

NOTICE

Please note that this bid from Amtrac Railroad Contractors of MD, Inc for CRFQ_DMT2400000004 was received at the Purchasing Division office prior to the established bid opening date and time on March 6, 2024, and was read at the public opening.



Greg Clay

Assistant Purchasing Director



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

State of West Virginia
 Centralized Request for Quote

Proc Folder: 1355886			Reason for Modification: Addendum No. 4
Doc Description: Construction Replace 5000 ties on SBVR, Gaging & Surfacing			
Proc Type: Central Purchase Order			
Date Issued	Solicitation Closes	Solicitation No	Version
2024-02-27	2024-03-06 13:30	CRFQ 0810 DMT2400000004	5

BID RECEIVING LOCATION

BID CLERK
 DEPARTMENT OF ADMINISTRATION
 PURCHASING DIVISION
 2019 WASHINGTON ST E
 CHARLESTON WV 25305
 US

VENDOR

Vendor Customer Code: 000000177857
Vendor Name : Amtrac Railroad Contractors of MD, Inc.
Address : 9436
Street : Earley Drive
City : Hagerstown
State : Maryland **Country :** USA **Zip** 21740
Principal Contact : Robert L. Matthews
Vendor Contact Phone: 301-797-3730 **Extension:**

FOR INFORMATION CONTACT THE BUYER
 David H Pauline
 304-558-0067
 david.h.pauline@wv.gov

Vendor Signature X  **FEIN#** 35-1649116 **DATE** March 5, 2024

All offers subject to all terms and conditions contained in this solicitation

ADDITIONAL INFORMATION

Addendum No. 4

To provide a response to a Vendor Technical question that was inadvertently omitted from previous addendums, see attached.

The Bid Opening date remains March 6, 2024 at 1:30 pm., est.

No other Changes.

INVOICE TO		SHIP TO	
STATE RAIL AUTHORITY 120 WATER PLANT DR		STATE RAIL AUTHORITY (DBA) SOUTH BRANCH VALLEY RAILROAD 120 WATER PLANT DR	
MOOREFIELD	WV	MOOREFIELD	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Replace 5000 Ties and Tamp between MP 12.0 and MP 22.0	0.00000	EA	\$167.00	\$835,000.00

Comm Code	Manufacturer	Specification	Model #
72141603			

Extended Description:

See attached Exhibit "A" Pricing Pages to input pricing which should be completed in their entirety.

Replace 5000 ties and tamp area between MP 12.0 - 22.0 on SBVR

INVOICE TO		SHIP TO	
STATE RAIL AUTHORITY 120 WATER PLANT DR		STATE RAIL AUTHORITY (DBA) SOUTH BRANCH VALLEY RAILROAD 120 WATER PLANT DR	
MOOREFIELD	WV	MOOREFIELD	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Additional Gaging between MP 12.0 & MP 22.0	0.00000	FT	\$6.00	\$28,800.00

Comm Code	Manufacturer	Specification	Model #
72141603			

Extended Description:

See attached Exhibit "A" Pricing Pages to input pricing which should be completed in their entirety.

Additional Gaging between MP 12.0 & MP 22.0 on SBVR

INVOICE TO		SHIP TO	
STATE RAIL AUTHORITY 120 WATER PLANT DR		STATE RAIL AUTHORITY (DBA) SOUTH BRANCH VALLEY RAILROAD 120 WATER PLANT DR	
MOOREFIELD	WV	MOOREFIELD	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	Continual Surfacing between MP 0-12 & MP 37-43	0.00000	MILE	\$6,000.00	\$108,000.00

Comm Code	Manufacturer	Specification	Model #
72141603			

Extended Description:

See attached Exhibit "A" Pricing Pages to input pricing which should be completed in their entirety.

Continual surfacing between MP 0-12 & MP 37-43 on SBVR

SCHEDULE OF EVENTS

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	Mandatory Pre-bid Meeting at 10:30 am., est.	2024-02-15
2	Vendor Technical Question Due By 11:00 am., est.	2024-02-22

	Document Phase	Document Description	Page
DMT240000004	Final	Construction <input type="checkbox"/> Replace 5000 ties on SBVR, Gaging & Surfacing	4

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

CRFQ DMT24*04 - Exhibit A

Replace Crossties and Surface on the SBVR					
Line	Description	Unit of	Unit	Quantity	Extended
Item	Replace Crossties and Surfacing on SBVR	Measure	Cost	Needed	Cost
1.1.1	Replace 5,000 crossties between MP 12.0 and MP 22	Each	167.00	5,000	\$ 835,000.00
	(This includes tamping of this area)				
1.1.2	Additonal Gaging between MP 12.0 & MP 22.0	Per Ft	6.00	4,800	\$ 28,800.00
1.1.4	Continual Surfacing between MP 0-12 & MP 37-43	Per Mile	6,000.00	18	\$ 108,000.00
				Total Bid	Amount: \$ 971,800.00




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

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

1. I am an employee of Amtrac Railroad Contractors of MD, Inc.; and,
(Company Name)
2. I do hereby attest that Amtrac Railroad Contractors of MD, Inc.
(Company Name)

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

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

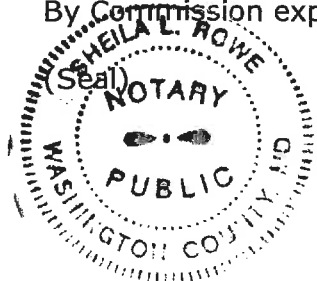
Printed Name: Robert L. Matthews
 Signature: 
 Title: Vice President/General Manager
 Company Name: Amtrac Railroad Contractors of MD, Inc.
 Date: March 5, 2024

STATE OF ~~WEST VIRGINIA~~, Maryland

COUNTY OF Washington, TO-WIT:

Taken, subscribed and sworn to before me this 5th day of March, 2024.

By Commission expires 3/24/2024




 (Notary Public)

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Amtrac Railroad Contractors of Maryland, Inc
of 9436 Earley Drive Hagerstown, MD 21740, as Principal, and Ohio Farmers Insurance
Company of Park Cir/PO Box 5001 Westfield Ctr, OH, a corporation organized and existing under the laws of the State of OHIO
with its principal office in the City of Westfield Center as Surety, are held and firmly bound unto the State
of West Virginia, as Oblige, in the penal sum of Five Percent of Total 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
Solicitation No.: CRFQ RMA 0810-DMT240000004

NOW THEREFORE,

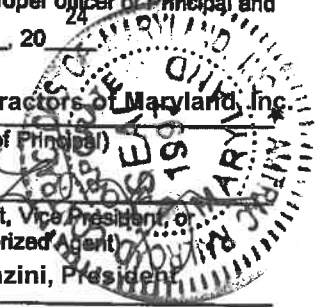
- (a) If said bid shall be rejected, or
- (b) If said bid shall be accepted and the Principal shall enter into a contract in accordance with the bid or proposal attached hereto and shall furnish any other bonds and insurance required by the bid or proposal, and shall in all other respects perform the 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 Oblige may accept such bid, and said Surety does hereby waive notice of any such extension.

WITNESS, the following signatures and seals of Principal and Surety, executed and sealed by a proper officer of Principal and Surety, or by Principal individually if Principal is an individual, this 29th day of FEBRUARY, 2024


Principal Seal

Amtrac Railroad Contractors of Maryland, Inc.
(Name of Principal)
By Jacqueline L. Manzini
(Must be President, Vice President, or Duly Authorized Agent)
Jacqueline L. Manzini, President
(Title)



Surety Seal

Ohio Farmers Insurance Company
(Name of Surety)
S. Annette Mullet
Attorney-in-Fact
S. Annette Mullet, Attorney-in-Fact



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

General
Power
of Attorney

POWER NO. 1303532 04

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

CERTIFIED COPY

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

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

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

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

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

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

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

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their National Surety Leader and Senior Executive and their corporate seals to be hereto affixed this 02nd day of JANUARY A.D., 2020 .

Corporate
Seals
Affixed



WESTFIELD INSURANCE COMPANY
WESTFIELD NATIONAL INSURANCE COMPANY
OHIO FARMERS INSURANCE COMPANY

By: **Gary W. Stumper, National Surety Leader and Senior Executive**

State of Ohio
County of Medina ss.:

On this 02nd day of JANUARY A.D., 2020 , before me personally came **Gary W. Stumper** to me known, who, being by me duly sworn, did depose and say, that he resides in **Hartford, CT**; that he is **National Surety Leader and Senior Executive** of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial
Seal
Affixed



David A. Kotnik, Attorney at Law, Notary Public
My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

State of Ohio
County of Medina ss.:

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

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this **29th** day of **FEBRUARY** A.D., **2024** .



Frank A. Carrino, Secretary



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

**State of West Virginia
 Centralized Request for Quote**

Proc Folder: 1355886			Reason for Modification: Addendum No. 4
Doc Description: Construction Replace 5000 ties on SBVR, Gaging & Surfacing			
Proc Type: Central Purchase Order			
Date Issued	Solicitation Closes	Solicitation No	Version
2024-02-27	2024-03-06 13:30	CRFQ 0810 DMT2400000004	5

BID RECEIVING LOCATION

BID CLERK
 DEPARTMENT OF ADMINISTRATION
 PURCHASING DIVISION
 2019 WASHINGTON ST E
 CHARLESTON WV 25305
 US

VENDOR

Vendor Customer Code: 000000177857
Vendor Name : Amtrac Railroad Contrators of MD, Inc.
Address : 9435
Street : Earley Drive
City : Hagerstown
State : MD **Country :** USA **Zip :** 21740
Principal Contact : Robert L. Matthews
Vendor Contact Phone: 301-797-3730 **Extension:**

FOR INFORMATION CONTACT THE BUYER
 David H Pauline
 304-558-0067
 david.h.pauline@wv.gov

Vendor Signature X  **FEIN#** 35-1649116 **DATE** March 5, 2024

All offers subject to all terms and conditions contained in this solicitation

ADDITIONAL INFORMATION
Addendum No. 4
To provide a response to a Vendor Technical question that was inadvertently omitted from previous addendums, see attached.
The Bid Opening date remains March 6, 2024 at 1:30 pm., est.
No other Changes.

INVOICE TO	SHIP TO
STATE RAIL AUTHORITY 120 WATER PLANT DR MOOREFIELD WV US	STATE RAIL AUTHORITY (DBA) SOUTH BRANCH VALLEY RAILROAD 120 WATER PLANT DR MOOREFIELD WV US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Replace 5000 Ties and Tamp between MP 12.0 and MP 22.0	0.00000	EA	\$167.00	\$825,000.00

Comm Code	Manufacturer	Specification	Model #
72141603			

Extended Description:
See attached Exhibit "A" Pricing Pages to input pricing which should be completed in their entirety.
Replace 5000 ties and tamp area between MP 12.0 - 22.0 on SBVR

INVOICE TO	SHIP TO
STATE RAIL AUTHORITY 120 WATER PLANT DR MOOREFIELD WV US	STATE RAIL AUTHORITY (DBA) SOUTH BRANCH VALLEY RAILROAD 120 WATER PLANT DR MOOREFIELD WV US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Additional Gaging between MP 12.0 & MP 22.0	0.00000	FT	\$6.00	\$28,800.00

Comm Code	Manufacturer	Specification	Model #
72141603			

Extended Description:
See attached Exhibit "A" Pricing Pages to input pricing which should be completed in their entirety.
Additional Gaging between MP 12.0 & MP 22.0 on SBVR

INVOICE TO		SHIP TO	
STATE RAIL AUTHORITY 120 WATER PLANT DR		STATE RAIL AUTHORITY (DBA) SOUTH BRANCH VALLEY RAILROAD 120 WATER PLANT DR	
MOOREFIELD	WV	MOOREFIELD	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	Continual Surfacing between MP 0-12 & MP 37-43	0.00000	MILE	\$6,000.00	\$108,000.00

Comm Code	Manufacturer	Specification	Model #
72141603			

Extended Description:

See attached Exhibit "A" Pricing Pages to input pricing which should be completed in their entirety.

Continual surfacing between MP 0-12 & MP 37-43 on SBVR

SCHEDULE OF EVENTS

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	Mandatory Pre-bid Meeting at 10:30 am., est.	2024-02-15
2	Vendor Technical Question Due By 11:00 am., est.	2024-02-22

	Document Phase	Document Description	Page
DMT2400000004	Final	Construction Replace 5000 ties on SBVR, Gaging & Surfacing	4

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions



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

State of West Virginia
 Centralized Request for Quote

Proc Folder: 1355886			Reason for Modification: Addendum No. 3
Doc Description: Construction Replace 5000 ties on SBVR, Gaging & Surfacing			
Proc Type: Central Purchase Order			
Date Issued	Solicitation Closes	Solicitation No	Version
2024-02-26	2024-03-06 13:30	CRFQ 0810 DMT2400000004	4

BID RECEIVING LOCATION

BID CLERK
 DEPARTMENT OF ADMINISTRATION
 PURCHASING DIVISION
 2019 WASHINGTON ST E
 CHARLESTON WV 25305
 US

VENDOR

Vendor Customer Code: 000000177857

Vendor Name : Amtrac Railroad Contractors of MD, Inc.

Address : 9436
Street : Earley Drive
City : Hagerstown
State : MD **Country :** USA **Zip :** 21740

Principal Contact : Robert L. Matthews

Vendor Contact Phone: 301-797-3730 **Extension:**

FOR INFORMATION CONTACT THE BUYER
 David H Pauline
 304-558-0067
 david.h.pauline@wv.gov

Vendor Signature X  **FEIN#** 35-1649116 **DATE** March 5, 2024

All offers subject to all terms and conditions contained in this solicitation

ADDITIONAL INFORMATION
Addendum No. 3
To provide copy of the Mandatory Pre-bid Meeting sign-in sheets, see attached.
To provide responses to the Vendor Technical questions, see attached.
To provide a revised Exhibit "A" Pricing Page, see attached.
To move the Bid Opening date to March 6, 2024 at 1:30 pm., est.
No other Changes.

INVOICE TO	SHIP TO
STATE RAIL AUTHORITY 120 WATER PLANT DR MOOREFIELD WV US	STATE RAIL AUTHORITY (DBA) SOUTH BRANCH VALLEY RAILROAD 120 WATER PLANT DR MOOREFIELD WV US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Replace 5000 Ties and Tamp between MP 12.0 and MP 22.0	0.00000	EA	\$167.00	\$835,000.00

Comm Code	Manufacturer	Specification	Model #
72141603			

Extended Description:

See attached Exhibit "A" Pricing Pages to input pricing which should be completed in their entirety.

Replace 5000 ties and tamp area between MP 12.0 - 22.0 on SBVR

INVOICE TO		SHIP TO	
STATE RAIL AUTHORITY 120 WATER PLANT DR		STATE RAIL AUTHORITY (DBA) SOUTH BRANCH VALLEY RAILROAD 120 WATER PLANT DR	
MOOREFIELD	WV	MOOREFIELD	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Additional Gaging between MP 12.0 & MP 22.0	0.00000	FT	\$6.00	\$28,800.00

Comm Code	Manufacturer	Specification	Model #
72141603			

Extended Description:

See attached Exhibit "A" Pricing Pages to input pricing which should be completed in their entirety.

Additional Gaging between MP 12.0 & MP 22.0 on SBVR

INVOICE TO		SHIP TO	
STATE RAIL AUTHORITY 120 WATER PLANT DR		STATE RAIL AUTHORITY (DBA) SOUTH BRANCH VALLEY RAILROAD 120 WATER PLANT DR	
MOOREFIELD	WV	MOOREFIELD	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	Continual Surfacing between MP 0-12 & MP 37-43	0.00000	MILE	\$6,000.00	\$108,000.00

Comm Code	Manufacturer	Specification	Model #
72141603			

Extended Description:

See attached Exhibit "A" Pricing Pages to input pricing which should be completed in their entirety.

Continual surfacing between MP 0-12 & MP 37-43 on SBVR

SCHEDULE OF EVENTS

Line	Event	Event Date
1	Mandatory Pre-bid Meeting at 10:30 am., est.	2024-02-15
2	Vendor Technical Question Due By 11:00 am., est.	2024-02-22

SOLICITATION NUMBER: CRFQ DMT2400000004

Addendum Number: 3

The purpose of this addendum is to modify the solicitation identified as CRFQ DMT2400000004 to reflect the change(s) identified and described below.

Applicable Addendum Category:

- Modify bid opening date and time.
- Modify specifications of product or service being sought.
- To respond to technical questions.
- Attachment of pre-bid sign-in sheet.
- Correction of error.
- Other.

Additional Documentation:

To provide a copy of the Mandatory Pre-bid Meeting sign-in sheet, see attached.

To provide responses to the Vendor Technical questions, see attached.

To move the Bid Opening date to March 6th, 2024, at 1:30 pm., est.

To attach revised Exhibit "A" Pricing Page, see attached.

No other Changes.

Terms and Conditions:

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

Pre-Bid Sign-In Sheet

Solicitation Number: 0810 CRQF-DMT2400000004

Date of Pre-Bid Meeting: 2/15/2024

Location of Prebid Meeting: State Rail Office - Moorefield, WV

Please Note:

Vendors must sign-in on this sheet to verify attendance at the Pre-Bid meeting.
 Failure to legibly sign in may be grounds for declaring a vendor ineligible to bid.
 For further verification, please also provide a business card if possible.

<u>Firm Represented:*</u>	<u>Rep Name (Printed):</u>	<u>Firm Address:</u>	<u>Telephone #:</u>	<u>Fax #:</u>	<u>Email:</u>
Amtrak	BOB MATTHEWS	9436 EARLEY DR HAGERSTOWN, MD	3017973730		RMATTHEWS@ AMTRACMD.COM
Amtrak	Eduar Garcia-Hernandez	9436 Earley Drive Hagerstown, MD	240-695-8833		egarcia-hernandez@ amtrakmd.com
KRS	James Shreve	1550 N Jackson OH	304-815-2050		JT@Kennedy Rail.com
Rhineland Railroad	John Wharton	1600 Ansbyside rd Fallston, Maryland 21047	304 674 5143 410-879-1322		Johnnywharton@rhineland.com
Frontier Railroad services	Robert Simpson	100 Brady Place Suite 200 New Stanton Pa. 15672	724-925-1210 M-724-953-6800	724-925-9847	RSimpson@Frontier railroad.com
Morgan Rail Service	Tim Soudes	10152 Hedgesville RD Hedgesville WV 25427	304-258-2354		Tim@morganRailService.com

***One Vendor Per Representative** - No one individual is permitted to represent more than one vendor at the pre-bid meeting. Any individual that does attempt to represent two or more vendors will be required to select one vendor to which the individual's attendance will be attributed. The vendors not selected will be deemed to have not attended the pre-bid meeting unless another individual attended on their behalf.

Pre-Bid Sign-In Sheet

Solicitation Number: 0810 CRQF-DMT2400000004

Date of Pre-Bid Meeting: 2/15/2024

Location of Prebid Meeting: State Rail Office - Moorefield, WV

Please Note:

Vendors must sign-in on this sheet to verify attendance at the Pre-Bid meeting.
 Failure to legibly sign in may be grounds for declaring a vendor ineligible to bid.
 For further verification, please also provide a business card if possible.

<u>Firm Represented:*</u>	<u>Rep Name (Printed):</u>	<u>Firm Address:</u>	<u>Telephone #:</u>	<u>Fax #:</u>	<u>Email:</u>
Railworks	Bell Baker	2101 S. Capleton St Chicago IL 60608	315-681-5745		WBaker@railworks.com

***One Vendor Per Representative** - No one individual is permitted to represent more than one vendor at the pre-bid meeting. Any individual that does attempt to represent two or more vendors will be required to select one vendor to which the individual's attendance will be attributed. The vendors not selected will be deemed to have not attended the pre-bid meeting unless another individual attended on their behalf.

Responses to Vendor Technical Questions – Solicitation CRFQ DMT24*04

Question # 1. Are prevailing wages a requirement?

Answer # 1. No

Question # 2. Is the RR/State of WV requiring tie disposal tickets from the landfill for proper disposal?

Answer # 2. No

Question # 3. Will there be additional work other than what is on the original request for quotation?

Answer # 3. Yes. In addition to the 5,000 ties for disposal in the original request for quotation, there will be an additional estimated 300 used ties at Vanderlip for disposal. Please see the updated cost sheet.

Question # 4. **Item 6 Bid Submission** says, “Vendors can submit bids electronically through wvOASIS, in paper form deliver to the Purchasing Division at the address listed below either in person or by courier, or in facsimile form by faxing to the Purchasing Division at the number listed below.” Please confirm that all three of these options are available.

Answer # 4. This submission is correct.

Question # 5. **Item 16. TAXES says:** 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. Is the project exempt from State Sales Tax and will we receive an exemption certificate?

Answer # 5. Our agency is exempt from state sales tax, but our vendors are not exempt from state sales tax. Vendors will not receive an exemption certificate. Vendors will not be reimbursed for sales tax.

Question # 6. Specifications say All debris and trash will be removed from the railroad and disposed of by the Vendor. Are we only responsible for ties and or debris that we generate?

Answer # 6. Vendors will be responsible for removing any debris and trash that they generate. The vendor will be responsible for the removal of the 5,000 used ties that are being replaced and the additional estimated 300 used ties that we are adding to the specs at Vanderlip. In addition, as specifications state, spikes will be picked up and put in a designated location.

Question # 7. Neither box is checked under the Davis Bacon Pay requirements. Are prevailing wages and or certified payrolls required for this project?

Answer # 7. No

Question # 8. It appears that there is a total of 28 Miles of Surfacing on this project even though the bid quantity of surfacing is 18 miles. The cost for the 10 miles of Surfacing in the Tie Changeout area is to be included in the unit price and incidental to this item. Please confirm.

Answer # 8. This is correct. There is a total of 28 miles of surfacing. This includes the tie changeout area between MP 12.0 and MP 22, between MP 0-MP 12, and between MP 37- MP 43.

Question # 9. Is Railroad Protect Required for this project? If so, please state limits, number of trains per day and train speed.

Answer # 9. Yes, an SBVR employee will provide protection. Normally one freight train per day Monday-Friday. The excursion train will start May 1 and runs on Saturdays and Sundays at 1:00 p.m. departure running from Romney to Moorefield (MP14.5 – 32.0) and back. Exception is the last Saturday of every month with a 10:00 departure running from Romney to Petersburg (MP 14.5 – 51.2) and back and the last Sunday of every month running from Romney to Green Spring (MP 14.5 – MP 0) and back. Excursion trains run every day in October, do not plan on any work during this month. Our maximum train speed is 20 MPH.

Question # 10. What siding and locations along the way are we permitted to tie up and store equipment?

Answer # 10. Contractor may leave equipment at the turnout at Vanderlip MP 17.0

Question # 11. What percentage of ties will be changed out in curves that are 2 degrees or less?

Answer # 11. 40%

Question # 12. What percentage of ties will be changed out in curves that are over 2 degrees?

Answer # 12. 60%

Question # 13. What is the track footage of regauging in curves that are 2 degrees or less?

Answer # 13. Approximately 1,000

Question #14. What is the track footage of regauging in the curves that are over 2 degrees?

Answer # 14. Approximately 1,000

Question # 15. Will the gauge areas be marked prior to changing ties in tie changeout area?

Answer # 15. Yes. Gauge area and ties for replacement will be marked.

Question # 16. Will ballast be dumped on the track prior to surfacing in the areas where the ballast is light?

Answer # 16. Yes, SBVR will spread ballast after tie installation so production tamping will need to be scheduled no sooner than one month after the completion of tie installation to allow time for ballast to be spread as required.

Question # 17. Will the private stone crossings be surfaced through? If so, will the contractor be responsible for removing and furnishing material for reinstalling them?

Answer # 17. No, the contractor will not be responsible for removing, reinstalling, or furnishing materials for private stone crossings.

Question # 18. What sidings (Mile Post) can be used to tie down the track equipment at the end of the workday?

Answer # 18. Please see question/answer # 10

Question # 19. Will the resurfacing in the tie changeout area be bid in the tie changeout item? It doesn't specifically say resurfacing. It just says tamping, not sure if that means tamping the new ties up tight.

Answer # 19. Yes, contractors should include tamping/resurfacing in the bid amount for the tie changeout area.

Question # 20. Will a signal maintainer work with the surfacing gang during the surfacing through the towns?

