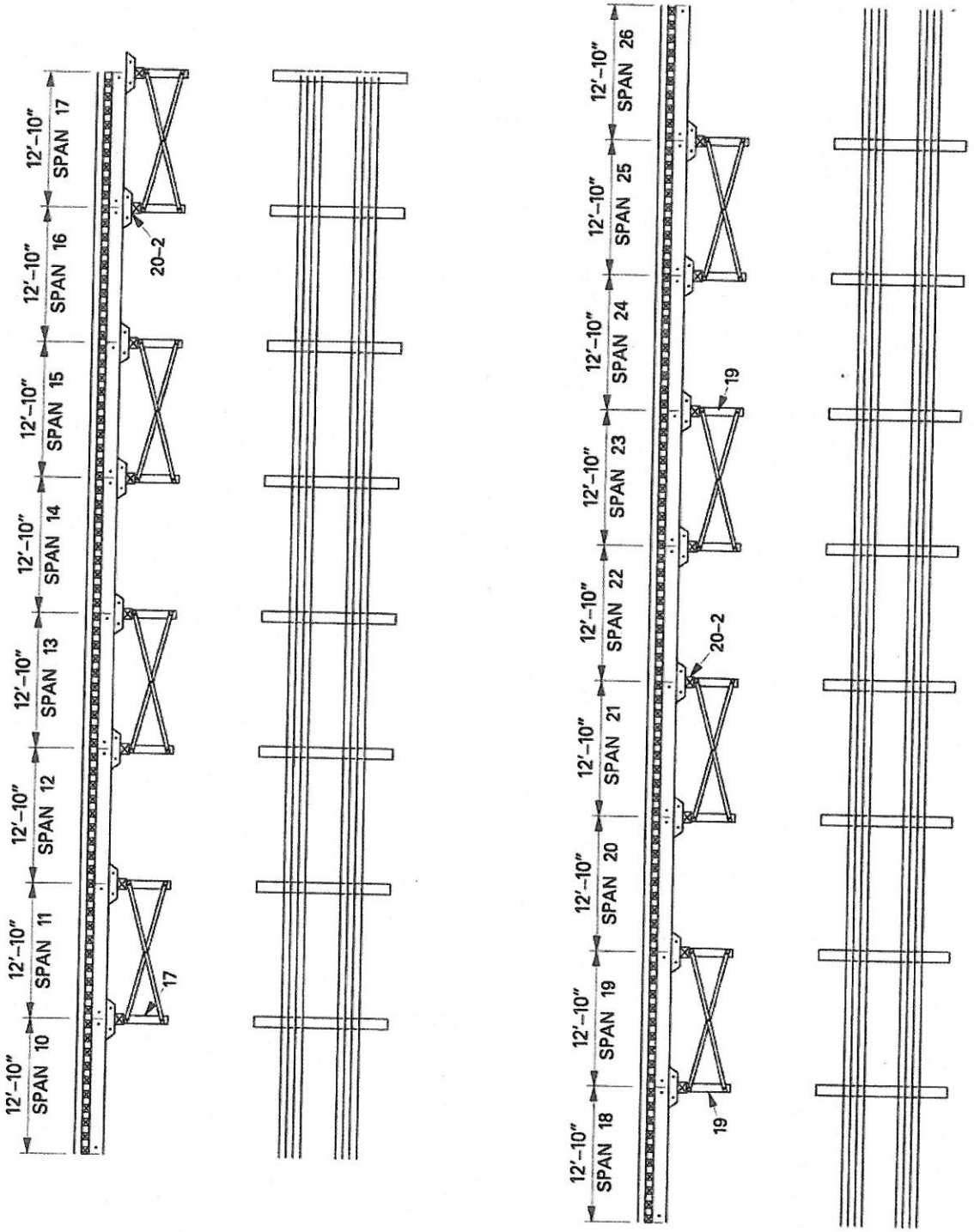
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| BRIDGE NO. 9.7 | PLAN & ELEVATION | PAGE: 5 OF 7 |



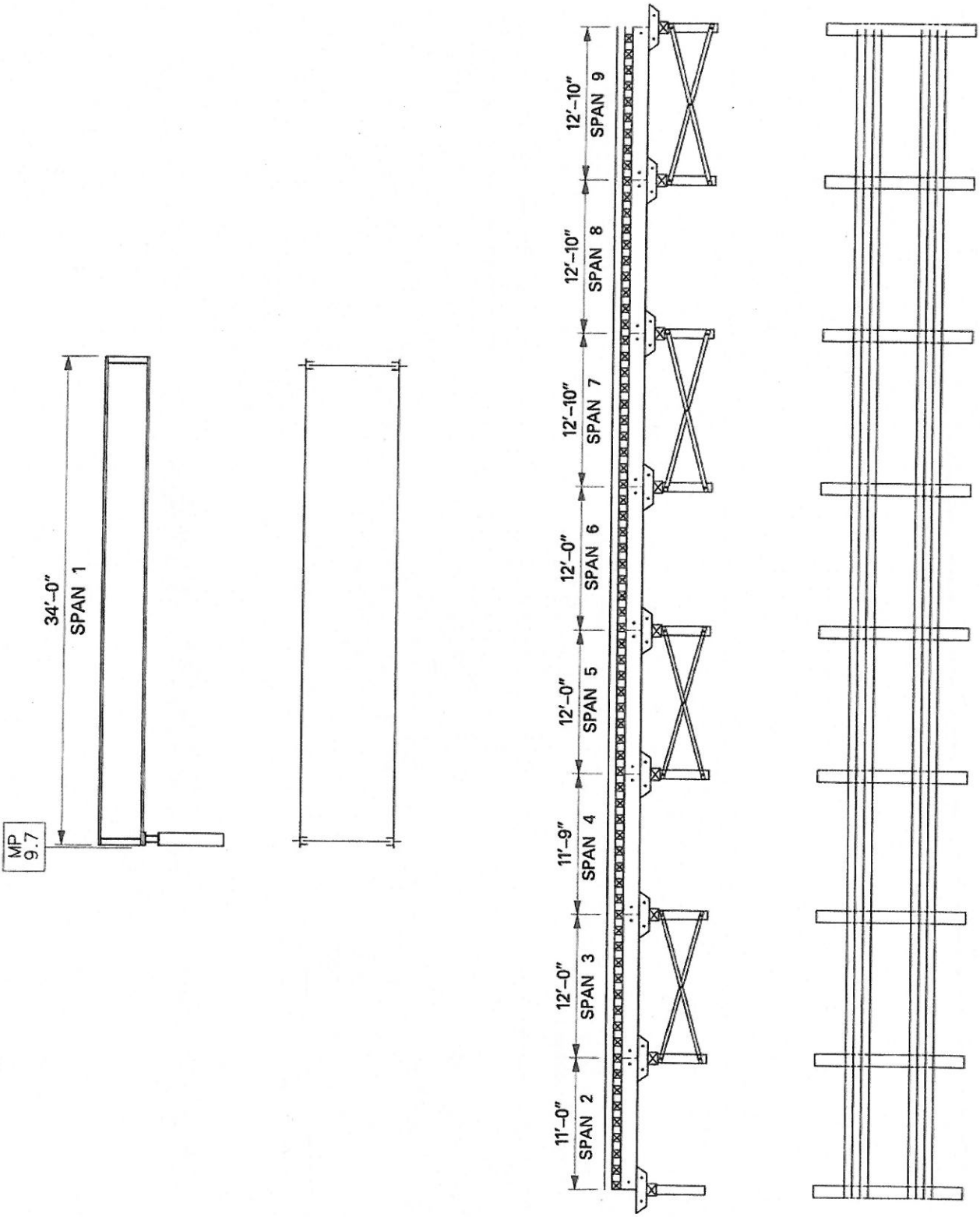
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|---|---|---|
| BRIDGE NO. 9.7 | PLAN & ELEVATION | PAGE: 4 OF 7 |



