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
RFQ COPY
TYPE NAME/ADDRESS HERE

GW PEOPLES CONTRACTING
600 N BELL AVE, STE 210
CARNEGIE PA 15106

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

DATE PRINTED
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		$ 680,696.00

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: $ 680,696.00

05/07/14 10:18:20AM
West Virginia Purchasing Division

SIGNATURE		TELEPHONE	DATE
William E. Frey	WILLIAM E. FREY, JR.	412-276-2342 Ext. 101	5/6/2014
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE	
Vice President of Operations	25-1365856		

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

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.

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
[X] 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

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.

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.

☐ **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.

☑ **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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☐

☐

☐

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

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

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

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.

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

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

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

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.

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.

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: G.W. Peoples Contracting Company, Inc.

   Contractor's License No. WV040069

   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:

(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:

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.

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.

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.

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.

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.

3.1.6 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.

3.1.7.6 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.

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.

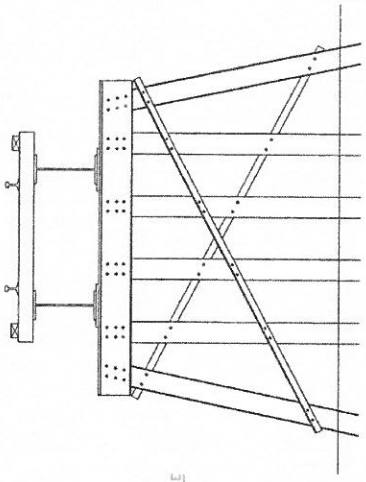
8. MISCELLANEOUS:

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.

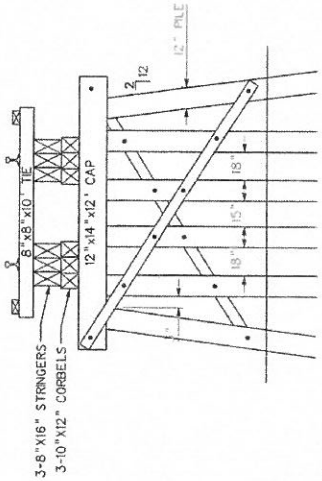
Contract Manager: William E. Frey, Jr.
Telephone Number: 412-276-2342 Ext. 101
Fax Number: 412-276-2325
Email Address: bfrey@gwpeoples.com