Answer # 20. If they are not working with the surfacing gang, someone will be available if needed.

Question # 21. What is the anticipated start date?

Answer # 21. After the Purchasing Division has all the required paperwork and a completed the purchase order is awarded, a notice to proceed will be issued by the DMT/WV State Rail Authority then the contractor can start work.

Question # 22. What is the anticipated completion date?

Answer # 22. The contractor will have three hundred sixty-five days (365) from the notice to proceed date to complete the work.

Question # 23. Who is furnishing the 5,000 new ties and track spikes?

Answer # 23. The vendor will supply 5,000 new ties, track spikes and tie plugs.

Question # 24. If the owner is furnishing the material, where will the material be stored?

Answer # 24. As stated above the contractor will be responsible for furnishing the materials. The materials may be stored at the yard in Moorefield that has a locked gate. Materials may be delivered there also. The contractor must coordinate with the SBVR for material delivery.

Question # 25. If the contractor is furnishing the material, please provide material specifications.

Answer # 25. Please see Exhibit B – Project Plans from original request for quote. Material specifications were provided in Exhibit B – Project Plans.

Question # 26. What is the anticipated track time the contractor will have to perform the work?

Answer # 26. See question/answer # 9

Question # 27. Are prevailing wages required?

Answer # 27. No

Question # 28. Will ballast be required for surfacing or is there enough ballast to pull up from the shoulders?

Answer # 28. The SBVR will provide and place any ballast where it may be needed.

Question # 29. If ballast is required, who will furnish the ballast?

Answer # 29. The DMT/SBVR will provide and place any ballast where it may be needed.

Question # 30. What amount of lift is required in the surface track areas?

Answer # 30. Per Exhibit B, vendor is to surface entire track and establish best fit for curves including appropriate spirals per AREMA specifications. Degree of curves is listed on attached charts and curves will be set to 15 MPH.

Question # 31. Who will furnish the tie plugs for the regauging areas?

Answer # 31 The contractor is responsible for furnishing the tie plugs.

Question # 32. If the contractor furnishes any material, will material sales tax be required?

Answer # 32. The contractor is required to pay any sales tax on materials unless their company is tax exempt.

Question # 33. Will railroad flagman be provided by the SBV Railroad?

Answer # 33. Yes

Question # 34. Please provide the number of equipment clear up sidings within the work areas along with MP #'s.

Answer # 34. Only siding within the work area is at Vandertip MP 17.1

Question # 35. Since we are surfacing and tamping the tie replacement area, MP 0 to MP 12, will the newly installed ties require tamping after installation?

Answer # 35. See specifications, ties will be installed firmly against the rail. As long as they are firm, tamping will not be required during changeout. Tamping will be required as production tamping once everything is complete.

Question # 36. Can ties be delivered by rail and will there be a charge by Omnitrax/SBVR to spot cars at various locations?

Answer # 36. Yes, ties may be delivered by rail and there will be no charge to spot the cars.

Question # 37. Can Kopper Nap (QNAP) Ties be used?

Answer # 37 Yes

Question # 38. The 5% Bid Bond should list the State of West Virginia as the owner with an address of 2019 Washington Street East, Charleston, WV 25305-0130 – is this correct?

Answer # 38. Please see Addendum #2 which has attached the Bid Bond instructions on how to complete as well as the Bid Bond.

Question # 39. Is there a specific Bid Bond form that needs to be used?

Answer # 39. Yes, see Addendum 2 attached bid bond form.

Question # 40. I did not see the Drug Free Workplace Affidavit enclosed with the bid documents – can you please forward this form so we can include this requirement in our submission?

Answer # 41. Yes, please see Addendum 2 the Drug Free Workplace Affidavit attached.

Exhibit "A"
Price Sheet

Replace Crossties and Surface on the SBVR					
Line	Description	Unit of	Unit	Quantity	Extended
Item	Replace Crossties and Surfacing on SBVR	Measure	Cost	Needed	Cost
1.1.1	Replace 5,000 crossties between MP 12.0 and MP 22. (Include disposing of 300 used ties at Vanderlip with extended cost for Line Item 1.1.1)	Each	134.00	5,000	835,000.00
	(This includes tamping of this area)				
1.1.2	Additional Gaging between MP 12.0 & MP 22.0	Per Ft	6.00	4,800	28,800.00
1.1.4	Continual Surfacing between MP 0-12 & MP 37-43	Per Mile	6,000.00	18	108,000.00
				Total Bid Amount:	971,800.00

SOLICITATION NO.: CRFQ DMT2400000004

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)

- | | | | |
|-------------------------------------|----------------|--------------------------|-----------------|
| <input checked="" type="checkbox"/> | Addendum No. 1 | <input type="checkbox"/> | Addendum No. 6 |
| <input checked="" type="checkbox"/> | Addendum No. 2 | <input type="checkbox"/> | Addendum No. 7 |
| <input checked="" type="checkbox"/> | Addendum No. 3 | <input type="checkbox"/> | Addendum No. 8 |
| <input type="checkbox"/> | Addendum No. 4 | <input type="checkbox"/> | Addendum No. 9 |
| <input type="checkbox"/> | Addendum No. 5 | <input type="checkbox"/> | 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 that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

Amtrac Railroad Contractors of MD, Inc.

Company



Authorized Signature

March 5, 2024

Date

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



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

**State of West Virginia
 Centralized Request for Quote**

Proc Folder: 1355886			Reason for Modification: Addendum No. 2
Doc Description: Construction Replace 5000 ties on SBVR, Gaging & Surfacing			
Proc Type: Central Purchase Order			
Date Issued	Solicitation Closes	Solicitation No	Version
2024-01-25	2024-02-29 13:30	CRFQ 0810 DMT2400000004	3

BID RECEIVING LOCATION

BID CLERK
 DEPARTMENT OF ADMINISTRATION
 PURCHASING DIVISION
 2019 WASHINGTON ST E
 CHARLESTON WV 25305
 US

VENDOR

Vendor Customer Code: 000000177857
Vendor Name : Amtrac Railroad Contractors of MD, Inc.
Address : 9436
Street : Earley Drive
City : Hagerstown
State : MD **Country :** USA **Zip :** 21740
Principal Contact : Robert L. Matthews
Vendor Contact Phone: 301-797-3730 **Extension:**

FOR INFORMATION CONTACT THE BUYER
 David H Pauline
 304-558-0067
 david.h.pauline@wv.gov

Vendor Signature X  **FEIN#** 35-1649116 **DATE** March 5, 2024

All offers subject to all terms and conditions contained in this solicitation

ADDITIONAL INFORMATION

Addendum No. 1

To provide documents, forms that were inadvertently omitted from the original solicitation documents.

- * Please see the attached Bid Bond Instructions and form, as well as the
- * Drug Free Workplace Affidavit.

The Mandatory Pre-bid Meeting remains February 15, 2024, at 10:30 am., est.

The Vendor Technical questions due date remains February 22, 2024, at 11:00 am., est.

The Bid Opening date remains February 29, 2024 at 1:30 pm., est.

No other Changes.

Mandatory pre-bid meeting on 02/15/2024 at 10:30 am is located at 120 Water Plant Drive, Moorefield, WV 26836

INVOICE TO		SHIP TO	
STATE RAIL AUTHORITY 120 WATER PLANT DR		STATE RAIL AUTHORITY (DBA) SOUTH BRANCH VALLEY RAILROAD 120 WATER PLANT DR	
MOOREFIELD	WV	MOOREFIELD	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Replace 5000 Ties and Tamp between MP 12.0 and MP 22.0	0.00000	EA	\$167.00	\$835,000.00

Comm Code	Manufacturer	Specification	Model #
72141603			

Extended Description:

See attached Exhibit "A" Pricing Pages to input pricing which should be completed in their entirety.

Replace 5000 ties and tamp area between MP 12.0 - 22.0 on SBVR

INVOICE TO			SHIP TO		
STATE RAIL AUTHORITY 120 WATER PLANT DR			STATE RAIL AUTHORITY (DBA) SOUTH BRANCH VALLEY RAILROAD 120 WATER PLANT DR		
MOOREFIELD	WV		MOOREFIELD	WV	
US			US		

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Additional Gaging between MP 12.0 & MP 22.0	0.00000	FT	\$6.00	\$28,800.00

Comm Code	Manufacturer	Specification	Model #
72141603			

Extended Description:

See attached Exhibit "A" Pricing Pages to input pricing which should be completed in their entirety.

Additional Gaging between MP 12.0 & MP 22.0 on SBVR

INVOICE TO			SHIP TO		
STATE RAIL AUTHORITY 120 WATER PLANT DR			STATE RAIL AUTHORITY (DBA) SOUTH BRANCH VALLEY RAILROAD 120 WATER PLANT DR		
MOOREFIELD	WV		MOOREFIELD	WV	
US			US		

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	Continual Surfacing between MP 0-12 & MP 37-43	0.00000	MILE	\$6,000.00	\$108,000.00

Comm Code	Manufacturer	Specification	Model #
72141603			

Extended Description:

See attached Exhibit "A" Pricing Pages to input pricing which should be completed in their entirety.

Continual surfacing between MP 0-12 & MP 37-43 on SBVR

SCHEDULE OF EVENTS

Line	Event	Event Date
1	Mandatory Pre-bid Meeting at 10:30 am., est.	2024-02-15
2	Vendor Technical Question Due By 11:00 am., est.	2024-02-22

SOLICITATION NUMBER: CRFQ DMT2400000004

Addendum Number: 2

The purpose of this addendum is to modify the solicitation identified as CRFQ DMT2400000004 to reflect the change(s) identified and described below.

Applicable Addendum Category:

- Modify bid opening date and time.
- Modify specifications of product or service being sought.
- To respond to technical questions.
- Attachment of pre-bid sign-in sheet.
- Correction of error.
- Other.

Additional Documentation:

To provide documents, forms that were inadvertently omitted from the original solicitation documents.

- * Please see the attached Bid Bond Instructions and form, as well as the**
- * Drug Free Workplace Affidavit.**

The Mandatory Pre-bid Meeting remains February 15, 2024, at 10:30 am., est.

The Vendor Technical questions due date remains February 22, 2024, at 11:00 am., est.

The Bid Opening date remains February 29, 2024, at 1:30 pm., est.

No other Changes.

Terms and Conditions:

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

BID BOND PREPARATION INSTRUCTIONS

AGENCY (A) _____
RFQ/RFP# (B) _____

Bid Bond

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

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned,
_____(C)_____ of _____(D)_____, _____(E)_____
as Principal, and _____(F)_____ of _____(G)_____
_____(H)_____, a corporation organized and existing under the laws
of the State of _____(I)_____ with its principal office in the City of
_____(J)_____, as Surety, are held and firmly bound unto The State
of West Virginia, as Obligee, in the penal sum of _____(K)_____
(\$ _____(L)_____) for the payment of which, well and truly to be made,
we jointly and severally bind ourselves, our heirs, administrators, executors,
successors and assigns.

The Condition of the above obligation is such that whereas the Principal has submitted to the Purchasing Section of the Department of Administration a certain bid or proposal, attached hereto and made a part hereof to enter into a contract in writing for _____
_____(M)_____

NOW THEREFORE

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

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

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

Principal Seal _____(Q)_____
(Name of Principal)
(R)
By _____(S)_____
(Must be President, Vice President, or Duly Authorized Agent)
_____(T)_____
Title
Surety Seal _____(V)_____
(Name of Surety)
_____(W)_____
Attorney-in-Fact

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

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



State of West Virginia

PURCHASING DIVISION

Construction Bid Submission Review Form

This list has been provided for informational purposes only and is not to be construed as a complete list of request for quotation or bidding requirements for any individual construction project. This list does not and cannot include every item, mistake or oversight that could cause a contractor's bid to be disqualified. Rather, this list is intended to draw attention to some of the most common problems that the Purchasing Division encounters in the bidding process for construction projects. All potential bidders must read the request for quotation, all additional documents, and all instructions relating thereto ("Bid Documents") in their entirety to identify the actual request for quotation and bidding requirements. Failure to read the Bid Documents in their entirety and comply with the stated requirements contained therein may result in bid disqualification.

Errors That Shall Be Reason for Immediate Bid Disqualification

1. Failure to attend a mandatory pre-bid meeting
2. Failure to sign the bid
3. Failure to supply a valid bid bond or other surety approved by the state of West Virginia
4. Failure to meet any mandatory requirement of the solicitation
5. Failure to submit bid prior to the bid opening date and time
6. Federal debarment
7. State of West Virginia debarment or suspension

Errors that May Be Reason for Bid Disqualification Before Contract Award

1. Failure to acknowledge receipt of Addenda (only if stipulated as mandatory)
2. Debt to the state or political subdivision (must be cured prior to award)
3. Workers' Compensation or Unemployment Compensation delinquency (must be cured prior to award)
4. Not registered as a vendor with the state of West Virginia (must be cured prior to award)
5. Failure to obtain required bonds and/or insurance
6. Failure to provide the sub-contractor listing within one business day of bid opening or one business day of the request to do so by the Purchasing Division
7. Failure to supply West Virginia contractor's license number with bid or within one day of Purchasing Division request to do so
8. Failure to supply a signed drug-free workplace affidavit with bid or within one day of Purchasing Division request to do so
9. Failure to use the provided solicitation form (only if stipulated as mandatory)

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFQ DMT2400000004

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)

- | | | | |
|-------------------------------------|----------------|--------------------------|-----------------|
| <input checked="" type="checkbox"/> | Addendum No. 1 | <input type="checkbox"/> | Addendum No. 6 |
| <input checked="" type="checkbox"/> | Addendum No. 2 | <input type="checkbox"/> | Addendum No. 7 |
| <input type="checkbox"/> | Addendum No. 3 | <input type="checkbox"/> | Addendum No. 8 |
| <input type="checkbox"/> | Addendum No. 4 | <input type="checkbox"/> | Addendum No. 9 |
| <input type="checkbox"/> | Addendum No. 5 | <input type="checkbox"/> | 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 that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

Amtrac Railroad Contractors of MD, Inc.

Company



Authorized Signature

March 5, 2024

Date

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



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

**State of West Virginia
 Centralized Request for Quote**

Proc Folder: 1355886			Reason for Modification: Addendum No. 1
Doc Description: Construction Replace 5000 ties on SBVR, Gaging & Surfacing			
Proc Type: Central Purchase Order			
Date Issued	Solicitation Closes	Solicitation No	Version
2024-01-22	2024-02-29 13:30	CRFQ 0810 DMT2400000004	2

BID RECEIVING LOCATION

BID CLERK
 DEPARTMENT OF ADMINISTRATION
 PURCHASING DIVISION
 2019 WASHINGTON ST E
 CHARLESTON WV 25305
 US

VENDOR

Vendor Customer Code: 000000177857
Vendor Name : Amtrac Railroad Contractors of MD, Inc.
Address : 9436
Street : Earley Drive
City : Hagerstown
State : MD **Country :** USA **Zip :** 21740
Principal Contact : Robert L. Matthews
Vendor Contact Phone: 301-797-3730 **Extension:**

FOR INFORMATION CONTACT THE BUYER
 David H Pauline
 304-558-0067
 david.h.pauline@wv.gov

Vendor Signature X  **FEIN#** 35-1649116 **DATE** March 5, 2024

All offers subject to all terms and conditions contained in this solicitation

ADDITIONAL INFORMATION
Addendum No. 1
To move the Mandatory Pre-Bid Meeting to February 15, 2024, at 10:30 am., est. To move the Vendor Technical questions due date to February 22, 2024, at 11:00 am., est. To move Bid Opening date to February 29, 2024 at 1:30 pm., est.
No other changes.

INVOICE TO	SHIP TO
STATE RAIL AUTHORITY 120 WATER PLANT DR MOOREFIELD WV US	STATE RAIL AUTHORITY (DBA) SOUTH BRANCH VALLEY RAILROAD 120 WATER PLANT DR MOOREFIELD WV US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Replace 5000 Ties and Tamp between MP 12.0 and MP 22.0	0.00000	EA	\$167.00	\$835,000.00

Comm Code	Manufacturer	Specification	Model #
72141603			

Extended Description:

See attached Exhibit "A" Pricing Pages to input pricing which should be completed in their entirety.

Replace 5000 ties and tamp area between MP 12.0 - 22.0 on SBVR

INVOICE TO	SHIP TO
STATE RAIL AUTHORITY 120 WATER PLANT DR MOOREFIELD WV US	STATE RAIL AUTHORITY (DBA) SOUTH BRANCH VALLEY RAILROAD 120 WATER PLANT DR MOOREFIELD WV US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Additional Gaging between MP 12.0 & MP 22.0	0.00000	FT	\$6.00	\$28,800.00

Comm Code	Manufacturer	Specification	Model #
72141603			

Extended Description:

See attached Exhibit "A" Pricing Pages to input pricing which should be completed in their entirety.

Additional Gaging between MP 12.0 & MP 22.0 on SBVR

INVOICE TO		SHIP TO	
STATE RAIL AUTHORITY 120 WATER PLANT DR		STATE RAIL AUTHORITY (DBA) SOUTH BRANCH VALLEY RAILROAD 120 WATER PLANT DR	
MOOREFIELD	WV	MOOREFIELD	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	Continual Surfacing between MP 0-12 & MP 37-43	0.00000	MILE	\$6,000.00	\$108,000.00

Comm Code	Manufacturer	Specification	Model #
72141603			

Extended Description:

See attached Exhibit "A" Pricing Pages to input pricing which should be completed in their entirety.

Continual surfacing between MP 0-12 & MP 37-43 on SBVR

SCHEDULE OF EVENTS

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	Mandatory Pre-bid Meeting at 10:30 am., est.	2024-02-15
2	Vendor Technical Question Due By 11:00 am., est.	2024-02-22

SOLICITATION NUMBER: CRFQ DMT2400000004

Addendum Number: 1

The purpose of this addendum is to modify the solicitation identified as CRFQ DMT2400000004 to reflect the change(s) identified and described below.

Applicable Addendum Category:

- Modify bid opening date and time
- Modify specifications of product or service being sought
- To respond to technical questions
- Attachment of pre-bid sign-in sheet
- Correction of error
- Other

Additional Documentation:

To move the Mandatory Pre-Bid Meeting to February 15, 2024, at 10:30 am., est.
To move the Vendor Technical questions due date to February 22, 2024, at 11:00 am., est.
To move Bid Opening date to February 29, 2024, at 1:30 pm., est.

No other changes.

Terms and Conditions:

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFQ DMT240000004

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)

- | | | | |
|-------------------------------------|----------------|--------------------------|-----------------|
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| <input type="checkbox"/> | Addendum No. 3 | <input type="checkbox"/> | Addendum No. 8 |
| <input type="checkbox"/> | Addendum No. 4 | <input type="checkbox"/> | Addendum No. 9 |
| <input type="checkbox"/> | Addendum No. 5 | <input type="checkbox"/> | 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 that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

Amtrac Railroad Contractors of MD, Inc.

Company



Authorized Signature

March 5, 2024

Date

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



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

State of West Virginia
 Centralized Request for Quote

Proc Folder: 1355886	Reason for Modification:
Doc Description: Construction Replace 5000 ties on SBVR, Gaging & Surfacing	
Proc Type: Central Purchase Order	

Date Issued	Solicitation Closes	Solicitation No	Version
2024-01-19	2024-02-22 13:30	CRFQ 0810 DMT2400000004	1

BID RECEIVING LOCATION

BID CLERK
 DEPARTMENT OF ADMINISTRATION
 PURCHASING DIVISION
 2019 WASHINGTON ST E
 CHARLESTON WV 25305
 US

VENDOR

Vendor Customer Code: 000000177857

Vendor Name : Amtrac Railroad Contractors of MD, Inc.

Address : 9436
Street : Earley Drive
City : Hagerstown
State : Maryland **Country :** United States **Zip :** 21740

Principal Contact : Robert L. Matthews

Vendor Contact Phone: 301-797-3730 **Extension:**

FOR INFORMATION CONTACT THE BUYER
 David H Pauline
 304-558-0067
 david.h.pauline@wv.gov



Vendor Signature X **FEIN#** 35-1649116 **DATE** March 5, 2024

All offers subject to all terms and conditions contained in this solicitation

ADDITIONAL INFORMATION

Construction

The West Virginia Purchasing Division, for the agency, the West Virginia Multimodal - State Rail Authority, is soliciting bids from qualified contractors to replace 5,000 ties between MP 12.0 - MP 22.0 and tamp this area, an additional 10 miles of gaging and continual surfacing between MP 0-12 & MP 37-43 on the South Branch Valley Railroad , per the attached documentation.

Mandatory pre-bid meeting will be held on 02/8/2024 at 10:30 am at 120 Water Plant Drive, Moorefield, WV 26836

INVOICE TO		SHIP TO	
STATE RAIL AUTHORITY 120 WATER PLANT DR		STATE RAIL AUTHORITY (DBA) SOUTH BRANCH VALLEY RAILROAD 120 WATER PLANT DR	
MOOREFIELD	WV	MOOREFIELD	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Replace 5000 Ties and Tamp between MP 12.0 and MP 22.0	0.00000	EA	\$167.00	\$835,000.00

Comm Code	Manufacturer	Specification	Model #
72141603			

Extended Description:

See attached Exhibit "A" Pricing Pages to input pricing which should be completed in their entirety.

Replace 5000 ties and tamp area between MP 12.0 - 22.0 on SBVR

INVOICE TO		SHIP TO	
STATE RAIL AUTHORITY 120 WATER PLANT DR		STATE RAIL AUTHORITY (DBA) SOUTH BRANCH VALLEY RAILROAD 120 WATER PLANT DR	
MOOREFIELD	WV	MOOREFIELD	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Additional Gaging between MP 12.0 & MP 22.0	0.00000	FT	\$6.00	\$28,800.00

Comm Code	Manufacturer	Specification	Model #
72141603			

Extended Description:

See attached Exhibit "A" Pricing Pages to input pricing which should be completed in their entirety.

Additional Gaging between MP 12.0 & MP 22.0 on SBVR

INVOICE TO		SHIP TO	
STATE RAIL AUTHORITY 120 WATER PLANT DR		STATE RAIL AUTHORITY (DBA) SOUTH BRANCH VALLEY RAILROAD 120 WATER PLANT DR	
MOOREFIELD	WV	MOOREFIELD	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	Continual Surfacing between MP 0-12 & MP 37-43	0.00000	MILE	\$6,000.00	\$108,000.00

Comm Code	Manufacturer	Specification	Model #
72141603			

Extended Description:

See attached Exhibit "A" Pricing Pages to input pricing which should be completed in their entirety.

Continual surfacing between MP 0-12 & MP 37-43 on SBVR

SCHEDULE OF EVENTS

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	Mandatory Pre-bid Meeting at 10:30 am., est.	2024-02-08
2	Vendor Technical Question Due By 11:00 am., est.	2024-02-15

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 **MANDATORY PRE-BID** meeting will be held at the following place and time:
Location: 120 Water Plant Drive, Moorefield, WV 26836

February 8, 2024 @ 10:30 a.m.

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 individual is permitted to represent more than one vendor at the pre-bid meeting. Any individual that does attempt to represent two or more vendors will be required to select one vendor to which the individual's attendance will be attributed. The vendors not selected will be deemed to have not attended the pre-bid meeting unless another individual attended on their behalf.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying 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.

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 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 nonbinding.

Submitted emails should have the solicitation number in the subject line.

Question Submission Deadline: February 15, 2024, at 11:00 am., est.

Submit Questions to: David Pauline
2019 Washington Street, East
Charleston, WV 25305
Fax: (304) 558-3970
Email: David.H.Pauline@wv.gov

5. VERBAL COMMUNICATION: Any verbal communication between the Vendor and any State personnel is not binding, including verbal communication 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 submitted on or before the date and time of the bid opening listed in section 7 below. Vendors can submit bids electronically through wvOASIS, in paper form delivered to the Purchasing Division at the address listed below either in person or by courier, or in facsimile form by faxing to the Purchasing Division at the number listed below. Notwithstanding the foregoing, the Purchasing Division may prohibit the submission of bids electronically through wvOASIS at its sole discretion. Such a prohibition will be contained and communicated in the wvOASIS system resulting in the Vendor's inability to submit bids through wvOASIS. The Purchasing Division will not accept bids, modification of bids, or addendum acknowledgment forms via email. Bids submitted in paper or facsimile form must contain a signature. Bids submitted in wvOASIS are deemed to be electronically signed.