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| BRIDGE NO. 9.7 | PLAN & ELEVATION | PAGE: 3 OF 7 |

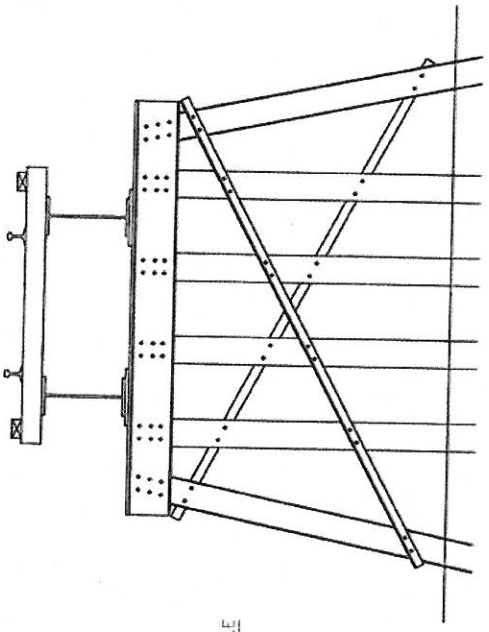


| BRIDGE INVENTORY REPORT | | JUNE 4, 2012 |
|---|---|---|
| BRIDGE NO. 9.7 | PLAN & ELEVATION | PAGE: 2 OF 7 |

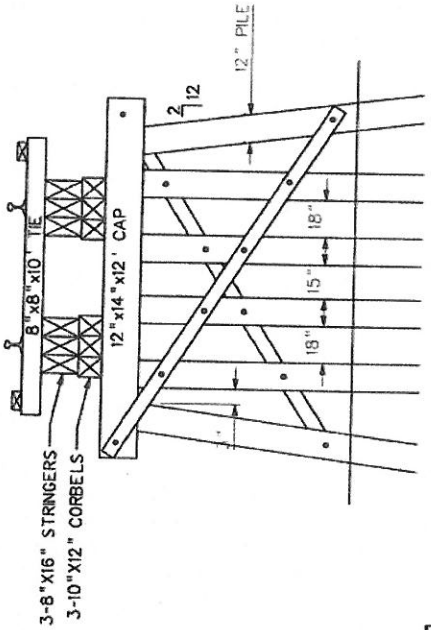


| BRIDGE INVENTORY REPORT | | JUNE 4, 2012 |
|---|---|---|
| BRIDGE NO. 9.7 | TYPICAL SECTION VIEW | PAGE: 1 OF 7 |

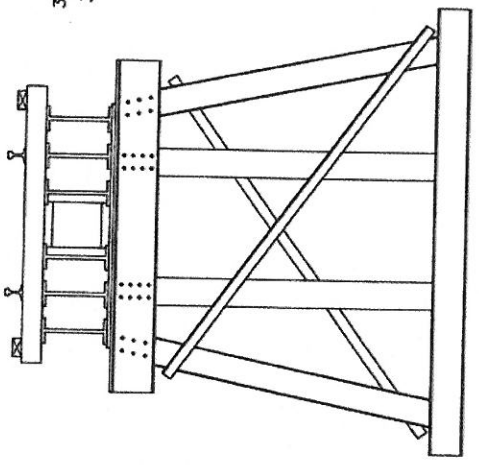
Attachment A



SPAN 1, 36-40: W36X230




SPAN 2-35: 3-PLY 8"X16" TIMBER STRINGERS
SPAN 41-46: 3-PLY 8"X16" TIMBER STRINGERS



SPAN 47-58: 3-PLY G26X138

## 8. MISCELLANEOUS:

**8.1 Contract Manager:** During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours (M-F 6:30 AM EST – 4:30 PM EST) to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

**Contract Manager:** Robert L. Matthews
**Telephone Number:** 301-797-3730
**Fax Number:** 301-797-3740
**Email Address:** rmatthews@amtracmd.com

**6.0 FACILITIES ACCESS:** Performance of Contract Services will require access to the railroad.

**6.1** Vendor must coordinate with the South Branch Valley Railroad for track access. Contact at the SBVR is John Philbrick at 304-538-2305, ext. 224 or John.J.Philbrick@wv.gov.

**6.2** An SBVR employee will provide roadway worker protection for the vendor as well as radio communication with the SBVR control office.

**6.3** Per SBVR instructions, vendor shall make tracks available for train service at the end of each day, unless instructed otherwise by the SBVR. This will be determined by SBVR employee in charge who will assure that vendor has cleared all equipment from the track and spiked the ties for safe passage of trains.

**6.4** Contractor shall arrange for any access from adjacent landowners if needed.

**7. DELIVERY AND RETURN:**

**7.1 Shipment and Delivery:** Contract Items may be delivered to Grace Cabin or to Agency at the Moorefield Office located at 120 Water Plant Drive, Moorefield, WV 26836. Contractor will be responsible for transporting the material to the bridge locations.

**7.2 Late Delivery:** The Agency placing the order under this contract must be notified in writing if the shipment of the Contract Items will be delayed for any reason. Any delay in delivery that could cause harm to an Agency will be grounds for cancellation of the Contract and/or obtaining the Contract Items from a third party.

**7.3 Delivery Payment/Risk of Loss:** Vendor shall deliver the Contract Items F.O.B. destination to the Agency's location.

**3.1.7.6** Contractor shall supply new ¾"x 8" washer head drive spikes.

**3.1.7.7** Contractor shall supply new 6" cut spikes that meet AREMA specifications.

**3.1.7.8** Materials can be delivered to the SBVR Moorefield office/shop. Materials and equipment can be stored at Grace Cabin (MP 8.7). This location has a double-ended side track for on-track equipment and easy vehicular access. Contractor will be responsible for getting materials to the work site.