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

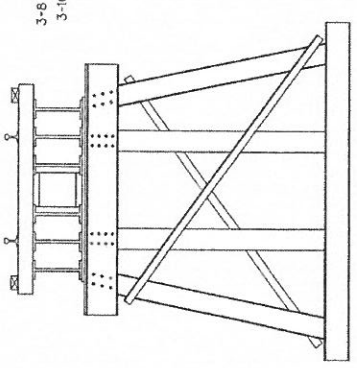
Attachment A



SPAN 1, 36-40: W36X230

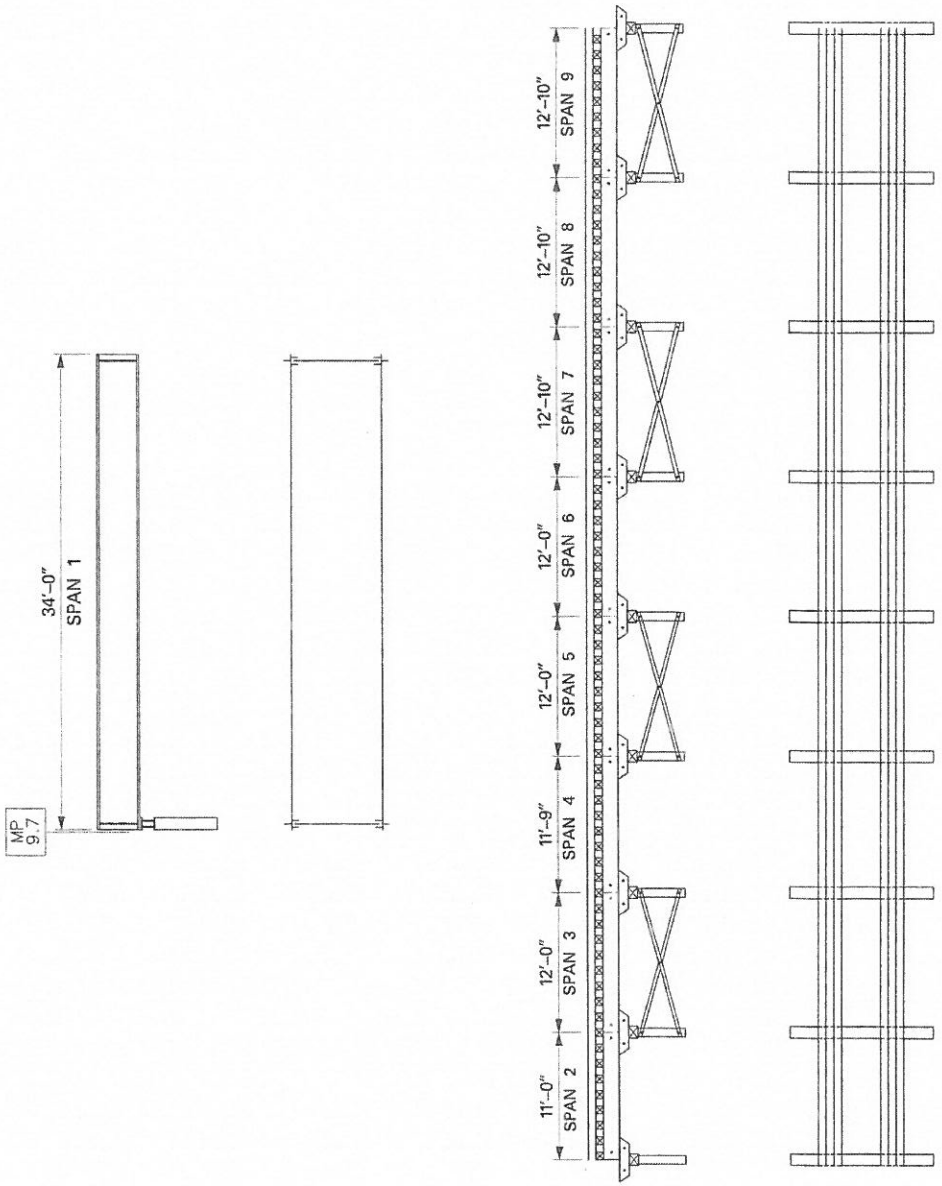


SPAN 2-35: 3-PLY 8"X16" TIMBER STRINGERS
SPAN 41-46: 3-PLY 8"X16" TIMBER STRINGERS

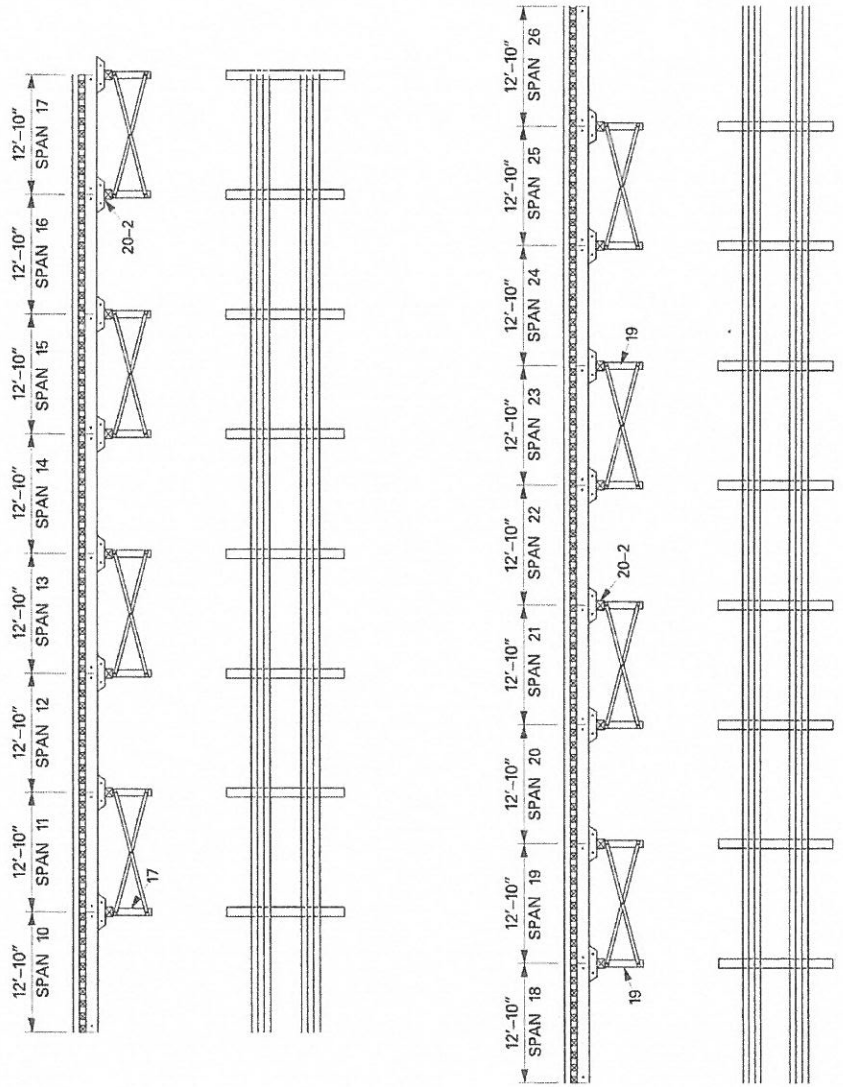


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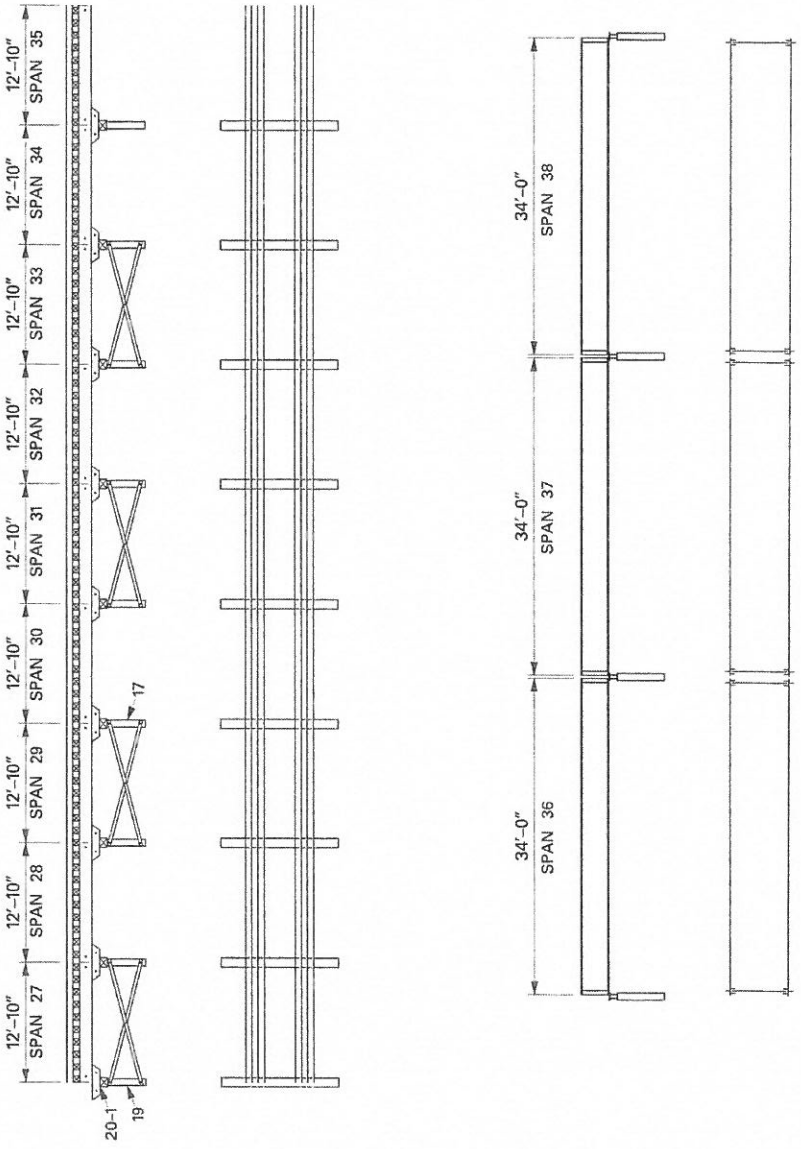
BRIDGE INVENTORY REPORT		JUNE 4, 2012
BRIDGE NO. 9.7	PLAN & ELEVATION	PAGE: 2 OF 7