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.

For Request for Proposal ("RFP") Responses Only: Submission of a response to a Request for Proposal is not permitted in wvOASIS. In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal prior to the bid opening date and time identified in Section 7 below, plus N/A convenience copies of each to the Purchasing Division at the address shown below. Additionally, the Vendor should clearly identify and segregate the cost proposal from the technical proposal in a separately sealed envelope.

Bid Delivery Address and Fax Number:

Department of Administration, Purchasing Division
2019 Washington Street East
Charleston, WV 25305-0130
Fax: 304-558-3970

A bid submitted in paper or facsimile form should contain the information listed below on the face of the submission envelope or fax cover sheet. Otherwise, the bid may be rejected by the Purchasing Division.

VENDOR NAME: Amtrac Railroad Contractors of MD, Inc.
BUYER: David Pauline
SOLICITATION NO.: CRFQ 0810 DMT2400000004
BID OPENING DATE: March 6, 2024
BID OPENING TIME: 1:30 PM
FAX NUMBER: 301-797-3740

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 confirmation of delivery is provided by wvOASIS (in the case of electronic submission) or when the bid is time stamped by the official Purchasing Division time clock (in the case of hand delivery).

Bid Opening Date and Time: March 6, 2024, 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.

10. ALTERNATE MODEL OR BRAND: Unless the box below is checked, any model, brand, or specification listed in this Solicitation 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.

This Solicitation is based upon a standardized commodity established under W. Va. Code § 5A-3-61. Vendors are expected to bid the standardized commodity identified. Failure to bid the standardized commodity will result in your firm's bid being rejected.

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. 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.

13. 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.

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

15. PREFERENCE: Vendor Preference may be requested in purchases of motor vehicles or construction and maintenance equipment and machinery used in highway and other infrastructure projects. Any request for preference must be submitted in writing with the bid, must specifically identify the preference requested with reference to the applicable subsection of West Virginia Code § 5A-3-37, and must include with the bid any information necessary to evaluate and confirm the applicability of the requested preference. A request form to help facilitate the request can be found at: www.state.wv.us/admin/purchase/vrc/Venpref.pdf.

15A. RECIPROCAL PREFERENCE: The State of West Virginia applies a reciprocal preference to all solicitations for commodities and printing in accordance with W. Va. Code § 5A-3-37(b). In effect, non-resident vendors receiving a preference in their home states, will see that same preference granted to West Virginia resident vendors bidding against them in West Virginia. Any request for reciprocal preference must include with the bid any information necessary to evaluate and confirm the applicability of the preference. A request form to help facilitate the request can be found at: www.state.wv.us/admin/purchase/vrc/Venpref.pdf.

16. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES: For any solicitations publicly advertised for bid, in accordance with West Virginia Code §5A-3-37 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 contract award 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.

17. 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.

18. ELECTRONIC FILE ACCESS RESTRICTIONS: Vendor must ensure that its submission in wvOASIS can be accessed and viewed by the Purchasing Division staff immediately upon bid opening. The Purchasing Division will consider any file that cannot be immediately accessed and viewed at the time of the bid opening (such as, encrypted files, password protected files, or incompatible files) to be blank or incomplete as context requires and are therefore unacceptable. A vendor will not be permitted to unencrypt files, remove password protections, or resubmit documents after bid opening to make a file viewable if those documents are required with the bid. A Vendor may be required to provide document passwords or remove access restrictions to allow the Purchasing Division to print or electronically save documents provided that those documents are viewable by the Purchasing Division prior to obtaining the password or removing the access restriction.

19. NON-RESPONSIBLE: The Purchasing Division Director reserves the right to reject the bid of any vendor as Non-Responsible in accordance with W. Va. Code of State Rules § 148-1-5.3, when the Director determines that the vendor submitting the bid does not have the capability to fully perform or lacks the integrity and reliability to assure good-faith performance.”

20. ACCEPTANCE/REJECTION: The State may accept or reject any bid in whole, or in part in accordance with W. Va. Code of State Rules § 148-1-4.5. and § 148-1-6.4.b.”

21. YOUR SUBMISSION IS A PUBLIC DOCUMENT: Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

22. WITH THE BID REQUIREMENTS: In instances where these specifications require documentation or other information with the bid, and a vendor fails to provide it with the bid, the Director of the Purchasing Division reserves the right to request those items after bid opening and prior to contract award pursuant to the authority to waive minor irregularities in bids or specifications under W. Va. CSR § 148-1-4.6. This authority does not apply to instances where state law mandates receipt with the bid.

23. EMAIL NOTIFICATION OF AWARD: The Purchasing Division will attempt to provide bidders with e-mail notification of contract award when a solicitation that the bidder participated in has been awarded. For notification purposes, bidders must provide the Purchasing Division with a valid email address in the bid response. Bidders may also monitor *wvOASIS* or the Purchasing Division's website to determine when a contract has been awarded.

24. ISRAEL BOYCOTT CERTIFICATION: Vendor's act of submitting a bid in response to this solicitation shall be deemed a certification from bidder to the State that bidder is not currently engaged in, and will not for the duration of the contract, engage in a boycott of Israel. This certification is required by W. Va. Code § 5A-3-63.

GENERAL TERMS AND CONDITIONS:

1. CONTRACTUAL AGREEMENT: Issuance of an Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance by the State of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid, or on the Contract if the Contract is not the result of a bid solicitation, 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. "Bid" or "Proposal" means the vendors submitted response to this solicitation.

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

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

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

2.6. "Award Document" 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 contract holder.

2.7. "Solicitation" means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.

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

2.9. "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: The Initial Contract Term will be for a period of _____, _____, The Initial Contract Term becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as _____), and the Initial Contract Term ends on the effective end date also shown on the first page of this Contract.

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 should be delivered to the Agency and then submitted to the Purchasing Division 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. Unless otherwise specified below, renewal of this Contract is limited to _____ successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed the total number of months available in all renewal years combined. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

Alternate Renewal Term – This contract may be renewed for _____ successive _____ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

Delivery Order Limitations: In the event that this contract permits delivery orders, a delivery order may only be issued during the time this Contract is in effect. Any delivery order issued within one year of the expiration of this Contract shall be effective for one year from the date the delivery order is issued. No delivery 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 three-hundred sixty-five (365) days.

Fixed Period Contract with Renewals: This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within _____ days. Upon completion of the work covered by the preceding sentence, the vendor agrees that:

the contract will continue for _____ years;

the contract may be renewed for _____ successive _____ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's Office (Attorney General approval is as to form only).

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

Construction/Project Oversight: This Contract becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as _____), and continues until the project for which the vendor is providing oversight is complete.

Other: Contract Term specified in _____

4. AUTHORITY TO PROCEED: Vendor is authorized to begin performance of this contract on the date of encumbrance listed on the front page of the Award Document unless either the box for "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked in Section 3 above. If either "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked, Vendor must not begin work until it receives a separate notice to proceed from the State. The notice to proceed will then be incorporated into the Contract via change order to memorialize the official date that work commenced.

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/Award Document 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.

Construction: This Contract is for construction activity more fully defined in the specifications.

6. 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 a 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.

7. REQUIRED DOCUMENTS: All of the items checked in this section must be provided to the Purchasing Division by the Vendor as specified:

LICENSE(S) / CERTIFICATIONS / PERMITS: In addition to anything required under the Section of the General Terms and Conditions entitled Licensing, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits upon request and in a form acceptable to the State. The request may be prior to or after contract award at the State's sole discretion.

WV Contractors License WV020362

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

8. INSURANCE: The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below prior to Contract award. The insurance coverages identified below must be maintained throughout the life of this contract. Thirty (30) days prior to the expiration of the insurance policies, Vendor shall provide the Agency with proof that the insurance mandated herein has been continued. Vendor must also provide Agency with immediate notice of any changes in its insurance policies, including but not limited to, policy cancelation, policy reduction, or change in insurers. The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether that insurance requirement is listed in this section.

Vendor must maintain:

Commercial General Liability Insurance in at least an amount of: \$1,000,000 per occurrence.

Automobile Liability Insurance in at least an amount of: \$1,000,000 per occurrence.

Professional/Malpractice/Errors and Omission Insurance in at least an amount of: _____ per occurrence. Notwithstanding the forgoing, Vendor's are not required to list the State as an additional insured for this type of policy.

Commercial Crime and Third Party Fidelity Insurance in an amount of: _____ per occurrence.

Cyber Liability Insurance in an amount of: _____ per occurrence.

Builders Risk Insurance in an amount equal to 100% of the amount of the Contract.

Pollution Insurance in an amount of: _____ per occurrence.

Aircraft Liability in an amount of: _____ per occurrence.

9. WORKERS' COMPENSATION INSURANCE: Vendor shall comply with laws relating to workers compensation, shall maintain workers' compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request.

10. VENUE: All legal actions for damages brought by Vendor against the State shall be brought in the West Virginia Claims Commission. Other causes of action must be brought in the West Virginia court authorized by statute to exercise jurisdiction over it.

11. LIQUIDATED DAMAGES: 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. Vendor shall pay liquidated damages in the amount specified below or as described in the specifications:

\$1,000 _____ for Each day over 365 days _____.

Liquidated Damages Contained in the Specifications.

Liquidated Damages Are Not Included in this Contract.

12. ACCEPTANCE: Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the State that cannot be unilaterally withdrawn, signifies that the product or service proposed by vendor meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise indicated, and signifies acceptance of the terms and conditions contained in the Solicitation unless otherwise indicated.

13. 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. Notwithstanding the foregoing, Vendor must extend any publicly advertised sale price to the State and invoice at the lower of the contract price or the publicly advertised sale price.

14. PAYMENT IN ARREARS: Payments for goods/services will be made in arrears only upon receipt of a proper invoice, detailing the goods/services provided or receipt of the goods/services, whichever is later. Notwithstanding the foregoing, payments for software maintenance, licenses, or subscriptions may be paid annually in advance.

15. PAYMENT METHODS: Vendor must accept payment by electronic funds transfer and P-Card. (The State of West Virginia's Purchasing Card program, administered under contract by a banking institution, processes payment for goods and services through state designated credit cards.)

16. 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.

17. ADDITIONAL FEES: Vendor is not permitted to charge additional fees or assess additional charges that were not either expressly provided for in the solicitation published by the State of West Virginia, included in the Contract, or included in the unit price or lump sum bid amount that Vendor is required by the solicitation to provide. Including such fees or charges as notes to the solicitation may result in rejection of vendor's bid. Requesting such fees or charges be paid after the contract has been awarded may result in cancellation of the contract.

18. 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. If that occurs, the State may notify the Vendor that an alternative source of funding has been obtained and thereby avoid the automatic termination. Non-appropriation or non-funding shall not be considered an event of default.

19. 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 also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-5.2.b.

20. TIME: Time is of the essence regarding all matters of time and performance in this Contract.

21. 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.

22. COMPLIANCE WITH LAWS: Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances.

SUBCONTRACTOR COMPLIANCE: Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to comply with all applicable laws, regulations, and ordinances. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

23. 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.

24. 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). Any change to existing contracts that adds work or changes contract cost, and were not included in the original contract, must be approved by the Purchasing Division and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change.

25. 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.

- **26. 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.

27. 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.

28. 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.

29. 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.

30. PRIVACY, SECURITY, AND 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 www.state.wv.us/admin/purchase/privacy.

31. YOUR SUBMISSION IS A PUBLIC DOCUMENT: Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

32. LICENSING: In accordance with West Virginia Code of State Rules § 148-1-6.1.e, 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. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. 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.

SUBCONTRACTOR COMPLIANCE: Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to be licensed, in good standing, and up-to-date on all state and local obligations as described in this section. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

33. ANTITRUST: In submitting a bid to, signing a contract with, or accepting an Award Document 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.

34. VENDOR NON-CONFLICT: Neither Vendor nor its representatives are permitted to have any interest, nor shall they 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.

35. 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.

36. 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.

37. NO DEBT CERTIFICATION: In accordance with West Virginia Code §§ 5A-3-10a and 5-22-1(i), the State is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State. By submitting a bid, or entering into a contract with the State, Vendor is affirming that (1) for construction contracts, the Vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, neither the Vendor nor any related party owe a debt as defined above, and neither the Vendor nor any related party are in employer default as defined in the statute cited above unless the debt or employer default is permitted under the statute.

38. CONFLICT OF INTEREST: Vendor, its officers or members or employees, shall not presently have or acquire an 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.

39. 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.division@wv.gov.

40. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, 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.

41. 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.
- c. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
 1. 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
 2. 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.

42. 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.

43. INTERESTED PARTY SUPPLEMENTAL DISCLOSURE: W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$1 million, the Vendor must submit to the Agency a disclosure of interested parties prior to beginning work under this Contract. Additionally, the Vendor must submit a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-work interested party disclosure, within 30 days following the completion or termination of the contract. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

44. PROHIBITION AGAINST USED OR REFURBISHED: Unless expressly permitted in the solicitation published by the State, Vendor must provide new, unused commodities, and is prohibited from supplying used or refurbished commodities, in fulfilling its responsibilities under this Contract.

45. VOID CONTRACT CLAUSES: This Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law.

46. ISRAEL BOYCOTT: Bidder understands and agrees that, pursuant to W. Va. Code § 5A-3-63, it is prohibited from engaging in a boycott of Israel during the term of this contract.

ADDITIONAL TERMS AND CONDITIONS (Construction Contracts Only)

1. CONTRACTOR'S LICENSE: Until June 15, 2021, West Virginia Code § 21-11-2, and after that date, § 30-42-2, 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 Contractor Licensing Board.

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

2. BONDS: The following bonds must be submitted:

- BID BOND:** Pursuant to the requirements contained in W. Va. Code § 5-22-1(c), All Vendors submitting a bid on a construction project shall furnish a valid 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 OR VENDOR'S BID WILL BE DISQUALIFIED.**
- PERFORMANCE BOND:** The apparent successful Vendor shall provide a performance bond in the amount of 100% of the contract. The performance bond must be received by the Purchasing Division prior to Contract award. (Attorney General requires use of the State approved bond forms found at: www.state.wv.us/admin/purchase/forms2.html)
- 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 delivered to the Purchasing Division prior to Contract award. (Attorney General requires use of the State approved bond forms found at: www.state.wv.us/admin/purchase/forms2.html)
- MAINTENANCE BOND:** The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system if the work impacts an existing roof. The amount of the bond must be equal to the price associated with the percentage of the project impacting the roof. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award. (Attorney General requires use of the State approved bond forms found at: www.state.wv.us/admin/purchase/forms2.html)

At a minimum, all construction projects require a bid bond, performance bond, and labor/material payment bond. Failure on the part of the state of West Virginia to checkmark the required bonds above does not relieve the vendor from the legal requirement of providing these bonds.

In lieu of the Bid 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 the bid bond must be of the same amount required of the Bid Bond and delivered with the bid.

3. 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 an affidavit that the Vendor has a written plan for a drug-free workplace policy. If the affidavit is not submitted with the bid submission, the Purchasing Division shall promptly request by telephone and electronic mail that the low bidder and second low bidder provide the affidavit within one business day of the request. Failure to submit the affidavit within one business day of receiving the request shall result in disqualification of the bid. To comply with this law, Vendor should complete the enclosed drug-free workplace affidavit and submit the same with its bid. Failure to submit the signed and notarized drugfree workplace affidavit or a similar affidavit that fully complies with the requirements of the applicable code, within one business day of being requested to do so shall result in disqualification of Vendor's bid. Pursuant to W. Va. Code 21-1D-2(b) and (k), this provision does not apply to public improvement contracts the value of which is \$100,000 or less or temporary or emergency repairs.

3.1. 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 shall 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.

Pursuant to W. Va. Code 21-1D-2(b) and (k), this provision does not apply to public improvement contracts the value of which is \$100,000 or less or temporary or emergency repairs.

4. 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. Pursuant to W. Va. Code 21-1D-2(b) and (k), this provision does not apply to public improvement contracts the value of which is \$100,000 or less or temporary or emergency repairs.

5. 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 attached AIA documents, as amended by the Supplementary Conditions for the State of West Virginia, in addition to the terms and conditions contained herein.

6. PROHIBITION AGAINST GENERAL CONDITIONS: Notwithstanding anything contained in the AIA Documents or the Supplementary Conditions, the State of West Virginia will not pay for general conditions, or winter conditions, or any other condition representing a delay in the contracts. The Vendor is expected to mitigate delay costs to the greatest extent possible and any costs associated with Delays must be specifically and concretely identified. The state will not consider an average daily rate multiplied by the number of days extended to be an acceptable charge.

7. 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.

8. LOCAL LABOR MARKET HIRING REQUIREMENT: Pursuant to West Virginia Code §21-1C-1 et seq., Employers shall hire at least seventy-five percent of employees for public improvement construction projects from the local labor market, to be rounded off, with at least two employees from outside the local labor market permissible for each employer per project.

Any employer unable to employ the minimum number of employees from the local labor market shall inform the nearest office of Workforce West Virginia of the number of qualified employees needed and provide a job description of the positions to be filled.

If, within three business days following the placing of a job order, Workforce West Virginia is unable to refer any qualified job applicants to the employer or refers less qualified job applicants than the number requested, then Workforce West Virginia shall issue a waiver to the employer stating the unavailability of applicant and shall permit the employer to fill any positions covered by the waiver from outside the local labor market. The waiver shall be in writing and shall be issued within the prescribed three days. A waiver certificate shall be sent to both the employer for its permanent project records and to the public authority.

Any employer who violates this requirement is subject to a civil penalty of \$250 per each employee less than the required threshold of seventy-five percent per day of violation after receipt of a notice of violation.

Any employer that continues to violate any provision of this article more than fourteen calendar days after receipt of a notice of violation is subject to a civil penalty of \$500 per each employee less than the required threshold of seventy-five percent per day of violation.

The following terms used in this section have the meaning shown below.

(1) The term “construction project” means any construction, reconstruction, improvement, enlargement, painting, decorating or repair of any public improvement let to contract in an amount equal to or greater than \$500,000. The term “construction project” does not include temporary or emergency repairs;

(2) The term “employee” means any person hired or permitted to perform hourly work for wages by a person, firm or corporation in the construction industry; The term “employee” does not include:(i) Bona fide employees of a public authority or individuals engaged in making temporary or emergency repairs;(ii) Bona fide independent contractors; or(iii) Salaried supervisory personnel necessary to assure efficient execution of the employee's work;

(3) The term “employer” means any person, firm or corporation employing one or more employees on any public improvement and includes all contractors and subcontractors;

(4) The term “local labor market” means every county in West Virginia and any county outside of West Virginia if any portion of that county is within fifty miles of the border of West Virginia;

(5) The term “public improvement” includes the construction of all buildings, roads, highways, bridges, streets, alleys, sewers, ditches, sewage disposal plants, waterworks, airports and all other structures that may be let to contract by a public authority, excluding improvements funded, in whole or in part, by federal funds.

9. DAVIS-BACON AND RELATED ACT WAGE RATES:

The work performed under this contract is federally funded in whole, or in part. Pursuant to _____, Vendors are required to pay applicable Davis-Bacon wage rates.

The work performed under this contract is not subject to Davis-Bacon wage rates.

10. SUBCONTRACTOR LIST SUBMISSION: In accordance with W. Va. Code § 5-22-1, the apparent low bidder on a contract valued at more than \$250,000.00 for the construction, alteration, decoration, painting or improvement of a new or existing building or structure 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 section does not apply to any other construction projects, such as highway, mine reclamation, water or sewer projects.) The subcontractor list shall be provided to the Purchasing Division within one business day of the opening of bids for review.

If the apparent low bidder fails to submit the subcontractor list, the Purchasing Division shall promptly request by telephone and electronic mail that the low bidder and second low bidder provide the subcontractor list within one business day of the request. Failure to submit the subcontractor list within one business day of receiving the request shall result in disqualification of the bid.

If no subcontractors who will perform more than \$25,000.00 of work are to be used to complete the project, the apparent low bidder must make this clear on the subcontractor list, in the bid itself, or in response to the Purchasing Division's request for the subcontractor list.

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

i. Bidder's name

ii. Name of each subcontractor performing more than \$25,000 of work on the project.

iii. The license number of each subcontractor, as required by W. Va. Code § 21-11-1 et. seq.

iv. If applicable, a notation that no subcontractor will be used to perform more than \$25,000.00 of work. (This item iv. is not required if the vendor makes this clear in the bid itself or in documentation following the request for the subcontractor list.)

b. Subcontractor List Submission Form: The subcontractor list may be submitted in any form, including the attached form, as long as the required information noted above is included. If any information is missing from the bidder's subcontractor list submission, it may be obtained from other documents such as bids, emails, letters, etc. that accompany the subcontractor list submission.

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 bid fails, is unable, or refuses to perform his subcontract.

DESIGNATED CONTACT: Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.

(Printed Name and Title) Robert L. Matthews - Vice President

(Address) 9436 Earley Drive - Hagerstown, Maryland 21740

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

(email address) rmathews@amtracmd.com

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through *wvOASIS*, I certify that: I have reviewed this Solicitation/Contract in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation/Contract for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that this bid or offer was made without prior understanding, agreement, or connection with any entity submitting a bid or offer for the same material, supplies, equipment or services; that this bid or offer is in all respects fair and without collusion or fraud; 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; that I am authorized by the Vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on Vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

By signing below, I further certify that I understand this Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law; and that pursuant to W. Va. Code 5A-3-63, the entity entering into this contract is prohibited from engaging in a boycott against Israel.

Amtrac Railroad Contractors of MD, Inc.

(Company)



(Signature of Authorized Representative)

Robert L. Matthews - Vice President

(Printed Name and Title of Authorized Representative) (Date)

301-797-3730 FAX 301-797-3740

(Phone Number) (Fax Number)

rmathews@amtracmd.com

(Email Address)

REQUEST FOR QUOTATION – CRFQ DMT24*04
Replacement of Crossties and Surfacing on the SBVR

GENERAL CONSTRUCTION SPECIFICATIONS (No AIA Documents)

- 1. PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of WV State Rail Authority (SRA) to establish a contract for the following:

To replace 5,000 crossties and surface track, surface an additional eighteen (18) miles of track on the South Branch Valley Railroad. (SBVR)

The Vendor shall furnish all materials, labor, and equipment necessary to complete all Construction Services. The Vendor shall furnish any incidental work, materials, labor, and equipment that are necessary to complete the Construction Services, even if such incidental work is not explicitly included in the Project Plans.

- 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 and in the Project Plans as defined below.

2.1 “Construction Services” means replace 5,000 crossties, and surfacing of an additional eighteen (18) miles of track on the South Branch Valley Railroad (SBVR) as more fully described in the Project Plans.

2.2 “Pricing Page” means the pages contained in wvOASIS, attached hereto as Exhibit A, or included in the Project Plans upon which Vendor should list its proposed price for the Construction Services.

2.3 “Solicitation” means the official notice of an opportunity to supply the State with Construction Services that is published by the Purchasing Division.

2.4 “Project Plans” means documents developed by an architect, an engineer, the Agency, or another design professional, which are attached hereto as Exhibit B, that provide detailed instructions on how the Construction Services are to be performed. In the event that Project Plans contain drawings or other documents too large to attach in Exhibit B, Vendors can obtain copies in accordance with Section 9 of these Specifications.

2.5 “SRA” means the State Rail Authority.

2.6 “SBVR” means the South Branch Valley Railroad.

2.7 “MP” means railroad milepost marker.

2.8 “CWR” means continuous welded rail.