**3.1.7.9** Old spikes removed during this project will remain the property of the SBVR. They will be gathered and placed in piles at Grace Cabin. Contractor will be responsible for disposal of all used bridge ties and timbers removed from the two bridges.

## 4.0 CONTRACT AWARD:

**4.1 Contract Award:** The Contract is intended to provide Agency with a purchase price for the Contract Services. The Contract shall be awarded to the Vendor that provides the Contract Services meeting the required specifications for the lowest overall total cost as shown on the Pricing Pages.

**4.2 Pricing Page:** Vendor should complete the Pricing Page by listing the unit cost for each item listed on the Pricing Page. Vendor should complete the Pricing Page in full as failure to complete the Pricing Page in its entirety may result in Vendor's bid being disqualified.

Notwithstanding the foregoing, the Purchasing Division may correct errors as it deems appropriate. Vendor should type or electronically enter the information into the Pricing Page to prevent errors in the evaluation.

**5.0 PAYMENT:** Agency shall pay on a percent complete of total contract price, as shown on the Pricing Pages, for all Contract Services performed and accepted under this Contract. Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.

### 3.1.6 Conduct of Work

**3.1.6.1** 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 during daylight hours without traffic. Freight trains do not normally operate on the weekends. An excursion train operated by an outside party operates over Bridges 9.7 and 10.0 one weekend in May and one weekend in June. Construction shall be coordinated with the SRA and conducted in a manner that minimizes rail traffic disruption. Construction activities that disrupt normal rail operations shall be limited to Thursday after the train passes through Monday morning. The track must be made safe for train operations at the end of each day with the exception of an approved downtime from Thursday through Sunday as described above.

**3.1.6.2** SBVR employees will obtain the necessary work authorities and provide radio communications with the SBVR office for the contractor when working on the bridge.

**3.1.6.3** A weekly status report must 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, SRA and SBVR to ensure that all work is completed as stated in the specifications. Final payment will be withheld until this inspection is complete.

### 3.1.7 Materials

**3.1.7.1** Contractor shall supply all bridge ties. They shall be 8"x 8"x 10' Grade 1 Southern Yellow Pine, dense structural 65, creosote pressure-treated to 10# 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 ½" and no more than ½" wider than flange width.

**3.1.7.2** Contractor shall supply all timber outer guard rails. They shall be 4"x 8" Southern Yellow Pine creosote pressure-treated to 12# or refusal. Timber outer guard rails will be sized to fit all the various spans of each bridge.

**3.1.7.3** Contractor shall supply new ¼" thick solid neoprene (no fabric) tie pads.

**3.1.7.4** Contractor shall supply new, galvanized ¾" hook bolts with nuts and washers.

**3.1.7.5** Contractor shall supply new ¾"x 12" washer head drive spikes.

**3.1.5.4** Timber outer guard rail: The timber outer guard rails shall be placed with the inside edge 48 ½" from the centerline of the track. They shall be anchored to each tie with ¾"x 8" 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 Attachment D). 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 to clear the heads of the hook bolts.

**3.1.5.5** Inner Guard Rail: The inner guard rails on both bridges shall be removed and the rail stacked at Grace Cabin.

**3.1.5.6** 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 ½" gage with new 6" cut spikes. They will be spiked to proper alinement without any irregularities. Contractor will be responsible to adjust rail as necessary to eliminate stress that develops as a result of the tie replacement. (Attachment E is SBVR Welded Rail Program). Any new joints made in the rail must be welded by the contractor. Spiking pattern will be six spikes per tie plate. Rails will be box anchored to all ties that are fastened to the bridges. The existing anchors may be reinstalled.

**3.1.5.7** Debris Removal: All debris, drift and other materials found against or around the piers of Bridge 9.7 shall be removed. Material shall also be removed from below the water line. All materials must be disposed of in compliance with all laws, codes and regulations pertaining to the disposal of such materials.

**3.1.2** Contract Services must meet or exceed the mandatory requirements listed below. All work will be performed in accordance with the guidelines as set forth in the AREMA Manual for Railway Engineering.

### 3.1.3 Permits

**3.1.3.1** The SRA will obtain the necessary permits from the Corps of Engineers and West Virginia Conservation Agency.

### 3.1.4 Description of Bridges

**3.1.4.1** Bridge 9.7 crosses the South Branch of the Potomac River approximately five miles north of Romney. It is 1,211.5 feet long and 21.5 feet high. It has 58 spans of which 18 are steel and 40 are timber. It has an open deck with 133RE CWR running rails. The alignment is tangent. (See Attachment A for elevation drawings).

Bridge 10.0 is just south of Bridge 9.7 and crosses the flood plain of the river. It is 765.5 feet long and 23.5 feet high. It has 30 spans of which 20 are steel and 10 are timber. It has an open deck with 133RE CWR running rails. The alignment is tangent. (See Attachment B for elevation drawings).

### 3.1.5 Description of Work

**3.1.5.1** Bridge 9.7: Replace bridge ties and timber outer guard rails on Spans 1, 24 – 35, 39 – 49, 51 and 54 – 55. (See Attachment C for bridge tie chart). Remove inner guard rails from entire bridge. Remove debris from beneath and around the bridge.

**3.1.5.2** Bridge 10.0: Replace bridge ties and timber outer guard rails on entire bridge. (See Attachment C for bridge tie chart). Remove inner guard rails from entire bridge.

**3.1.5.3** 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.

REQUEST FOR QUOTATION
**RMA14018 – Repairs to SBVR Bridges 9.7 and 10.0**

## SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the WV State Rail Authority (SRA) to establish a contract for the repair of Bridges 9.7 and 10.0 on the South Branch Valley Railroad.

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

   **2.1 "Contract Services"** means the repair of Bridges 9.7 and 10.0 on the South Branch Valley Railroad.

   **2.2 "Pricing Page"** means the pages upon which Vendor should list its proposed price for the Contract Services. The Pricing Page is either included on the last page of this RFQ.

   **2.3 "RFQ"** means the official request for quotation published by the Purchasing Division and identified as RMA14018.

   **2.4 "SBVR"** means the South Branch Valley Railroad.

   **2.5 "SRA"** means State Rail Authority.

   **2.6 "AREMA"** means American Railway Engineering and Maintenance-of-Way Association. (www.AREMA.com)

   **2.7 "CWR"** means continuous welded rail.

   **2.8 "GRACE CABIN"** means siding located on Grace Cabin Road off of Route 28 near Springfield, WV.

3. **GENERAL REQUIREMENTS**

   **3.1 Mandatory Contract Item Requirements:**

   Vendor shall have the following minimum qualifications:

   **3.1.1** Previous experience with repair of railroad timber bridge decks that have continuous welded rail. Upon request, vendor must provide examples of similar size and scope of work.

## ADDITIONAL TERMS AND CONDITIONS (Architectural and Engineering Contracts Only)

1. **PLAN AND DRAWING DISTRIBUTION:** All plans and drawings must be completed and available for distribution at least five business days prior to a scheduled pre-bid meeting for the construction or other work related to the plans and drawings.

2. **PROJECT ADDENDA REQUIREMENTS:** The Architect/Engineer and/or Agency shall be required to abide by the following schedule in issuing construction project addenda:

    a. The Architect/Engineer shall prepare any addendum materials for which it is responsible, and a list of all vendors that have obtained drawings and specifications for the project. The Architect/Engineer shall then send a copy of the addendum materials and the list of vendors to the State Agency for which the contract is issued to allow the Agency to make any necessary modifications. The addendum and list shall then be forwarded to the Purchasing Division buyer by the Agency. The Purchasing Division buyer shall send the addendum to all interested vendors and, if necessary, extend the bid opening date. Any addendum should be received by the Purchasing Division at least fourteen (14) days prior to the bid opening date.

3. **PRE-BID MEETING RESPONSIBILITIES:** The Architect/Engineer shall be available to attend any pre-bid meeting for the construction or other work resulting from the plans, drawings, or specifications prepared by the Architect/Engineer.

4. **AIA DOCUMENTS:** Contracts for architectural and engineering services will be governed by the AIA document B101-2007, as amended by the Supplementary Conditions for the State of West Virginia, in addition to the terms and conditions contained herein when procured under Chapter 5G of the West Virginia Code.

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

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

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

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

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

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

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

Vendor should utilize the attached Certified Drug Free Workplace Report Coversheet when submitting the report required hereunder.

4. **AIA DOCUMENTS:** All construction contracts that will be completed in conjunction with architectural services procured under Chapter 5G of the West Virginia Code will be governed by the AIA A101-2007 and A201-2007 or the A107-2007 documents, as amended by the Supplementary Conditions for the State of West Virginia, in addition to the terms and conditions contained herein.

5. **SUBCONTRACTOR LIST SUBMISSION:** In accordance with W. Va. Code § 5-22-1, The apparent low bidder on a contract for the construction, alteration, decoration, painting or improvement of a new or existing building or structure valued at more than $250,000.00 shall submit a list of all subcontractors who will perform more than $25,000.00 of work on the project including labor and materials. This provision shall not apply to any other construction projects, such as highway, mine reclamation, water or sewer projects. Additionally, if no subcontractors who will perform more than $25,000.00 of work are to be used to complete the project, it will be noted on the subcontractor list.

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

i. Bidder's name
ii. Name of each subcontractor
iii. License numbers as required by W. Va. Code § 21-11-1 et. seq.
iv. Notation that no subcontractor will be used to perform more than $25,000.00 of work, when applicable

b. **Submission.** The completed subcontractor list shall be provided to the Purchasing Division within one business day of the opening of bids for review. Failure to submit the subcontractor list within one business day after the deadline for submitting bids shall result in disqualification of the bid.

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

## ADDITIONAL TERMS AND CONDITIONS (Construction Contracts Only)

1. **CONTRACTOR'S LICENSE:** West Virginia Code § 21-11-2 requires that all persons desiring to perform contracting work in this state be licensed. The West Virginia Contractors Licensing Board is empowered to issue the contractor's license. Applications for a contractor's license may be made by contacting the West Virginia Division of Labor.

   West Virginia Code § 21-11-11 requires any prospective Vendor to include the contractor's license number on its bid. Failure to include a contractor's license number on the bid shall result in Vendor's bid being disqualified. Vendors should include a contractor's license number in the space provided below.

   **Contractor's Name:** Amtrac Railroad Contractors of Maryland, Inc.

   **Contractor's License No.** WV020362

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

2. **DRUG-FREE WORKPLACE AFFIDAVIT:** W. Va. Code § 21-1D-5 provides that any solicitation for a public improvement contract requires each Vendor that submits a bid for the work to submit at the same time an affidavit that the Vendor has a written plan for a drug-free workplace policy. To comply with this law, Vendor must either complete the enclosed drug-free workplace affidavit and submit the same with its bid or complete a similar affidavit that fulfills all of the requirements of the applicable code. Failure to submit the signed and notarized drug-free workplace affidavit or a similar affidavit that fully complies with the requirements of the applicable code, with the bid shall result in disqualification of Vendor's bid.

   **2.1 DRUG-FREE WORKPLACE POLICY:** Pursuant to W. Va. Code § 21-1D-4, Vendor and its subcontractors must implement and maintain a written drug-free workplace policy that complies with said article.

   The awarding public authority may cancel this contract if: (1) Vendor fails to implement and maintain a written drug-free workplace policy described in the preceding paragraph, (2) Vendor fails to provide information regarding implementation of its drug-free workplace policy at the request of the public authority; or (3) Vendor provides to the public authority false information regarding the contractor's drug-free workplace policy.

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

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

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a "substantial labor surplus area", as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products.

This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

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

to submit to a fingerprint-based state and federal background inquiry through the state repository. The service provider is responsible for any costs associated with the fingerprint-based state and federal background inquiry.

After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision.

The State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check.

Service providers should contact the West Virginia Division of Protective Services by phone at (304)558-9911 for more information.

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

    a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.

    b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open heath, basic oxygen, electric furnace, Bessemer or other steel making process.

    The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:

    a. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars ($2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or

    b. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.

47. **PURCHASING AFFIDAVIT:** In accordance with West Virginia Code § 5A-3-10a, all Vendors are required to sign, notarize, and submit the Purchasing Affidavit stating that neither the Vendor nor a related party owe a debt to the State in excess of $1,000. The affidavit must be submitted prior to award, but should be submitted with the Vendor's bid. A copy of the Purchasing Affidavit is included herewith.

48. **ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE:** This Contract may be utilized by and extends to other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts ("Other Government Entities"). This Contract shall be extended to the aforementioned Other Government Entities on the same prices, terms, and conditions as those offered and agreed to in this Contract. If the Vendor does not wish to extend the prices, terms, and conditions of its bid and subsequent contract to the Other Government Entities, the Vendor must clearly indicate such refusal in its bid. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.

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

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

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

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

51. **BACKGROUND CHECK:** In accordance with W. Va. Code § 15-2D-3, the Director of the Division of Protective Services shall require any service provider whose employees are regularly employed on the grounds or in the buildings of the Capitol complex or who have access to sensitive or critical information

by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to Vendor.

43. **VENDOR CERTIFICATIONS:** By signing its bid or entering into this Contract, Vendor certifies (1) that its bid was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid for the same material, supplies, equipment or services; (2) that its bid is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this RFQ in its entirety; understands the requirements, terms and conditions, and other information contained herein. Vendor's signature on its bid also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency.

    The individual signing this bid on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

44. **PURCHASING CARD ACCEPTANCE:** The State of West Virginia currently utilizes a Purchasing Card program, administered under contract by a banking institution, to process payment for goods and services. The Vendor must accept the State of West Virginia's Purchasing Card for payment of all orders under this Contract unless the box below is checked.

    ☑ Vendor is not required to accept the State of West Virginia's Purchasing Card as payment for all goods and services.

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

46. **INDEMNIFICATION:** The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered

38. [RESERVED]

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

40. **DISCLOSURE:** Vendor's response to the Solicitation and the resulting Contract are considered public documents and will be disclosed to the public in accordance with the laws, rules, and policies governing the West Virginia Purchasing Division. Those laws include, but are not limited to, the Freedom of Information Act found in West Virginia Code § 29B-1-1 et seq.

    If a Vendor considers any part of its bid to be exempt from public disclosure, Vendor must so indicate by specifically identifying the exempt information, identifying the exemption that applies, providing a detailed justification for the exemption, segregating the exempt information from the general bid information, and submitting the exempt information as part of its bid but in a segregated and clearly identifiable format. Failure to comply with the foregoing requirements will result in public disclosure of the Vendor's bid without further notice. A Vendor's act of marking all or nearly all of its bid as exempt is not sufficient to avoid disclosure and WILL NOT BE HONORED. Vendor's act of marking a bid or any part thereof as "confidential" or "proprietary" is not sufficient to avoid disclosure and WILL NOT BE HONORED. In addition, a legend or other statement indicating that all or substantially all of the bid is exempt from disclosure is not sufficient to avoid disclosure and WILL NOT BE HONORED. Vendor will be required to defend any claimed exemption for nondisclosure in the event of an administrative or judicial challenge to the State's nondisclosure. Vendor must indemnify the State for any costs incurred related to any exemptions claimed by Vendor. Any questions regarding the applicability of the various public records laws should be addressed to your own legal counsel prior to bid submission.

41. **LICENSING:** In accordance with West Virginia Code of State Rules §148-1-6.1.7, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

42. **ANTITRUST:** In submitting a bid to, signing a contract with, or accepting a Purchase Order from any agency of the State of West Virginia, the Vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired

requirements are applicable. The required contract provisions contained in West Virginia Code of State Rules § 42-7-3 are specifically incorporated herein by reference.

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

31. **MODIFICATIONS:** This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary, no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). **No Change shall be implemented by the Vendor until such time as the Vendor receives an approved written change order from the Purchasing Division.**

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

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

34. **ASSIGNMENT:** Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments. Notwithstanding the foregoing, Purchasing Division approval may or may not be required on certain agency delegated or exempt purchases.

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

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

37. **BANKRUPTCY:** In the event the Vendor files for bankruptcy protection, the State of West Virginia may deem this Contract null and void, and terminate this Contract without notice.

failure to submit the Resident Vendor Certification form with its bid will result in denial of Vendor Preference. Vendor Preference does not apply to construction projects.

22. **SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES:** For any solicitations publicly advertised for bid on or after July 1, 2012, in accordance with West Virginia Code §5A-3-37(a)(7) and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to submission of its bid to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.

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

24. **CANCELLATION:** The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-7.16.2.

25. **WAIVER OF MINOR IRREGULARITIES:** The Director reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Code of State Rules § 148-1-4.6.

26. **TIME:** Time is of the essence with regard to all matters of time and performance in this Contract.

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

28. **COMPLIANCE**: Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendors acknowledge that they have reviewed, understand, and will comply with all applicable law.

29. **PREVAILING WAGE:** On any contract for the construction of a public improvement, Vendor and any subcontractors utilized by Vendor shall pay a rate or rates of wages which shall not be less than the fair minimum rate or rates of wages (prevailing wage), as established by the West Virginia Division of Labor under West Virginia Code §§ 21-5A-1 et seq. and available at http://www.sos.wv.gov/administrative-law/wagerates/Pages/default.aspx. Vendor shall be responsible for ensuring compliance with prevailing wage requirements and determining when prevailing wage

other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.

12. **LIQUIDATED DAMAGES:** Vendor shall pay liquidated damages in the amount $1,000.00 for ever calendar day beyond 180 days.

This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy.

13. **ACCEPTANCE/REJECTION:** The State may accept or reject any bid in whole, or in part. Vendor's signature on its bid signifies acceptance of the terms and conditions contained in the Solicitation and Vendor agrees to be bound by the terms of the Contract, as reflected in the Purchase Order, upon receipt.

14. **REGISTRATION:** Prior to Contract award, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division and must have paid the $125 fee if applicable.

15. **COMMUNICATION LIMITATIONS:** In accordance with West Virginia Code of State Rules §148-1-6.6, communication with the State of West Virginia or any of its employees regarding this Solicitation during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited without prior Purchasing Division approval. Purchasing Division approval for such communication is implied for all agency delegated and exempt purchases.

16. **FUNDING:** This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available.

17. **PAYMENT:** Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears, to the Agency at the address on the face of the purchase order labeled "Invoice To."

18. **UNIT PRICE:** Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.

19. **DELIVERY:** All quotations are considered freight on board destination ("F.O.B. destination") unless alternate shipping terms are clearly identified in the bid. Vendor's listing of shipping terms that contradict the shipping terms expressly required by this Solicitation may result in bid disqualification.

20. **INTEREST:** Interest attributable to late payment will only be permitted if authorized by the West Virginia Code. Presently, there is no provision in the law for interest on late payments.

21. **PREFERENCE:** Vendor Preference may only be granted upon written request and only in accordance with the West Virginia Code § 5A-3-37 and the West Virginia Code of State Rules. A Resident Vendor Certification form has been attached hereto to allow Vendor to apply for the preference. Vendor's

The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether or not that insurance requirement is listed above.

☐ **LICENSE(S) / CERTIFICATIONS / PERMITS:** In addition to anything required under the Section entitled Licensing, of the General Terms and Conditions, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits prior to Contract award, in a form acceptable to the Purchasing Division.

☐

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☐

☐

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

9. **LITIGATION BOND:** The Director reserves the right to require any Vendor that files a protest of an award to submit a litigation bond in the amount equal to one percent of the lowest bid submitted or $5,000, whichever is greater. The entire amount of the bond shall be forfeited if the hearing officer determines that the protest was filed for frivolous or improper purpose, including but not limited to, the purpose of harassing, causing unnecessary delay, or needless expense for the Agency. All litigation bonds shall be made payable to the Purchasing Division. In lieu of a bond, the protester may submit a cashier's check or certified check payable to the Purchasing Division. Cashier's or certified checks will be deposited with and held by the State Treasurer's office. If it is determined that the protest has not been filed for frivolous or improper purpose, the bond or deposit shall be returned in its entirety.

10. **ALTERNATES:** Any model, brand, or specification listed herein establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.

11. **EXCEPTIONS AND CLARIFICATIONS:** The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or

☑ **BID BOND:** All Vendors shall furnish a bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.

☑ **PERFORMANCE BOND:** The apparent successful Vendor shall provide a performance bond in the amount of 100% . The performance bond must be issued and received by the Purchasing Division prior to Contract award. On construction contracts, the performance bond must be 100% of the Contract value.

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

In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under $100,000. Personal or business checks are not acceptable.

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

☑ **WORKERS' COMPENSATION INSURANCE:** The apparent successful Vendor shall have appropriate workers' compensation insurance and shall provide proof thereof upon request.

☑ **INSURANCE:** The apparent successful Vendor shall furnish proof of the following insurance prior to Contract award and shall list the state as a certificate holder:

☐ **Commercial General Liability Insurance:**
$1,000,000.00 or more.

☐ **Builders Risk Insurance:** builders risk – all risk insurance in an amount equal to 100% of the amount of the Contract.

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

☐ **Other:** See attached.

4. **NOTICE TO PROCEED:** Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed Purchase Order will be considered notice to proceed

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

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

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

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

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

6. **PRICING:** The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification.

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

8. **REQUIRED DOCUMENTS:** All of the items checked below must be provided to the Purchasing Division by the Vendor as specified below.

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

☐ **Term Contract**

**Initial Contract Term:** This Contract becomes effective on

and extends for a period of year(s).

**Renewal Term**: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal must be submitted to the Purchasing Division Director thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Renewal of this Contract is limited to successive one (1) year periods. Automatic renewal of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases. Attorney General approval may be required for vendor terms and conditions.

**Reasonable Time Extension**: At the sole discretion of the Purchasing Division Director, and with approval from the Attorney General's office (Attorney General approval is as to form only), this Contract may be extended for a reasonable time after the initial Contract term or after any renewal term as may be necessary to obtain a new contract or renew this Contract. Any reasonable time extension shall not exceed twelve (12) months. Vendor may avoid a reasonable time extension by providing the Purchasing Division Director with written notice of Vendor's desire to terminate this Contract 30 days prior to the expiration of the then current term. During any reasonable time extension period, the Vendor may terminate this Contract for any reason upon giving the Purchasing Division Director 30 days written notice. Automatic extension of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases, but Attorney General approval may be required.

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

☑ **Fixed Period Contract:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within 180 days.

## GENERAL TERMS AND CONDITIONS:

1. **CONTRACTUAL AGREEMENT:** Issuance of a Purchase Order signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.

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

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

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

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

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

   **2.5 "Purchase Order"** means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the successful bidder and Contract holder.

   **2.6 "Solicitation"** means the official solicitation published by the Purchasing Division and identified by number on the first page thereof.

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

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

The bid should contain the information listed below on the face of the envelope or the bid may not be considered:

SEALED BID
BUYER: _____
SOLICITATION NO.: _____
BID OPENING DATE: _____
BID OPENING TIME: _____
FAX NUMBER: _____

In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal plus _____ convenience copies of each to the Purchasing Division at the address shown above. Additionally, the Vendor should identify the bid type as either a technical or cost proposal on the face of each bid envelope submitted in response to a request for proposal as follows:

BID TYPE: ☐ Technical
☐ Cost

7. **BID OPENING:** Bids submitted in response to this Solicitation will be opened at the location identified below on the date and time listed below. Delivery of a bid after the bid opening date and time will result in bid disqualification. For purposes of this Solicitation, a bid is considered delivered when time stamped by the official Purchasing Division time clock.

Bid Opening Date and Time: April 24, 2014 at 1:30 PM EST

Bid Opening Location: Department of Administration, Purchasing Division
2019 Washington Street East
Charleston, WV 25305-0130

8. **ADDENDUM ACKNOWLEDGEMENT:** Changes or revisions to this Solicitation will be made by an official written addendum issued by the Purchasing Division. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgment Form, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

9. **BID FORMATTING:** Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.

All Vendors should arrive prior to the starting time for the pre-bid. Vendors who arrive after the starting time but prior to the end of the pre-bid will be permitted to sign in, but are charged with knowing all matters discussed at the pre-bid.

Questions submitted at least five business days prior to a scheduled pre-bid will be discussed at the pre-bid meeting if possible. Any discussions or answers to questions at the pre-bid meeting are preliminary in nature and are non-binding. Official and binding answers to questions will be published in a written addendum to the Solicitation prior to bid opening.

4. **VENDOR QUESTION DEADLINE:** Vendors may submit questions relating to this Solicitation to the Purchasing Division. Questions must be submitted in writing. All questions must be submitted on or before the date listed below and to the address listed below in order to be considered. A written response will be published in a Solicitation addendum if a response is possible and appropriate. Non-written discussions, conversations, or questions and answers regarding this Solicitation are preliminary in nature and are non-binding.

Question Submission Deadline: April 10, 2014 5:00 PM EST

Submit Questions to: Beth A. Collins
2019 Washington Street, East
Charleston, WV 25305
Fax: 304-558-3970
Email: beth.a.collins@wv.gov

5. **VERBAL COMMUNICATION:** Any verbal communication between the Vendor and any State personnel is not binding, including that made at the mandatory pre-bid conference. Only information issued in writing and added to the Solicitation by an official written addendum by the Purchasing Division is binding.

6. **BID SUBMISSION:** All bids must be signed and delivered by the Vendor to the Purchasing Division at the address listed below on or before the date and time of the bid opening. Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason. The Purchasing Division will not accept bids, modification of bids, or addendum acknowledgment forms via e-mail. Acceptable delivery methods include hand delivery, delivery by courier, or facsimile. The bid delivery address is:

Department of Administration, Purchasing Division
2019 Washington Street East
Charleston, WV 25305-0130

## INSTRUCTIONS TO VENDORS SUBMITTING BIDS

1. **REVIEW DOCUMENTS THOROUGHLY:** The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.

2. **MANDATORY TERMS:** The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.

3. **PREBID MEETING:** The item identified below shall apply to this Solicitation.

☐ A pre-bid meeting will not be held prior to bid opening.

☐ A **NON-MANDATORY PRE-BID** meeting will be held at the following place and time:

☑ A **MANDATORY PRE-BID** meeting will be held at the following place and time:

March 27th at 10:00 AM EST
WV State Rail Authority - Conference Room
120 Water Plant Drive
Moorefield, WV 26836
Field inspection to bridge site will follow meeting.