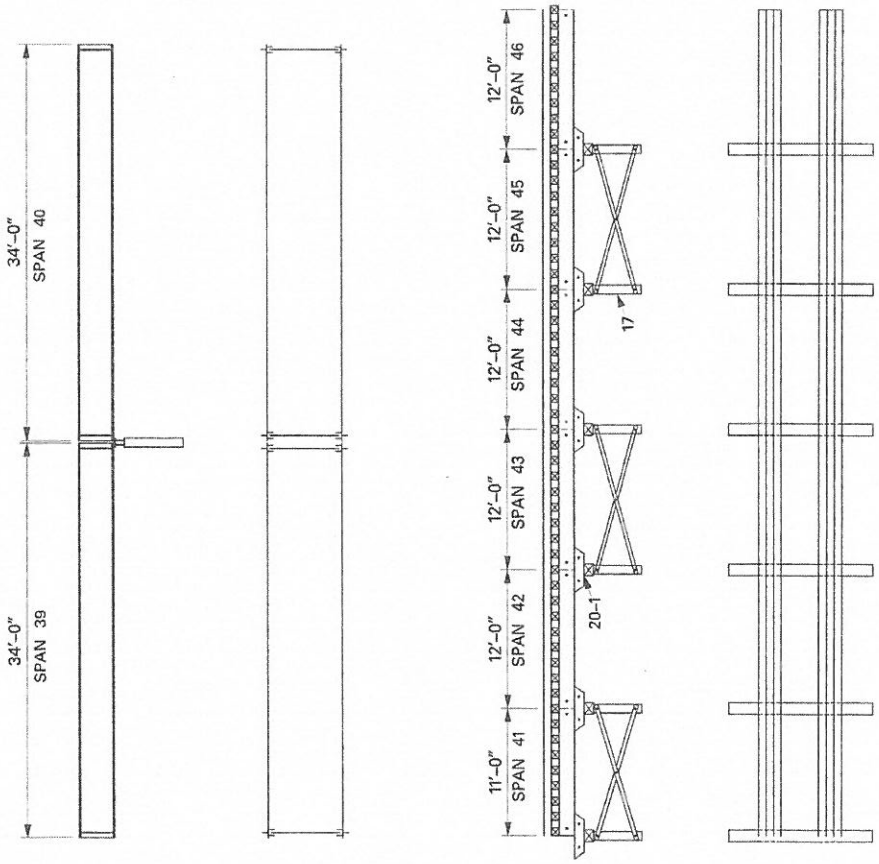
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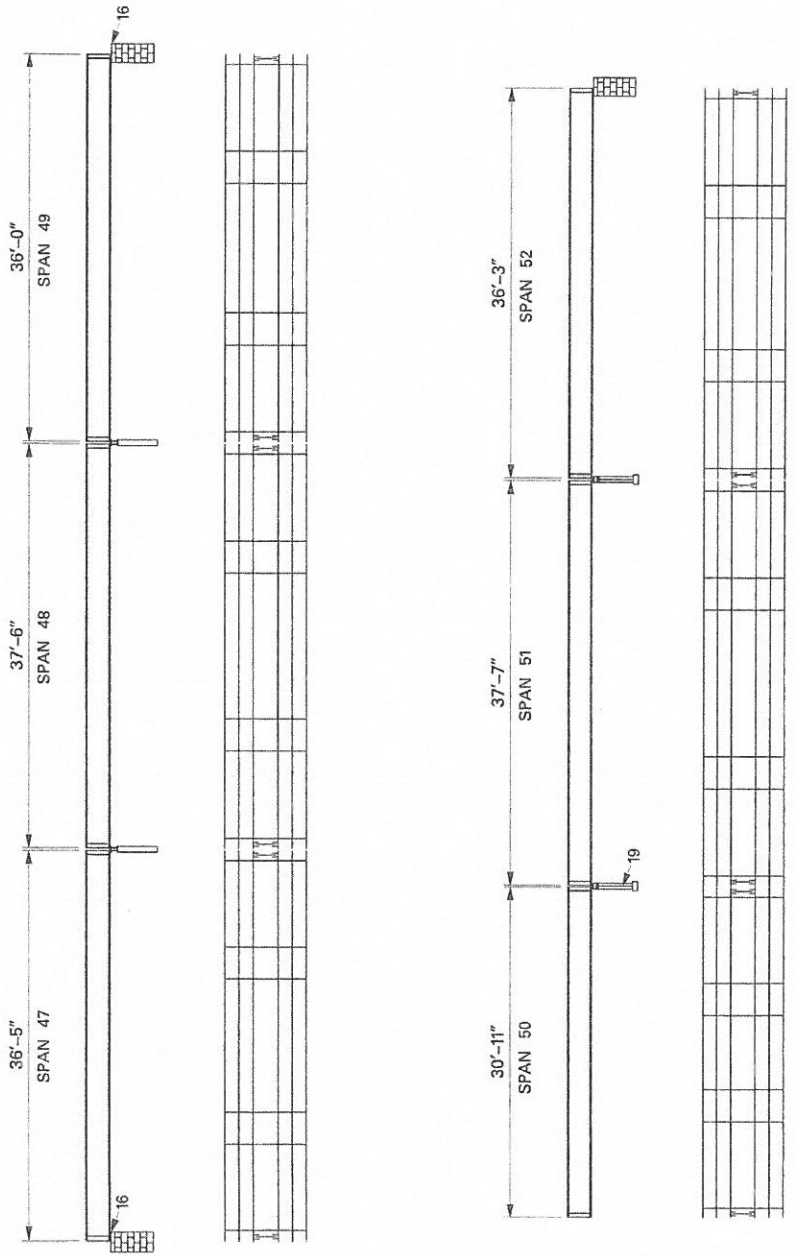
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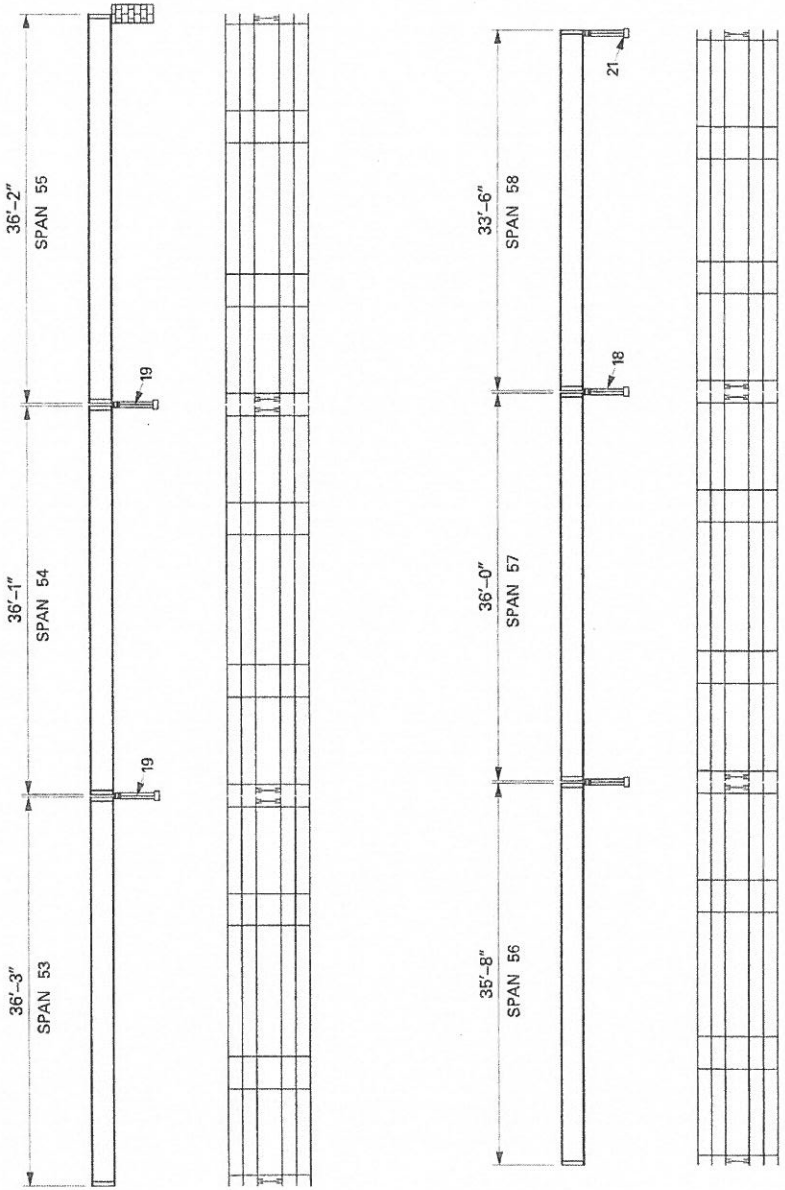
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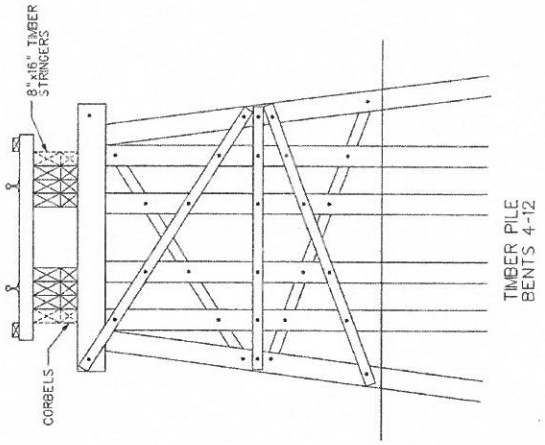