REQUEST FOR QUOTATION – CRFQ DMT24*04
Replacement of Crossties and Surfacing on the SBVR

- 2.9 “AREMA”** means American Railway Engineering and Maintenance-of-Way Association. (www.arema.org)
- 2.10 “Surfacing”** means the correction of surface defects or other unacceptable surface conditions by raising and tamping track.
- 2.11 “Tamping”** means the process of compacting ballast under ties to provide proper load bearing.
- 2.12 “Attachment A”** means spike pattern illustration.
- 2.13 “Attachment B”** means SBVR track maps showing curvature.
- 3. ORDER OF PRECEDENCE:** This General Construction Specifications document will have priority over, and supersede, anything contained in the Project Plans.
- 4. QUALIFICATIONS:** Vendor, or Vendor’s staff if requirements are inherently limited to individuals rather than corporate entities, shall have the following minimum qualifications:
- 4.1. Experience:** Vendor, or Vendor’s supervisory staff assigned to this project, must have successfully completed at least five (5) projects that involved work similar to that described in these specifications or the Project Plans. Compliance with this experience requirement will be determined prior to contract award by the State through references provided by the Vendor upon request, through knowledge or documentation of the Vendor’s past projects, through confirmation of experience requirements from the architect assisting the State in this project, or some other method that the State determines to be acceptable. Vendor must provide any documentation requested by the State to assist in confirmation of compliance with this provision. References, documentation, or other information to confirm compliance with this experience requirement may be requested after bid opening and prior to contract award.
- 5. CONTRACT AWARD:** The Contract is intended to provide Agency with a purchase price for the Construction Services. The Contract will be awarded to the lowest qualified responsible bidder meeting the required specifications. The Vendor should complete Exhibit “A” Pricing Pages in their entirety by entering the unit cost onto the spreadsheet the extended cost will be auto populated and the total bid amount as well. If the Pricing Pages contain alternates/add-ons, the Contract will be awarded based on the grand total of the base bid and any alternates/add-ons selected.
- 6. SELECTION OF ALTERNATES:** Pursuant to W. Va. Code § 5-22-1(f), any solicitation of bids shall include no more than five alternates. Alternates, if accepted, shall be accepted in the order in which they are listed on the bid form. Any unaccepted alternate contained within a bid shall expire 90 days after the date of the opening of bids for review. Determination of the

REQUEST FOR QUOTATION – CRFQ DMT24*04
Replacement of Crossies and Surfacing on the SBVR

lowest qualified responsible bidder shall be based on the sum of the base bid and any alternates accepted. This solicitation has no alternates.

7. **PERFORMANCE:** Vendor shall perform the Construction Services in accordance with this document and the Project Plans.
8. **SUBSTITUTIONS:** Any substitution requests must be submitted in accordance with the official question and answer period described in the INSTRUCTIONS TO VENDORS SUBMITTING BIDS, Paragraph 4. Vendor Question Deadline. Vendors submitting substitution requests should submit product brochures and product specifications during the official question and answer period.
9. **PROJECT PLANS:** The checked box will apply to Project Plans for this solicitation.

 No Additional Project Plan Documents: There are no additional Project Plans other than those attached hereto as Exhibit B or any subsequent addenda modifying Exhibit B.

 Additional Project Plan Documents: There are additional Project Plan documents other than those attached as Exhibit B. Copies of the additional Project Plan documents not attached as Exhibit B can be obtained by contacting the entity identified below.

10. CONDITIONS OF THE WORK

10.1. Permits: The Vendor shall procure all necessary permits and licenses to comply with all applicable Federal, State, or Local laws, regulations and ordinances of any regulating body.

10.2. Existing Conditions: If discrepancies are discovered between the existing conditions and those noted in the specifications, Vendor must immediately notify the Agency's representative. Vendor must also immediately notify the Agency if suspected hazardous materials are encountered.

10.3. Standard Work Hours: The Vendor can work their schedule as desired including weekends and holidays. The vendor will have to coordinate the work with the SBVR office and plan on clearing up for the freight trains and passenger trains as needed. See Exhibit B miscellaneous information for SBVR schedule details.

10.4. Project Closeout: Project Closeout shall include the following:

10.4.1. Final Cleanup: Vendor shall perform the final cleanup activities listed below, along with any other final cleanup activities normally associated with the work performed under this Contract, prior to final inspection:

REQUEST FOR QUOTATION – CRFQ DMT24*04
Replacement of Crossties and Surfacing on the SBVR

- 10.4.1.1. All crossties will be removed from the railroad and disposed of by the Vendor.
- 10.4.1.2. All debris and trash will be removed from the railroad and disposed of by the Vendor.
- 10.4.1.3. All old spikes shall be gathered from the railroad and placed at the designated area at the Moorefield inventory yard. Old spikes remain the property of the SRA.

10.4.2. Final Inspection: Vendor shall participate in a final inspection with the Agency's project manager. The purpose of the final inspection will be to identify deficiencies that need to be remedied prior to Agency's final acceptance of the work. Vendor shall at all times be obligated to perform in accordance with the Contract and must take all actions necessary to ensure that work complies with requirements of Contract prior to final acceptance. Final acceptance does not waive or release Vendor from its obligation to ensure that work complies with the Contract requirements. Vendor shall submit any warranty documents to the Agency project manager at final inspection.

11. FACILITIES ACCESS: Performance of Contract Services may require access cards and/or keys to gain entrance to Agency's facilities. In the event that access cards and/or keys are required:

11.1. Vendor must coordinate with the SBVR for material delivery. The yard at the Moorefield has a locked gate. Contractor can leave equipment at the turnouts at Vanderlip MP 17.0.

12. MISCELLANEOUS:

12.1. 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 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: Dale Simpson

Telephone Number: 301-992-9632

Fax Number: 301-797-3740

Email Address: dsimpson@amtracmd.com

REQUEST FOR QUOTATION – CRFQ DMT24*04
Replace Crossties and Surfacing on the South Branch Valley Railroad

EXHIBIT B – PROJECT PLANS

1. GENERAL REQUIREMENTS:

1.1 Mandatory Contract Item Requirements: Contract Item must meet or exceed the mandatory requirements listed below. All materials and workmanship shall meet the AREMA Manual for Railway Engineering's standards.

1.1.1 Replace 5,000 crossties between MP 12.0 and MP 22.0 where ties are replaced will be surfaced according to tamping and final surfacing instructions below. During installation, ties will be installed firmly against the rail without humping. As long as they are firm, no tamping will be required during change out. Tamping will then be completed as production tamping once the change out is complete and the start of production tamping will be coordinated with the SBVR. SBVR will spread ballast after tie installation so production tamping will need to be scheduled no sooner than one month after the completion of tie installation to allow time for ballast to be spread as required.

1.1.1.1 Ties will be handled in accordance with specifications in the AREMA Manual for Railway Engineering to avoid damage. The vendor will replace only those ties marked for replacement by the SBVR. The vendor will remove and dispose of old ties. Ties must be stacked clear of tracks and must not be stacked on property other than SBVR right-of-way.

1.1.2 Spiking of Ties – Gaging Additional Ties

1.1.2.1 New ties will be spiked to a gage of 56 ½ inches, plus or minus ¼ inch. 4,800 additional feet of gaging will be marked in the field.

1.1.2.2 All ties replaced or respiked will have new spikes. Old spikes will not be reused. Spikes shall be started and driven vertically and square with the rail. They shall have full bearing against the side of the rail base. Spikes shall not be overdriven. Ties on tangents will get four spikes per tie and ties in curves will get six spikes per tie or eight spikes per tie depending on the curvatures as illustrated in Attachment A. The correct spiking pattern will be used on all new ties and any adjacent ties that are respiked to correct gage. Track maps showing curvature are shown in Attachment B.

REQUEST FOR QUOTATION – CRFQ DMT24*04
Replace Crossties and Surfacing on the South Branch Valley Railroad

1.1.3 Rail Anchors

1.1.3.1 All rail anchors will be reapplied in the existing location and properly fitted against ties. SBVR will provide anchors for any missing anchors as required.

1.1.4 Final Surfacing, Alinement and Ballast Regulation – 10 miles where ties are installed and an additional 18 miles of surfacing between MP 0-12 and MP 37-43. Tamping will be coordinated with the SBVR after ties are installed to allow SBVR time to spread stone. At least 30 days between the end of the tie installation before tamping will begin.

1.1.4.1 Vendor will use production tamper with computer alinement control to restore proper surface to the entire track and establish best fit for curves including appropriate spirals per AREMA Specifications. The degree of curvature is listed on attached track charts. Tamping of curves will be set for 15 MPH speeds. Surfacing will taper into bridges. Between MP 0-22 there are 18 bridges at MP 3.1, 4.2, 4.4, 4.6, 6.5, 6.9, 8.5, 8.9, 9.3, 9.7, 10.0, 10.3, 11.2, 12.8, 13.3, 14.7, 15.2, and 17.1. Between MP 37-43 three bridges at MP 37.4, 39.4 and 42.4.

1.1.4.2 Between MP 0- 22 and MP 37-43 all crossings will be tamped into and out of.

1.1.4.3 When surfacing a turnout, tamping will continue for a distance of at least 100 feet onto the sidetrack to ensure uniform surface through the turnout.

1.1.4.4 The condition of the track needs to be restored to vertical evenness or smoothness with a minimum of two insertions for each tie.

REQUEST FOR QUOTATION – CRFQ DMT24*04
Replace Crossties and Surfacing on the South Branch Valley Railroad

1.1.4.5 A ballast regulator will follow the tamper to regulate ballast and reshape shoulders. SBVR will provide and place any additional ballast where it may be needed after surfacing. Production tamping includes regulating and brooming. Care shall be used to prevent ballast from entering existing ditch lines. Any excess ballast placed in ditch lines during tamping, regulating or brooming operations shall be removed by the Contractor at his expense.

1.2 Miscellaneous Information

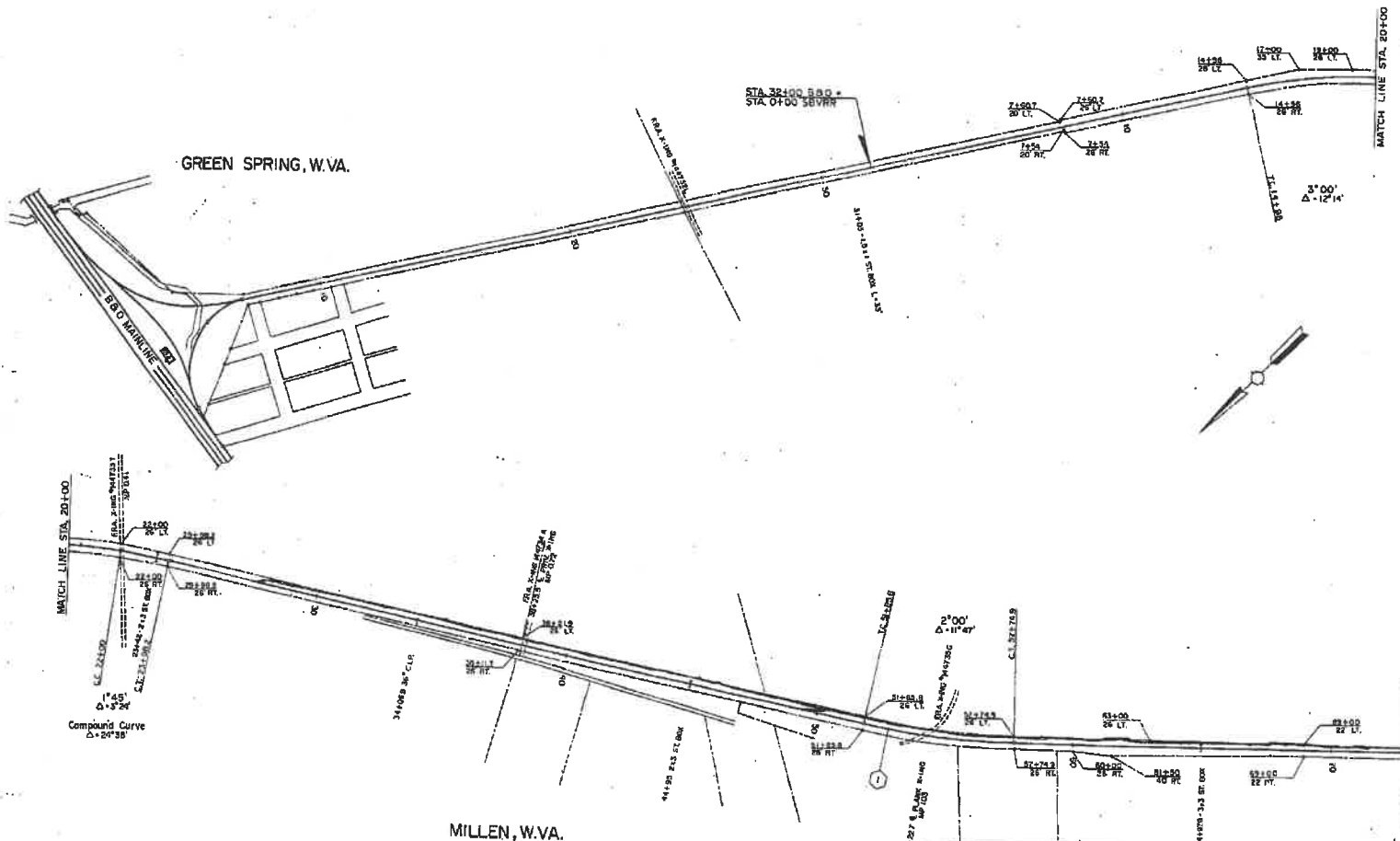
1.2.1 An SBVR employee will provide protection. The SBVR will assure vendor has proper protection at no cost to the vendor.

1.2.2 Clarification of work schedule: Freight trains normally run once per day Monday-Friday. The excursion train will start May 1 and runs on Saturdays and Sundays at 1:00 pm departure running from Romney to Moorefield (MP14.5 – 32.0) and back. Exception is the last Saturday of every month with a 10:00 departure running from Romney to Petersburg (MP 14.5 – 51.2) and the last Sunday of every month running from Romney to Green Spring (MP 14.5 – MP 0) and back. Excursion trains run every day in October, do not plan on any work during this month.

1.3 Materials – Vendor will be responsible for all materials. All materials must meet AREMA specifications.

1.3.1 Vendor will provide new ties, tie plugs and spikes and will transport them to the work site. Ties will be new 7” x 9” x 8’6” Grade 5 ties (an 80/20 mix is acceptable – 80% 7” x 9” and 20% 7” x 8”). The specifications set forth in Chapter 3 of the AREMA specifications will govern. The ties will be 100% end-plated, mixed hardwoods and oak, creosote pressure treated to 7# retention.

1.3.2 Vendor will provide treated wooden tie plugs or tie plug compound, either is acceptable. Spikes will be 6” cut track spikes per AREMA specifications. Tie plates will be provided by the SBVR where existing tie plates are defective or missing.



GREEN SPRING, W.VA.

MILLEN, W.VA.

MATCH LINE STA. 20+00
 Compound Curve
 $\Delta = 24^{\circ}38'$
 34689.36' C.C.
 1'45" 5'24"

STA 32400.000 *
 STA 0100 SBVRR

MATCH LINE STA. 20+00

MATCH LINE MILEPOST 1.38

TOPOGRAPHY AND RIGHT-OF-WAY ON THIS SHEET WERE DERIVED FROM BALTIMORE AND OHIO RAILROAD COMPANY EVALUATION SHEET

(Y-37.1)
 1

NO.	DATE	REVISIONS	BY

THE ENGINEER'S SHALL BE RESPONSIBLE FOR THE ACCURACY OF THE DATA AND DESIGN AND SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE RIGHTS OF OTHERS.

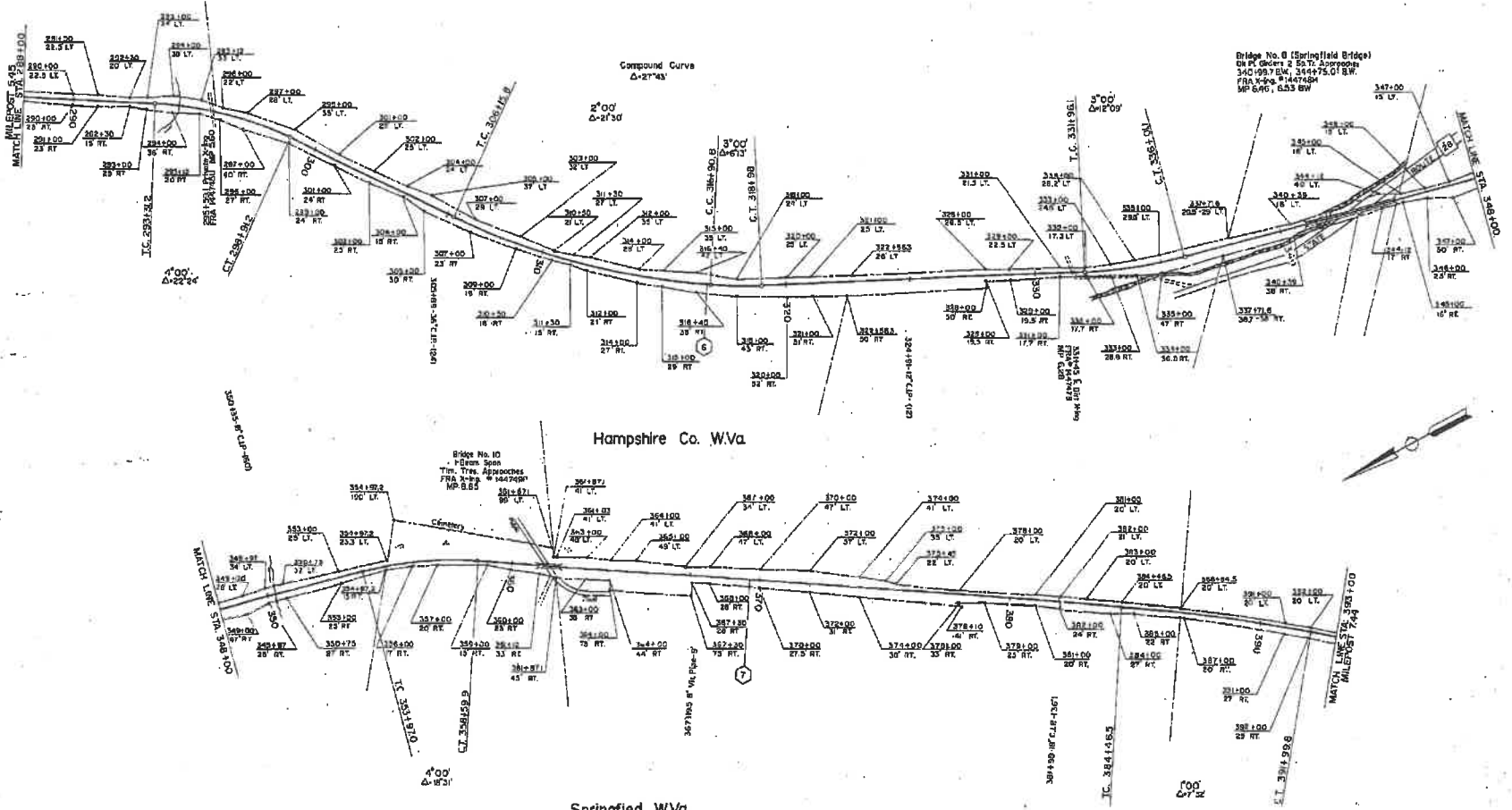
**W.VA. RAILROAD MAINTENANCE AUTHORITY
 SOUTH BRANCH VALLEY RAIL ROAD**

TRACK MAP
 GREEN SPRING TO MILEPOST 1.38

BUCHART - HORN
 Consulting Engineers & Planners
 708 N. WASHINGTON ST. WASHINGTON, D.C. 20004, D.C.
 BALTIMORE, MD. MEMPHIS, TENN. ATLANTA, GA. CINCINNATI, OH.
 MILWAUKEE, WIS. ST. LOUIS, MO. VA.

DATE: 7/2/00
 DATE UPDATED: 3/08
 CHECKED BY: S.W.S.
 CHECKED BY: R.C.M.
 SHEET NO. 2

204+274-40' C.P. (130)



Bridge No. 6 (Springfield Bridge)
 On Pt. Chert 2 50' N. 200' spans
 340+09.75M, 349+75.01 S.M.
 FRA No. 1447484
 MP 6.90, 6.53 SW

Hampshire Co. W.Va.

Springfield W.Va.

Bridge No. 10
 P. from 3000
 Trk. Trk. 46+00+04
 FRA No. 1447491
 MP 6.55

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NO.	DATE	REVISIONS	BY	CHK.

W.VA. RAILROAD MAINTENANCE AUTHORITY
SOUTH BRANCH VALLEY RAIL ROAD

TRACK MAP
MILEPOST 5.45 TO MILEPOST 7.44

BUCHART - HORN
 Consulting Engineers & Planners
 1001 N. ...
 BALTIMORE, MD. ...
 ATLANTA, GA. ...
 CHARLOTTE, N.C. ...

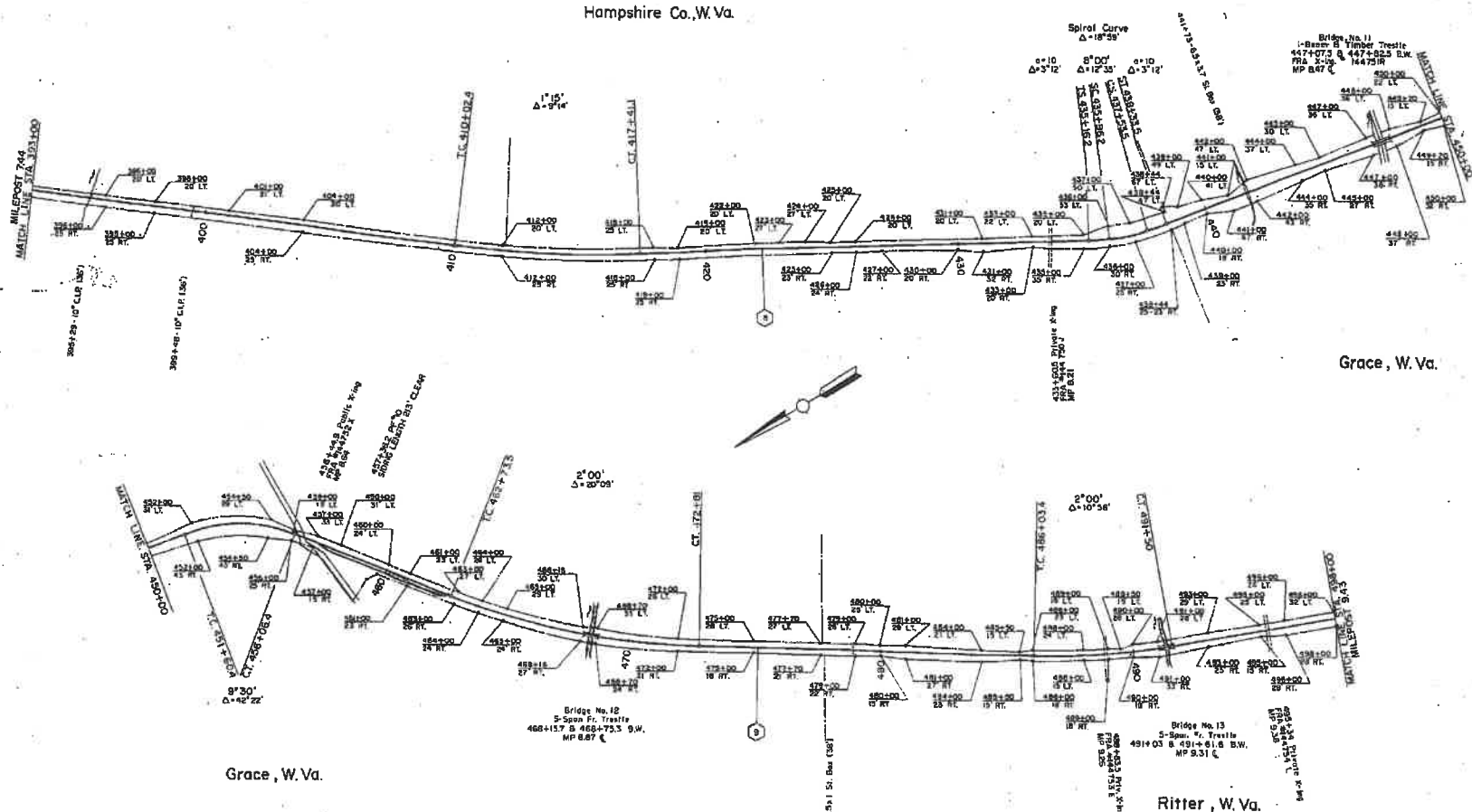
JOB NO. 61543 SCALE 1"=100' SHEET NO. 5

Hampshire Co., W. Va.

Grace, W. Va.

Grace, W. Va.

Ritter, W. Va.