All Vendors submitting a bid must attend the mandatory pre-bid meeting. Failure to attend the mandatory pre-bid meeting shall result in disqualification of the Vendor's bid. No one person attending the pre-bid meeting may represent more than one Vendor.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. The State will not accept any other form of proof or documentation to verify attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing. Additionally, the person attending the pre-bid meeting should include the Vendor's E-Mail address, phone number, and Fax number on the attendance sheet. It is the Vendor's responsibility to locate the attendance sheet and provide the required information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

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

# Solicitation

| NUMBER | PAGE |
|---|---|
| RMA14018 | 1 |

ADDRESS CORRESPONDENCE TO ATTENTION OF:
BETH COLLINS
304-558-2306

VENDOR
*709023822 301-797-3730
AMTRAC RAILROAD CONTRACTORS OF
9436 EARLEY DR

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
03/05/2014

BID OPENING DATE: 04/24/2014 BID OPENING TIME 1:30PM

| LINE | QUANTITY | UOP | CAT NO. | ITEM NUMBER | UNIT PRICE | AMOUNT |
|---|---|---|---|---|---|---|
| 0001 | 1 | EA | | 968-19 | $487,716.00 | $487,716.00 |

CONTRACT FOR REPAIR OF BRIDGES 9.7 AND 10.0 /SBVR

REQUEST FOR QUOTATION
(RFQ)
CONSTRUCTION REPAIR TO BRIDGES 9.7 AND 10.0

THE WEST VIRGINIA PURCHASING DIVISION, FOR THE AGENCY THE WEST VIRGINIA STATE RAIL AUTHORITY IS SOLICITING BIDS FOR THE REPAIR TO BRIDGES 9.7 AND 10.0 ON THE SOUTH BRANCH VALLEY RAILROAD PER THE ATTACHED DOCUMENTATION.

****** THIS IS THE END OF RFQ RMA14018 ****** TOTAL: $487,716.00

SIGNATURE [signature] TELEPHONE 301-797-3730 DATE 5/7/2014

TITLE Vice President FEIN 35-1649116 ADDRESS CHANGES TO BE NOTED ABOVE

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

## ADDENDUM ACKNOWLEDGEMENT FORM
**SOLICITATION NO.:** RMA14018

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

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

**Addendum Numbers Received:**
(Check the box next to each addendum received)

| | | | |
|---|---|---|---|
| [X ] | Addendum No. 1 | [ ] | Addendum No. 6 |
| [X ] | Addendum No. 2 | [ ] | Addendum No. 7 |
| [X ] | Addendum No. 3 | [ ] | Addendum No. 8 |
| [ ] | Addendum No. 4 | [ ] | Addendum No. 9 |
| [ ] | Addendum No. 5 | [ ] | Addendum No. 10 |

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that 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.

Amtrac Railroad Contractors of Maryland, Inc.
Company

Authorized Signature

May 7, 2014
Date

NOTE: This addendum acknowledgement should be submitted with the bid to expedite document processing.
Revised 6/8/2012

**SIGN IN SHEET**



**Request for Proposal No.** RMA 14018

**PLEASE PRINT**

Date: 3/27/14

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

| FIRM & REPRESENTATIVE NAME | MAILING ADDRESS | TELEPHONE & FAX NUMBERS |
|---|---|---|
| Company: Railworks track Systems<br>Rep: Bill Henry<br>Email Address: BHENRY@Railworks.com | 515 Staghorn Court<br>Alpharetta GA 30004 | PHONE 330 720 6420<br>TOLL FREE<br>FAX 770 740 0384 |
| Company: Atlas Railroad Const<br>Rep: Ken Burnett<br>Email Address: ryan.peery@gwrr.com | 1570 Washington Pk Suite 2002<br>Bridgeville PA 15017 | PHONE 412-677-2020<br>TOLL FREE<br>FAX 412-677-2021 |
| Company: Osmose Railroad Services<br>Rep: Eric Lewis<br>Email Address: elewis@osmose.com | 4546 Tompkins Dr<br>Madison, WI 53716 | PHONE 770-233-4701<br>TOLL FREE<br>FAX 608-221-1618 |
| Company: Queen City Railroad Const<br>Rep: Mark Edmands<br>Email Address: medmands@qcik.com | 2709 Byington Solway<br>Knoxville TN 37931 | PHONE 865 692 1902<br>TOLL FREE<br>FAX 865 694 6356 |
| Company:<br>Rep:<br>Email Address: | | PHONE<br>TOLL FREE<br>FAX |

**SIGN IN SHEET**



**Request for Proposal No.** RMA 14018 **PLEASE PRINT** Date: 3/27/14

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

| FIRM & REPRESENTATIVE NAME | MAILING ADDRESS | TELEPHONE & FAX NUMBERS |
|---|---|---|
| Company: AMTRAC RAILROAD CONTRACTORS | 9436 EAGLEY DRIVE | PHONE 301-797-3730 |
| Rep: BOB MATTHEWS | HAGERSTOWN, MD 21740 | TOLL FREE |
| Email Address: RMATTHEWS@AMTRACMD.COM | | FAX 301-797-3740 |
| Company: AMERICAN RAIL ROAD | 2870 NORMANDY DR | PHONE 770-393-0110 |
| Rep: PAYNE RAWLAND | ATLANTA GA 30305 | TOLL FREE |
| Email Address: AMERICAN RAIL@AH.NET | | FAX 770-393-0110 |
| Company: G.W. Peoples Cont Co | 600 N. Bell Ave | PHONE 412-276-2341 |
| Rep: Johnny Wharton | Carnegie PA | TOLL FREE |
| Email Address: bfraye@GWPeoples.com | | FAX 412.276-2325 |
| Company: CTW | P.O. BOX 129 | PHONE 804-725-1111 |
| Rep: GEORGE ANDERSON | FORT HA-LWOOD, VA | TOLL FREE |
| Email Address: GEORGE@CTWLLC.CO | 23138 | FAX 804-725-1045 |
| Company: Railworks track System | 515 Staghorn Court | PHONE 330 720 5126 |
| Rep: Jerry Onhiser | Alpharetta GA 30004 | TOLL FREE |
| Email Address: JONHISER@Railworks.com | | FAX 770 740 0384 |

16. When will the state issue the notice to proceed?

Answer: The vendor will be given the notice to proceed when the purchase order is issued. Vendor will have 180 days after receipt of notice to proceed to complete the contract.

17. The RFQ states that Purchasing will accept bid submissions by fax. If this is so, how do you handle the corporate or notary seal?

Answer: Bid submissions may be faxed to Purchasing at (304) 558-3970. You may pencil over the seal and it should copy, then fax the document. It is highly encouraged though to still mail those documents.

18. Are the pages contractors are to submit as their bid the signed/completed solicitation page, page 18 (license #) and pages 59, 60, 61 and 62?

Answer: That is correct, however each addendum may have additional documents you will need to submit with your bid.

8. What spiking pattern is to be used?

Answer: There are to be four spikes per tie plate, not six as stated in the RFQ.

9. Is there a tax exemption for materials used on this project?

Answer: No, the state's tax exempt status cannot be used by the contractor.

10. Can we have a list of the pre-bid meeting attendees?

Answer: The sign-in sheets are attached.

11. What is the warranty/guarantee term for the work/materials for this project?

Answer: One year after completion of the project.

12. Can addendums be sent via email?

Answer: No. They are mailed or faxed to those in attendance of the mandatory pre-bid list.

13. Are the bid bonds in the name of the State of West Virginia with the Purchasing Division address?

Answer: Yes

14. Any special bid bond form required? Performance & payment bond forms?

Answer: The bid bond form and instructions will be included in this addendum, however the labor/material, performance and proof of adequate commercial general liability insurance will be pursued prior to contract award. These do not have to be included with the bid. Those forms and instructions will be sent to the vendor prior to award.

15. Is builder risk insurance required?

Answer: No.

Addendum #2 – RMA 14018 – Repair of SBVR Bridges 9.7 and 10.0

1. Do we plug holes left by removal of inner guard rail from ties that are not replaced?

Answer: Yes.

2. Is rail to be anchored on bridge as stated in the RFQ or left unanchored on the bridge with anchors only on the approaches?

Answer: Rail shall be anchored on the bridge as described in the RFQ.

3. Are all ties to be 8"X 8" X 10" or will the size be varied for dapping?

Answer: All ties will be 8" X 8" X 10' regardless of dapping.

4. Who will prepare the dapping plans for the bridge ties?

Answer: The contractor will be responsible for the dapping plans.

5. What is the correct total length of Bridge 10.0?

Answer: The bridge is 791.2 feet long based on sum of individual span lengths. This is longer than the original length of 765.5 feet because of flood repairs made in 1986 – 1987.

6. What size tie pads are to be used?

Answer: 8" X 16" X ¼"

7. In what county and town are the bridges located?

Answer: They are in Hampshire County and the nearest town is Springfield, WV.

# ATTACHMENT A

# SOLICITATION NUMBER: RMA14018
# Addendum Number: 02

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

**Applicable Addendum Category:**

[✓] Modify bid opening date and time

[ ] Modify specifications of product or service being sought

[✓] Attachment of vendor questions and responses

[✓] Attachment of pre-bid sign-in sheet

[ ] Correction of error

[ ] Other

**Description of Modification to Solicitation:**

This addendum is to provide answers to vendor submitted questions.

This addendum is also to modify the bid opening date to May 8, 2014 at 1:30 PM, EST.

This addendum is issued to provide a copy of the mandatory pre-bid sign-in sheet.

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

**Terms and Conditions:**

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.

2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

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

# Solicitation

| NUMBER | PAGE |
|---|---|
| RMA14018 | 1 |

ADDRESS CORRESPONDENCE TO ATTENTION OF:
BETH COLLINS
304-558-2157

RFQ COPY
TYPE NAME/ADDRESS HERE

VENDOR
Amtrac Railroad Contractors of Maryland, Inc.
9436 Earley Drive
Hagerstown, MD 21740

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

DATE PRINTED: 04/21/2014
BID OPENING DATE: 05/08/2014 BID OPENING TIME 1:30PM

| LINE | QUANTITY | UOP | CAT. NO. | ITEM NUMBER | UNIT PRICE | AMOUNT |
|---|---|---|---|---|---|---|
| | | | | ADDENDUM NO. 02 | | |
| | | | | THIS ADDENDUM IS ISSUED TO MODIFY THE ORIGINAL SOLICITATION PER THE ATTACHED DOCUMENTATION. | | |
| 0001 | 1 | EA | 968-19 | CONTRACT FOR REPAIR OF BRIDGES 9.7 AND 10.0 /SBVR | $487,716.00 | $487,716.00 |
| | | | | ****** THIS IS THE END OF RFQ RMA14018 ****** TOTAL: | | $487,716.00 |

SIGNATURE
TELEPHONE 301-797-3730
DATE May 7, 2014
TITLE Vice President
FEIN 35-1649116
ADDRESS CHANGES TO BE NOTED ABOVE

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

## ADDENDUM ACKNOWLEDGEMENT FORM
## SOLICITATION NO.: 03

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

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

**Addendum Numbers Received:**
(Check the box next to each addendum received)

| | | | |
|---|---|---|---|
| [X ] | Addendum No. 1 | [ ] | Addendum No. 6 |
| [X ] | Addendum No. 2 | [ ] | Addendum No. 7 |
| [X ] | Addendum No. 3 | [ ] | Addendum No. 8 |
| [ ] | Addendum No. 4 | [ ] | Addendum No. 9 |
| [ ] | Addendum No. 5 | [ ] | Addendum No. 10 |

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that 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.

Amtrac Railroad Contractors of Maryland, Inc.
Company

Authorized Signature
Robert L. Matthews - Vice President

May 7, 2014
Date

NOTE: This addendum acknowledgement should be submitted with the bid to expedite document processing.
Revised 6/8/2012

**WV-73**
Rev. 08/2013

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

**STATE OF ~~WEST VIRGINIA~~** Maryland

**COUNTY OF** Washington **, TO-WIT:**

I, Robert L. Matthews, after being first duly sworn, depose and state as follows:

1. I am an employee of Amtrac Railroad Contractors of Maryland, Inc. (Company Name); and,

2. I do hereby attest that Amtrac Railroad Contractors of Maryland, Inc. (Company Name)

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

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

By: _____

Title: Robert L. Matthews - Vice President

Company Name: Amtrac Railroad Contractors of Maryland, Inc.

Date: May 7, 2014

Taken, subscribed and sworn to before me this 7th day of May, 2014.

By Commission expires November 22, 2015

(Seal)

_____
(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.**

# Amtrac Railroad Contractors of Maryland, Inc.

- Certified Laboratory:

Health @Work
10715 Downsville Pike
Suite 100
Hagerstown, MD 21740
Office: 240-313-9910
Fax: 240-313-9915

- Amtrac has employed on average 40 to 45 employees per month for the timeframe of January 1, 2013 through March 30, 2014.

- Amtrac has experienced the following drug testing results for the timeframe of January 1, 2013 through March 30, 2014:

Pre-employment and new hires:

| | |
|---|---|
| Positive Results | 2 |
| Negative Results | 61 |

Reasonable Suspicion:

| | |
|---|---|
| Positive Results | 0 |
| Negative Results | 0 |

Post-accident:

| | |
|---|---|
| Positive Results | 0 |
| Negative Results | 5 |

Random (Our driver's Consortium):

| | |
|---|---|
| Positive Results | 0 |
| Negative Results | 2 |