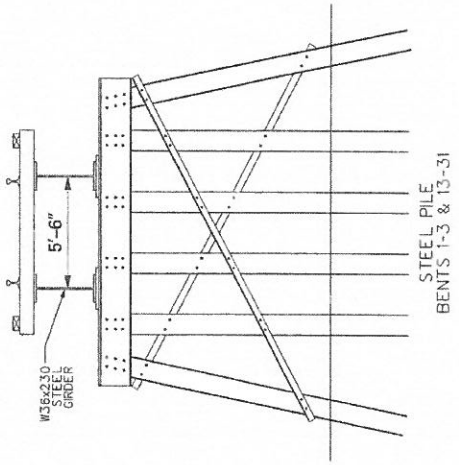
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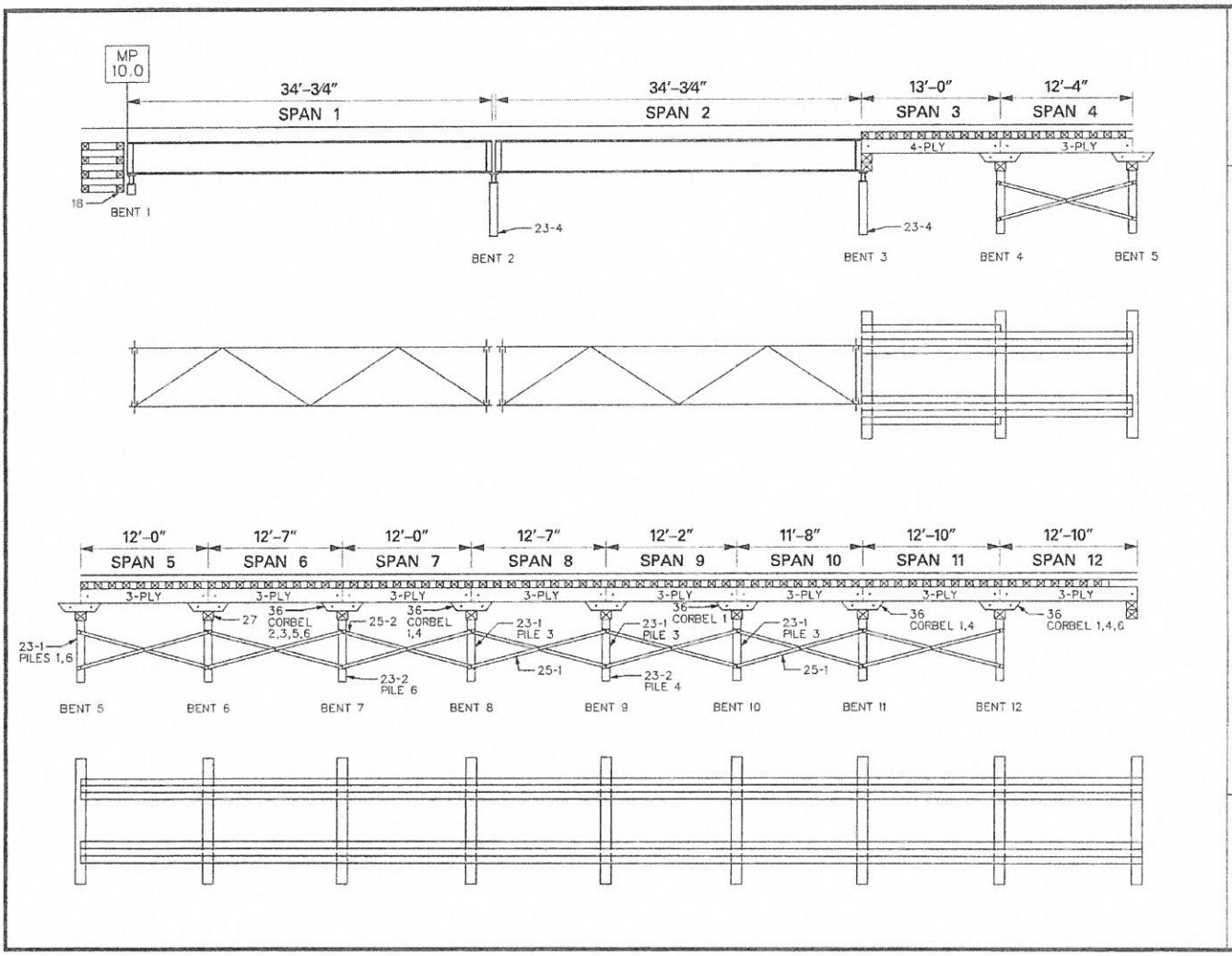


BRIDGE INSPECTION REPORT		MAY 31, 2012
BRIDGE NO. 10.0	TYPICAL SECTION VIEW	PAGE: 1 OF 5

Attachment B







BRIDGE NO. 10.0

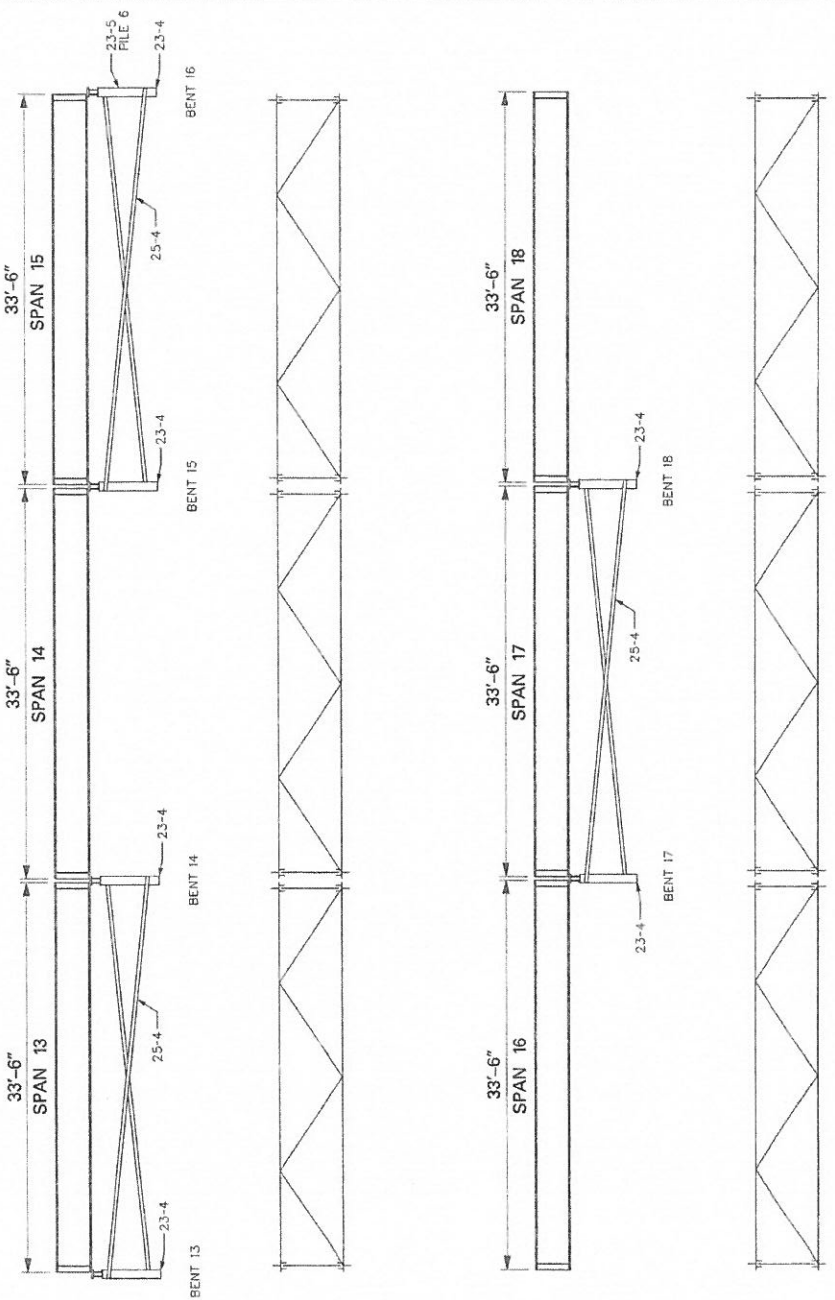
PLAN & ELEVATION

BRIDGE INSPECTION REPORT

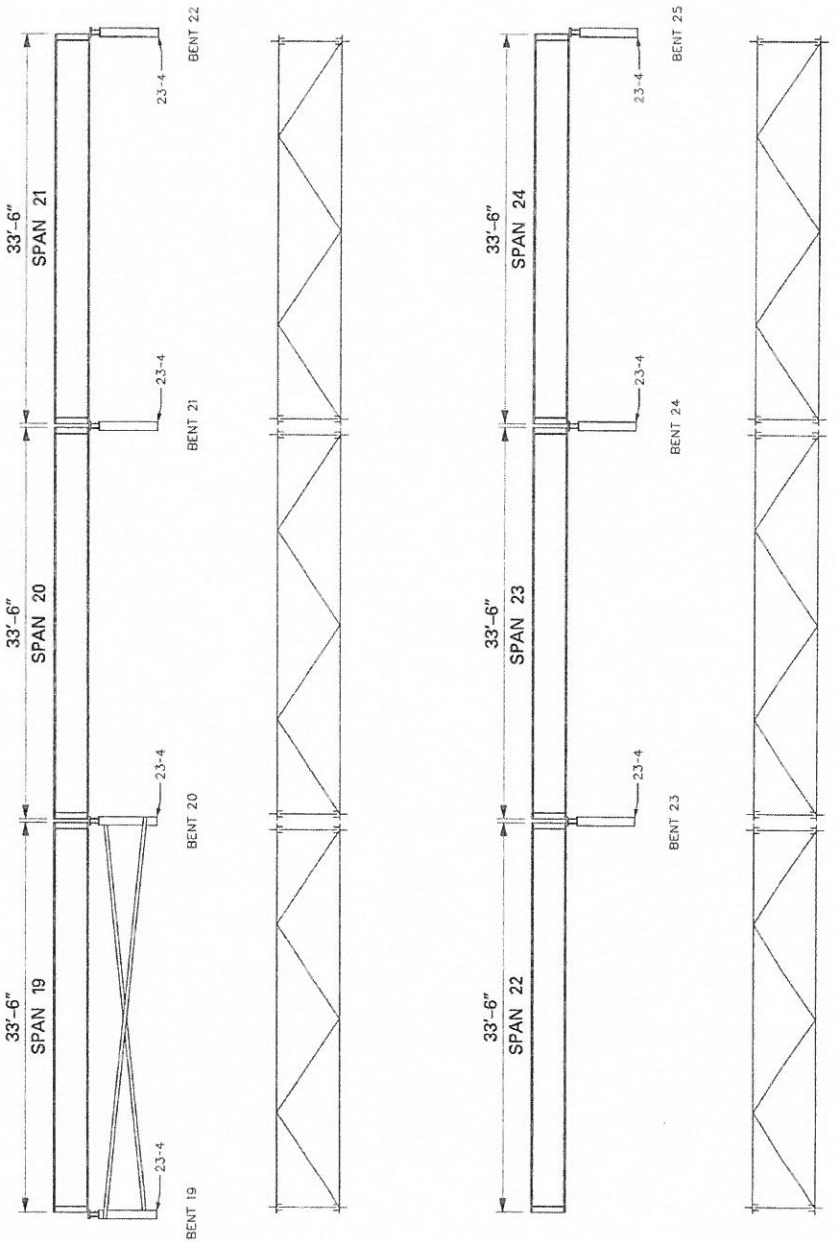
MAY 31, 2012

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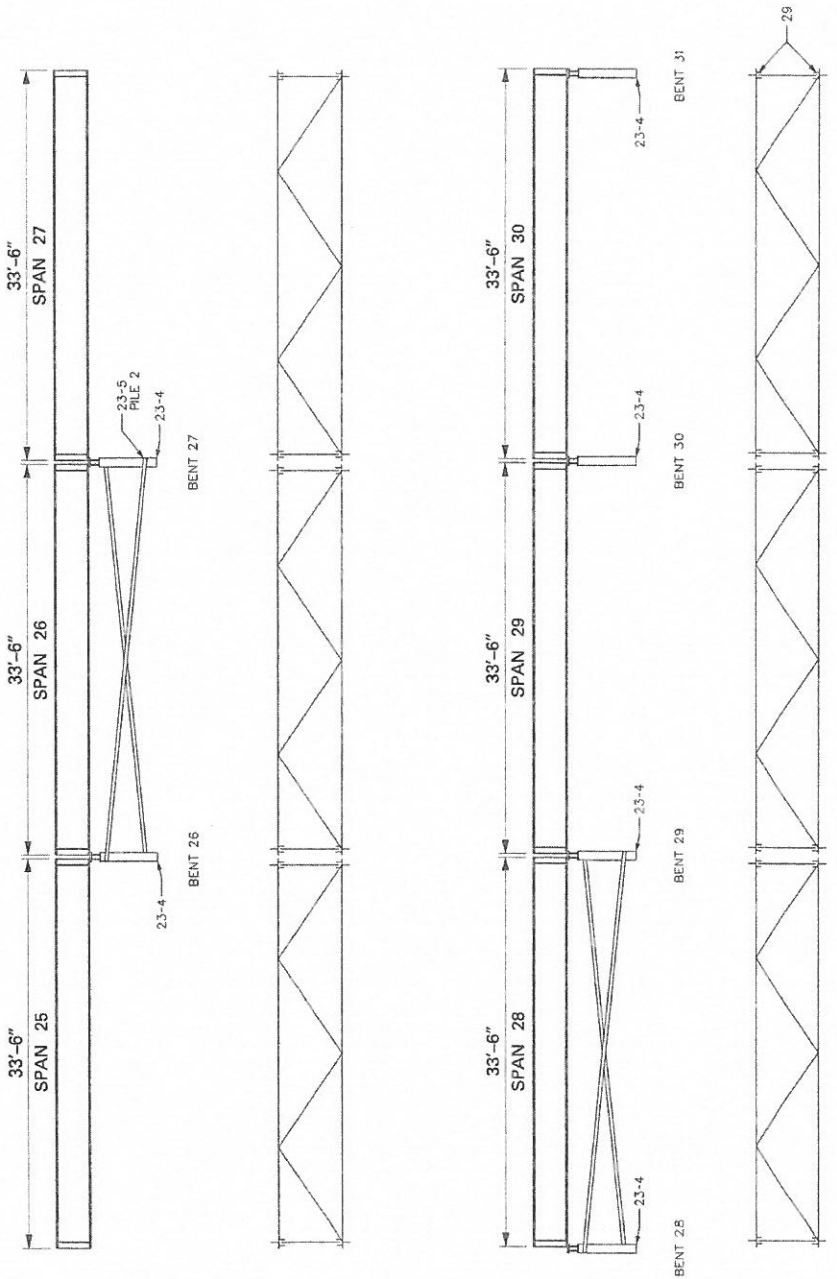
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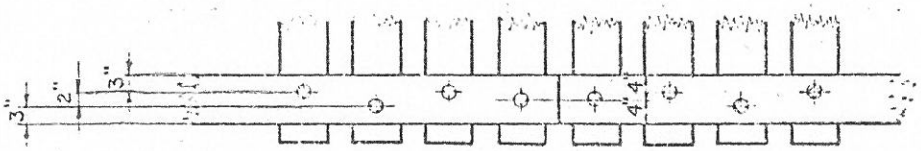
Attachment C

Bridge Ties to be Replaced on SBVR Bridges 9.7 and 10.0

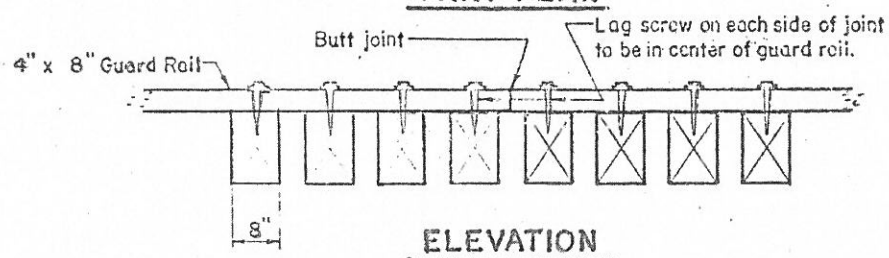
Bridge	Span(s)	# of Ties	Dapped?
9.7	1	31	Y
	24-35	123	N
	39-40	59	Y
	41-46	63	N
	47-49	97	Y
	51	35	Y
	54-55	63	Y
		471	

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'



PART PLAN



ELEVATION

GUARD RAIL DETAILS

Attachment D

TYPICAL DETAILS
BRIDGE TIE INSTALLATION
STEEL BRIDGES

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

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.