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588

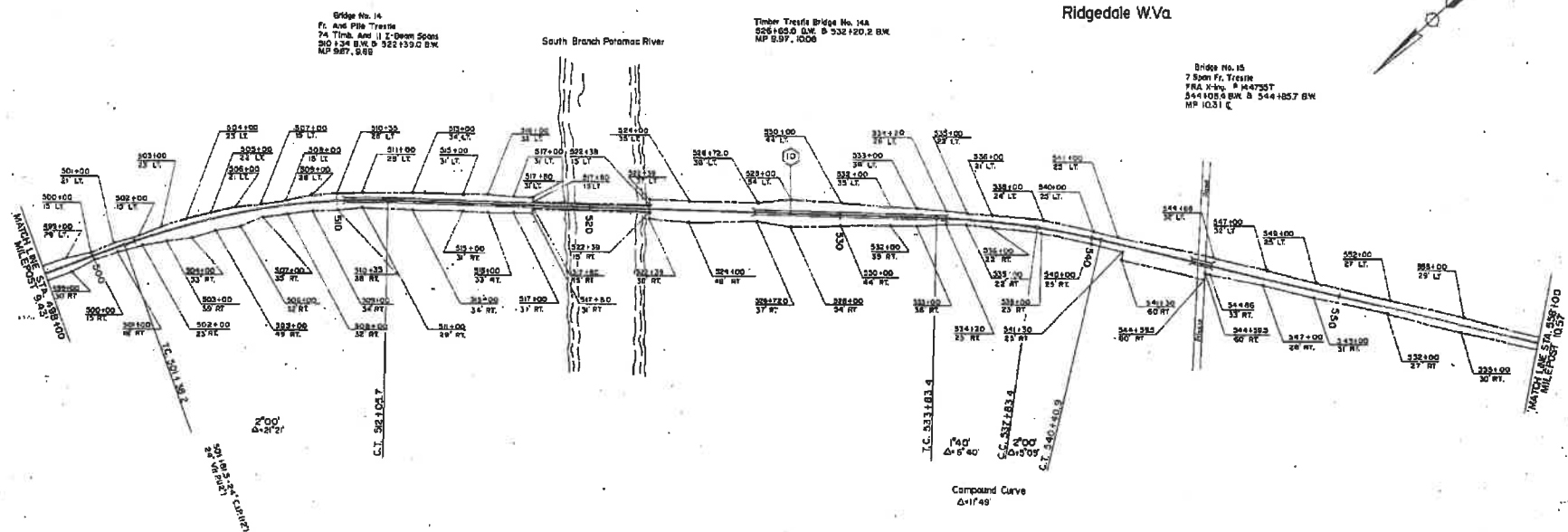
NO.	DATE	REVISIONS	BY

W.VA. RAILROAD MAINTENANCE AUTHORITY
SOUTH BRANCH VALLEY RAIL ROAD

TRACK MAP
MILEPOST 7.44 TO MILEPOST 9.43

BUCHART - HORN
Consulting Engineers & Planners
700 N. WASHINGTON ST. WASHINGTON, D.C. LINCOLN, VA.
CHAMBERS, VA. WINDY HILL, VA. CLEVELAND, OH.
UNIVERSITY, VA. CHARLESTON, W. VA.

SCALE 1" = 200'
DATE: CHECKED BY: S.W.S.
DRAWN BY: R.C.M. SHEET NO. 6



TOPOGRAPHY AND RIGHT-OF-WAY ON THIS SHEET WERE DERIVED FROM BALTIMORE AND OHIO RAILROAD COMPANY EVALUATION SHEET.

6

NO.	DATE	BY	REVISIONS

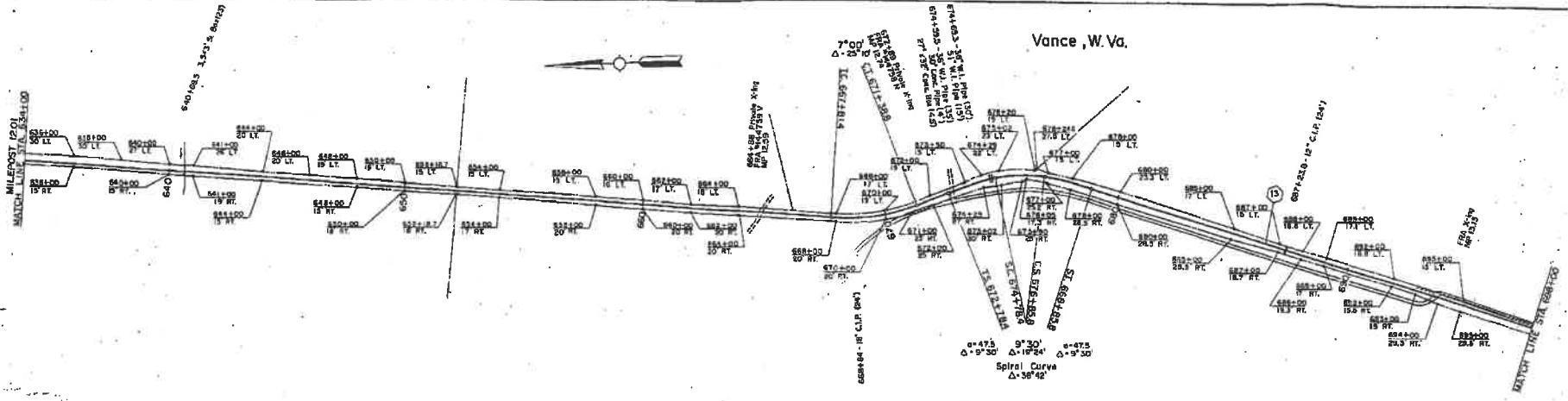
W.VA. RAILROAD MAINTENANCE AUTHORITY
SOUTH BRANCH VALLEY RAIL ROAD

TRACK MAP
MILEPOST 9.43 TO MILEPOST 10.57

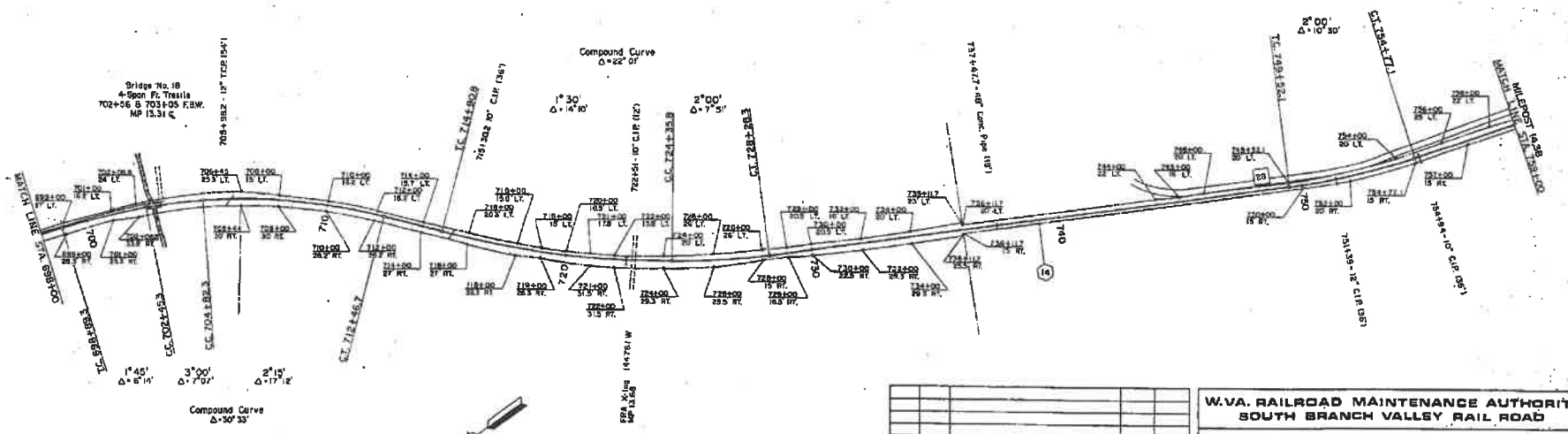
BUCHART - HORN
Consulting Engineers & Planners

PROJECT NO. 61543 DATE: 12/27/2007 DRAWN BY: CMW CHECKED BY: TCM

SHEET 7



Hampshire Co., W. Va.



NO.	DATE	REVISIONS	BY	CHKD.

W.VA. RAILROAD MAINTENANCE AUTHORITY
SOUTH BRANCH VALLEY RAIL ROAD

TRACK MAP
MILEPOST 12.01 TO MILEPOST 14.36

BUCHART - HORN
Consulting Engineers & Planners

1024 PA. BETHLEHEM, PA. HARRISBURG, PA. LEWISBURG, PA.
BALTIMORE, MD. WASHINGTON, D.C. ATLANTA, GA. CHARLOTTE, N.C.
DALLAS, TEXAS, VA. CHARLOTTE, N.C.

JOB NO. B1943 SCALE 1" = 200' DRAWN BY S.M.S. CHECKED BY H.C.M. SHEET 9

TOPOGRAPHY AND RIGHT-OF-WAY ON THIS SHEET WERE DERIVED FROM BALTIMORE AND OHIO RAILROAD COMPANY EVALUATION SHEET 781

Hampshire Co., W. Va.

Bridge No. 252
2-Span Truss
55-Span Pile & Fr. Trestle
805+11.6 B 814+79.7 E.W.
MP 15.23 @ 12.43 D.W.

Bridge No. 253
19-Span Fr. Trestle
90+34.4 B 904+25.2 S.W.
MP 17.10 C.

West Romney, W. Va.

TOPOGRAPHY AND RIGHT-OF-WAY ON THIS SHEET WERE DERIVED FROM BALTIMORE AND OHIO RAILROAD COMPANY EVALUATION SHEET

V-372
1B2

NO.	DATE	REVISIONS	BY

THE CONTRACTOR SHALL
OBTAIN PERMITS FROM
THE STATE OF WEST VIRGINIA
BEFORE CONSTRUCTION
BEGINNING WORK
HEREON.

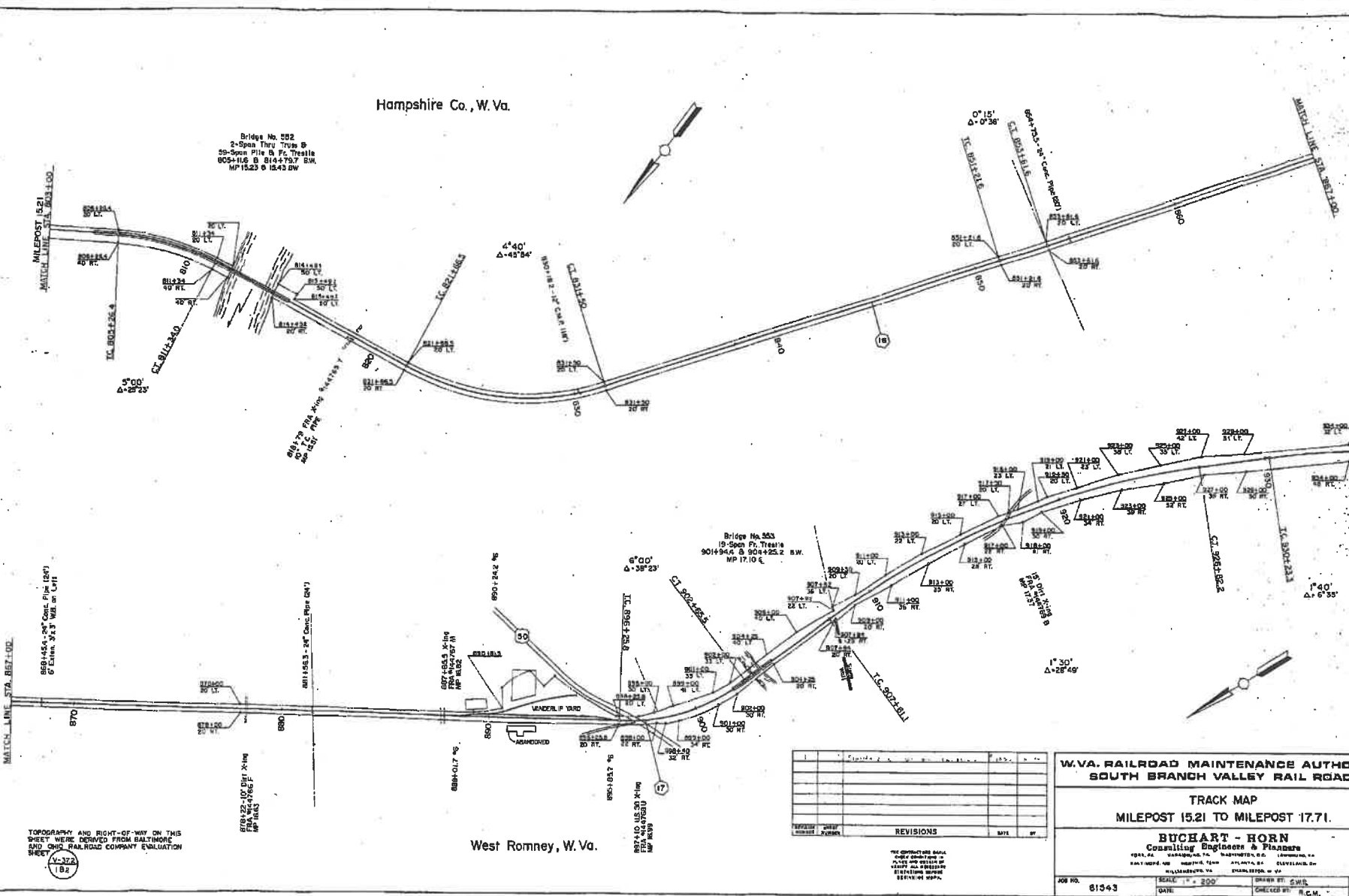
W.VA. RAILROAD MAINTENANCE AUTHORITY
SOUTH BRANCH TRACK VALLEY RAIL ROAD

TRACK MAP
MILEPOST 15.21 TO MILEPOST 17.71.

BUCHART - HORN
Consulting Engineers & Planners

1941, 22 S. BRADDOCK ST., WASHINGTON, D.C.
BALTIMORE, MD. CHARLOTTE, N.C. CLEVELAND, OH.
HARRISBURG, PA. MEMPHIS, TN. PHOENIX, AZ.
RICHMOND, VA. TAMPA, FLA. WASHINGTON, D.C.

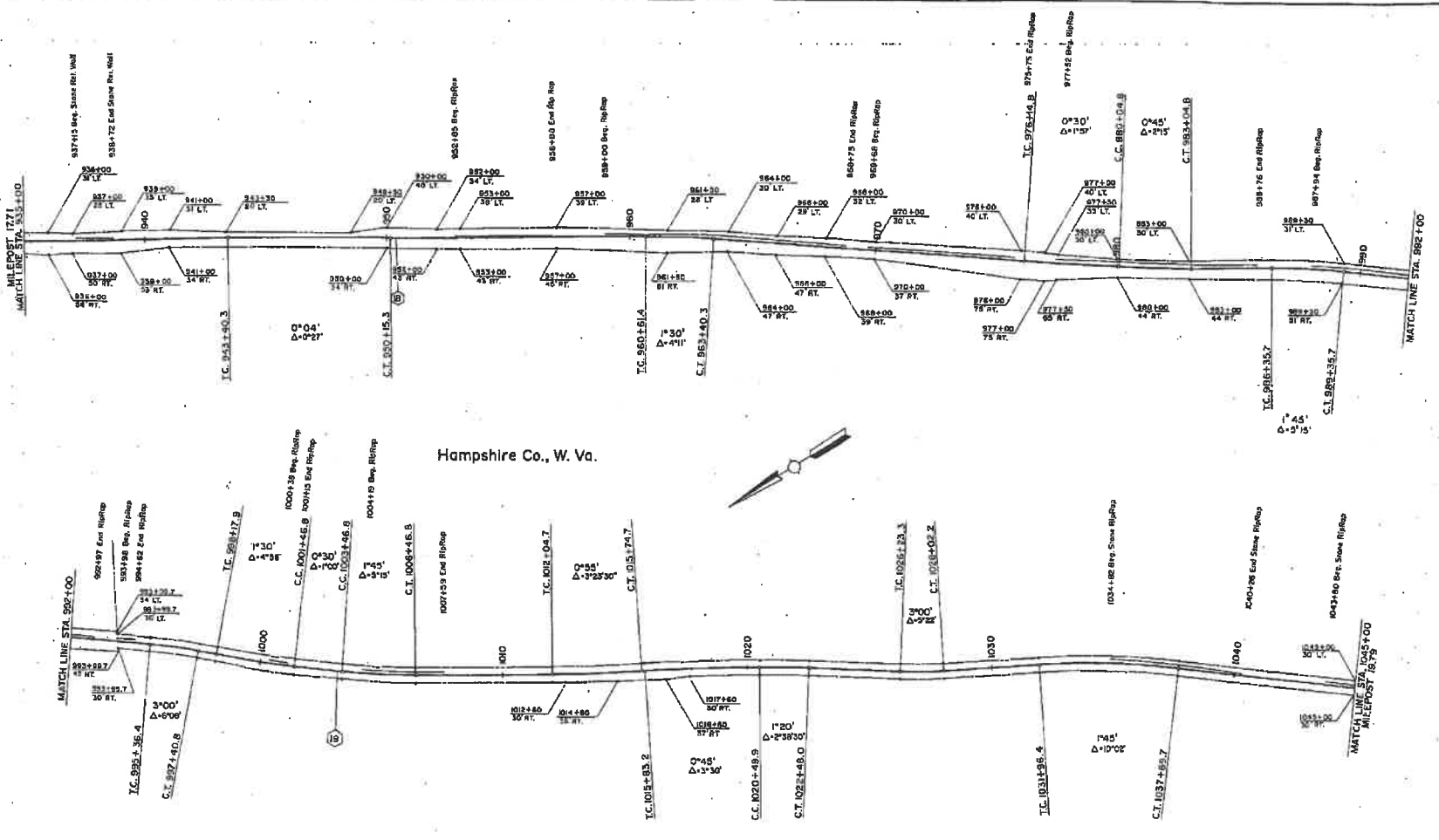
JOB NO. 61543 SCALE 1" = 200' DRAWN BY G.W.H. CHECKED BY R.C.M. SHEET 12



TOPOGRAPHY AND RIGHT-OF-WAY ON THIS SHEET WERE DERIVED FROM BALTIMORE AND OHIO RAILROAD COMPANY EVALUATION SHEET

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28.3

Hampshire Co., W. Va.



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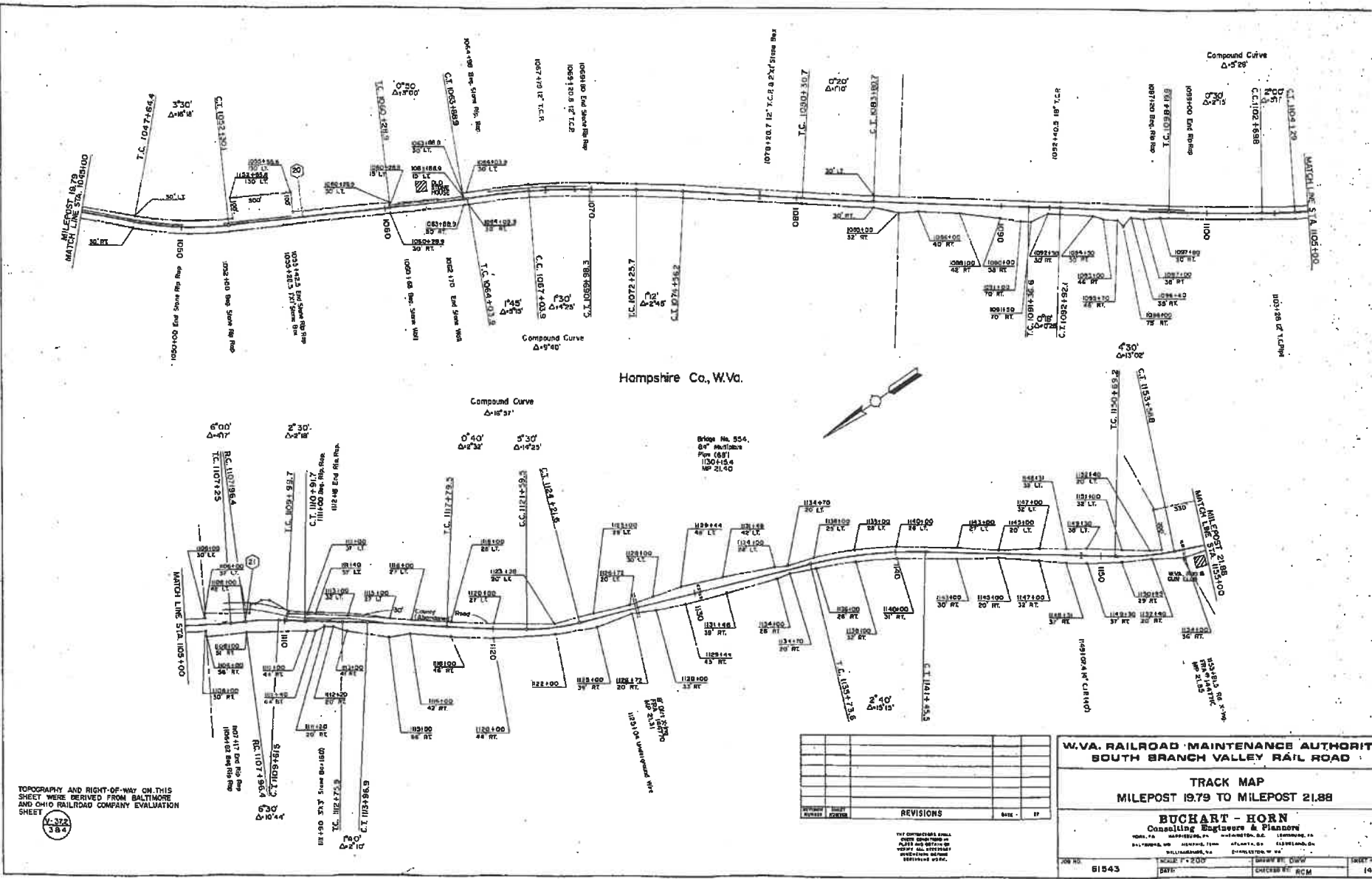
W.VA. RAILROAD MAINTENANCE AUTHORITY
SOUTH BRANCH VALLEY RAIL ROAD

TRACK MAP
MILEPOST 17.71 TO MILEPOST 19.79

BYCHART - HORN
Consulting Engineers & Planners
1000 ... BALTIMORE, MD. ... WASHINGTON, D.C. ...

NO. 61543 SCALE 1" = 200' SHEET NO. 15
DATE CHECKED BY R.C.M.

THE CONTRACTOR SHALL
BE RESPONSIBLE FOR
OBTAINING ALL NECESSARY
PERMITS AND RIGHTS
OF WAY.



Hampshire Co., W.Va.



NO.	DATE	REVISIONS	BY	CHKD.

W.VA. RAILROAD MAINTENANCE AUTHORITY
SOUTH BRANCH VALLEY RAIL ROAD

TRACK MAP
MILEPOST 19.79 TO MILEPOST 21.88

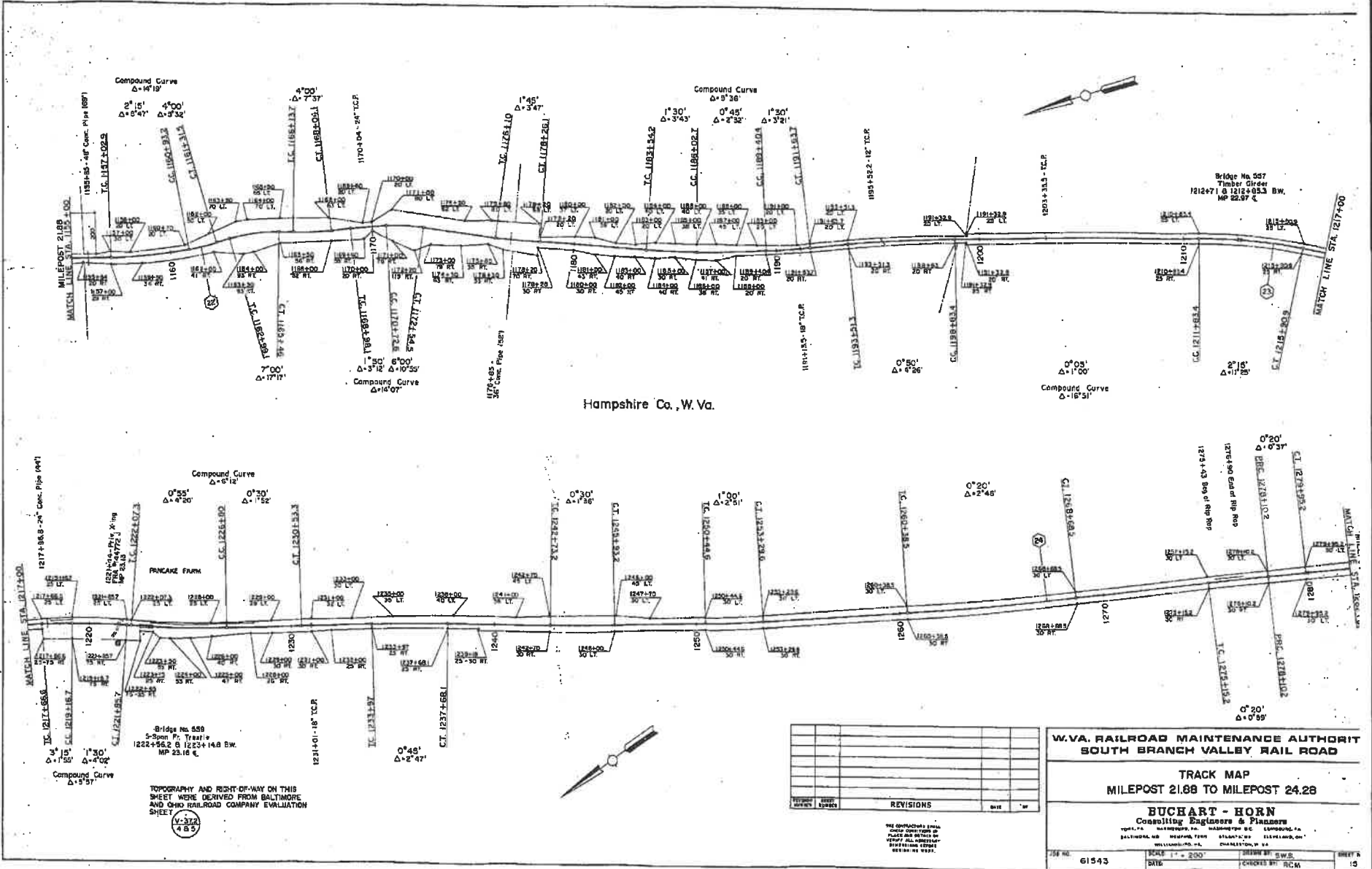
BUCHART - HORN
Consulting Engineers & Planners

1001 W. MARKET ST., CHARLOTTE, N.C. 28202, N.C.
217 W. MARKET ST., WASHINGTON, D.C. 20005, D.C.
1100 W. MARKET ST., WASHINGTON, D.C. 20005, D.C.

JOB NO. 81543	SCALE 1" = 200'	DATE	DESIGNED BY: GUM	CHECKED BY: RCM	SHEET NO. 14
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TOPOGRAPHY AND RIGHT-OF-WAY ON THIS SHEET WERE DERIVED FROM BALTIMORE AND CHICAGO RAILROAD COMPANY EVALUATION SHEET

V-322
384



Hampshire Co., W. Va.

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NO.	DATE	REVISIONS	BY	CHK

W.VA. RAILROAD MAINTENANCE AUTHORITY
SOUTH BRANCH VALLEY RAIL ROAD

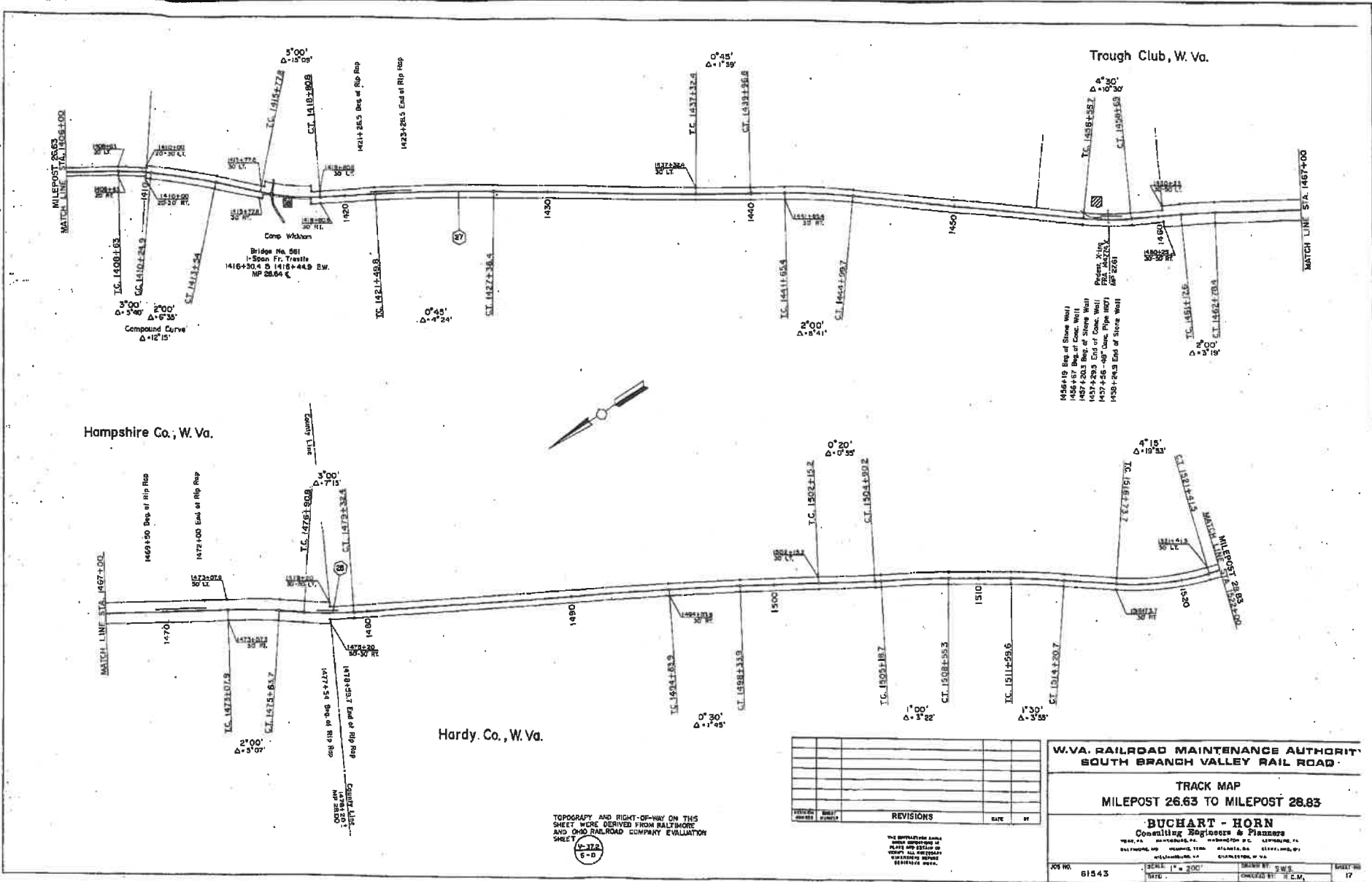
TRACK MAP
MILEPOST 21.88 TO MILEPOST 24.28

BUCHART - HORN
Consulting Engineers & Planners

1014 L.A. BALTIMORE, MD. 21201
1014 L.A. BALTIMORE, MD. 21201
1014 L.A. BALTIMORE, MD. 21201
1014 L.A. BALTIMORE, MD. 21201

FILE NO. 61543	SCALE 1" = 200'	DRAWN BY: G.W.H.	SHEET 6
DATE		CHECKED BY: R.C.M.	13

THE CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS AND RIGHTS OF WAY FROM THE BALTIMORE AND OHIO RAILROAD COMPANY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND RIGHTS OF WAY FROM THE BALTIMORE AND OHIO RAILROAD COMPANY.



Hampshire Co., W. Va.

Hardy Co., W. Va.

Trough Club, W. Va.

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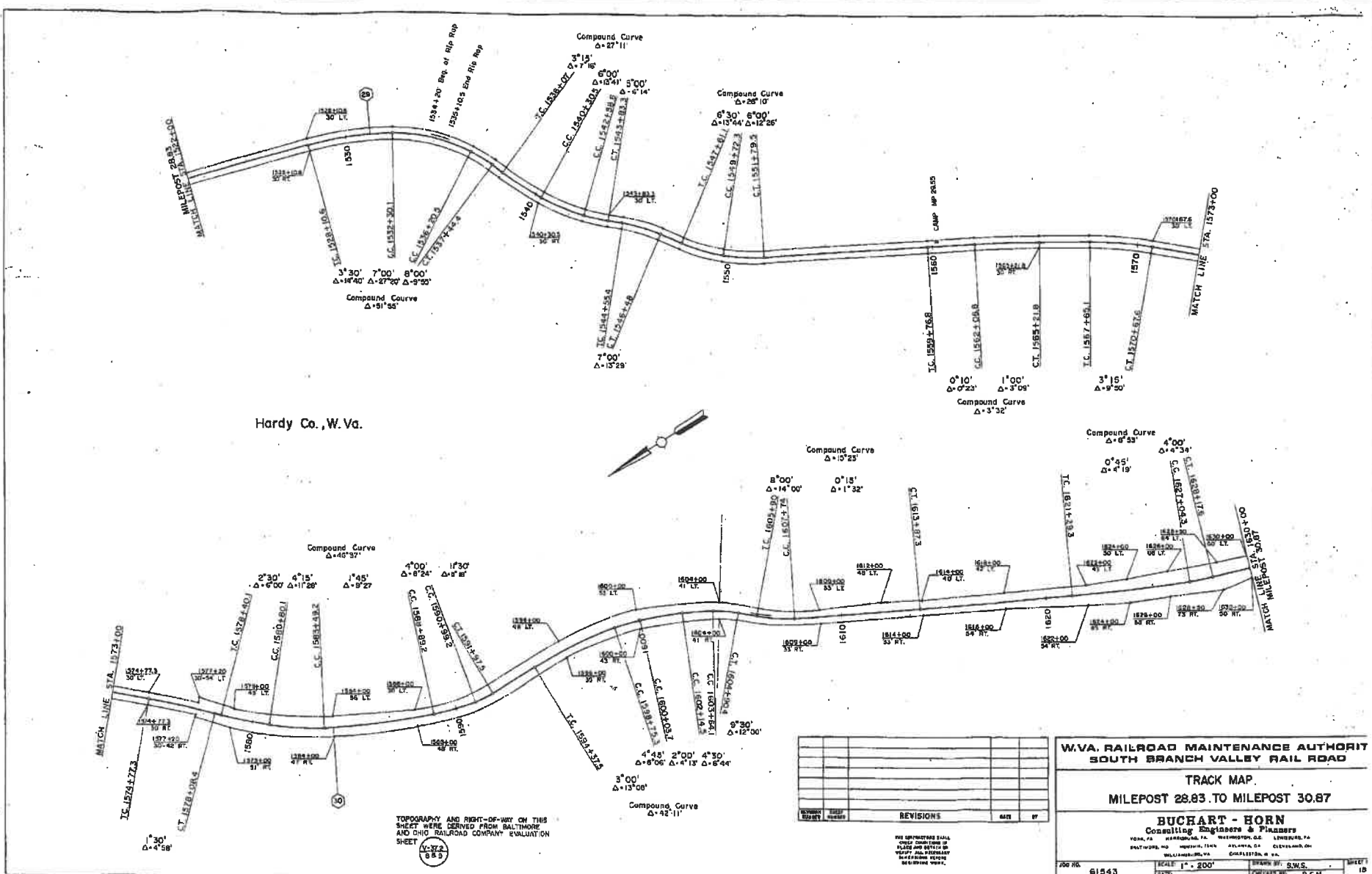
THE INFORMATION CONTAINED HEREIN IS FOR THE USE OF THE BUREAU OF RAILROADS AND IS NOT TO BE USED FOR ANY OTHER PURPOSE WITHOUT THE WRITTEN PERMISSION OF THE BUREAU OF RAILROADS.

W.VA. RAILROAD MAINTENANCE AUTHORITY
SOUTH BRANCH VALLEY RAIL ROAD

TRACK MAP
 MILEPOST 26.63 TO MILEPOST 28.83

BUCHART - HORN
 Consulting Engineers & Planners

1000 W. MARKET ST., WASHINGTON, D.C. 20004, VA.
 1000 W. MARKET ST., WASHINGTON, D.C. 20004, VA.
 1000 W. MARKET ST., WASHINGTON, D.C. 20004, VA.



Hardy Co., W. Va.



1°30'
Δ=4°58'

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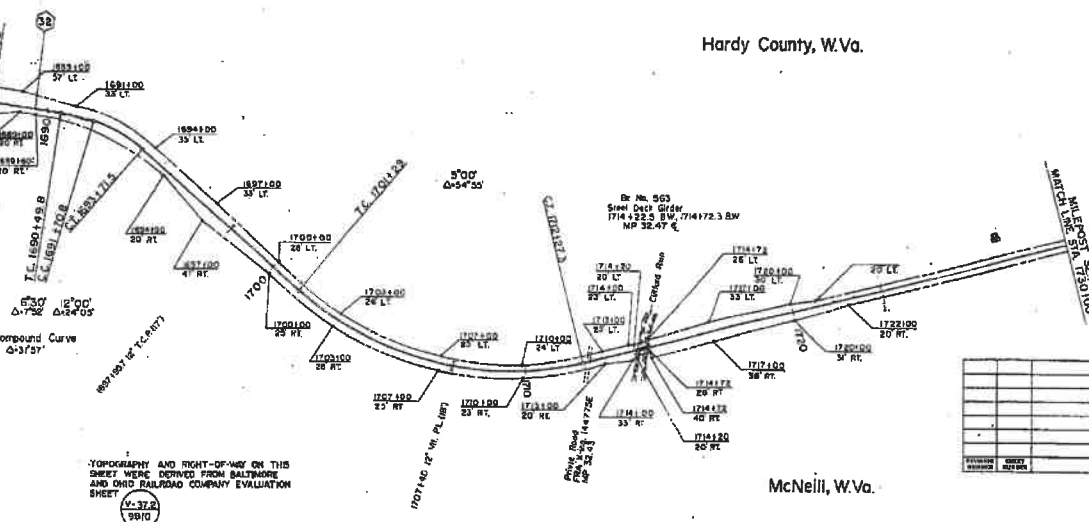
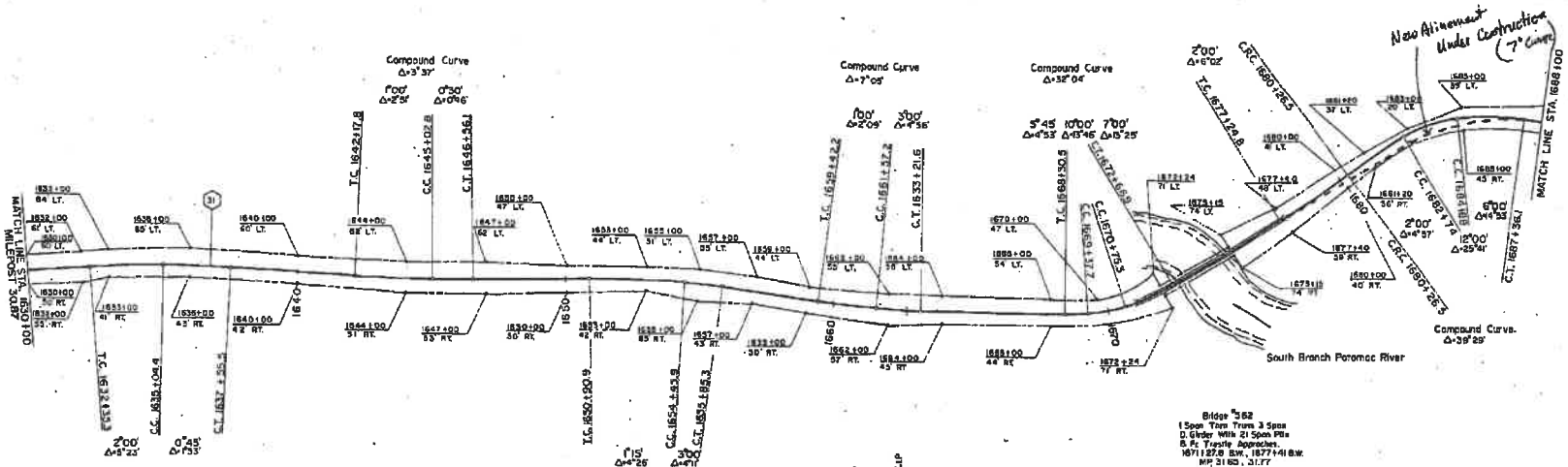
NO.	DATE	REVISIONS	BY	CHKD

W.VA. RAILROAD MAINTENANCE AUTHORITY
SOUTH BRANCH VALLEY RAIL ROAD

TRACK MAP
 MILEPOST 28.83 TO MILEPOST 30.87

BUCHART - HORN
 Consulting Engineers & Planners
 1006 W. 12th St., Martinsburg, W. Va.
 10000 W. 12th St., Pittsburgh, Pa.
 10000 W. 12th St., Philadelphia, Pa.
 10000 W. 12th St., Washington, D.C.

700 NO. 61543 SCALE 1" = 200' DRAWN BY: S.W.S. CHECKED BY: R.C.M. SHEET 10



TOPOGRAPHY AND RIGHT-OF-WAY ON THIS SHEET WERE DERIVED FROM BALTIMORE AND OHIO RAILROAD COMPANY EVALUATION SHEET



NO.	DATE	REVISIONS	BY	CHK

THE CONTRACTOR SHALL VERIFY ALL DATA AND BE RESPONSIBLE FOR ANY ERRORS OR OMISSIONS. THE ENGINEER SHALL BE RESPONSIBLE FOR THE ACCURACY OF THE DATA AND THE DESIGN.

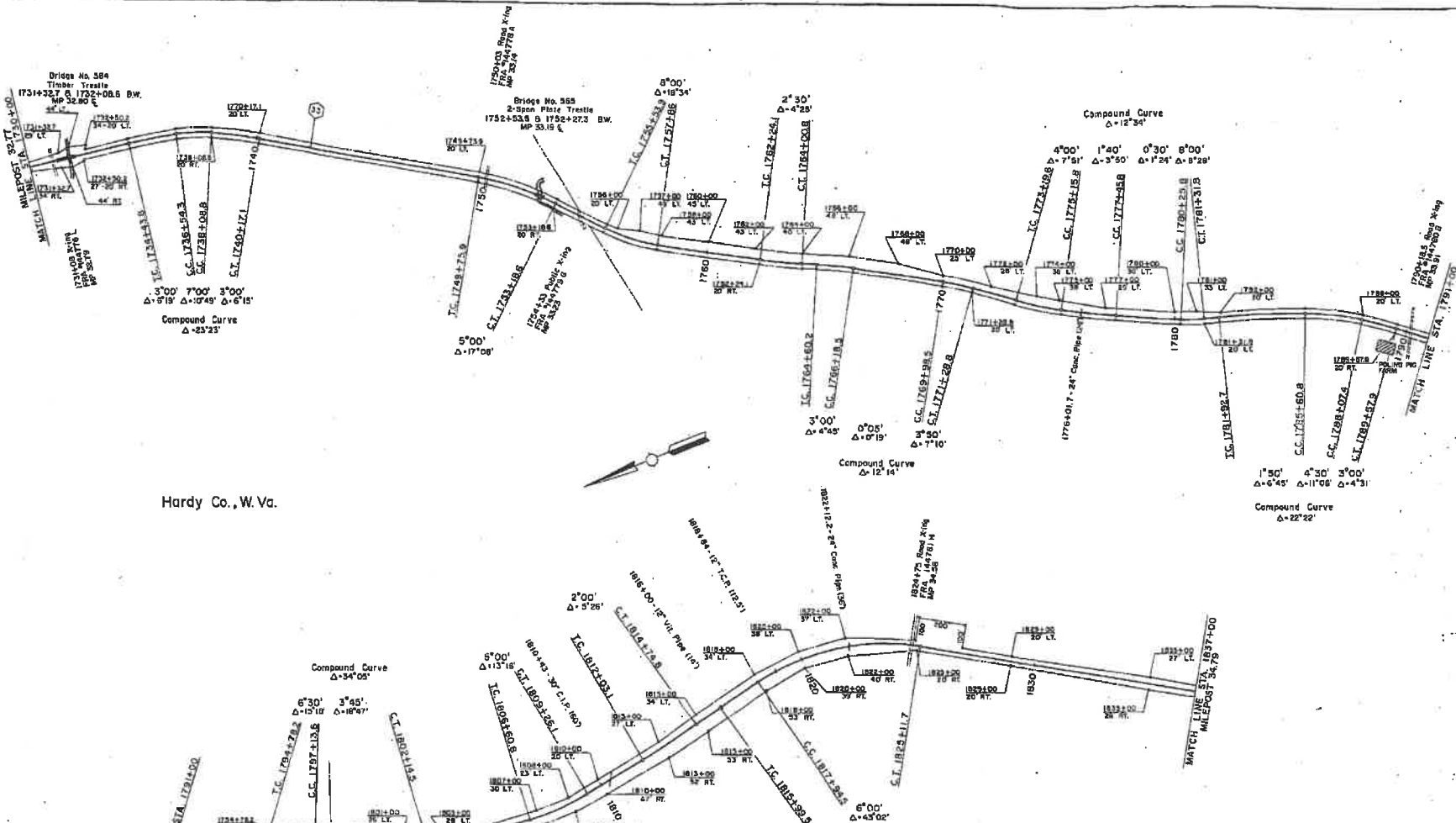
**W.VA. RAILROAD MAINTENANCE AUTHORITY
SOUTH BRANCH VALLEY RAIL ROAD**

**TRACK MAP
MILEPOST 30.87 TO MILEPOST 32.77**

BUCHART - HORN
Consulting Engineers & Planners

1000 N. FRANKLIN ST. SUITE 200 CHARLOTTE, N.C. 28204
BALTIMORE, MD. 21201 WASHINGTON, D.C. 20540
WHEELING, W.VA. CHARLESTON, W.VA.

JOB NO.	SCALE	DRAWN BY	CHECKED BY	SHEET
61843	1"=200'	DWM	R.C.M.	10



Hardy Co., W. Va.

Mapleton, W. Va.

TOPOGRAPHY AND RIGHT-OF-WAY ON THIS SHEET WERE DERIVED FROM BALTIMORE AND OHIO RAILROAD COMPANY EVALUATION SHEET 10511

NO.	DATE	REVISIONS	BY	CHK.