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.

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. 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.

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

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.

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	MAKE ADDITIONAL INSPECTIONS ON TRACK EXCEEDING 15 MPH
	INCREASING SIGNIFICANTLY	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. 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

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 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. 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 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. NO MORE THAN 5 CONSECUTIVE TIES UNSPIKED WHILE TRACK WORK IS BEING PERFORMED. THEN 15 MPH OR LESS FOR AT LEAST ONE TRAIN.

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).

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.

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.

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.

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.

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.

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).

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		$ 361,263.00
	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		$ 319,433.00
	Total Bid:		$ 680,696.00

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: G.W. Peoples Contracting Company, Inc.

Authorized Signature: William E Frey Jr Date: 5/6/14

WILLIAM E. FREY, JR. – VP OPERATIONS

State of Pennsylvania

County of Allegheny, to-wit:

Taken, subscribed, and sworn to before me this 6th day of May, 2014.

My Commission expires June 4, 2017.

AFFIX SEAL HERE

NOTARY PUBLIC Gerri L Acton

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Gerri L. Acton, Notary Public
Stockdale Boro, Washington County
My Commission Expires June 4, 2017
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

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.

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

William E Frey
(Authorized Signature)

William E. Frey, Jr. - Vice President of Operations
(Representative Name, Title)

412-276-2342 Ext. 101 / 412-276-2325
(Phone Number) (Fax Number)

5/6/14
(Date)

Agency _____
REQ.P.O# _____

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, G.W. Peoples Contracting Company, Inc.
of Carnegie, PA, as Principal, and International Fidelity Insurance Company
of Newark, NJ, a corporation organized and existing under the laws of the State of
NJ with its principal office in the City of NJ, as Surety, are held and firmly bound unto the State
of West Virginia, as Obligee, in the penal sum of Five Percent of Amount Bid ($ 5%) for the payment of which,
well and truly to be made, we jointly and severally bind ourselves, our heirs, administrators, executors, successors and assigns.

The Condition of the above obligation is such that whereas the Principal has submitted to the 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
RMA14018 - Contract for Repair of Bridges 9.7 and 10.0 / SBVR

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
8th day of May, 2014.

Principal Corporate Seal

G.W. Peoples Contracting Company, Inc.
(Name of Principal)
By _____
(Must be President or Vice President) Renee Y. Banks
President
(Title)

Surety Corporate Seal

International Fidelity Insurance Company
(Name of Surety)
By: _____
Josephine M. Streyle 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.

POWER OF ATTORNEY
INTERNATIONAL FIDELITY INSURANCE COMPANY

HOME OFFICE: ONE NEWARK CENTER, 20TH FLOOR
NEWARK, NEW JERSEY 07102-5207

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

Josephine M. Streyle as attorney-in-fact to execute the following bond:
Surety Bond Number: Bid Bond
Principal: G.W. Peoples Contracting Company, Inc.
Obligee: State of West Virginia

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

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

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

(1) To appoint Attorneys-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and,

(2) To remove, at any time, any such attorney-in-fact and revoke the authority given.

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

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

INTERNATIONAL FIDELITY INSURANCE COMPANY CORPORATE SEAL 1904 NEW JERSEY

IN TESTIMONY WHEREOF, **INTERNATIONAL FIDELITY INSURANCE COMPANY** has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 12th day of March, 2012.

INTERNATIONAL FIDELITY INSURANCE COMPANY
STATE OF NEW JERSEY
County of Essex

Robert W. Minster, Executive Vice-President

On this 12th day of March, 2012., before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said the he is the therein described and authorized officer of the **INTERNATIONAL FIDELITY INSURANCE COMPANY**; that the seal affixed to said instrument is the Corporate Seal of said Company; that the said Corporate Seal and his signature were duly affixed by order of the Board of Directors of said Company.

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

JOSE A. MARQUEZ, JR. NOTARY PUBLIC NEW JERSEY

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

CERTIFICATION

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

IN TESTIMONY WHEREOF, I have hereunto set my hand this 8th day of May, 2014

Assistant Secretary

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/21/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
Seubert & Associates, Inc. 1010 Ohio River Blvd Pittsburgh PA 15202	PHONE (A/C, No, Ext): 412-734-4900	FAX (A/C, No): 412-734-5725
	E-MAIL ADDRESS: jdobrowsky@seubert.com	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Hartford Underwriters Insurance Co.	30104
INSURER B : American Guarantee & Liability	26247
INSURER C : LIBERTY MUTUAL GROUP	23043
INSURER D : Continental Casualty Co	20443
INSURER E :	
INSURER F :	

INSURED	
GWPEO G W Peoples Contracting Company, Inc. 600 Bell Avenue Building 1 Suite 210 Carnegie PA 15106	

COVERAGES **CERTIFICATE NUMBER:** 4468480 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	**GENERAL LIABILITY** X COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC			21UUNQZ5576	1/1/2014	1/1/2015	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$1,000,000 $300,000 $10,000 $1,000,000 $2,000,000 $2,000,000
A	**AUTOMOBILE LIABILITY** X ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS X Drive Other [ ] Car			21UUNQZ5576	1/1/2014	1/1/2015	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$1,000,000 $ $ $
B	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED [X] RETENTION $0			AUC980635402	1/1/2014	1/1/2015	EACH OCCURRENCE AGGREGATE	$10,000,000 $10,000,000
C	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [N] N / A **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below			WC6Z81053236144	1/1/2014	1/1/2015	X WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $1,000,000 $1,000,000 $1,000,000
D	Leased/Rented Equipment Installation Floater			5082678925	1/1/2014	1/1/2015	$500,000 Limit $250,000 Limit $250,000 Limit	Location Per Disaster

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

State of West Virginia ; Dept. of Administration
2019 Washington Street
East Charleston WV 25305-0130

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Benjamin J. Seubert

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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 / SBVR

Agency Requesting Work: WV STATE RAIL AUTHORITY (DBA) SOUTH BRANCH VALLEY RAILROAD

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: G.W. PEOPLES. CONTRACTING CO., INC. Vendor Telephone: 412-276-2342

Vendor Address: 600 N. BELL AVE. BLDG. 1, SUITE 210 Vendor Fax: 412-276-2325

CARNEGIE, PA 15106

GWP Peoples Contracting Company, Inc.

RE: RMA14018

Certified Drug-Free Workplace Report:

G.W. Peoples Contracting has included our policy on drugs and alcohol as an attachment to this report. All GWP employees are informed of this policy.

We currently use E-screen, a Third-Party Administrator (TPA) to complete its requirements for drug and alcohol testing. The labs used by E-screen are Substance Abuse and Mental Health Services Administration (SAMHSA) certified. SAMSHA is an operating division of the United States Department of Health and Human Services.

G.W. Peoples Contracting is expecting to employ 8 workers on this job. The breakdown is as follows:

- 1 Supervisor
- 1 Foreman
- 1 Operator
- 5 Laborers

The drug test results for the calendar year 2014 is as follows:

- New Hires: 4: 4 Negative Results
- Reasonable Suspicion: 0
- Post-Accident: 0
- Random: 15: 14 negative Results, 1 denied the drug test and did not return to work.

Regards,

Kurt D Dinger

Kurt Dinger, GSP
Safety Manager
G.W. Peoples Contracting Company, Inc.
kdinger@gwpeoples.com
(412)276-2342 ext. 114

POLICY ON DRUGS AND ALCOHOL

Purpose

The purpose of this policy document is to help ensure a safe, healthy, productive work environment for all the employees on our work sites, on, or in company property, to protect company property, to ensure efficient operations and to comply with applicable federal, state and local laws and to fulfill our contractual obligations with private owner clients. This Company has adopted a policy of maintaining a work place free of drugs and alcohol abuse. This policy restricts certain items and substances from being brought on, or being present on or in company premises or work sites, prohibits company employees and other company's employees (both of which are herein referred to as "employees") working on company premises or work sites from reporting to work or working with measurable levels of illegal and non-prescription drugs, alcohol and other controlled substances which affect the employees' ability to perform work safely.

Employees on the job, at all locations under the influence of drugs or alcohol on the job pose serious safety and health risks not only to the employee, but also to all those who surround or come in contact with the employee. Therefore, this Company respectfully demands your full cooperation and support in implementing this policy. Any employee who feels that he or she has a drug or alcohol related problem is encouraged to seek professional help. Any employee voluntarily seeking such help will be referred to professional assistance by the company and any such action by an employee shall be kept strictly confidential.

Rules

1.) Possessing, manufacturing, distributing, dispensing, and/or use of illegal drugs, drug paraphernalia, unauthorized controlled substances, and other intoxicants on or in company property or work sites is prohibited and will result in disciplinary action up to and including suspension and/or termination.

2.) Reporting to and being at work under the influence of illegal drugs, or unauthorized controlled substance is prohibited. Reporting to or being at work under the influence of alcohol or any other legal intoxicant which can adversely affect the employee's performance or the safety of the employee or those surrounding the employee is also prohibited. Violation of this rule may result in disciplinary action up to and including suspension and/or termination.

3.) Legally prescribed drugs may be permitted on or in company property or a work site provided the drugs are prescribed by an authorized medical practitioner for current use by the employee in possession of the drugs. Reporting to and being at work with a quantity of prescribed or over-the counter drugs, where use prevents the employee from performing the duties of the job or poses a safety risk to the employee and/or other employees or property is prohibited. Any employee possessing or using a valid prescription or over-the counter drug when on company property or work site shall notify his/her immediate supervisor if the employee knows of any possible hazardous effects from taking the drugs. The employee may remain on his/her job or may be required to leave the work site or take other appropriate action as determined by management to maintain the safety of the environment for the employee and others. Failure to notify supervision as required by this policy may result in disciplinary action.

4.) Any employee who voluntarily reports that he/she are in violation of this policy will be encouraged by management to seek professional help to overcome their problem. A list of professional service institutes is available to any employee upon request. Such request shall be kept confidential by the employee's supervisor, management, and the personnel department.

5.) Any employee who is found to be in violation of this policy will be subject to penalties attached hereto.

6.) Conduct constituting grounds for drug testing may also subject the employee to discipline if violation of other company rules and procedures are involved.

7.) The possession or use of alcohol on or in company property or work sites is prohibited except for special circumstances or events which are authorized by company management.

Test and Searches

An employee may, to the extent consistent with applicable law, be requested to undergo a diagnostic test for the use of illegal and non-prescription drugs, alcohol or other substances under any of the following or other circumstances, which may be determined by company.

1.) Prior to employment, or assignment to a work site; or being given to any company property as defined hereinafter.

2.) If such employee is involved in any accident or incident resulting in personal injury to the employee or others working in the area, or damage to company property; or if at work place conditions are created which could have resulted in personal injury to either the employee or others and there is reasonable suspicion to believe that the accident or incident has occurred due to drug, alcohol, or controlled substance use.

3.) When there are reasonable grounds to believe that an employee is under the influence of illegal drugs, unauthorized controlled substances, alcohol or other intoxicants while on the work site, or on/in company property during working hours or non-working hours, or that the employee has reported to work under the influence of illegal drugs, unauthorized controlled substances, alcohol or other intoxicants in a condition which could affect the safety of the employee and/or others.

4.) As part of any periodic medical examination provided or required by the company.

5.) Upon re-employment following the employee's stay at a rehabilitation center for drug or alcohol abuse.

6.) As required by the terms and conditions of any contract or subcontract agreement, or applicable government, owner or client regulations to which the company is a part or by which is bound.

7.) If testing is required for employees in "sensitive positions" as defined in U.S. Department of Defense rules and regulations or is required by the rules and regulations of U.S. Department of Transportation or any other Federal agency having jurisdiction. Also any position which requires the performance of physical or supervisory tasks directly affecting operation which, if performed improperly, could result in injury or death to employees or others or could create property or environmental damage. **All construction positions are considered "safety-sensitive positions,"** except secretarial work. **Note:** A position shall be considered safety-sensitive if this company, in its sole judgment considers it as such.

8.) Any employee who will perform a safety-sensitive job may be screened on a nonscheduled basis. Annually, the number of tests conducted for alcohol must equal at least 10% of all safety-sensitive positions, and tests conducted for drug use must equal 10% of the number of employees used subject to testing.

Any employee who refuses to submit to a diagnostic test or search, as permitted by law, will be subject to disciplinary action up to and including suspension or termination. Any non-employee on or seeking access to the work site or company property and his/her employer shall be notified of such action.

Testing will be performed by a Laboratory certified by the United States Department of Health and Human Services or is successor. G.W. Peoples currently uses E-screen, a Third-Party Administrator (TPA) to complete its requirements for drug and alcohol testing. The labs used by E-screen are Substance Abuse and Mental Health Services Administration (SAMHSA) certified. SAMSHA is an operating division of the United States Department of Health and Human Services.

Cost of Testing

If an employee is requested by an authorized representative of the company to submit to a diagnostic test, the cost of the first test and one (1) confirmatory test of the same specimen will be paid for by the company. The costs of all other tests of the same specimen and tests of subsequent specimens, such as may be required to confirm that the subject employee is free of all substances referred to herein, shall be paid for by the employee.

Payment While Off Duty

If any employee is removed from company premises, property, work site or duty station for suspected violation of any of the policies outlined herein and immediately, within two (2) hours, undergoes a diagnostic test for the detection of illegal drugs, alcohol or other controlled substances referred to herein and the results of that diagnostic test and one (1) confirmatory test, if so requested by the employee or the company, indicate that such employee is not in violation of the policies set forth herein, such employee shall be paid in full for all the time away from the employee's worksite or duty station for such testing. However, in the event the diagnostic tests results are positive, the employee shall only be paid for time from the beginning of the employee's work shift up to the time the employee was removed from worksite or duty station.

Application of Policy

This policy shall apply to all employees entering 1) a work site, and 2) onto or into company property including, but not limited to, part-time personnel, consultants, and employees of other companies of contractors/subcontractors working on a project site on which this Company is the prime contractor or construction manager, subcontractor or agent of the Owner.

Notification of Authorities

This Company will report to law enforcement officials information concerning possession, distribution, or use of any illegal drugs, unauthorized controlled substances, alcohol or other intoxicants and will turn over to the custody of law enforcement officials, any such substances found during a search of an employee or property. This Company will cooperate fully in the prosecution and/or conviction of any violators of the law.

Employees Convicted of Drug Offenses

In accordance with Federal Law, H.R. 5210 "The Drug Free Workplace Act of 1988", each employee must, as a condition of continued employment on a Federal contract or Grant notify this Company of any conviction on a criminal drug offense within five (5) days after said conviction. This Company will notify the Federal Contracting Agency of Criminal Drug Convictions within 10 days after it has received notice. Any employee so convicted must satisfactorily complete a drug rehabilitation program and agree to periodic testing any time thereafter. Failure to report such a conviction and/or participate in a drug rehabilitation program will result in disciplinary action up to and including suspension or termination.

Training Policy Implementation

Supervisors and managers will receive a two hour training on implementation of the company policy for drugs and alcohol and how to recognize drug and alcohol abuse.

Employees will also be trained in the implementation of the company policy for drugs and alcohol. Employees will be given time to ask questions, an explanation of drug and alcohol abuse, and a list of community resources where they may seek assistance.

All employees will sign a release for acknowledging that they are subject to drug test as the time of hire and anytime thereafter.

Cooperation with the Company

All employees, as described above under "Application of Policy" as a condition of continued employment or relationship, contractual or otherwise, have an obligation to cooperate with any company investigation of drug or alcohol abuse in the work place. Failure to cooperate in any such investigation will result in disciplinary action up to and including suspension and/or termination or cancellation of any contractual relationship.

Penalties for Drug and Alcohol Abuse

1.) Possession of drugs, drug paraphernalia, etc. on company property or work site:
   a. First Offense: Termination
2.) Distribution of drugs, drug paraphernalia, etc. on company property or work site:

a. First Offense: Termination

3.) Use of illegal drugs, unauthorized controlled substances;

A. If an employee voluntarily asks for help: No suspension or termination - Employee will be given aid on where to seek help to overcome the problem.

If discovered by actions and/or testing:

a. First Offense: Immediate suspension from the work site. Employee will be told he/she must enter and actively participate in a rehabilitation program such as Alcoholics Anonymous, and provide written proof of same prior to returning to the work place.

b. Second Offense: Termination at the company's option or immediate suspension without pay for two weeks. Employee must enter a formal inpatient rehabilitation facility for a minimum of four (4) weeks, before returning to work, and must agree to remain drug free and further agree to periodic testing to confirm this.

c. Third Offense: Termination

4) Adulteration of Specimen:

If discovered by actions and/or testing:

a. First Offense: Adulteration of a drug test will be treated as a positive test with immediate suspension from the work site. Employee will be told he/she must enter and actively participate in a rehabilitation program such as Alcoholics Anonymous and provide written proof of same prior to returning to the work place. Employee must agree to remain drug free and further agree to periodic testing to confirm this.

b. Second Offense: Termination

5.) Excessive abuse of alcohol:

a. First Offense: Employee will be told he/she must enter a rehabilitation program such as Alcoholics Anonymous, actively participate in such a program, and provide written proof of same prior to returning to work.

b. Second Offense: Termination at the company's option or suspension under normal company policy. Employee must enter a formal inpatient rehabilitation facility for a minimum of four weeks before returning to work, and must agree to periodic testing.

c. Third Offense: Termination

6.) Excessive absenteeism, erratic job performance, frequent accidents, and errors in judgment: Employee will be confronted and asked if he/she have a problem. If the employee volunteers that yes, a problem with drugs or alcohol exists, the employee will be given help in finding an outpatient program to overcome the problem. If the employee denies having a problem a letter will be placed in the employee's file regarding their behavior and will be considered a warning.

Nothing in this document shall be construed to form a contract between this Company and employee that would anyway obligate this Company to assume any liability, financial or otherwise, for any assistance sought out and/or received by the employee. All costs associated with any assistance shall be the sole responsibility of the employee seeking and/or receiving same.

Definitions

"Company property" as used in this specific document shall include but not be limited to owned, leased, rented or borrowed, real estate, stationary or mobile equipment or machinery, vehicles, whether water, land, air borne or other mechanical devices, and/or any and all personal property that the company at any time may utilize in its performance of its business.

The words "employee or employees" as used in the context of this policy document, shall include all full or part-time, salaried or hourly employees directly employed by this Company or any subsidiary or affiliate of its parent company, G. W. Peoples, or employed by any contractor, subcontractor, regardless of tier level, consultant, supplier, or service organization having any contractual relationship with this Company.

Severability

If any provision of this policy document is held to be invalid, illegal or unenforceable that shall not affect or impair in any way the validity, legality, or enforceability of the remainder of this policy documents.

Conditions of Relationship (Employment or Other)

As consideration of employment the undersigned hereby releases, discharges, acquits to, and holds harmless, from any claim or liability arising from any implementation by any of the above of the drug and alcohol abuse policy set forth herein, this company, its successors or assignees, its officers, shareholders, directors, employees, agents, consultants, physicians, technicians, testing laboratories and any and all other persons, public or private, who may become involved in the implementation or enforcement of the policies set forth in this document. This policy is intended as a guideline and is not intended to establish a contract between the company and the employee signatory hereto.

CONTROLLED SUBSTANCE CONSENT FORM

As part of the Controlled Substance Policy of this company, I voluntarily agree to undergo a diagnostic test, as required, for the use of illegal and nonprescription drugs, alcohol or other substances that may pertain to a urine and breath analysis sample that will be tested for controlled substances.

I hereby agree to submit to a drug screen as described above. I acknowledge that the urine and alcohol sample (s) I have provided is my own.

Name (Print) Signature Date

NOTE: Refusal to take this substance abuse test will result in disciplinary action up to and including suspension or termination.



EMPLOYEE ASSISTANCE CONSENT FORM

The results of your drug screen were positive for an unauthorized substance. G. W. Peoples' Drug and Alcohol Policy requires us to take the following action:

- **Immediate suspension for first offense.**
- **Advise you of your right to seek reinstatement by participating in an approved Employee Assistance Program.**
- **Reinstatement is not guaranteed but is subject to:**
  - **Job Availability: Your job will not be held open. It is possible that at the time you are released to return to work all positions could be filed. If so, you would then be eligible for rehire consideration at the time a job opening occurs.**
  - **Reason for Termination: If termination was related to a violation of a company rule, other than the drug screening policy, reinstatement would be subject to those disciplinary procedures.**

NOTE: A Second Offense – A second positive drug screen offense or violation of your treatment agreement will result in permanent termination without rehire rights.

The following is what you must do to be considered for reinstatement:

1. Contact a certified chemical dependency service for diagnostic screening and for recommending appropriate treatment.
2. The treating counselor must contact G. W. Peoples' Human Resource Dept. and advise of 1) recommended treatment, 2) chemical dependency status, 3) recommended return to work date, and 4) continued update of treatment. (You will be required by the counselor to sign a release to allow for this communication.)
3. Upon your return to work you will be required to submit to periodic drug screens for a minimum period of six (6) months. One way that the testing period could be lengthened would be at the recommendation of the treating counselor.
4. You are required to bear the cost of the treatment and drug screens.
5. You are required to have completed Items 1 and 2 within 30 days of this agreement.

For questions and/or concerns, please contact: Human Resource, G. W. Peoples

600 N. Bell Ave. Bldg. #1 Suite 210,

Carnegie, PA 15106
Office Phone: 724-276-2342

I certify that I have received, read, understand, and concur with the procedures outlined in the above referenced form. Also, I agree to seek chemical dependency counseling and to give a urine, or saliva sample to be used for drug and alcohol analysis, the cost of which I will assume. I also understand that refusal to consent to the procedures outlined above will constitute voluntary withdrawal of my employment from G. W. Peoples.

Date: _____ Signature: _____

Print Name: _____

WV-73
Rev. 08/2013

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

STATE OF ~~WEST VIRGINIA~~, Pennsylvania

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

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

1. I am an employee of G.W. Peoples Contracting Company, Inc. ; and,
(Company Name)

2. I do hereby attest that G.W. Peoples Contracting Company, 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: William E. Frey, Jr. William E Frey Jr

Title: Vice President of Operations

Company Name: G.W. Peoples Contracting Company, Inc.

Date: 5/6/14

Taken, subscribed and sworn to before me this 6th day of May, 2014.

By Commission expires June 4, 2017

(Seal) COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Gerri L. Acton, Notary Public
Stockdale Boro, Washington County
My Commission Expires June 4, 2017
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

Gerri L Acton
(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.

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.

G.W. Peoples Contracting Company, Inc.
Company

William E Frey Jr
Authorized Signature

William E. Frey, Jr. - Vice President of Operations

5/6/14
Date

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