THESE DIMENSIONS SHALL ONLY BE USED IN PLACE OF THE DIMENSIONS SHOWN ON THIS SHEET. VERIFY ALL DIMENSIONS BY FIELD MEASUREMENTS. ADDRESS: 6000

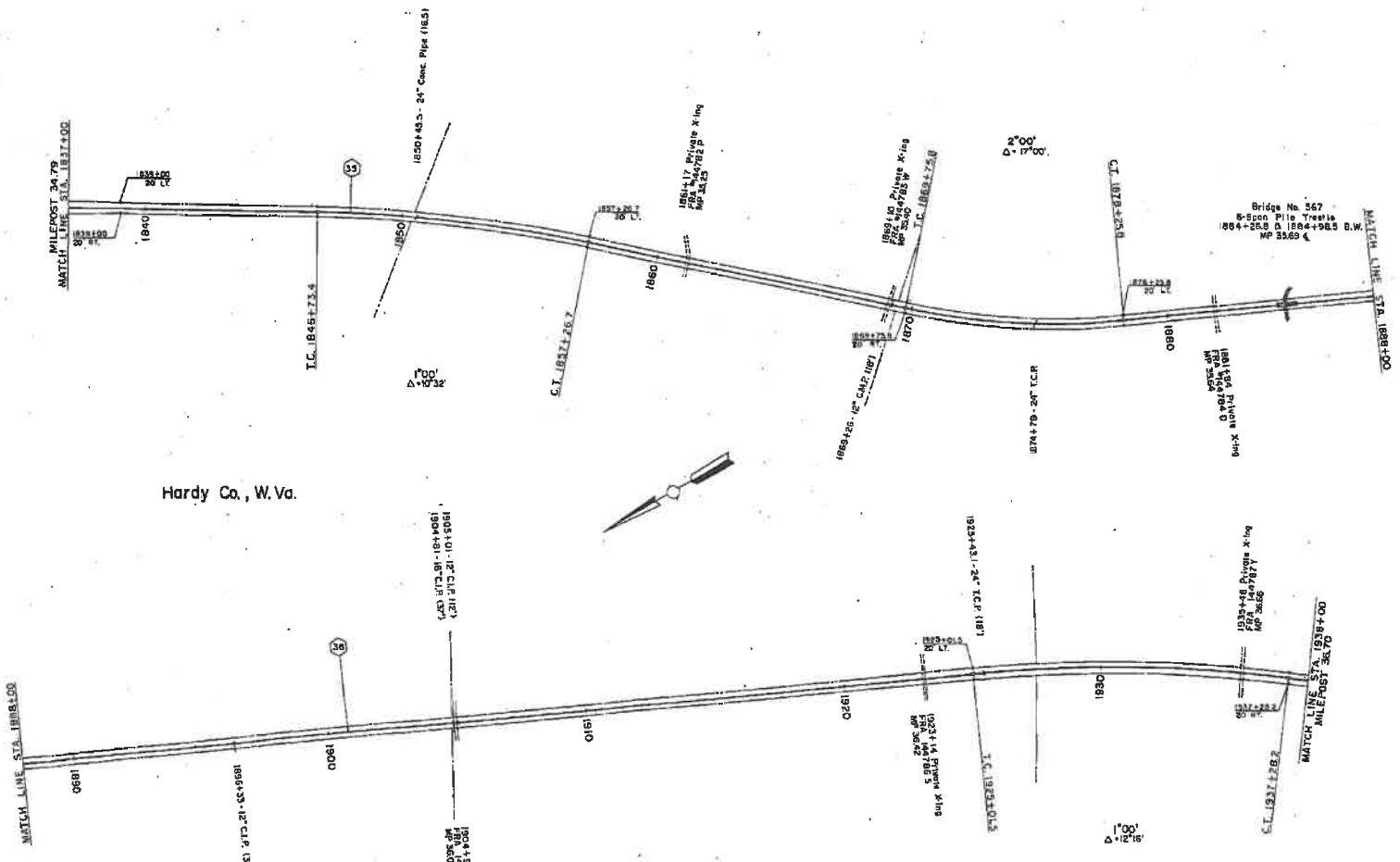
W.VA. RAILROAD MAINTENANCE AUTHORITY
SOUTH BRANCH VALLEY RAIL ROAD

TRACK MAP
MILEPOST 32.77 TO MILEPOST 34.79

BUCHART - HORN
Consulting Engineers & Planners

PHYS. OFF. HARRISBURG, PA. MEASUREMENTS BY S. L. BUCHART, JR.
SURVEYING OFF. HARRISBURG, PA. MEASUREMENTS BY S. L. BUCHART, JR.

JOB NO. 61543 SCALE 1" = 200' SHEET NO. 20
DATE: _____ CHECKED BY: RCM



Hardy Co., W. Va.

Cunningham, W. Va.

TOPOGRAPHY AND RIGHT-OF-WAY ON THIS SHEET WERE DERIVED FROM BALTIMORE AND OHIO RAILROAD COMPANY EVALUATION SHEET



NO.	DATE	REVISIONS	BY	BY

THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING ALL DIMENSIONS AND ELEVATIONS SHOWN ON THIS SHEET. ALL DIMENSIONS SHALL BE IN FEET AND INCHES UNLESS OTHERWISE SPECIFIED.

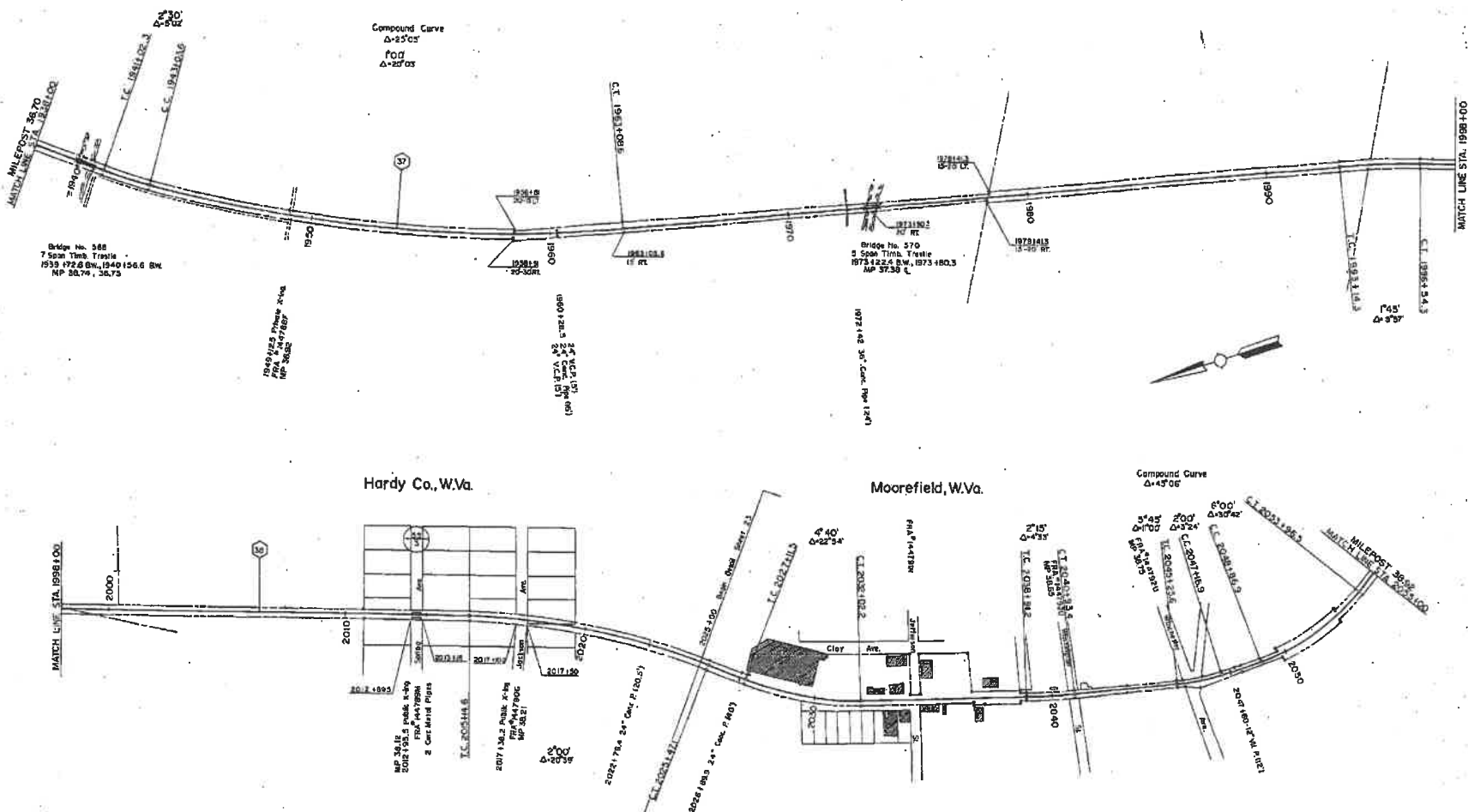
W.VA. RAILROAD MAINTENANCE AUTHORITY
SOUTH BRANCH VALLEY RAIL ROAD

TRACK MAP
MILEPOST 34.79 TO MILEPOST 36.70

BUCHART - HORN
Consulting Engineers & Planners

1001 W. ... WASHINGTON, D.C. ... BALTIMORE, MD. ...

JOB NO. 61043 SCALE: 1" = 200' DRAWN BY: S.W.R. CHECKED BY: R.C.M. SHEET NO. 21



TOPOGRAPHY AND RIGHT-OF-WAY ON THIS SHEET WERE DERIVED FROM BALTIMORE AND OHIO RAILROAD COMPANY EVALUATION SHEET V-372 T-13

NO.	DATE	REVISIONS	BY	WT

THE ENGINEER SHALL VERIFY ALL DIMENSIONS AND LOCATIONS OF ALL STRUCTURES AND EQUIPMENT SHOWN ON THIS SHEET.

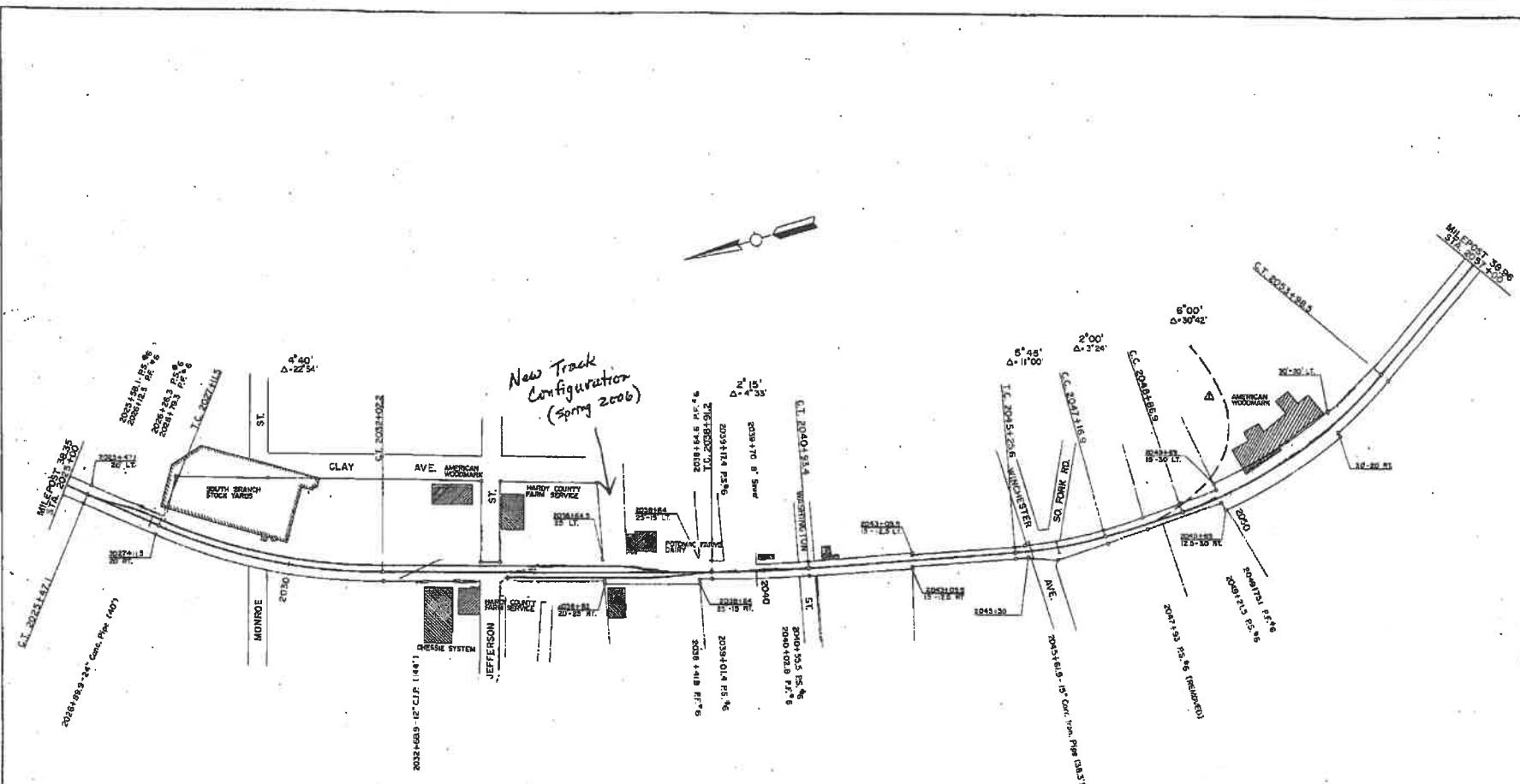
W.VA. RAILROAD MAINTENANCE AUTHORITY
SOUTH BRANCH VALLEY RAIL ROAD

TRACK MAP
MILEPOST 36.70 TO MILEPOST 38.92

BUCHART - HORN
 Consulting Engineers & Planners
 1111 1/2 W. Main St., Charleston, W. Va. 25302
 800-441-1111

DATE: 1-2007
 DRAWN BY: J.W.H.
 CHECKED BY: R.C.M.

SHEET NO. 81543 SHEET 32



Moorefield ; W. Va.

TOPOGRAPHY AND RIGHT-OF-WAY ON THIS SHEET WERE DERIVED FROM BALTIMORE AND OHIO RAILROAD COMPANY EVALUATION SHEET



NO.	DATE	REVISIONS	BY
23		SIDING RETIRED SUBJECT TO RECALL	1980 RCM

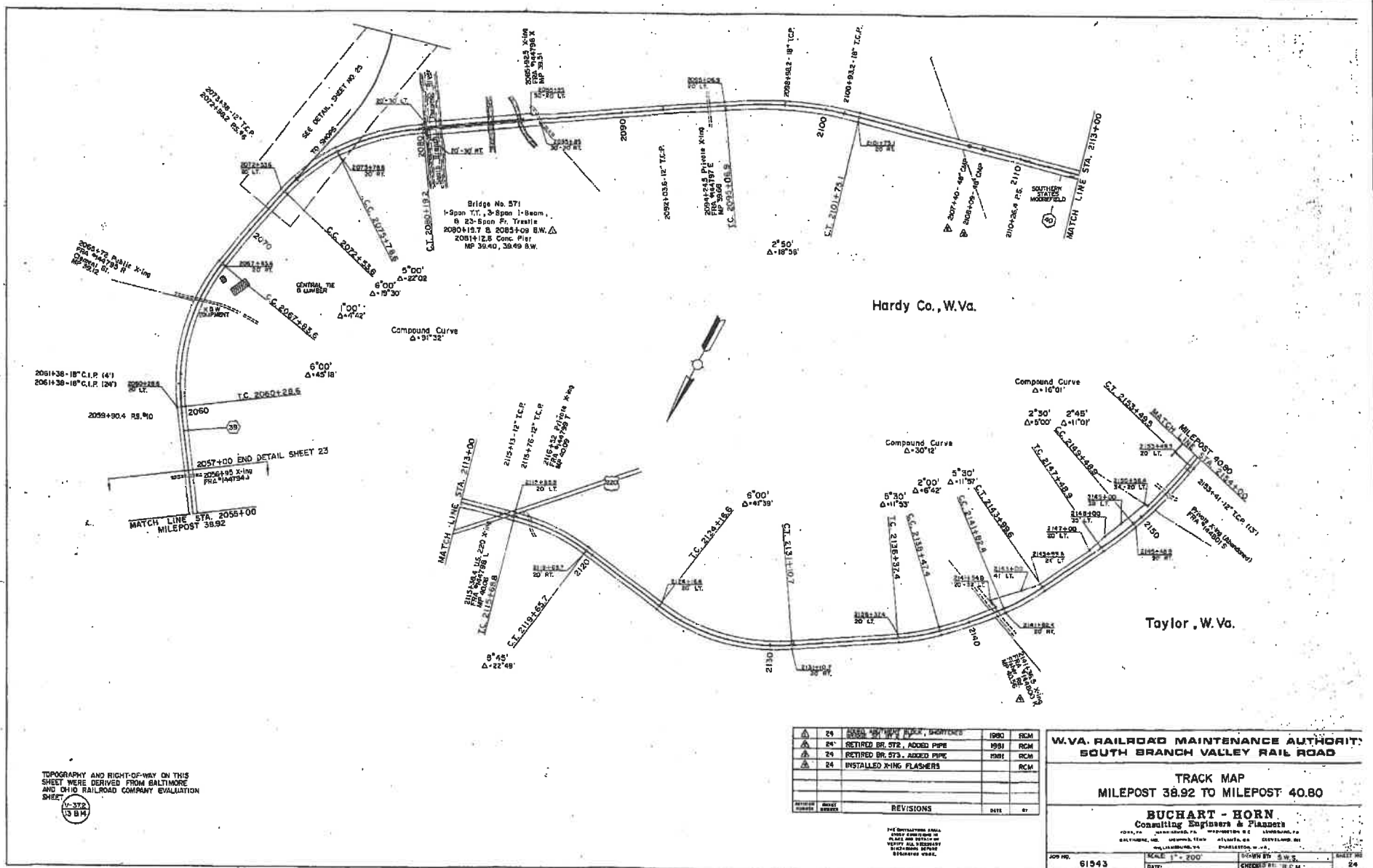
THE CONTRACTOR SHALL OBTAIN PERMISSION IN WRITING FROM THE ENGINEER BEFORE ANY ALTERATION IS MADE TO THE ORIGINAL DRAWING.

W.VA. RAILROAD MAINTENANCE AUTHORITY
SOUTH BRANCH VALLEY RAIL ROAD

TRACK DETAIL
MOOREFIELD W.VA.

BUCHART - HORN
 Consulting Engineers & Planners
 1001 N. HARRISON ST., HARRISBURG, PA. 17102-1001
 222 N. MARKET ST., PHOENIX, AZ 85004-1001
 1111 N. MARKET ST., PHOENIX, AZ 85004-1001

JOB NO. 61543	SCALE 1" = 100'	DRAWN BY S.W.S.	SHEET NO. 23
DATE		CHECKED BY R.E.M.	



TOPOGRAPHY AND RIGHT-OF-WAY ON THIS SHEET WERE DERIVED FROM BALTIMORE AND OHIO RAILROAD COMPANY EVALUATION SHEET 15 814

NO.	DESCRIPTION	DATE	BY
24	REMOVED BR. STS., ADDED PIPES	1990	RCM
24	REMOVED BR. STS., ADDED PIPES	1991	RCM
24	REMOVED BR. STS., ADDED PIPES	1991	RCM
24	INSTALLED XING FLASHERS		RCM

W.VA. RAILROAD MAINTENANCE AUTHORITY
SOUTH BRANCH VALLEY RAIL ROAD

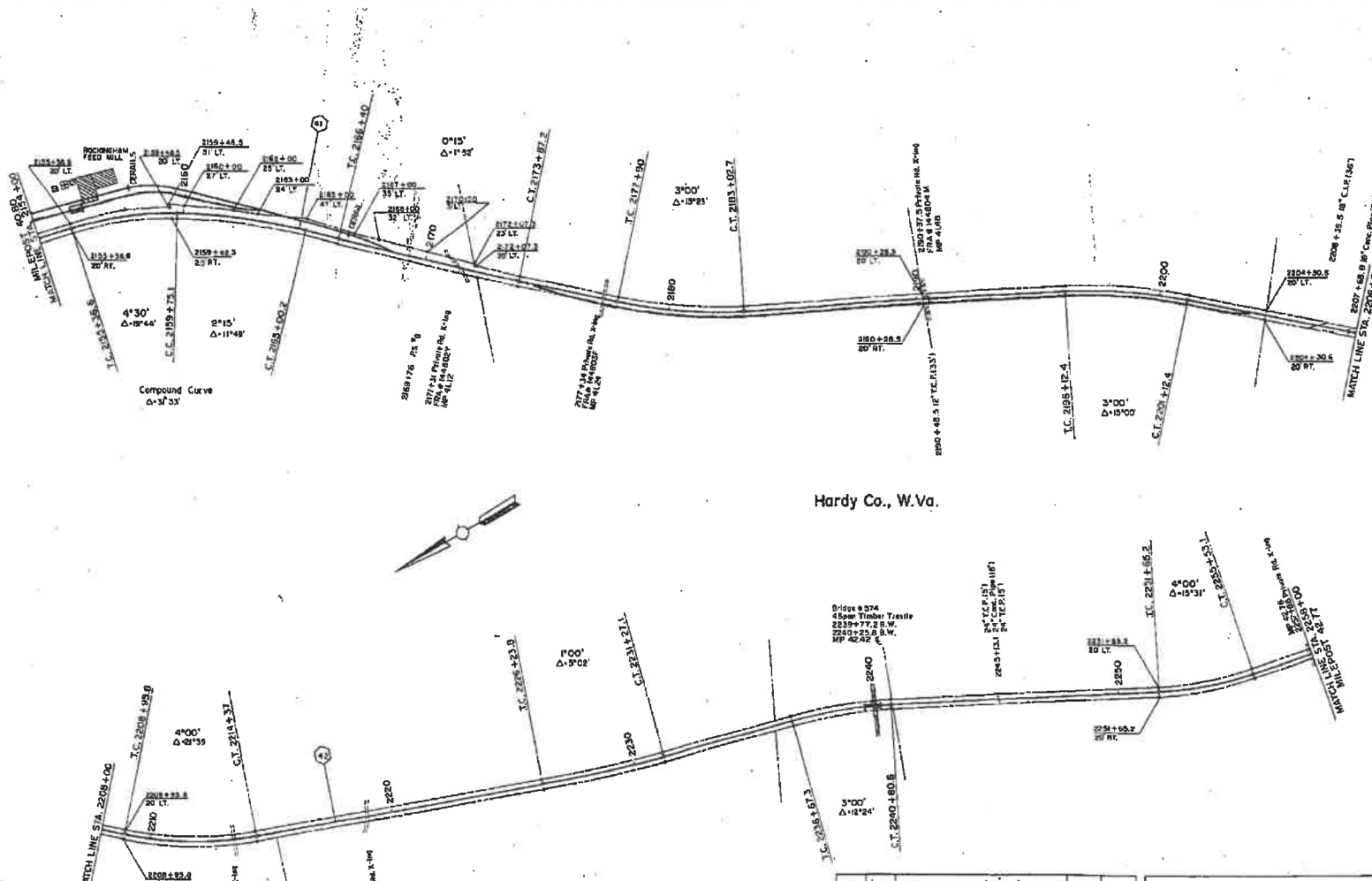
TRACK MAP
MILEPOST 38.92 TO MILEPOST 40.80

BUCHART - HORN
Consulting Engineers & Planners

1001 W. MARKET ST. CHARLESTON, W.V. 25301
1001 W. MARKET ST. CHARLESTON, W.V. 25301
1001 W. MARKET ST. CHARLESTON, W.V. 25301

JOB NO.	SCALE	DATE	DESIGNED BY	CHECKED BY	SHEET NO.
61543	1" = 200'		S.W.S.	H.C.M.	24

FOR EVALUATION ONLY
NOT TO BE USED AS
PART OF ANY OTHER
ENGINEERING WORK.



Hardy Co., W.Va.



NO.	DATE	REVISIONS	BY	CHK

TOPOGRAPHY AND RIGHT-OF-WAY ON THIS SHEET WERE DERIVED FROM BALTIMORE AND OHIO RAILROAD COMPANY EVALUATION SHEET
 V-27.2
 (485)

W.VA. RAILROAD MAINTENANCE AUTHORITY
 SOUTH BRANCH VALLEY RAIL ROAD

TRACK MAP
 MILEPOST 40.80 TO MILEPOST 42.77

BUCHART - HORN
 Consulting Engineers & Planners
 BALTIMORE, MD MEMPHIS, TENN CHARLOTTE, N.C. CLEVELAND, OH
 WASHINGTON, D.C. CHARLOTTE, N.C.

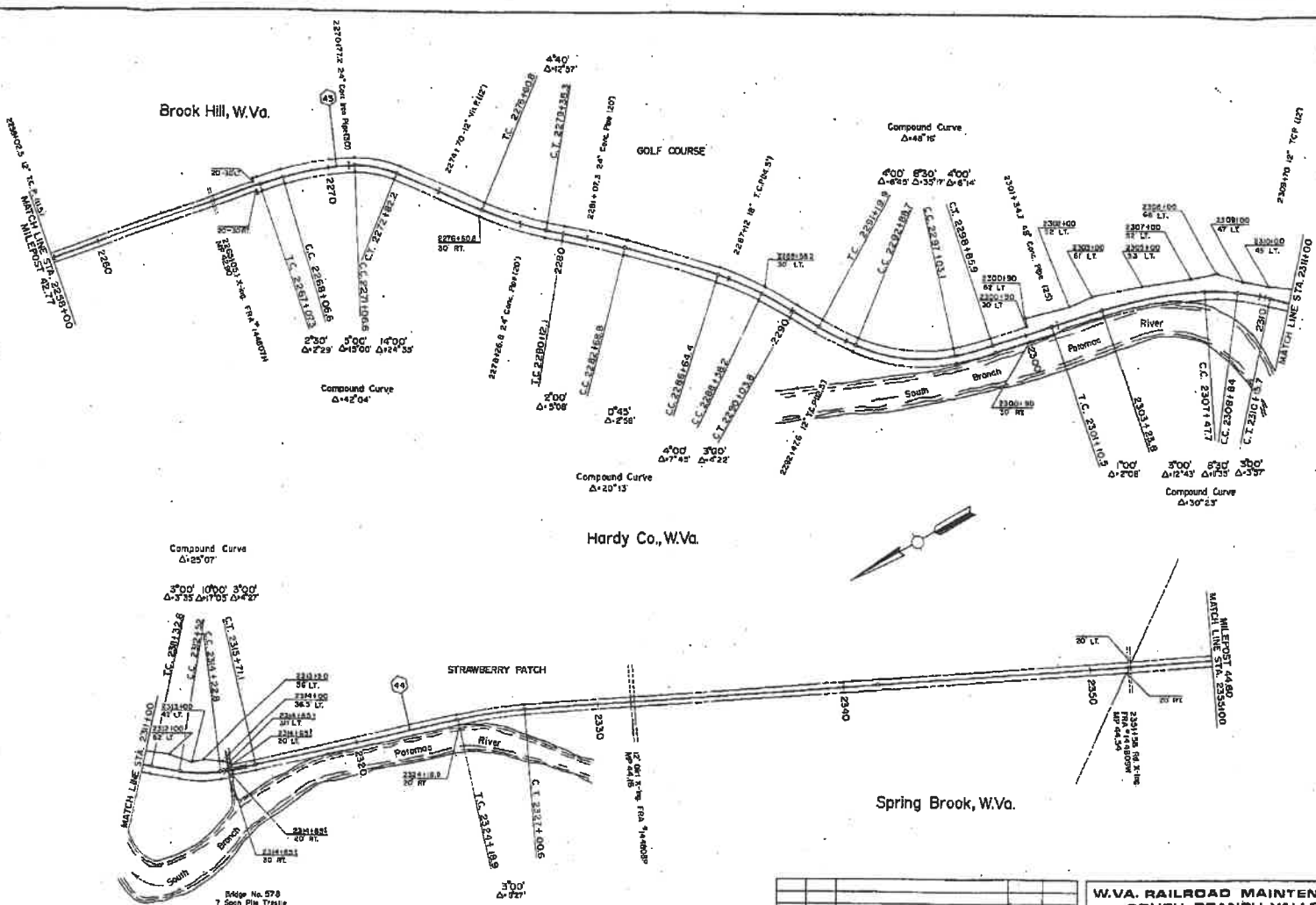
SCALE 1"=200'

DATE 6/15/43

CHECKED BY R.C.M.

SHEET NO. 26

THE CONTRACTOR SHALL
 CAREFULLY EXAMINE
 THIS SHEET AND
 PLACE HIS INITIALS IN
 THE REVISIONS COLUMN
 BEFORE PROCEEDING
 WITH THE WORK.



Brook Hill, W.Va.

GOLF COURSE

Hardy Co., W.Va.

Spring Brook, W.Va.

Compound Curve
Δ=25°07'

3°00' 10'00' 3°00'
Δ=3°35' Δ=1°05' Δ=4°27'

STRAWBERRY PATCH

Bridge No. 578
7 Span Pin Trestle
234'+3.8" SW, 231'+23.3" SW
MP 43.83

TOPOGRAPHY AND RIGHT-OF-WAY ON THIS SHEET WERE DERIVED FROM BALTIMORE AND OHIO RAILROAD COMPANY EVALUATION SHEET



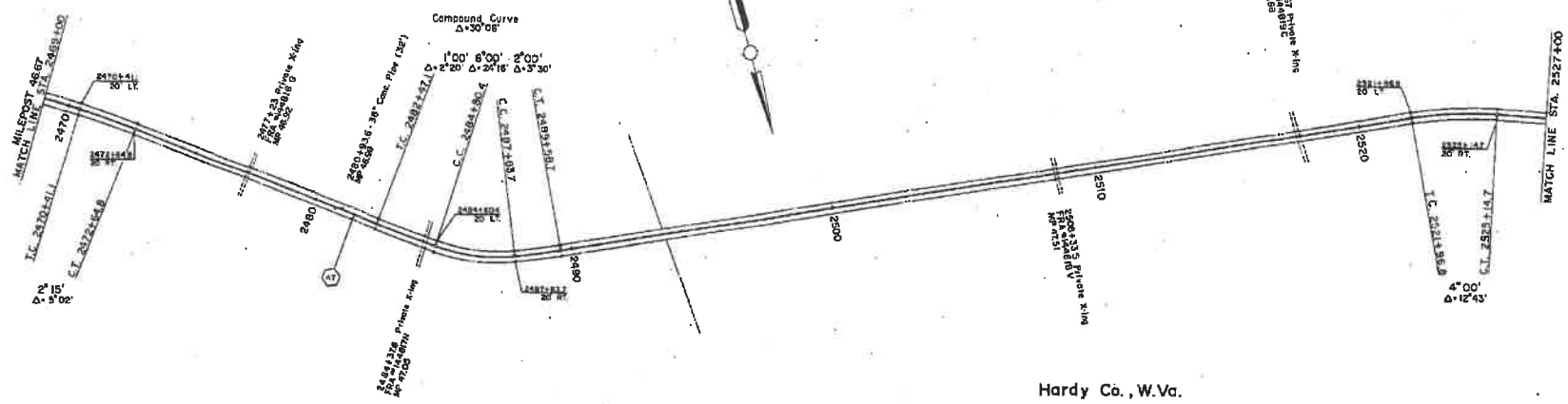
REVISION	DATE	BY

W.VA. RAILROAD MAINTENANCE AUTHORITY
SOUTH BRANCH VALLEY RAIL ROAD

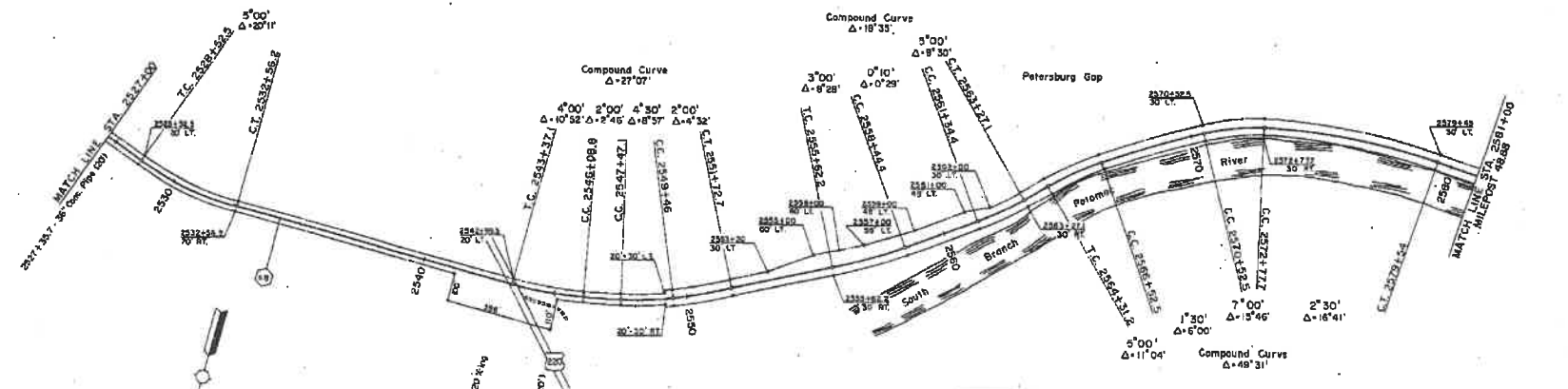
TRACK MAP
MILEPOST 42.77 TO MILEPOST 44.60

BUCHART - HORN
Consulting Engineers & Planners

JOB NO. 61543 SCALE 1"=200' DRAWN BY: RCM CHECKED BY: RCM SHEET NO. 27



Hardy Co., W. Va.



Welton, W. Va.

TOPOGRAPHY AND RIGHT-OF-WAY ON THIS SHEET WERE DERIVED FROM BALTIMORE AND OHIO RAILROAD COMPANY EVALUATION SHEET



NO.	DATE	REVISIONS	BY	APPROVED

THE INFORMATION SHOWN HEREIN IS FOR THE USE OF THE BALTIMORE AND OHIO RAILROAD COMPANY AND IS NOT TO BE USED FOR ANY OTHER PURPOSE WITHOUT THE WRITTEN CONSENT OF THE ENGINEERING FIRM.

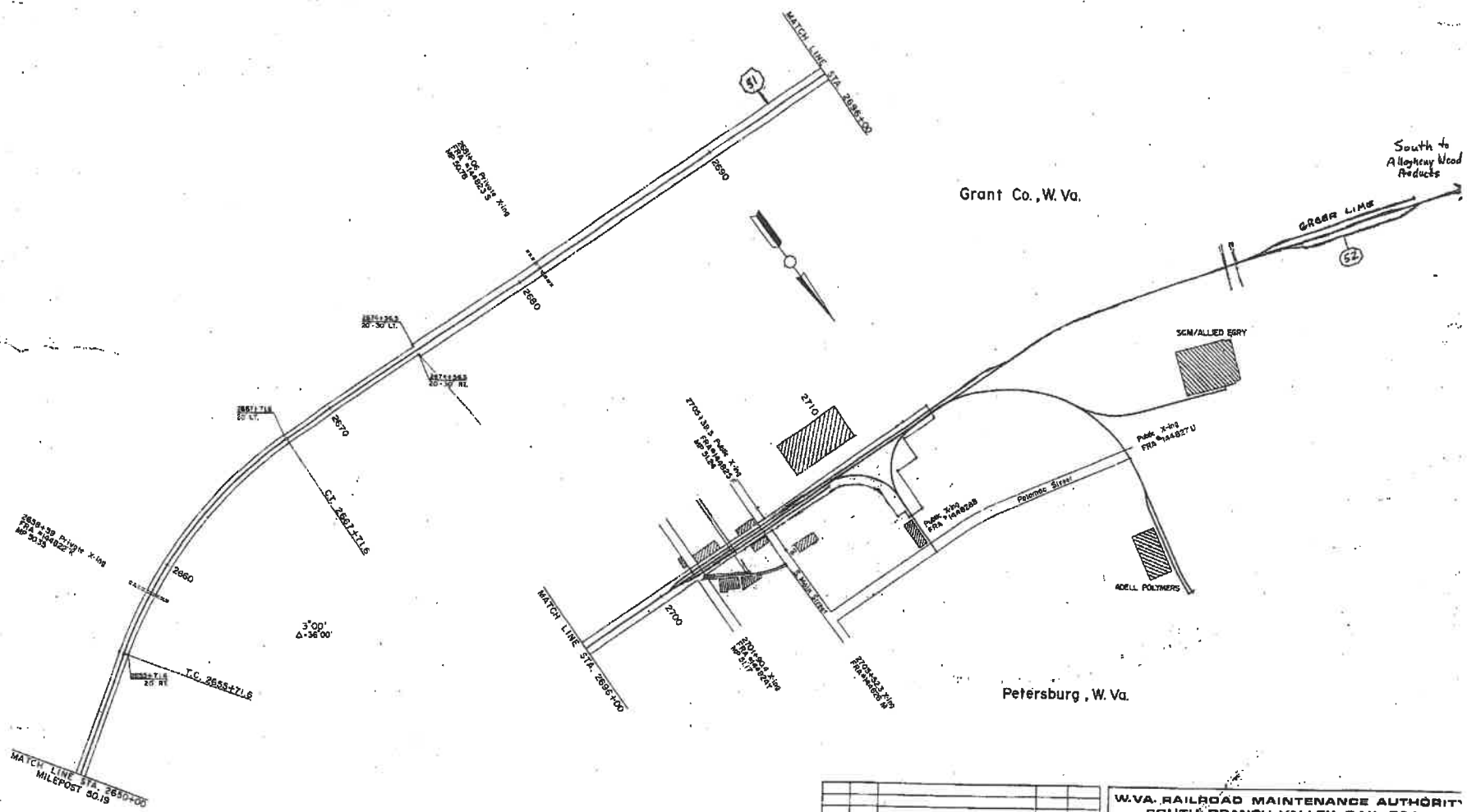
W.VA. RAILROAD MAINTENANCE AUTHORITY
SOUTH BRANCH VALLEY RAIL ROAD

TRACK MAP
 MILEPOST 46.67 TO MILEPOST 48.88

BUCHART - HORN
 Consulting Engineers & Planners

1000 W. BALTIMORE ST. BALTIMORE, MD. 21201
 1000 W. BALTIMORE ST. BALTIMORE, MD. 21201
 1000 W. BALTIMORE ST. BALTIMORE, MD. 21201
 1000 W. BALTIMORE ST. BALTIMORE, MD. 21201

JOB NO. 61543 SCALE 1" = 500' DRAWN BY S.W.S. CHECKED BY R.C.M. SHEET NO. 20



2550+00 Original X-108
 STA. 2548+22.4
 MP 50.15

2570+00
 SF 2662+11.6

2600
 T.C. 2658+71.6

2650+00
 MILEPOST 50.19

MATCH LINE STA. 2685+00

3°00'
 Δ=36°00'

TOPOGRAPHY AND RIGHT-OF-WAY ON THIS SHEET WERE DERIVED FROM BALTIMORE AND OHIO RAILROAD COMPANY EVALUATION SHEET

V-372
 18

NO.	DATE	REVISIONS	BY	CHK.

THIS DRAWING SHALL BE USED ONLY AS A REFERENCE TO THE ORIGINAL DRAWING AND SHALL NOT BE USED FOR ANY OTHER PURPOSE WITHOUT THE WRITTEN CONSENT OF THE ENGINEER.

W.VA. RAILROAD MAINTENANCE AUTHORITY
SOUTH BRANCH VALLEY RAIL ROAD

TRACK MAP
MILEPOST 50.19 TO PETERSBURG

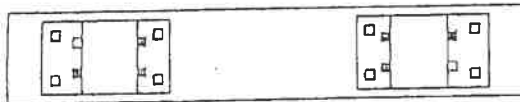
BUCHART - HORN
 Consulting Engineers & Planners
 1001 14th St. N.W., Washington, D.C. 20004
 1000 14th St. N.W., Atlanta, Ga. 30309
 1000 14th St. N.W., Charleston, W. Va. 25302

JOB NO.	SCALE: 1" = 200'	DRAWN BY: B.W.E.	SHEET NO.
61043	DATE:	CHECKED BY: R.C.M.	31

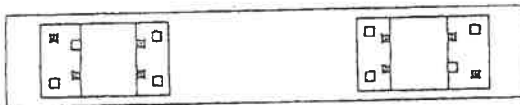
SPIKING PATTERN "A"



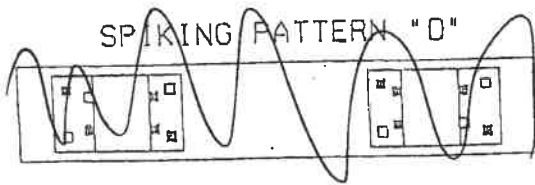
SPIKING PATTERN "B"



SPIKING PATTERN "C"



SPIKING PATTERN "D"



TRACK TYPE, TRACK ALIGNMENT, AND SPEED AUTHORIZED	SPIKES PER TIE PLATE	SPIKING PATTERN
MAIN TRACKS AND SIDINGS		
TANGENTS AND CURVES LESS THAN 2 DEGREE WITH SPEED UP TO 45 MPH	2	A
TANGENTS AND CURVES LESS THAN 2 DEGREE WITH SPEED GREATER THAN 45 MPH	3	D
CURVES 2 DEGREE AND OVER BUT LESS THAN 6 DEGREE	4	C
CURVES OVER 6 DEGREE	5	D
SIDE TRACKS - SPEEDS UP TO 25 MPH		
TANGENTS AND CURVES LESS THAN 6 DEGREE	2	A
CURVES 6 DEGREE AND OVER BUT LESS THAN 12 DEGREE	3	D
CURVES OVER 12 DEGREE	4	C
SIDE TRACKS - SPEEDS GREATER THAN 25 MPH		
TANGENTS AND CURVES LESS THAN 2 DEGREE	2	A
CURVES 2 DEGREE AND OVER BUT LESS THAN 4 DEGREE	3	D
CURVES OVER 4 DEGREE	4	C

■ - TRACK SPIKE

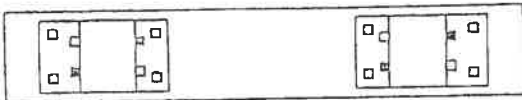
MAIN TRACK - A TRACK, OTHER THAN AN AUXILIARY TRACK, EXTENDING THROUGH YARDS AND BETWEEN STATIONS, UPON WHICH TRAINS ARE OPERATED IN CONFORMANCE WITH RULES OR SPECIAL INSTRUCTIONS.

SIDING - AN AUXILIARY TRACK DESIGNATED IN SPECIAL INSTRUCTIONS FOR THE MEETING OR PASSING OF TRAINS.

SIDE TRACK - AN AUXILIARY TRACK FOR PURPOSES OTHER THAN MEETING OR PASSING TRAINS.

MAIN TRACK SPIKING PATTERNS
SIDE TRACK SPIKING PATTERNS

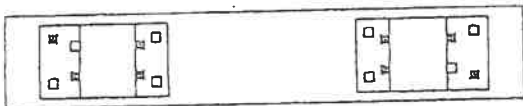
SPIKING PATTERN "A"



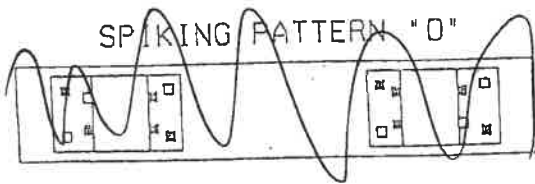
SPIKING PATTERN "B"



SPIKING PATTERN "C"



SPIKING PATTERN "D"



TRACK TYPE, TRACK ALIGNMENT, AND SPEED AUTHORIZED	SPIKES PER TIE PLATE	SPIKING PATTERN
MAIN TRACKS AND SIDINGS		
TANGENTS AND CURVES LESS THAN 2 DEGREE WITH SPEED UP TO 45 MPH	2	A
TANGENTS AND CURVES LESS THAN 2 DEGREE WITH SPEED GREATER THAN 45 MPH	3	D
CURVES 2 DEGREE AND OVER BUT LESS THAN 6 DEGREE	4	C
CURVES OVER 6 DEGREE	5	D
SIDE TRACKS - SPEEDS UP TO 25 MPH		
TANGENTS AND CURVES LESS THAN 6 DEGREE	2	A
CURVES 6 DEGREE AND OVER BUT LESS THAN 12 DEGREE	3	D
CURVES OVER 12 DEGREE	4	C
SIDE TRACKS - SPEEDS GREATER THAN 25 MPH		
TANGENTS AND CURVES LESS THAN 2 DEGREE	2	A
CURVES 2 DEGREE AND OVER BUT LESS THAN 4 DEGREE	3	B
CURVES OVER 4 DEGREE	4	C

■ - TRACK SPIKE

MAIN TRACK - A TRACK, OTHER THAN AN AUXILIARY TRACK, EXTENDING THROUGH YARDS AND BETWEEN STATIONS, UPON WHICH TRAINS ARE OPERATED IN CONFORMANCE WITH RULES OR SPECIAL INSTRUCTIONS.

SIDING - AN AUXILIARY TRACK DESIGNATED IN SPECIAL INSTRUCTIONS FOR THE MEETING OR PASSING OF TRAINS.

SIDE TRACK - AN AUXILIARY TRACK FOR PURPOSES OTHER THAN MEETING OR PASSING TRAINS.

MAIN TRACK SPIKING PATTERNS
SIDE TRACK SPIKING PATTERNS

Exhibit "A"
Price Sheet

Replace Crossties and Surface on the SBVR					
Line	Description	Unit of	Unit	Quantity	Extended
Item	Replace Crossties and Surfacing on SBVR	Measure	Cost	Needed	Cost
1.1.1	Replace 5,000 crossties between MP 12.0 and MP 22	Each	0.00	5,000	0.00
	(This includes tamping of this area)				
1.1.2	Additonal Gaging between MP 12.0 & MP 22.0	Per Ft	0.00	4,800	0.00
1.1.4	Continual Surfacing between MP 0-12 & MP 37-43	Per Mile	0.00	18	0.00
Total Bid				Amount:	0.00



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

**State of West Virginia
 Centralized Request for Quote**

Proc Folder: 1355886			Reason for Modification: Addendum No. 4
Doc Description: Construction Replace 5000 ties on SBVR, Gaging & Surfacing			
Proc Type: Central Purchase Order			
Date Issued	Solicitation Closes	Solicitation No	Version
2024-02-27	2024-03-06 13:30	CRFQ 0810 DMT2400000004	5

BID RECEIVING LOCATION

BID CLERK
 DEPARTMENT OF ADMINISTRATION
 PURCHASING DIVISION
 2019 WASHINGTON ST E
 CHARLESTON WV 25305
 US

VENDOR

Vendor Customer Code: 000000177857
Vendor Name : Amtrac Railroad Contractors of MD, Inc.
Address : 9436
Street : Earley Drive
City : Hagerstown
State : Maryland **Country :** USA **Zip** 21740
Principal Contact : Robert L. Matthews
Vendor Contact Phone: 301-797-3730 **Extension:**

FOR INFORMATION CONTACT THE BUYER
 David H Pauline
 304-558-0067
 david.h.pauline@wv.gov

Vendor Signature X  **FEIN#** 35-1649116 **DATE** March 5, 2024

All offers subject to all terms and conditions contained in this solicitation

ADDITIONAL INFORMATION

Addendum No. 4

To provide a response to a Vendor Technical question that was inadvertently omitted from previous addendums, see attached.

The Bid Opening date remains March 6, 2024 at 1:30 pm., est.

No other Changes.

INVOICE TO		SHIP TO	
STATE RAIL AUTHORITY 120 WATER PLANT DR		STATE RAIL AUTHORITY (DBA) SOUTH BRANCH VALLEY RAILROAD 120 WATER PLANT DR	
MOOREFIELD	WV	MOOREFIELD	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Replace 5000 Ties and Tamp between MP 12.0 and MP 22.0	0.00000	EA	\$167.00	\$835,000.00

Comm Code	Manufacturer	Specification	Model #
72141603			

Extended Description:

See attached Exhibit "A" Pricing Pages to input pricing which should be completed in their entirety.

Replace 5000 ties and tamp area between MP 12.0 - 22.0 on SBVR

INVOICE TO		SHIP TO	
STATE RAIL AUTHORITY 120 WATER PLANT DR		STATE RAIL AUTHORITY (DBA) SOUTH BRANCH VALLEY RAILROAD 120 WATER PLANT DR	
MOOREFIELD	WV	MOOREFIELD	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Additional Gaging between MP 12.0 & MP 22.0	0.00000	FT	\$6.00	\$28,800.00

Comm Code	Manufacturer	Specification	Model #
72141603			

Extended Description:

See attached Exhibit "A" Pricing Pages to input pricing which should be completed in their entirety.

Additional Gaging between MP 12.0 & MP 22.0 on SBVR

INVOICE TO		SHIP TO	
STATE RAIL AUTHORITY 120 WATER PLANT DR		STATE RAIL AUTHORITY (DBA) SOUTH BRANCH VALLEY RAILROAD 120 WATER PLANT DR	
MOOREFIELD	WV	MOOREFIELD	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	Continual Surfacing between MP 0-12 & MP 37-43	0.00000	MILE	\$6,000.00	\$108,000.00

Comm Code	Manufacturer	Specification	Model #
72141603			

Extended Description:

See attached Exhibit "A" Pricing Pages to input pricing which should be completed in their entirety.

Continual surfacing between MP 0-12 & MP 37-43 on SBVR

SCHEDULE OF EVENTS		
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<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	Mandatory Pre-bid Meeting at 10:30 am., est.	2024-02-15
2	Vendor Technical Question Due By 11:00 am., est.	2024-02-22

	Document Phase	Document Description	Page
DMT2400000004	Final	Construction <input type="checkbox"/> Replace 5000 ties on SBVR, Gaging & Surfacing	4

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions