



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

# Request for Quotation

RFQ NUMBER
RMA900010

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
RON PRICE 304-558-0492

VENDOR

\*709014935      412-228-4500  
 ATLAS RAILROAD CONSTRUCTION CO  
 PO BOX 8 ROUTE 519  
 EIGHTY FOUR PA 15330

SHIP TO

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
11/12/2008				

BID OPENING DATE: 12/10/2008      BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	JB		160-52	\$ 739,900 <sup>xx</sup>	\$ 739,900 <sup>xx</sup>
TRACK CONSTRUCTION, CROSSTIE & BRIDGE  CONTRACT TO PROVIDE FOR TRACK CONSTRUCTION, CROSSTIE AND BRIDGE TIE REPLACEMENT, AND SURFACING. ALL WORK IS LOCATED ON THE WEST VIRGINIA CENTRAL RAILROAD PER THE ATTACHED SPECIFICATIONS.  A MANDATORY PREBID WILL BE HELD ON NOVEMBER 18, 2008 AT 10:00 AM AT THE BELINGTON YARD IN BELINGTON, WV. THIS PRE-BID WILL INCLUDE AN INSPECTION TRIP OF THE PORTION OF RAILROAD WHERE THE WORK WILL BE COMPLETED. BIDDERS MUST PROVIDE THEIR OWN HY-RAIL EQUIPMENT OR MAKE ARRANGEMENTS WITH OTHER POTENTIAL VENDORS TO RIDE WITH THEM. FAILURE TO ATTEND THIS PREBID MEETING WILL RESULT IN DISQUALIFICATION OF THE BID. CONTRACTORS SHOULD INFORM RON PRICE AT 304-558-0492 OF THEIR INTENT TO ATTEND.  PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS  1. EXCEPT WHEN AUTHORIZED BY THE DIRECTOR OF THE PURCHASING DIVISION PURSUANT TO SUBSECTION 2 BELOW, NO CONTRACTOR MAY USE OR SUPPLY STEEL PRODUCTS FOR A STATE CONTRACT PROJECT OTHER THAN THOSE STEEL PRODUCTS MADE IN THE UNITED STATES. AS USED USED I THIS CONTRACT.  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, ROAD						

RECEIVED

08 DEC 16 AM 10:59

PURCHASING DIVISION  
STATE OF WV

SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE	TELEPHONE	DATE	
<i>[Signature]</i>	724-228-4500	12/10/08	
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE	
Bill President	25-101910		

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

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

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. All quotations are governed by the *West Virginia Code* and the *Legislative Rules* of the Purchasing Division.
4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
5. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
6. Payment may only be made after the delivery and acceptance of goods or services.
7. Interest may be paid for late payment in accordance with the *West Virginia Code*.
8. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
9. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
11. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
12. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, this Contract may be deemed null and void, and terminated without further order.
14. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
15. **WEST VIRGINIA ALCOHOL & DRUG-FREE WORKPLACE ACT:** If this Contract constitutes a public improvement construction contract as set forth in Article 1D, Chapter 21 of the West Virginia Code ("The West Virginia Alcohol and Drug-Free Workplace Act"), then the following language shall hereby become part of this Contract: "The contractor and its subcontractors shall implement and maintain a written drug-free workplace policy in compliance with the West Virginia Alcohol and Drug-Free Workplace Act, as set forth in Article 1D, Chapter 21 of the West Virginia Code. The contractor and its subcontractors shall provide a sworn statement in writing, under the penalties of perjury, that they maintain a valid drug-free work place policy in compliance with the West Virginia and Drug-Free Workplace Act. It is understood and agreed that this Contract shall be cancelled by the awarding authority if the Contractor: 1) Fails to implement its drug-free workplace policy; 2) Fails to provide information regarding implementation of the contractor's drug-free workplace policy at the request of the public authority; or 3) Provides to the public authority false information regarding the contractor's drug-free workplace policy."

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### INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division.
2. **SPECIFICATIONS:** Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Complete all sections of the quotation form.
4. Unit prices shall prevail in case of discrepancy.
5. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
6. **BID SUBMISSION:** All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130



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				<p>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.</p> <p>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 OF SUCH OPERATIONS, FROM STEEL MADE BY THE OPEN HEARTH, BASIC OXYGEN, ELECTRIC FURNACE, BESSEMER OR OTHER STEEL MAKING PROCESS.</p> <p>C. "UNITED STATES" MEANS THE UNITED STATES OF AMERICA AND INCLUDES ALL TERRITORY, CONTINENTAL OR INSULAR, SUBJECT TO THE JURISDICTION OF THE UNITED STATES.</p> <p>2. THE DIRECTOR OF THE PURCHASING DIVISION MAY, IN WRITING, AUTHORIZE THE USE OF FOREIGN STEEL PRODUCTS IF:</p> <p>A. THE COST FOR EACH CONTRACT ITEM USED DOES NOT EXCEED ONE TENTH OF ONE PERCENT (.1%) OF THE TOTAL CONTRACT COST OR TWO THOUSAND FIVE HUNDRED DOLLARS (2,500.00), WHICHEVER IS GREATER. FOR THE PURPOSES OF THIS SECTION, THE COST IS THE VALUE OF THE STEEL PRODUCT AS DELIVERED TO THE PROJECT OR</p> <p>B. THE DIRECTOR OF THE PURCHASING DIVISION DETERMINES THAT SPECIFIED STEEL MATERIALS ARE NOT PRODUCED IN THE UNITED STATES IN SUFFICIENT QUANTITY OR OTHERWISE ARE NOT REASONABLY</p>		

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *[Signature]* TELEPHONE: 724-228-4500 DATE: 12/12/08  
 TITLE: Vice President FEIN: 25-1011910 ADDRESS CHANGES TO BE NOTED ABOVE

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AVAILABLE TO MEET CONTRACT REQUIREMENTS.						
B. A CONTRACTOR WHO USES STEEL PRODUCTS IN VIOLATION OF THIS SECTION MAY BE SUBJECT TO CIVIL PENALTIES PURSUANT TO WV CODE SECTION 5A-3-56.						
REV. 10/01/01						
EXHIBIT 5						
WEST VIRGINIA CODE 21-1D-5 PROVIDES THAT: ANY SOLICITATION FOR A PUBLIC IMPROVEMENT CONSTRUCTION CONTRACT REQUIRES EACH VENDOR THAT SUBMITS A BID FOR THE WORK TO SUBMIT AT THE SAME TIME AN AFFIDAVIT OF COMPLIANCE WITH THE BID. THE ENCLOSED PURCHASING AFFIDAVIT MUST BE SIGNED AND SUBMITTED WITH THE BID AS EVIDENCE OF THE VENDOR'S COMPLIANCE WITH THE PROVISIONS OF ARTICLE 1D, CHAPTER 21 OF THE WEST VIRGINIA CODE. FAILURE TO SUBMIT THE SIGNED PURCHASING AFFIDAVIT WITH THE BID SHALL RESULT IN DISQUALIFICATION OF SUCH BID.						
NOTICE TO PROCEED: THIS CONTRACT IS TO BE PERFORMED WITHIN 365 CALENDAR DAYS AFTER THE NOTICE TO PROCEED IS RECEIVED. UNLESS OTHERWISE SPECIFIED, THE FULLY EXECUTED PURCHASE ORDER WILL BE CONSIDERED NOTICE TO PROCEED.						
CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE MATERIALS OR WORKMANSHIP SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM WITH THE SPECIFICATIONS OF THE BID AND CONTRACT HERE IN.						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE 	TELEPHONE 704-228-4320	DATE 12/12/08	
TITLE Vice President	FEIN 25-1011910	ADDRESS CHANGES TO BE NOTED ABOVE	

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<p>WAGE RATES: THE CONTRACTOR OR SUBCONTRACTOR SHALL PAY THE HIGHER OF THE U.S. DEPARTMENT OF LABOR MINIMUM WAGE RATES AS ESTABLISHED FOR VARIOUS COUNTY, PURSUANT TO WEST VIRGINIA CODE 21-5A, ET, SEQ. (PREVAILING WAGE RATES APPLY TO THIS PROJECT)</p> <p>ARBITRATION: ANY REFERENCES MADE TO ARBITRATION OR INTEREST FOR PAYMENTS DUE (EXCEPT FOR ANY INTEREST REQUIRED BY STATE LAW) CONTAINED IN THIS CONTRACT OR IN ANY AMERICAN INSTITUTE OF ARCHITECTS DOCUMENTS PERTAINING TO THIS CONTRACT ARE HEREBY DELETED.</p> <p>WORKERS' COMPENSATION: VENDOR IS REQUIRED TO PROVIDE A CERTIFICATE FROM WORKERS' COMPENSATION IF SUCCESSFUL.</p> <p>ALL OF THE ITEMS CHECKED BELOW WILL BE A REQUIREMENT OF THIS CONTRACT:</p> <p>(XX) INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF COMMERCIAL GENERAL LIABILITY INSURANCE PRIOR TO ISSUANCE OF CONTRACT. UNLESS OTHERWISE SPECIFIED IN THE BID DOCUMENTS, THE MINIMUM AMOUNT OF INSURANCE COVERAGE REQUIRED IS \$250,000.</p> <p>( ) BUILDERS RISK INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF BUILDERS RISK - ALL RISK INSURANCE IN AN AMOUNT EQUAL TO 100% OF THE AMOUNT OF THE CONTRACT.</p> <p>(XX) BONDS: FIVE PERCENT (5%) OF THE TOTAL AMOUNT OF THE BID PAYABLE TO THE STATE OF WEST VIRGINIA, SHALL BE SUBMITTED WITH EACH BID AS A BID BOND. THE SUCCESSFUL BIDDER SHALL ALSO FURNISH A PERFORMANCE BOND AND LABOR/MATERIAL BOND FOR 100% OF THE AMOUNT OF THE CONTRACT. BONDS MAY BE PROVIDED IN THE FORM OF A CERTIFIED CHECK, IRREVOCABLE LETTER OF CREDIT, OR BOND FURNISHED BY A SOLVENT SURETY COMPANY AUTHORIZED TO DO BUSINESS IN TH</p>						

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TITLE Vice President	FEIN 25-1011910	ADDRESS CHANGES TO BE NOTED ABOVE

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<p>STATE OF WEST VIRGINIA. A LETTER OF CREDIT SUBMITTED IN LIEU OF A BOND WILL ONLY BE ALLOWED FOR PROJECTS UNDER \$100,000. PERSONAL OR BUSINESS CHECKS ARE NOT ACCEPABLE IN LIEU OF THE 5% BID BOND, PERFORMANCE BOND, OR LABOR AND MATERIAL BOND.</p> <p>( ) MAINTENANCE BOND: A TWO (2) YEAR MAINTENANCE BOND COVERING THE ROOFING SYSTEM WILL BE A REQUIREMENT OF THE SUCCESSFUL VENDOR.</p> <p>REV. 11/00</p> <p>EXHIBIT 7</p> <p>DOMESTIC ALUMINUM, GLASS &amp; STEEL IN PUBLIC WORKS PROJECTS</p> <p>IN ACCORDANCE WITH WEST VIRGINIA CODE 5-19-1 ET., SEQ., EVERY CONTRACT FOR CONSTRUCTION, RECONSTRUCTION, ALTERATION, REPAIR, IMPROVEMENT OR MAINTENANCE OF PUBLIC WORKS, WHERE THE COST IS MORE THAN \$50,000 AND, IN THE CASE OF STEEL ONLY, WHERE THE COST OF STEEL IS MORE THAN \$50,000 OR WHERE MORE THAN 10,000 POUNDS OF STEEL ARE REQUIRED, THE STATE WILL ACCEPT ONLY ALUMINUM GLASS, OR STEEL PRODUCTS PRODUCED IN THE UNITED STATES. IN ADDITION, ITEMS OF MACHINERY OR EQUIPMENT PURCHASED FOR USE AT THE SITE OF PUBLIC WORKS SHALL BE MADE OF DOMESTIC ALUMINUM, GLASS OR STEEL, UNLESS THE COST OF THE PRODUCT IS LESS THAN \$50,000 OR LESS THAN 10,000 POUNDS OF STEEL ARE USED IN PUBLIC WORKS PROJECTS.</p> <p>FOREIGN MADE ALUMINUM, GLASS OR STEEL PRODUCTS MAY BE ACCEPTED ONLY IF THE COST OF DOMESTIC PRODUCTS IS FOUND TO BE UNREASONABLE. SUCH COST IS UNREASONABLE IF IT IS 20% OR MORE HIGHER THAN THE BID PRICE FOR FOREIGN MADE</p>						

SIGNATURE <i>[Signature]</i>		TELEPHONE 709-228-4500	DATE 12/12/08
TITLE Vice President	FEIN 25-101910	ADDRESS CHANGES TO BE NOTED ABOVE	

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<p>PRODUCTS. IF THE DOMESTIC ALUMINUM, GLASS OR STEEL PRODUCTS TO BE SUPPLIED OR PRODUCED IN A "SUBSTANTIAL LABOR SURPLUS AREA", AS DEFINED BY THE UNITED STATES DEPARTMENT OF LABOR, FOREIGN PRODUCTS MAY BE SUPPLIED ONLY IF DOMESTIC PRODUCTS ARE 30% OR MORE HIGHER IN PRICE THAN THE FOREIGN MADE PRODUCTS.</p> <p>IF, PRIOR TO THE AWARD OF A CONTRACT UNDER THE ABOVE PROVISIONS, THE SPENDING OFFICER OF THE SPENDING UNIT DETERMINES THAT THERE EXISTS A BID FOR LIKE FOREIGN ALUMINUM, GLASS OR STEEL THAT IS REASONABLE AND LOWER THAN THE LOWEST BID DOMESTIC PRODUCTS, THE SPENDING OFFICE MAY REQUEST, IN WRITING, A REEVALUATION AND REDUCTION IN THE LOWEST BID FOR SUCH DOMESTIC PRODUCTS. ALL VENDORS MUST INDICATE IN THEIR BID IF THEY ARE SUPPLYING FOREIGN ALUMINUM, GLASS OR STEEL.</p> <p>REV. 3/88</p> <p>EXHIBIT 9</p> <p>NOTICE FOR ISSUANCE &amp; ACKNOWLEDGEMENT OF CONSTRUCTION PROJECT ADDENDA</p> <p>THE ARCHITECT/ENGINEER AND/OR AGENCY SHALL BE REQUIRED TO ABIDE BY THE FOLLOWING SCHEDULE IN ISSUING CONSTRUCTION PROJECT ADDENDA FOR STATE AGENCIES:</p> <p>(1) THE ARCHITECT/ENGINEER SHALL PREPARE THE ADDENDUM AND A LIST OF ALL PARTIES THAT HAVE PROCURED DRAWINGS AND SPECIFICATIONS FOR THE PROJECT. THE ADDENDUM AND LIST SHALL BE FORWARDED TO THE BUYER IN THE STATE PURCHASING DIVISION. THE ARCHITECT/ENGINEER SHALL ALSO SEND A COPY OF THE ADDENDUM TO THE STATE AGENCY FOR WHICH THE CONTRACT IS ISSUED.</p>						

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ROCKWELL

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S H I P T O

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<p>(2) THE BUYER SHALL SEND THE ADDENDUM TO ALL INTERESTED PARTIES AND, IF NECESSARY, EXTEND THE BID OPENING DATE. ANY ADDENDUM SHOULD BE RECEIVED BY THE BUYER WITHIN FOURTEEN (14) DAYS PRIOR TO THE BID OPENING DATE.</p> <p>(3) ALL ADDENDA SHOULD BE FORMALLY ACKNOWLEDGED BY ALL BIDDERS AND SUBMITTED TO THE STATE PURCHASING DIVISION. THE SAME RULES AND REGULATIONS THAT APPLY TO THE ORIGINAL BIDDING DOCUMENT SHALL ALSO APPLY TO AN ADDENDUM DOCUMENT. THE ONLY EXCEPTION MAY BE FOR AN ADDENDUM THAT IS ISSUED FOR THE SOLE PURPOSE OF CHANGING A BID OPENING TIME AND/OR DATE.</p> <p>REV. 11/96</p> <p>EXHIBIT 10</p> <p>ADDENDUM ACKNOWLEDGEMENT</p> <p>I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.</p> <p>ADDENDUM NOS :</p> <p>NO. 1      . . . . . 11/13/08 . . . . .</p> <p>NO. 2      . . . . . 12/2/08 . . . . .</p> <p>NO. 3      . . . . . . . . . .</p> <p>NO. 4      . . . . . . . . . .</p>						

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<p>I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF THE BIDS.</p> <p>VENDOR MUST CLEARLY UNDERSTAND THAT ANY VERBAL REPRESENTATION MADE OR ASSUMED TO BE MADE DURING ANY ORAL DISCUSSION HELD BETWEEN VENDOR'S REPRESENTATIVES AND ANY STATE PERSONNEL IS NOT BINDING. ONLY THE INFORMATION ISSUED IN WRITING AND ADDED TO THE SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING.</p> <p>.....SIGNATURE</p> <p>Atlas Railroad Construction.....COMPANY</p> <p>12/12/08.....DATE</p> <p>REV. 11/96</p> <p>CONTRACTORS LICENSE</p> <p>WEST VIRGINIA STATE CODE 21-11-2 REQUIRES THAT ALL PERSONS DESIRING TO PERFORM CONTRACTING WORK IN THIS STATE MUST BE LICENSED. THE WEST VIRGINIA CONTRACTORS LICENSING BOARD IS EMPOWERED TO ISSUE THE CONTRACTORS LICENSE. APPLICATIONS FOR A CONTRACTORS LICENSE MAY B MADE BY CONTACTING THE WEST VIRGINIA DIVISION OF LABOR CAPITOL COMPLEX, BUILDING 3, ROOM 319, CHARLESTON, WV 25305. TELEPHONE: (304) 558-7890.</p> <p>WEST VIRGINIA STATE CODE 21-11-11 REQUIRES ANY PROSPECTIVE BIDDER TO INCLUDE THE CONTRACTORS</p>						

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SIGNATURE: *[Signature]* TELEPHONE: 724 228-4500 DATE: 12/12/08

TITLE: Vice President FEIN: 25-1011910 ADDRESS CHANGES TO BE NOTED ABOVE

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 PO BOX 8 ROUTE 519  
 EIGHTY FOUR PA 15330

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
11/12/2008				

BID OPENING DATE: 12/10/2008 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>LICENSE NUMBER ON THEIR BID.            BIDDER TO COMPLETE:            CONTRACTORS NAME: <i>Atlas Railroad Construction Co.</i>            CONTRACTORS LICENSE NO.: <i>WV 007740</i></p> <p>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FURNISH A COPY OF THEIR CONTRACTORS LICENSE PRIOR TO ISSUANCE OF A PURCHASE ORDER/CONTRACT</p> <p>APPLICABLE LAW</p> <p>THE WEST VIRGINIA STATE CODE, PURCHASING DIVISION RULES AND REGULATIONS, AND THE INFORMATION PROVIDED IN THE "REQUEST FOR QUOTATION" ISSUED BY THE PURCHASING DIVISION IS THE SOLE AUTHORITY GOVERNING THIS PROCUREMENT.</p> <p>ANY INFORMATION PROVIDED IN SPECIFICATION MANUALS, OR ANY OTHER SOURCE, VERBAL OR WRITTEN, WHICH CONTRADICTS OR ALTERS THE INFORMATION PROVIDED FROM THE SOURCES AS DESCRIBED IN THE ABOVE PARAGRAPH IS VOID AND OF NO EFFECT.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.</p> <p>REV. 1/2005</p> <p>NOTICE</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *[Signature]* TELEPHONE: 724 228-4500 DATE: 12/12/08

TITLE: Vice President FEIN: 25-101910 ADDRESS CHANGES TO BE NOTED ABOVE

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



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

# Request for Quotation

RFC NUMBER
RMA900010

PAGE
10

ADDRESS CORRESPONDENCE TO ATTENTION OF
RON PRICE
304-558-0492

VENDOR

\*709014935      412-228-4500  
 ATLAS RAILROAD CONSTRUCTION CO  
 PO BOX 8 ROUTE 519  
 EIGHTY FOUR PA 15330

SHIP TO

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
11/12/2008				

BID OPENING DATE:

12/10/2008

BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p>DEPARTMENT OF ADMINISTRATION            PURCHASING DIVISION            BUILDING 15            2019 WASHINGTON STREET, EAST            CHARLESTON, WV 25305-0130</p> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER: RP-41</p> <p>REQ. NO.: RMA900010</p> <p>BID OPENING DATE: 12/10/08</p> <p>BID OPENING TIME: 1:30PM</p> <p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:</p> <p style="text-align: center;">----- 724-228-3103 -----</p> <p>PLEASE PRINT OR TYPE NAME OF PERSON TO CONTACT CONCERNING THIS QUOTE:</p> <p style="text-align: center;">----- Greg Susko -----</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE 724 228-4500	DATE 12/12/08
TITLE Vice President	FAX 25-1011910	ADDRESS CHANGES TO BE NOTED ABOVE

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



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

# Request for Quotation

RFQ NUMBER  
 RMA900010

PAGE  
 11

ADDRESS CORRESPONDENCE TO ATTENTION OF:  
 RON PRICE  
 304-558-0492

VENDOR  
 \*709014935 412-228-4500  
 ATLAS RAILROAD CONSTRUCTION CO  
 PO BOX 8 ROUTE 519  
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DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
11/12/2008				

BID OPENING DATE: 12/10/2008 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
***** THIS IS THE END OF RFQ RMA900010 ***** TOTAL:						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>[Signature]</i>	TELEPHONE 724-228-4500	DATE 12/12/08
TITLE Vice President	FEIN 25-1011910	ADDRESS CHANGES TO BE NOTED ABOVE

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

The West Virginia Purchasing Division for the agency, The West Virginia State Rail Authority is soliciting bids for track construction, crosstie and bridge tie replacement and surfacing. All work is located on the West Virginia Central Railroad (WVCR).

### DESCRIPTION OF WORK

**3000 TIES TOTAL FOR REPLACEMENT:** MP 5 to MP 11 – 650 ties; Belington Yard MP 11.3 - 75 ties; MP 15.8 to MP 26.5 – 575 ties and MP 29.0 to MP 38.4 – 1200 ties; Dailey Branch MP 0 to MP 1 – 200 ties; Norton Branch MP 0.2 to MP 1.8 - 300 ties (75% of the 3000 ties are in curves)

1. Tie Replacement
  - a. Ties will be handled carefully to avoid damage in accordance with AREMA specifications.
  - b. The contractor will replace only those ties marked for replacement by WVCR.
  - c. The contractor will remove and properly dispose of old ties. Ties must be stacked clear of tracks and must not be stacked on property other than WVCR right-of-way.
  - d. New and old ties can be stored at Belington, Elkins and Bowden until removed.
  
2. Spiking of Ties
  - a. New ties will be spiked to a gage of 56 ½ inches, plus or minus ¼ inch. Additional ties will be plugged and respiked to correct gage to ensure there is no abrupt change in gage where ties are replaced.
  - b. All ties replaced or respiked will have new spikes. Old spikes will not be reused. Spikes shall be started and driven vertically and square with the rail. They shall have full bearing against the side of the rail base. Spikes shall not be overdriven. Ties on tangents will get four spikes per tie. Ties on curves will get six spikes per tie. The correct spiking pattern will be used on all new ties and any adjacent ties that are respiked to correct gage.
  
3. Rail Anchors
  - a. All rail anchors will be reapplied in their existing location and properly fitted against ties.
  
4. Tamping
  - a. Tie gang will tamp all newly inserted ties as they are placed in the track and ballast will be replaced at ends of ties. Tamping for tie replacement will be done as described in section 5 of these specifications.

#### 5. Final Surfacing, Alinement and Ballast Regulating

- a. Contractor will use a Jackson 6700, Mark IV or equivalent tamper to give the track within the designated area a "skin lift" and establish best fit for curves including appropriate spirals. Surfacing will taper into bridges and grade crossings.
- b. Two insertions will be made for each tie.
- c. WVCR will provide information on superelevation of curves.
- d. When surfacing a turnout, tamping will continue for a distance of at least 100 feet onto the side track to ensure uniform surface through the turnout.
- e. A ballast regulator will follow the tamper to regulate ballast and reshape shoulders. Contractor will place any additional ballast where it may be needed after surfacing. All curves with welded rail will have a ballast shoulder of at least 12 inches on the outside of the curve.

#### **SURFACING AND BALLAST REGULATION:**

In addition to the areas where ties are installed, there will be additional surfacing of approximately seven (7) miles. This surfacing will be at various locations along the railroad from MP 6.2 – MP 90.5

#### **TIE REPLACEMENT ON BRIDGE 28.8**

This bridge is 221 feet long and is located in Elkins, WV crossing the Tygart Valley River and Barron Avenue. Bridge is a four-span steel structure. The running rails are 115# CWR. All 194 bridge ties and 4 parapet ties are to be replaced. The bridge ties are (163) 10" x 10" x 12' and (31) 10" x 10" x 16' ties dapped to fit on the steel spans. The parapet ties are (4) 10" x 10" x 10'. All steel strap tie spacers are to be replaced with timber outer guard rail.

1. **Bridge Tie Installation:** Every third tie will be anchored to the top of the girder flanges with new, galvanized 3/4" hook bolts, nuts and washers. No more than 8 to 10 ties may be removed at one time due to the CWR. New ties will be shifted to eliminate bunching that has occurred with the existing ties. Tie spacing should remain standard with current spacing. All four (4) parapet ties will be replaced.
2. **Timber Outer Guard Rail:** The timber outer guard rails shall be placed at the same location as the current metal straps. Contractor shall measure location of current straps from track center prior to removing. The timber shall be anchored to each tie with 3/4" x 10" washer head drive spikes. The 3/4" holes for the drive spikes shall be drilled through the guard rails only and the holes placed in alternate patterns over each tie, three inches (3") inside the edge of the timber. See attached drawing. (Attachment A) At the ends of each span, the outer guard rail shall end on the last tie of the span to allow structure expansion and shall not be connected

to the backwall or approach tie. Guard rails shall be notched in the field as necessary to clear heads of the hook bolts.

3. Inner Guard Rail: The inner guard rail on the bridge shall be re-installed as shown in the attached sketch. The rail will be spiked to each tie with two spikes per rail, without plates, and will be fully bolted.
4. Running Rails: Existing tie plates will be re-used with new ¼" thick solid neoprene (no fabric) tie pads placed between the tie plates and bridge ties. Rails will be spiked to 56 ½" gage with new, 6" cut spikes. They will be spiked to proper alinement without any irregularities. Contractor will be responsible to adjust rail as necessary to eliminate stress that develops as a result of the tie replacement. Spiking pattern will be four spikes per tie plate.
5. Walkway: The timber on the walkway will be replaced and the metal walkway re-installed. (68) 3" x 9" x 14' timbers will be cut to fit for the walkway.

**INSTALL one #8 132 lb turnout and 800 feet of track at the JF Allen Siding**

Contractor will construct 800 feet of track and one #8 turnout. The #8 132 lb turnout will connect back to the mainline which is 122# rail. Rail will be transported to the worksite by the SRA.

Crossties will not be spaced in excess of 24" centers. Ties will be handled carefully to avoid damage in accordance with AREMA specifications.

Rail will be spiked to a gage of 56 ½ inches, plus or minus ¼ inch. Spikes shall be started and driven vertically and square with rail. They shall have full bearing against the side of the rail base. Spikes shall not be overdriven. Spiking pattern shall be as shown in Attachment B.

Rail anchors will be properly fitted against the ties and will not be moved by driving them along the rail. Anchors shall be applied as shown in Attachment C. Turnouts will have all ties box anchored.

There will be six inches of ballast beneath the ties and between the ends of the ties and the slope of the ballast shoulder. Cribs will be filled but no ballast will be left on top of the ties. Ballast will be supplied by JF Allen but contractor is responsible for placing as needed.



All trackage will be lined and surfaced. Two insertions will be made per tie. Ballast will be regulated for proper shoulders.

Equipment and materials can be stored on-site.

### **CONDUCT OF WORK**

Train Traffic: Freight trains run from MP 0 to 29. During late winter and spring, freight trains typically operate five days a week. Excursion trains run weekends thru Memorial Day, and Thursday, Friday, Saturday and Sunday during June. Additional excursions may be scheduled during weekdays or weekends on an as needed basis. Updated schedules will be provided to the contractor by DGVR. The track must be made safe for train traffic on those days. Contractor will need to coordinate work with the Durbin & Greenbrier Valley Railroad, the operator of the WVCR. Contact for track access is Matt Reese, Superintendent at 304-636-9477 ext. 107 or 304-612-7990.

Contractor will be responsible to provide a radio or radios capable of communicating with the DGVR. The radio must be a minimum of 40 watts. The contractor can get a radio from Hammicks Radios, 304-636-6210 and have it programmed with the same frequency as the DGVR. Each work crew must be equipped with a radio.

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

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

The successful bidder will be required to have ALL employees that will be working on this project attend a ½ day class on track safety and track access. Also a mandatory preconstruction meeting will be held with all employees working on the project, the WVCR operator and their employees and a representative from the SRA. This meeting will assure that everyone understands the entire scope of work as outlined in the awarded purchase order. Also, it will be mandatory that a weekly status report be submitted to the SRA. This report will be signed by the contractor and railroad representative and will list the work completed for the week. A final inspection of all completed work will be conducted by the contractor, the DGVR and an SRA representative to assure all work is completed as stated in the specifications. Final payment will be withheld until this inspection is complete.

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

There are sidings at Belington, Elkins, Bowden and Bemis that can be used to tie-up equipment.

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

### MATERIALS

For the turnout and track installation at the JF Allen siding, SRA will provide switch, switch ties, crossties, ballast, rail and tie plates. Contractor will be responsible for spikes, bolts, anchors, joint bars, comp bars and filter fabric.

Contractor will be responsible for all materials for the other projects listed above.

Bridge ties will be new (163) 10" x 10" x 12' & (31) 10" x 10" x 16' Grade 1 Southern Yellow Pine, dense structural 65, creosote pressure-treated to 10# or refusal. Timber outer guard rails shall be 4" x 8" Southern Yellow Pine creosote pressure-treated to 12# or refusal.

Parapet ties will be new (4) 10" x 10" x 10' Grade 1 Southern Yellow Pine, dense structural 65, creosote pressure-treated to 10# or refusal.

Walkway lumber will be new (68) 3" x 9" x 14' treated lumber cut to fit walkway.

The contractor will prepare the dapping plans for ties installed on Bridge 28.8. These ties will be dapped to at least 1/2" and no more than 1/2" wider than flange width. Timber outer guard rails will be sized to fit each span of the bridge.

Crossties will be 7" x 9" x 8'6" industrial grade. Specifications in AREMA Chapter 3 will govern. Ties will be mixed hardwoods and oak, 100% end plated and creosote pressure treated to 7# retention or refusal.

Contractor will provide treated tie plugs and cut track spikes 5/8" x 6" per AREMA specifications.

Bolts and washers must be new and conform with AREMA specifications.

Anchors shall be the proper size for the rail to which they are applied. Anchors will be new or reformed and be compatible with industry rail anchor machines.

The 100RB rail requires 53 pairs of four-hole bars drilled.

Two pairs of 100-132 comp bars and four pairs of 122-132 comp bars.

Filter fabric for turnout will be sixteen-ounce needle punch, non woven.

### BIDDING REQUIREMENTS

The contractor MUST have previous experience in the replacement of railroad bridge decks, cross-tie replacement, turnout installation, rail placement and track surfacing. References may be required to prove past experience.

A mandatory pre-bid meeting will be held on November 18, 2008 at 10:00 am. Everyone will meet at the Belington Yard in Belington, WV. This meeting includes an inspection trip of the portion of railroad where the work will be completed. Bidders must provide their own hy-rail equipment or make arrangements with other potential vendors to ride with them. Contractors wishing to attend should inform Frank Whittaker at 304-558-2316 by November 7, 2008. Questions prior to the prebid inspection must be submitted in writing and will be addressed at the meeting. Email - Frank.m.whittaker@wv.gov

The quantities in the RFQ are for estimating purposes only. The awarded unit price will be used to determine the cost of the actual scope of work authorized.

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

**Tie Replacement** (excluding gaging)

Estimated quantity 3,000 ties x unit cost \$ \_\_\_\_\_ per tie =

\$ \_\_\_\_\_

**Gaging** (new and respiked cross-ties)

Estimated quantity 2,300 ties x unit cost \$ \_\_\_\_\_ per tie =

\$ \_\_\_\_\_

**Surfacing/Ballast Regulation**

Estimated 7 miles x 5,280 feet/mile x unit cost \$ \_\_\_\_\_ per track foot =

\$ \_\_\_\_\_

**Complete Replacement of Bridge Ties and Outer Guard Rails on Bridge 28.8**

One bridge total unit cost \$ \_\_\_\_\_

**Track Construction (includes all labor and joint bars, comp bars, spikes, anchors and bolts)**

Estimated quantity 800 track feet x unit cost \$ \_\_\_\_\_ per T.F. =

\$ \_\_\_\_\_

**Turnout Construction (includes all labor and joint bars, spikes, anchors and bolts)**

One turnout total x unit cost \$ \_\_\_\_\_ =

\$ \_\_\_\_\_

**TOTAL OF ALL ITEMS \$ \_\_\_\_\_**

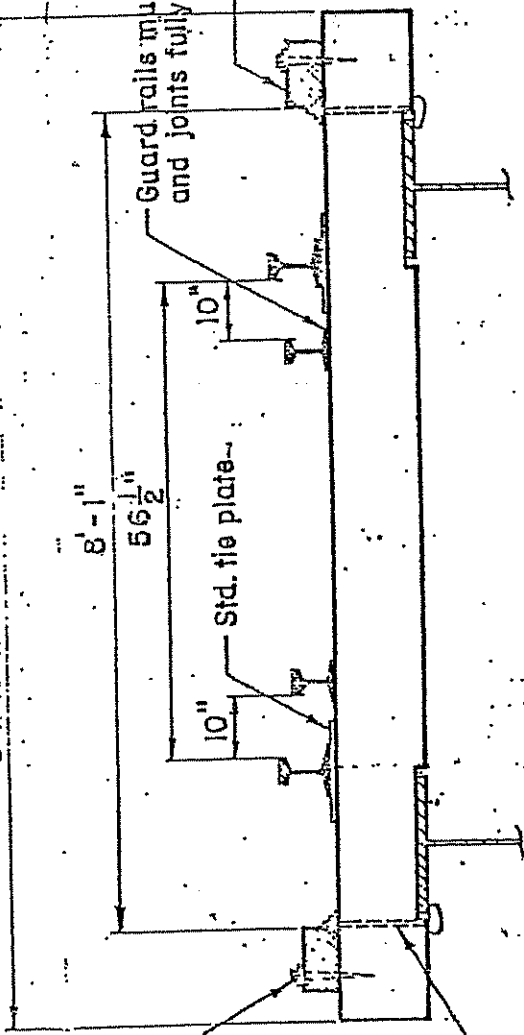
For beams or girders 6" - 12"

6" x 10" x 10'-0" (Min. Tie Stock)

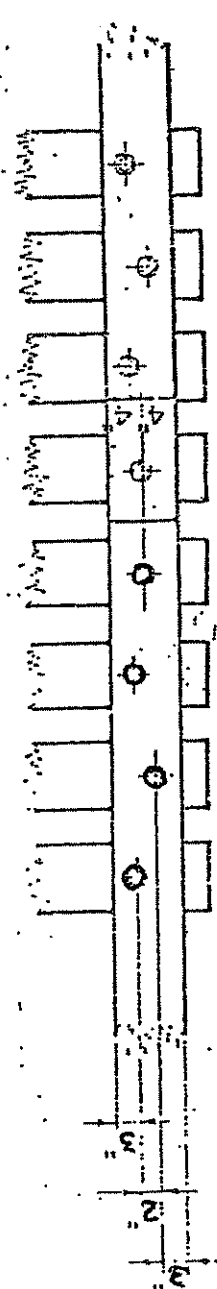
- 3/4" x 8" DRIVE SPIKE OR
- 3/4"  $\phi$  x 8" Galv. sealife lag screw each tie.
- 3/4" TIE DOWN BOLT WITH CLIP OR
- 3/4"  $\phi$  Galv. sealife hook bolt every 3<sup>rd</sup> tie.

Guard rails must be fully spiked, and joints fully bolted.

4" x 8" Guard rail to be notched in field where necessary to clear heads of hook bolts.



CROSS SECTION



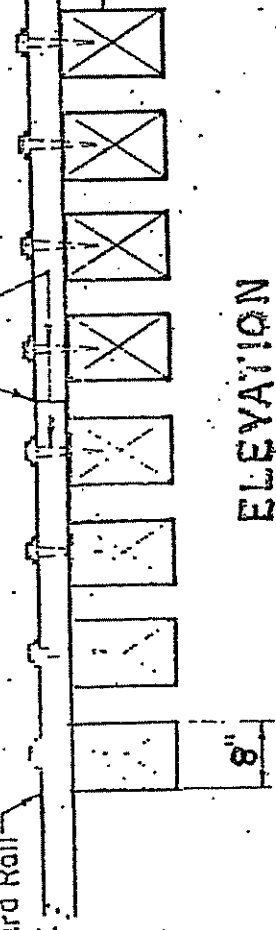
PART PLAN

Lag screw on each side of joint to be in center of guard rail.

Butt Joint

4" x 8" Guard Rail

Ties spaced at 1'-0" c/c.



ELEVATION

TYPICAL DETAILS  
BRIDGE TIE INSTALLATION  
STEEL BRIDGES

GUARD RAIL DETAILS

Attachment A

■ 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.

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

SPIKING PATTERN "A"



SPIKING PATTERN "B"



SPIKING PATTERN "C"



SPIKING PATTERN "D"





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

# Request for Quotation

RFQ NUMBER  
 RMA900010

PAGE  
 1

ADDRESS CORRESPONDENCE TO ATTENTION OF:  
 RON PRICE  
 304-558-0492

VENDOR

\*709014935      412-228-4500  
 ATLAS RAILROAD CONSTRUCTION CO  
 PO BOX 8 ROUTE 519  
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SHIP TO

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 (DBA) SOUTH BRANCH VALLEY  
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 120 WATER PLANT DRIVE  
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DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
11/13/2008				

BID OPENING DATE: 12/10/2008      BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 1						
ADD: PURCHASING AFFIDAVIT ATTACHED						
BID OPENING DATE AND TIME REMAINS 12/10/08 @1:30 P.M.						
NO OTHER CHANGES						
0001	1	JB		160-52	\$ 739,900 <sup>xx</sup>	\$ 739,900 <sup>xx</sup>
				TRACK CONSTRUCTION, CROSSTIE & BRIDGE		
***** THIS IS THE END OF RFQ RMA900010 ***** TOTAL:						\$ 739,900 <sup>xx</sup>

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>[Signature]</i>	TELEPHONE 724-228-4500	DATE 12/12/08
TITLE Vice President	FEIN 25-1011310	ADDRESS CHANGES TO BE NOTED ABOVE

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



STATE OF WEST VIRGINIA  
Purchasing Division

# PURCHASING AFFIDAVIT

**VENDOR OWING A DEBT TO THE STATE:**

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

**PUBLIC IMPROVEMENT CONTRACTS & DRUG-FREE WORKPLACE ACT:**

*West Virginia Code* §21-1D-5 provides that: Any solicitation for a public improvement construction contract shall require each vendor that submits a bid for the work to submit at the same time an affidavit that the vendor has a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the West Virginia Code. A public improvement construction contract may not be awarded to a vendor who does not have a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the West Virginia Code and who has not submitted that plan to the appropriate contracting authority in timely fashion. For a vendor who is a subcontractor, compliance with Section 5, Article 1D, Chapter 21 of the West Virginia Code may take place before their work on the public improvement is begun.

**ANTITRUST:**

In submitting a bid to any agency for the state of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the state of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the state of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the state of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder.

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership or person or entity submitting a bid for the same materials, supplies, equipment or services and is in all respects fair and without collusion or fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

**LICENSING:**

Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agencies or political subdivision. Furthermore, the vendor must provide all necessary releases to obtain information to enable the Director or spending unit to verify that the vendor is licensed and in good standing with the above entities.

**CONFIDENTIALITY:**

The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures and rules. Vendors should visit [www.state.wv.us/admin/purchase/privacy](http://www.state.wv.us/admin/purchase/privacy) for the Notice of Agency Confidentiality Policies.

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

Vendor's Name: Atlas Railroad Construction Co.

Authorized Signature: [Signature] Date: 12/12/08



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

# Request for Quotation

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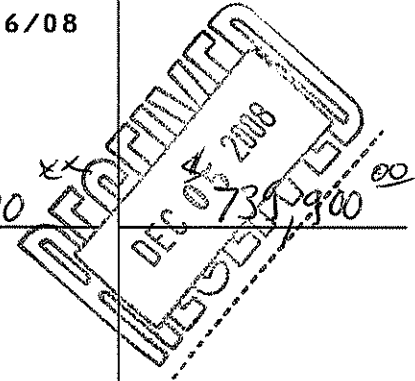
SHIP TO

WV STATE RAIL AUTHORITY  
 (DBA) SOUTH BRANCH VALLEY  
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 26836      304-538-2305

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
12/02/2008				

BID OPENING DATE: **12/16/2008**      BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 2						
TO REPLACE THE ORIGINAL SPECIFICATIONS WITH THE ATTACHED. ALL CHANGES FROM THE ORIGINAL ARE IN ITALIC REMOVED SECTIONS WILL BE SHOWN AS STRIKETHROUGHS						
CHANGE THE BID OPENING DATE FROM 12/10/08 TO 12/16/08 AT 1:30 PM.						
0001	1	JB		160-52	\$ 739,900	
				TRACK CONSTRUCTION, CROSSTIE & BRIDGE		
***** THIS IS THE END OF RFQ RMA900010 ***** TOTAL:						\$ 739,900.00



SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE	TELEPHONE	DATE	
<i>[Signature]</i>	724-228-4500	12/12/08	
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE	
Vice President	25-1011910		

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

## Addendum #2

**This addendum will completely replace the original RFQ for RMA900010. All changes from the original will be in italics. Removed sections will be shown as strikethroughs. PLEASE READ CAREFULLY AS SOME MATERIAL REQUIREMENTS HAVE CHANGED.**

The West Virginia Purchasing Division for the agency, The West Virginia State Rail Authority is soliciting bids for track construction, crosstie and bridge tie replacement and surfacing. All work is located on the West Virginia Central Railroad (WVCR).

**DESCRIPTION OF WORK**

**3000 TIES TOTAL FOR REPLACEMENT:** MP 5 to MP 11 – 650 ties; Belington Yard MP 11.3 - 75 ties; MP 15.8 to MP 26.5 – 575 ties and MP 29.0 to MP 38.4 – 1200 ties; Dailey Branch MP 0 to MP 1 – 200 ties; ~~Norton~~ *Coalton* Branch MP 0.2 to MP 1.8 - 300 ties (75% of the 3000 ties are in curves)

1. Tie Replacement

- a. Ties will be handled carefully to avoid damage in accordance with AREMA specifications.
- b. The contractor will replace only those ties marked for replacement by WVCR. *Ties needing to be gaged will also be marked in the field.*
- c. The contractor will remove and properly dispose of old ties. Ties must be stacked clear of tracks and must not be stacked on property other than WVCR right-of-way.
- d. New and old ties can be stored at Belington, Elkins and Bowden until removed.

2. Spiking of Ties

- a. New ties will be spiked to a gage of 56 ½ inches, plus or minus ¼ inch. Additional ties will be plugged and respiked to correct gage to ensure there is no abrupt change in gage where ties are replaced.
- b. All ties replaced or respiked will have new spikes. Old spikes will not be reused. Spikes shall be started and driven vertically and square with the rail. They shall have full bearing against the side of the rail base. Spikes shall not be overdriven. Ties on tangents will get four spikes per tie. Ties on curves will get six spikes per tie. The correct spiking pattern will be used on all new ties and any adjacent ties that are respiked to correct gage.

3. Rail Anchors

- a. All rail anchors will be reapplied in their existing location and properly fitted against ties.

4. Tamping
  - a. Tie gang will tamp all newly inserted ties as they are placed in the track and ballast will be replaced at ends of ties. Tamping for tie replacement will be done as described in section 5 of these specifications.
  
5. Final Surfacing, Alinement and Ballast Regulating
  - a. Contractor will use a Jackson 6700, Mark IV or equivalent tamper to give the track within the designated area a "skin lift" and establish best fit for curves including appropriate spirals. Surfacing will taper into bridges and grade crossings.
  - b. Two insertions will be made for each tie.
  - c. WVCR will provide information on superelevation of curves.
  - d. When surfacing a turnout, tamping will continue for a distance of at least 100 feet onto the side track to ensure uniform surface through the turnout.
  - e. A ballast regulator will follow the tamper to regulate ballast and reshape shoulders. ~~Contractor will place any additional ballast where it may be needed after surfacing.~~ All curves with welded rail will have a ballast shoulder of at least 12 inches on the outside of the curve.
  - f. *All ballast will be installed in the field by the Durbin & Greenbrier Valley Railroad. Contractor will only be responsible for regulating ballast to proper shoulders and depths.*

#### **SURFACING AND BALLAST REGULATION:**

In addition to the areas where ties are installed, there will be additional surfacing of approximately seven (7) miles. This surfacing will be at various locations along the railroad from MP 6.2 – MP 90.5 – *(See item 5 above)*

*An area on the Coalton Branch where ties are to be replaced is at a private crossing. No other private crossing will be located in the additional surfacing areas. The timbers at this one private crossing will be removed and reinstalled by the DGVR. This will not be the responsibility of the contractor.*

#### **TIE REPLACEMENT ON BRIDGE 28.8**

This bridge is 221 feet long and is located in Elkins, WV crossing the Tygart Valley River and Barron Avenue. Bridge is a four-span steel structure. The running rails are 115# CWR. All 194 bridge ties and 4 parapet ties are to be replaced. The bridge ties are (163) ~~10" x 10" x 12'~~ 10" x 12" x 12' and (31) ~~10" x 10" x 16'~~ 10" x 12" x 16' ties dapped to fit on the steel spans. The parapet ties are (4) 10" x 10" x 10'. ~~All steel strap tie spacers are to be replaced with timber outer guard rail.~~

1. Bridge Tie Installation: Every third tie will be anchored to the top of the girder flanges with new, galvanized  $\frac{3}{4}$ " hook bolts, nuts and washers. No more than 8 to 10 ties may be removed at one time due to the CWR. *(Note: This is only if CWR is not completely removed from bridge prior to tie installation. If CWR is removed, contractor must reinstall CWR according to the CWR program that is attached. Attachment D)* New ties will be shifted to eliminate bunching that has occurred with the existing ties. Tie spacing should remain standard with current spacing. All four (4) parapet ties will be replaced.
2. ~~Timber Outer Guard Rail: The timber outer guard rails shall be placed at the same location as the current metal straps. Contractor shall measure location of current straps from track center prior to removing. The timber shall be anchored to each tie with  $\frac{3}{4}$ " x 10" washer head drive spikes. The  $\frac{3}{4}$ " holes for the drive spikes shall be drilled through the guard rails only and the holes placed in alternate patterns over each tie, three inches (3") inside the edge of the timber. See attached drawing. (Attachment A) At the ends of each span, the outer guard rail shall end on the last tie of the span to allow structure expansion and shall not be connected to the backwall or approach tie. Guard rails shall be notched in the field as necessary to clear heads of the hook bolts.~~
2. Steel Strap Tie Spacers are to be replaced on new bridge ties exactly as they are currently placed on existing ties.
3. Inner Guard Rail: The inner guard rail on the bridge shall be re-installed as shown in the attached sketch. *(Attachment A)* The rail will be spiked to each tie with two spikes per rail, without plates, and will be fully bolted. *There are 9 joints per rail, four bolts will be used for each joint. Contractor can reuse joint bars and supply new bolts and washers. NOTE: Some discussion took place at the pre-bid concerning a change in the number of ties needing to be spiked. There is no change to what is listed here.*
4. Running Rails: Existing tie plates will be re-used with new  $\frac{1}{4}$ " thick solid neoprene (no fabric) tie pads placed between the tie plates and bridge ties. Rails will be spiked to 56  $\frac{1}{2}$ " gage with new, 6" cut spikes. They will be spiked to proper alignment without any irregularities. Contractor will be responsible to adjust rail as necessary to eliminate stress that develops as a result of the tie replacement. Spiking pattern will be four spikes per tie plate.
5. Walkway: The timber on the walkway will be replaced and the metal walkway re-installed. (68) 3" x 9" x 14' timbers will be cut to fit for the walkway. The posts for the handrail will be replaced and the existing handrailing will be reinstalled. (33) 3  $\frac{1}{2}$ " x 5  $\frac{1}{2}$ " x 58" treated lumber posts will be replaced. *The metal grate is attached to the walkway with a nail and metal clasp. The walkway boards are attached to the walkway support timbers with nails. Contractor is to replace in kind. See pictures showing detail of post and handrail attachment.*

**INSTALL one #8 132 lb turnout and 800 feet of track at the JF Allen Siding**

Contractor will construct 800 feet of track and one #8 turnout. The #8 132 lb turnout will connect back to the mainline *and side track with comp welds. The entire turnout except for the frog will be welded.* ~~Rail will be transported to the worksite by the SRA. Rail & OTM for the siding is the responsibility of the contractor, 100RB as described in the materials section.~~ The SRA will provide the turnout including the 132# rail and matching joint bars.

Crossties will not be spaced in excess of 24" centers. Ties will be handled carefully to avoid damage in accordance with AREMA specifications.

Rail will be spiked to a gage of 56 ½ inches, plus or minus ¼ inch. Spikes shall be started and driven vertically and square with rail. They shall have full bearing against the side of the rail base. Spikes shall not be overdriven. Spiking pattern shall be as shown in Attachment B.

Rail anchors will be properly fitted against the ties and will not be moved by driving them along the rail. Anchors shall be applied as shown in Attachment C. *(now attached)* Turnouts will have all ties box anchored.

There will be six inches of ballast beneath the ties and between the ends of the ties and the slope of the ballast shoulder. Cribs will be filled but no ballast will be left on top of the ties. Ballast will be supplied by JF Allen but contractor is responsible for placing as needed.

All trackage will be lined and surfaced. Two insertions will be made per tie. Ballast will be regulated for proper shoulders.

Equipment and materials can be stored on-site.

**CONDUCT OF WORK**

Train Traffic: Freight trains run from MP 0 to 29. During late winter and spring, freight trains typically operate five days a week. Excursion trains run weekends thru Memorial Day, and Thursday, Friday, Saturday and Sunday during June. Additional excursions may be scheduled during weekdays or weekends on an as needed basis. Updated schedules will be provided to the contractor by DGVR. The track must be made safe for train traffic on those days. *No train traffic will be going across the bridge at MP 28.8 until May 1, 2009 with the exception of emergency runs which will be coordinated with the contractor and DGVR.* Contractor will need to coordinate all work with the Durbin & Greenbrier Valley Railroad, the operator of the WVCR. Contact for track access is Matt Reese, Superintendent at 304-636-9477 ext. 107 or 304-612-7990.

Contractor will be responsible to provide a radio or radios capable of communicating with the DGVR. The radio must be a minimum of 40 watts. The contractor can get a

radio from Hammicks Radios, 304-636-6210 and have it programmed with the same frequency as the DGVR. Each work crew must be equipped with a radio. All work will be subject to inspection by the SRA and WVCR.

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

The successful bidder will be required to have ALL employees that will be working on this project attend a ½ day class on track safety and track access. Also a mandatory preconstruction meeting will be held with all employees working on the project, the WVCR operator and their employees and a representative from the SRA. This meeting will assure that everyone understands the entire scope of work as outlined in the awarded purchase order. Also, it will be mandatory that a weekly status report be submitted to the SRA. This report will be signed by the contractor and railroad representative and will list the work completed for the week. A final inspection of all completed work will be conducted by the contractor, the DGVR and an SRA representative to assure all work is completed as stated in the specifications. Final payment will be withheld until this inspection is complete.

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

There are sidings at Belington, Elkins, Bowden and Bemis that can be used to tie-up equipment.

Contractor will be responsible for clean up of the work site. All debris and refuse will be removed from WVCR property and disposed of properly. This includes old bridge ties, crossties, and spikes removed during this project. All other track material will remain the property of the WVCR. This track material needs to be clear of the track and stacked along the railroad right of way.

*Additional bid items spelled out for clarification: All bidders must attach a "No Debt Affidavit" form that was attached to addendum #1. Failure to do so will result in disqualification of the bid. The bid bond must also be submitted with raised seals from both the surety and the principal. All bidders must have a valid WV Contractor's License at the time of bid submittal.*

*A copy of the attendees of the pre-bid meeting is attached for your information.*

*The buyer for this project will be Ron Price 304-558-0492 (not Frank Whittaker)*



## MATERIALS

For the turnout and track installation at the JF Allen siding, SRA will provide switch, switch ties, crossties and ballast. ~~& rail and tie plates.~~ Contractor will be responsible for spikes, bolts, anchors, joint bars, comp bars, *100RB rail and tie plates.* ~~filter fabric.~~

Contractor will be responsible for all materials for the other projects listed above.

Bridge ties will be new (163) ~~10" x 10" x 12'~~ 10" x 12" x 12' & (31) ~~10" x 10" x 16'~~ 10" x 12" x 16' Grade 1 Southern Yellow Pine, dense structural 65, creosote pressure-treated to 10# or refusal. ~~Timber outer guard rails shall be 4" x 8" Southern Yellow Pine creosote pressure treated to 12# or refusal.~~

Parapet ties will be new (4) 10" x 10" x 10' Grade 1 Southern Yellow Pine, dense structural 65, creosote pressure-treated to 10# or refusal.

Walkway lumber will be new (68) 3" x 9" x 14' treated lumber cut to fit walkway. The treated lumber does not necessarily have to be creosote pressure treated.

*Walkway posts will be new (33) 3 1/2" x 5 1/2" x 58" treated lumber. Existing handrailing will be reinstalled on new posts.*

The contractor will prepare the dapping plans for ties installed on Bridge 28.8. These ties will be dapped to at least 1/2" and no more than 1/2" wider than flange width. ~~Timber outer guard rails will be sized to fit each span of the bridge.~~

Crossties (3000) will be 7" x 9" x 8'6" industrial grade. Specifications in AREMA Chapter 3 will govern. Ties will be mixed hardwoods and oak, 100% end plated and creosote pressure treated to 7# retention or refusal.

Contractor will provide treated tie plugs and cut track spikes 5/8" x 6" per AREMA specifications.

Bolts and washers must be new and conform to AREMA specifications.

Anchors shall be the proper size for the rail to which they are applied. Anchors will be new or reformed and be compatible with industry rail anchor machines.

*800 tf (1600 ft of rail) This will be 100RB relay rail AREMA Class 3 grade. Wear shall be no greater than 1/4" on top and gage side. Rail ends shall be square and shall have been saw cut. Torch cut rails will not be accepted. Rails shall be straight horizontally. Rails shall be straight vertically with no upsweep or droop permissible. Rails shall be*

*clean in appearance and free of obvious defects. Bases shall be solid and free of visual defects. Slight indentations or spike notching with a maximum depth of 1/8" and maximum length of 3/4" is permissible. Slight pitting is also allowable. Webs must be free of visual defects. Slight pitting is permissible. This is a change from the original RFQ so the contractor can easily match the rail and joint bars. Contractor will need to provide a sufficient number of joint bars for the rail provided.*

~~The 100RB rail requires 53 pairs of four~~

~~Two pairs of 100-132 comp bars and four pairs of 122-132 comp bars.~~

*Tie plates must meet AREMA specifications suitable for 100lb RB rail. They will be single shoulder with a cant of 1:40. Plate will have no less than six (6) square spike holes. Tie plates shall not be bent or have excessively worn spike holes.*

*Tie plates must meet AREMA specifications suitable for 132lb RB rail. They will be double shoulder with a cant of 1:40. Plate will have no less than six (6) square spike holes. Tie plates shall not be bent or have excessively worn spike holes.*

*Contractor is responsible for all weld kits meeting AREMA specifications.*

~~Filter fabric for turnout will be sixteen ounce needle punch, non woven.~~

### **BIDDING REQUIREMENTS**

The contractor **MUST** have previous experience in the replacement of railroad bridge decks, crosstie replacement, turnout installation, rail placement and track surfacing. References may be required to prove past experience.

A mandatory pre-bid meeting will be held on November 10, 2008 at 10:00 am. Everyone will meet at the Belington Yard in Belington, WV. This meeting includes an inspection trip of the portion of railroad where the work will be completed. Bidders must provide their own hy-rail equipment or make arrangements with other potential vendors to ride with them. ~~Contractors wishing to attend should inform Frank Whittaker at 304-558-2316 by November 7, 2008. Questions prior to the prebid inspection must be submitted in writing and will be addressed at the meeting. Email [Frank.m.whittaker@wv.gov](mailto:Frank.m.whittaker@wv.gov)~~

~~The quantities in the RFQ are for estimating purposes only. The awarded unit price will be used to determine the cost of the actual scope of work authorized.~~

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

Tie Replacement (excluding gaging)

Estimated quantity 3,000 ties x unit cost \$ 134<sup>50</sup> per tie =

\$ 403,500<sup>00</sup>

Gaging (new and respiked cross-ties)

Estimated quantity 2,300 ties x unit cost \$ 12<sup>50</sup> per tie =

\$ 28,750<sup>00</sup>

Surfacing/Ballast Regulation

Estimated 7 miles x 5,280 feet/mile x unit cost \$ 1<sup>00</sup> per track foot =

\$ 36,960<sup>00</sup>

Complete Replacement of Bridge Ties and Outer Guard Rails on Bridge 28.8

One bridge total unit cost \$ 169,495<sup>00</sup>

Track Construction (includes all labor and joint bars, comp bars, spikes, anchors, rail, tie plates and bolts)

Estimated quantity 800 track feet x unit cost \$ 94<sup>00</sup> per T.F. =

\$ 75,200<sup>00</sup>

Turnout Construction (includes all labor and welds, joint bars, spikes, anchors, tie plates and bolts)

One turnout total x unit cost \$ 25,995<sup>00</sup> =

\$ 25,995<sup>00</sup>

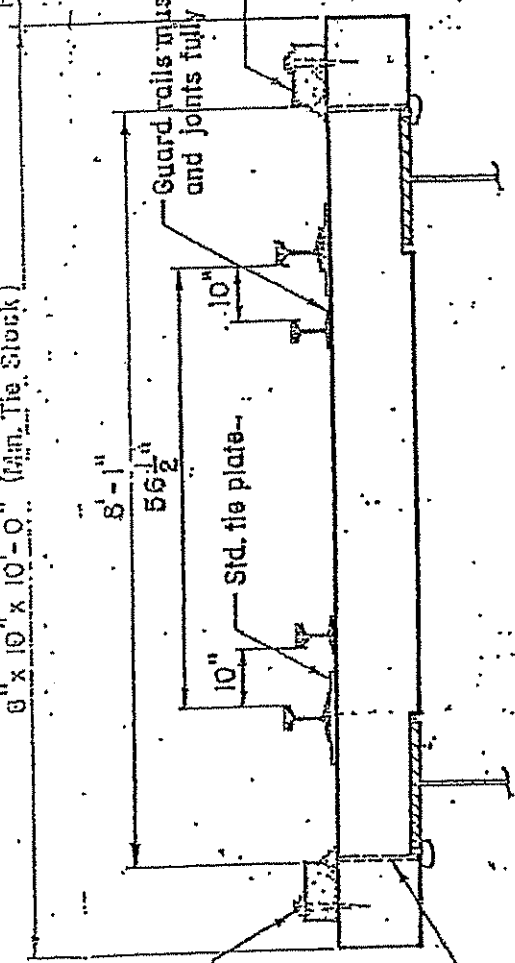
TOTAL OF ALL ITEMS \$ 739,900<sup>00</sup>

Attachment A

TYPICAL DETAILS  
BRIDGE TIE INSTALLATION  
STEEL BRIDGES

For beams or girders 6'-

6" x 10" x 10'-0" (Min. Tie Stock)

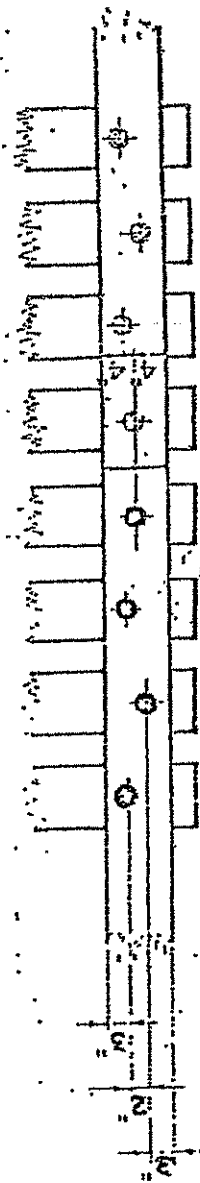


- 3/4" x 8" DRIVE SPIKE OR
- 3/4" x 8" Galv. sealite lag screw each tie.
- 3/4" TIE DOWN BOLT WITH CLIP OR
- 3/4" Galv. sealite hook bolt every 3' tie.

Guard rails must be fully spiked, and joints fully bolted.

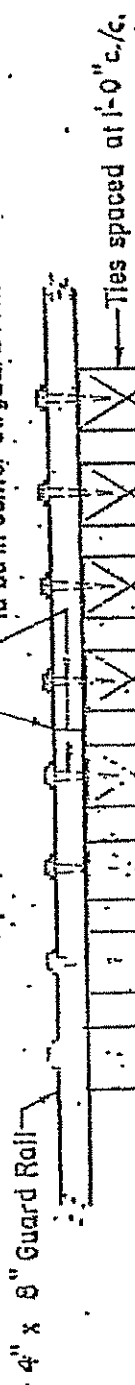
4" x 8" Guard rail to be notched in field where necessary to clear heads of hook bolts.

CROSS SECTION



PART PLAN

Butt joint  
Lag screw on each side of joint to be in center of guard rail.



ELEVATION

Ties spaced at 1'-0" c/c.

GUARD RAIL DETAILS

TRACK SPIKE

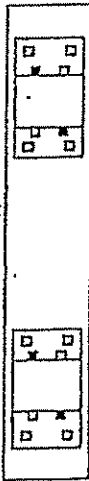
MAIN TRACK - A TRACK, OTHER THAN AN AUXILIARY TRACK, EXTENDING THROUGH YARDS AND BETWEEN STATIONS. UPON WHICH TRAINS ARE OPERATED IN CONFORMANCE WITH RULES OR SPECIAL INSTRUCTIONS.

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

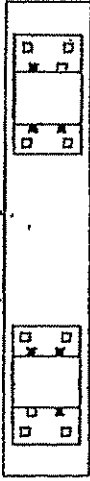
SIDE TRACK - AN AUXILIARY TRACK FOR PURPOSES OTHER THAN MEETING OR PASSING TRAINS.

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

SPIKING PATTERN "A"



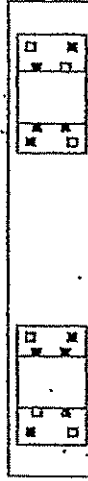
SPIKING PATTERN "B"

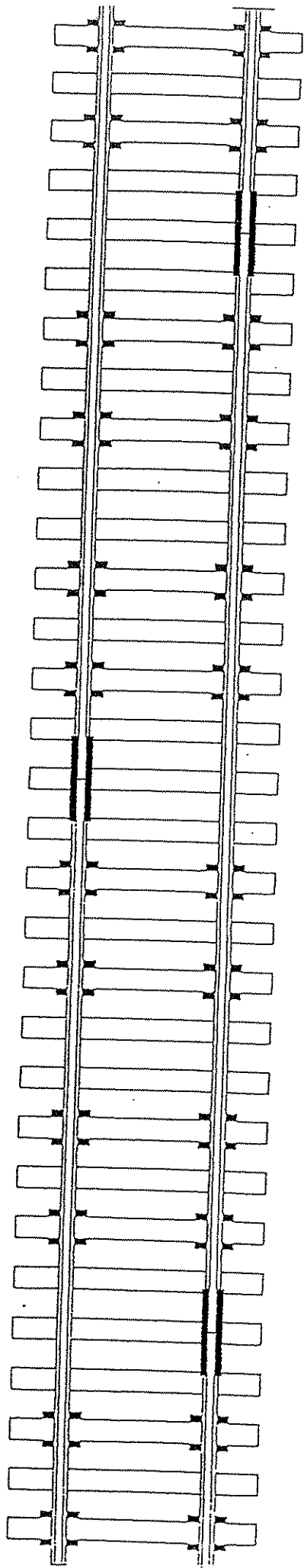


SPIKING PATTERN "C"



SPIKING PATTERN "D"





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

RAIL ANCHOR PATTERNS

**Durbin & Greenbrier Valley RR  
D/B/A  
West Virginia Central RR**

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

Attachment D

## CONTINUOUS WELDED RAIL INSTRUCTIONS

### I. INSTALLATION

#### A. RAIL

1. If tie renewal and track surfacing are to be undertaken in conjunction with the laying of continuous welded rail, the tie and surfacing work must precede the rail laying.
2. A full ballast section should, in typical circumstances, be in place before normal speeds are resumed where continuous welded rail is installed in conjunction with tie and surfacing work. A normal full ballast section includes cribs being full to within 1 inch of the top of the tie and extending outward at that elevation at least 6 inches from the end of the tie to the edge of slope on tangent track and on the insides of curves, and 12 inches from the end of tie to edge of slope on the outside of curves, with normal ballast slopes being approximately 1.5 to 1. It is realized that it will not be practical to have a full ballast section in all cases, and in these cases resistance to bucking due to other factors may be taken into consideration.
3. Continuous welded rail must be installed at a temperature to minimize track buckling in the summer due to high compressive forces in the rail and rail pull-aparts in the winter when the rail is in tension. The rail, at the time rail anchors are applied, must be in neither compression nor tension and is referred to as being in a stress-free state and at a temperature referred to as the rail neutral temperature. (See Section I.A.4)
4. Continuous welded rail should be installed at a temperature not less than 90 degrees nor more than 100 degrees Fahrenheit. Rail temperature will be measured with at least two rail thermometers placed on the web of the rail on the shaded side. Rail thermometers must be checked on a regular basis by placing two thermometers adjacent to each other. If the readings vary by more than 5 degrees, a third thermometer must be used to determine which of the two is accurate. Inaccurate rail thermometers must be replaced.
5. When rail heaters, or equivalent, are not available, and it becomes necessary to install and anchor rail at a temperature less than 90 degrees, a report must be made to the General Manager indicating the location of the installed rail and the installation temperature. This location must be identified for rail temperature adjustment before a target temperature arrives.
6. CWR installation should be avoided, if possible, during periods of very low ambient temperature. However, if rail must be installed without rail heaters, or equivalent, a report of the location and the installation temperature must be made to the Superintendent.



## B. RAIL FASTENERS

1. Two rail holding spikes will be driven in each tie plate on tangent and curves less than 2 degrees. Three rail holding spikes and one hold-down spike on the field side shall be driven in each tie plate on curves of 2 degrees and less than 6 degrees. For curves of 6 degrees or more, three rail holding spikes and two hold-down spikes shall be driven in each tie plate.
2. On all welded rail, 200 feet must be box anchored on each side of bolted joints, rail to rail crossings, highway crossings at grade, and open deck bridges. In addition, 200 feet will be box anchored ahead of the point of switch and behind the heel of the frog on the main track and on the turnout side if the siding has continuous welded rail. At all other locations, every other tie will be box anchored. Box anchored means the application of four rail anchors in such a manner that an anchor is bearing against each side of the tie on each rail.
3. When anchors are applied, care must be taken to ensure that anchors have full bearing against the tie and that the anchors are not over driven. When an anchor is applied to the rail, there must be an anchor applied to the opposite rail with bearing on the same side of the tie.
4. At locations where continuous welded rail joins bolted jointed rail, the welded rail must be box anchored on every tie for 200 feet from the end of the bolted rail. The number of anchors applied to the bolted rail will be uniformly decreased over a distance of eight rail lengths from the box anchored pattern at the joining point to the existing anchor pattern of the bolted rail.
5. Turnouts in areas where continuous welded has been laid will be box anchored on every tie on both the main line and turnout side where it is possible to install the anchors. This pattern is to be applied to both welded and bolted turnouts.
6. Continuous welded rail on ballast deck bridges will be anchored with the same pattern as the rail adjacent to the bridge. On open-deck timber bridges, anchors will be applied to all ties fastened to the stringers. On open-deck steel bridges, anchors shall be applied as directed by General Manager.
7. At the completion of rail installation, with all rail fasteners in place, the date and rail installation temperature will be marked with paint on both sides of the rail web at the end of the rail as delivered to the railroad.

## II. ADJUSTING NEUTRAL TEMPERATURE

### A. TRACK CONDITIONS REQUIRING ADJUSTMENT

1. Where CWR has been installed at a temperature lower than the minimum allowable temperature range, the General Manager should have been notified as required in Section I.A.5 and I.A.6 and the rail scheduled for temperature adjustment. It is important to complete any temperature adjustments before the onset of a target temperature. Any rail not installed and anchored at a temperature of at least 90 degrees should be scheduled for adjustment.
2. The neutral temperature of the rail can only change if the rail moves or if a rail repair improperly performed. Rail installed in track can move when subjected to temperature changes or train movements. As these forces are applied to track, rail movement occurs through anchors wearing into the ties, ties moving in the ballast, or rail moving through the anchors or clips.
3. Rail movement can also occur in areas where trains routinely apply brakes. These areas include signal locations, descending grades, permanent speed restrictions, approaching yards, or similar locations on the railroad. At some locations, such as road crossings and turnouts, rail is more resistant to longitudinal creep than in open track. Rail with high longitudinal forces is often found at these locations.
4. Curved track has a tendency to move laterally when subjected to temperature changes. In cold weather, rail will contract and pull toward the inside of a curve. This is more pronounced where there is insufficient ballast on the low side of the curve. When this occurs, the curve will have a lower neutral temperature and therefore will develop high compressive forces when the rail temperature increases.
5. Many maintenance activities can affect the neutral temperature of the rail. When rail defects are repaired, care must be exercised to be sure that the length of rail installed is the same as the rail removed. Also, any work that significantly disturbs the ballast, such as surfacing, tie renewal, and undercutting, can allow the track to shift in response to traffic and temperature changes until the ballast section is again stabilized.

### B. PROCEDURES FOR ADJUSTING NEUTRAL TEMPERATURE

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

2. The length of rail to be adjusted should be no less than 390 feet nor more than 1170 feet depending on the condition to be remedied. Where a repair rail was installed in cool weather, the amount of rail to be de-stressed is likely to be relatively short, and a distance of 390 feet should be used. Where longer lengths of CWR are to be de-stressed, working in 1170 foot segments would be appropriate.
3. The rail should be cut in the middle of the length of rail to be de-stressed. Prior to cutting the rail, make two marks on the base of the rail with paint marker approximately 3 feet each side of the location where the cut will be made. Measure and record the distance between the two marks before the rail is cut so the total length adjustment can be measured after the de-stress operation is completed. If the rail temperature is less than the existing neutral temperature, the rail will be in tension and a rail saw may be used to cut the rail. If the rail temperature is higher than the existing neutral temperature, the rail will be in compression and will have to be torch cut. If a torch is used in Class III or higher territory, the rail ends must be cut again with a rail saw unless a weld is made within one hour.
4. After the rail is cut, remove the anchors from the rail over the entire length of rail to be de-stressed. If the rail was in compression, the rail ends will have to be offset so the rail is free to expand. The frictional resistance on the base of the rail should be relieved by vibrating the rail or tapping the tie plates. Avoid striking the rail during the process.
5. After the stress in the rail has been relieved, measure the rail temperature with a rail thermometer. Table 1 (below) gives the length of rail adjustment required for various lengths of rail being adjusted and temperature differentials.

**TABLE 1**

Temp Difference Degree F	390 ft. 10 Rail Lengths	585 ft. 15 Rail Lengths	780 ft. 20 Rail Lengths	975 ft. 25 Rail Lengths	1170 ft. 30 Rail Lengths
5 degrees	¼ Inch	¼ Inch	¼ Inch	¼ Inch	½ Inch
10 degrees	¼ Inch	½ Inch	½ Inch	¾ Inch	1 Inch
15 degrees	½ Inch	¾ Inch	1 Inch	1-1/4 Inch	1-1/4 Inch
20 degrees	½ Inch	1 Inch	1-1/4 Inch	1-1/2 Inch	1-3/4 Inches
25 degrees	¾ Inch	1-1/4 Inch	1-1/2 Inch	1-3/4 Inches	2-1/4 Inches
30 degrees	1 Inch	1-1/4 Inch	1-3/4 Inch	2-1/4 Inches	2-3/4 Inches
35 degrees	1 Inch	1-1/2 Inch	2-1/4 Inch	2-3/4 Inches	3-1/4 Inches
40 degrees	1-1/4 Inch	1-3/4 Inch	2-1/2 Inches	3 Inches	3-1/2 Inches
45 degrees	1-1/2 Inch	2 inches	2-3/4 Inches	3-1/4 Inches	4 Inches
50 degrees	1-1/2 Inch	2-1/4 Inches	3 Inches	3-3/4 Inches	4-1/2 Inches
55 degrees	1-3/4 Inch	2-1/2 Inches	3-1/4 Inches	4-1/4 Inches	5 Inches
60 degrees	1-3/4 Inch	2-3/4 Inches	3-1/2 Inches	4-1/2 Inches	5-1/2 Inches

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

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

de-stressing long sections of rail, it is advisable to make match marks on the base of the rail and tie plate at equal increments along the section of rail so that rail movement can be monitored to verify uniform expansion.

7. Reapply all rail anchors and other fastenings. Measure the distance between the paint marks made on the base of the rail and record the amount of rail removed on the report of rail neutral temperature adjustment. This report will also include the location of the rail and the date the rail was adjusted.
8. Adjust the neutral temperature in the opposite rail using the same procedures. Do not assume that the opposite rail will require the same amount of adjustment.
9. At the completion of rail temperature adjustment, the rail will be marked with paint on both sides of the rail web with the date work was accomplished, the adjusted neutral temperature, and the length of rail adjusted.

### III. MAINTENANCE

#### A. TIE RENEWAL

1. If more than 20% of the crossties or switch ties are replaced in any 39 feet, or more than three consecutive crossties are replaced, a 10 mph speed restriction is required if the ambient temperature reaches or exceeds 80°F on the day the work is performed. The speed restriction must remain in effect for the passage of at least 4 train movements totaling at least 32 cars. The speed may then be raised to a maximum of 25 mph under the authority of a person designated under §213.7(a). The 25 mph speed restriction must remain in effect for the passage of at least an additional 4 train movements totaling at least 32 cars. The speed may then be raised to a maximum of 40 mph under the authority of a person designated under §213.7(a).

2. When the ambient temperature remains below 80°F on the day the work is performed, a 10 mph speed restriction is required for the passage of the first train. The speed may then be raised to 25 mph under the authority of a person designated under §213.7(a). The 25 mph speed restriction must remain in effect for the passage of at least 4 train movements totaling at least 32 cars. The speed may then be raised to a maximum of 40 mph under the authority of a person designated under §213.7(a).

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

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

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

6. Ballast shall be restored on the ends and in the cribs of all newly installed ties, and slow orders removed.

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

#### B. OUT-OF-FACE SURFACING

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

2. When the ambient temperature reaches or exceeds 80°F on the day the work is performed, a 10 mph speed restriction must be placed on the track that has been surfaced and must remain in effect for the passage of at least 4 train movements totaling at least 32 cars. The speed may then be raised to 25 mph under the authority of a person designated under §213.7(a). The 25 mph restriction must remain in effect for the passage of at least an additional 4 train movements totaling at least 32 cars. The speed may then be raised to a maximum of 40 mph under the authority of a person designated under §213.7(a).

3. When the ambient temperature remains below 80°F on the day the work is performed, a 10 mph restriction is required for the passage of the first train. The speed may then be raised to 25 mph under the authority of a person designated under §213.7(a). The 25 mph speed restriction must remain in effect for the passage of at least 4 train movements totaling at least 32 cars. The speed may then be raised to a maximum of 40 mph under the authority of a person designated under 213.7(a).

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

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

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

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

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

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

### C. REPLACING DEFECTIVE RAIL

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

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

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

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

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



#### IV. INSPECTION

1. A special inspection of track constructed with continuous welded should be performed on the first warm day of the year when temperatures are expected to exceed 80 degrees, or an appropriately higher temperature where an 80 degree temperature can be reached throughout the year. A special inspection of the same track will be performed every day the temperature is expected to exceed a pre-determined temperature set in the railroad's rules. In cool northern coastal climates such temperature might be as low as 85 degrees, but in hot desert climates might be as high as 110 degrees. In cases where trains do not operate on a given day, the inspection should occur before the next train after such temperatures have been reached. Inspections made because of high temperatures on the day that temperature is exceeded should be made between 1pm and 6pm each day.
2. When inspecting CWR track, special attention must be give to areas where rail is likely to have moved. These areas can occur at the bottom of sags, where train braking is likely to occur, or adjacent to locations where the track is extremely well anchored, such as turnouts and grade crossings. Close attention must also be given to bridge approaches and high degree curved track, especially where track surfacing was completed during colder weather.
3. During these inspections, particular attention should be paid to the alignment of the rails any waviness or kinky line areas should be inspected on foot to determine if the rail is rolling up out of the plates. Inspectors should be aware of any disturbance of the ballast around the tie cribs or tie ends as an indicator of rail movement. The rail anchors should also be observed to assure that a sufficient number of rail anchors are in place and properly applied tight against the tie to prevent rail movement.
4. The inspector should be aware of any track maintenance work that has been recently performed, such as tie replacement, track surfacing, or rail replacement, and make close inspections of those areas to make sure that repairs were properly performed and that the rail is well anchored.

#### V. TRAINING

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

reinforce his/her understanding of the proper handling of CWR track and the proper procedures to be followed in the inspection of CWR track.

## **VI. RECORD KEEPING**

1. Continuous welded rail shall be marked with white paint at the time the rail is installed or adjusted to indicate the date the work was completed and the installation or adjusted rail temperature.
2. A report of installed continuous welded rail will be maintained at the Superintendent's Office indicating the exact location of the rail, the date the work was completed, and the rail temperature at the time of installation.
3. The disturbed track reports required in Sections III. 8., III.C.4., and III.C.5, will be maintained in the Superintendent's Office. The reports will indicate the exact location of the rail, the date the report was filed, the amount of inward movement in curves, or the amount of additional rail installed. The reports must indicate when corrective action was taken and what track work was accomplished.
4. A report of rail temperature adjustment will be maintained at the Superintendent's Office to indicate the date that rail temperature adjustment was completed, the exact location of rail, the adjusted rail temperature, and the length of rail adjusted.
5. It is the Track Foreman's responsibility to see that all disturbed track identified in the reports has had the rail neutral temperature adjusted as specified in Section II.B. before the onset of warm weather and all reports are amended to indicate the date and nature of work completed.
6. It is the Track Foreman's responsibility to ensure that all necessary reports are maintained and updated as required.

## **VII. JOINT INSPECTIONS**

## A) Joint Identification and Inventory Procedure

CWR joints will be identified in the following manner, which will allow sufficient precision for personnel to return to the joint and identify it without ambiguity.

From north to south, rail joints will be numbered consecutively and tagged with identification markers. A suffix added to each joint number will designate the appropriate rail.

Example: Joint #24-E will refer to the 24th joint from MP 0.0, located on the East Rail.

Each identified joint will be listed in a compilation of joint locations, which will include the following information:

- Exact Milepost
- Additional location reference and I or the number of ties from a specific landmark or point.
- If joint is tagged and marked.
- Rail Location
- Number of bolts
- Number of bolt holes
- Type of rail connector
- Any additional pertinent information

## B) Inspection for potential joint failure

### i) Procedure

Inspectors will examine each designated joint on foot and comply with Part B (ii). The scheduling of these inspections will comply with Parts B (iii) and B (iv).

### ii) Identification of Non-compliant joints

Track inspectors must thoroughly inspect each designated CWR joint and properly record these listed items if found:

- Joint bars with visible or otherwise detectable cracks
- Loose, bent or missing joint bolt
- Rail End batter or mismatch
- Evidence or excessive longitudinal rail movement, which includes, but not limited to Wide rail gap, defective joint bolts, distributed ballast, surface deviations, gap between tie plates and rail or displaced rail anchors.

### iii) Scheduling

All CWR joints must be inspected by a qualified person by April 1, 2007 and within 370 days of the previous inspection thereafter, unless the following special conditions are encountered which require a more thorough special inspection.

- Indications of joint damage.

- Severe cold weather, with temperatures reaching 10 degrees or more below Zero Fahrenheit.
- Other unusual circumstances that may cause damage to joint.

iv) **Periodic Inspection**

Track Inspectors must, during the normal course of a track inspection, inspect a minimum of five (5) joint bars per week. The five (5) joint bars selected for inspection must not have been previously examined if there are CWR joints which have not received their 370 day inspection.

v) **Record Keeping**

Inspectors must record information on the inspection of rail joints on the designated form. This record must now include for CWR Joints:

- Location of each joint identified with sufficient precision that personnel could subsequently locate and identify the joint without ambiguity.
- Individual information as outlined in Part A
- Results of each joint inspection, which clearly conveys the noted deficiencies.
- Any remedial action recommended or required.

Record keeping will meet the requirements of CFR 49, 213.241 (Inspection Records) and 213.343 (CWR).

vi) **Remedial action for non-compliant joints**

Remedial action will be taken in compliance with CFR 49.213.121.

Pre-Bid Conference  
**SIGN IN SHEET**

[Please Print]

Request for Proposal No.: RMA900010 Date: 11-18-08

<u>Firm &amp; Representative Name</u>	<u>Mailing Address</u>	<u>Telephone &amp; FAX Numbers</u>
1. <u>TRIPLE H CONST</u> <u>HOWARD HARPER</u>	<u>PO Box 176</u> <u>BEVERLY WV 26253</u>	<u>304 636 119</u> <u>F: 636 361</u>
2. <u>Ben Swope</u> w/ <u>Fritz-Rumer-Cooke Co</u>	<u>PO Box 07884</u> <u>Columbus OH 43207</u> <u>bswope@fixrail.com</u>	<u>T: 614 444 884</u> <u>F: 614-444 7220</u>
3. <u>Richard Hall</u> <u>American Railroad</u>	<u>2870 Normandy Drive</u> <u>Atlanta, GA 30305</u> <u>amencarrail@bellsouth.com</u>	<u>T: 404-915-310</u> <u>F: 770-393-011</u>
4. <u>Vernon Fear</u> <u>TRACK BUILDERS</u>	<u>16819 Sterling Rd.</u> <u>Williamsport, MD. 21795</u> <u>fearnit3@aol.com</u>	<u>T: 240-520-0231</u> <u>F: 301-223-7321</u>
5. <u>Dave Luvarq</u> <u>Railroad Constructors</u>	<u>705 Mantua Ave.</u> <u>Paulsboro, NJ. 08066</u> <u>dluvara@railnj.com</u>	<u>T: 856-423-9386</u> <u>F: 856-423 9380</u>
6. <u>RailWorks Track Systems, Inc</u>	<u>PO Box 555, Sewell NJ 08280</u> <u>ywu@railworks.com</u>	<u>T: 856-582-4290</u> <u>F: 856-582-6071</u>
7. <u>Jay Fawc</u> <u>Antare RR Contractors orms</u>	<u>9436 Emaley Drive Hagerstown MD</u> <u>R Matthews@antare md.com</u> 21740	<u>T: 301-797-3730</u> <u>F: 301 797-5740</u>
8. <u>Greg Kimble</u> <u>Baltimore Beth Rail, Inc</u>	<u>100. Gallaway Drive, Eight Run, PA</u> <u>gkimble@bbri.com</u> 15330	<u>T: 724-239-2480</u> <u>F: 724-239-2488</u>
9. <u>Greg Marsteller</u> <u>Delta RR Const.</u>	<u>2648 W. Prospect Rd</u> <u>Ashtabula, Ohio 44004</u> <u>gmarsteller@deltarr.com</u>	<u>T: 440-992-2997</u> <u>F: 440-992-1311</u>
10. <u>David Barr</u> <u>Atlas RR Const Co</u>	<u>P.O. Box 9, SR 519</u> <u>Eight Run, Pa 15330</u> <u>dbarr@atlasrailroad.com</u>	<u>T: 724 228-450</u> <u>F: 724 228 3183</u>

Please print or write legibly. The fax number is essential to contact the attendees in a timely manner.

Pre-Bid Conference  
**SIGN IN SHEET**

[Please Print]

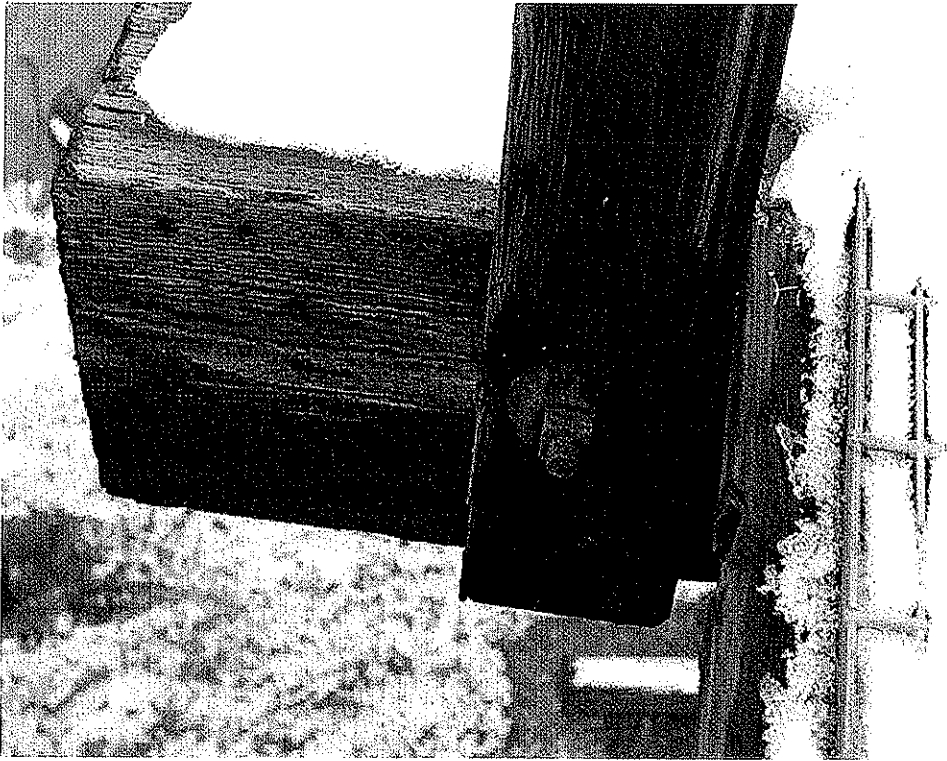
Request for Proposal No.: RMA 900010 Date: 11-18-08

Firm & Representative Name	Mailing Address	Telephone & FAX Numbers
Bill Frey 1. <u>Johnny Wharton</u> <u>GW Peoples COIT</u>	<u>1024 Rt 519</u> <u>Eighty-Four PA 15330</u> <u>JWharton@GWPeoples.com</u> <u>b.frey@GWPeoples.com</u>	T: <u>724-223-7805</u> F: <u>724-223-6961</u>
2. _____	_____	T: _____ F: _____
3. _____	_____	T: _____ F: _____
4. _____	_____	T: _____ F: _____
5. _____	_____	T: _____ F: _____
6. _____	_____	T: _____ F: _____
7. _____	_____	T: _____ F: _____
8. _____	_____	T: _____ F: _____
9. _____	_____	T: _____ F: _____
10. _____	_____	T: _____ F: _____

Please print or write legibly. The fax number is essential to contact the attendees in a timely manner.



Handrailing



Post on Walkway

# THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

## Bid Bond

**KNOW ALL MEN BY THESE PRESENTS**, that we

**ATLAS RAILROAD CONSTRUCTION COMPANY**

1253 STATE ROUTE 519 P.O. BOX 8 EIGHTY FOUR, PA 15330

(Here insert full name, and address or legal title of Contractor)

as Principal, hereinafter called the Principal, and

**ARCH INSURANCE COMPANY**

THREE PARKWAY SUITE 1500 PHILADELPHIA, PA 19102

a corporation duly organized under the laws of the State of Missouri as Surety, hereinafter called the Surety,

are held and firmly bound unto **STATE OF WEST VIRGINIA**

DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION 2019 WASHINGTON STREET EAST P.O. BOX 50130

CHARLESTON, WV 25305-0130

(Here insert full name, and address or legal title of Owner)

as Obligee, hereinafter called the Obligee, in the sum of **\*\*Five Percent of the Total Amount of the Bid\*\*** Dollars (\$ 5%), for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.


WHEREAS, the Principal has submitted a bid for


**WV State Rail Authority - Request for Quotation No. RMA900010 - Construct New Sidetrack**

(Here insert full name, address and description of project)

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

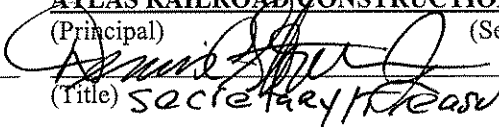
Signed and sealed this 16th day of December, 2008.

  
\_\_\_\_\_  
(Witness)

  
\_\_\_\_\_  
(Witness) **Tina Chandler, Witness**

**ATLAS RAILROAD CONSTRUCTION COMPANY**

(Principal) (Seal)

  
\_\_\_\_\_  
(Title) **Secretary/Treasurer**

**ARCH INSURANCE COMPANY**

(Surety) (Seal)

  
\_\_\_\_\_  
(Title) **Kelly A. Caswell, Attorney-in-Fact**



**ARCH INSURANCE COMPANY**

**CONSENT OF SURETY**

KNOW ALL MEN BY THESE PRESENTS,

That for and in consideration of the sum of One Dollar, lawful money of the United States, the receipt whereof is hereby acknowledged, paid the undersigned corporation, and for other valuable consideration, the **ARCH INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of Missouri and licensed to do business in the State of **West Virginia** consents and agrees, that if the contract for the **STATE OF WEST VIRGINIA:**

**WV State Rail Authority - Request for Quotation No. RMA900010 - Construct New Sidetrack**

be awarded to **ATLAS RAILROAD CONSTRUCTION COMPANY** the undersigned corporation agrees with the said **ATLAS RAILROAD CONSTRUCTION COMPANY** to execute the final bonds as required by the specifications, and to become surety in the full amount of the contract price for the faithful performance of the contract.

IN WITNESS WHEREOF, the undersigned corporation has caused this agreement to be signed by its duly authorized representative and its corporate seal be hereto affixed this

16th day of December, 2008.

**ARCH INSURANCE COMPANY**

By: \_\_\_\_\_

**Kelly A. Caswell, ATTORNEY-IN-FACT**

## POWER OF ATTORNEY

Know All Men By These Presents:

That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal office in Kansas City, Missouri (hereinafter referred to as the "Company") does hereby appoint

James D. Toennies, Kelly A. Caswell and Gemma B. Fendler of Norristown, PA (EACH)

its true and lawful Attorney(s)-in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed:

Any and all bonds and undertakings

EXCEPTION: NO AUTHORITY is granted to make, execute, seal and deliver bonds or undertakings that guarantee the payment or collection of any promissory note, check, draft or letter of credit.

This authority does not permit the same obligation to be split into two or more bonds in order to bring each such bond within the dollar limit of authority as set forth herein.

The Company may revoke this appointment at any time.

The execution of such bonds and undertakings in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office in Kansas City, Missouri.

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on March 3, 2003, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect.

"VOTED, That the Chairman of the Board, the President, or any Vice President, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings, obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on March 3, 2003:

VOTED, That the signature of the Chairman of the Board, the President, or any Vice President, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on March 3, 2003, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company.

In Testimony Whereof, the Company has caused this instrument to be signed and its corporate seal to be affixed by their authorized officers, this 1st day of May, 2008.

Attested and Certified

Arch Insurance Company

*Martin J. Nilsen*  
Martin J. Nilsen, Secretary

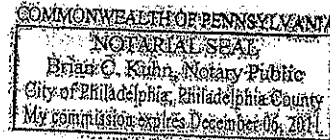


*J. Michael Pete*  
J. Michael Pete, Vice President

STATE OF PENNSYLVANIA SS

COUNTY OF PHILADELPHIA SS

I, Brian C. Kuhn, a Notary Public, do hereby certify that Martin J. Nilsen and J. Michael Pete personally known to me to be the same persons whose names are respectively as Secretary and Vice President of the Arch Insurance Company, a Corporation organized and existing under the laws of the State of Missouri, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they being thereunto duly authorized signed, sealed with the corporate seal and delivered the said instrument as the free and voluntary act of said corporation and as their own free and voluntary acts for the uses and purposes therein set forth.



*Brian C. Kuhn*  
Brian C. Kuhn, Notary Public  
My commission expires 12-06-2011

CERTIFICATION

I, Martin J. Nilsen, Secretary of the Arch Insurance Company, do hereby certify that the attached Power of Attorney dated May 1, 2008 on behalf of the person(s) as listed above is a true and correct copy and that the same has been in full force and effect since the date thereof and is in full force and effect on the date of this certificate, and I do further certify that the said J. Michael Pete, who executed the Power of Attorney as Vice President, was on the date of execution of the attached Power of Attorney the duly elected Vice President of the Arch Insurance Company.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the Arch Insurance Company on this 10th day of December, 2008.

*Martin J. Nilsen*  
Martin J. Nilsen, Secretary

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

PLEASE SEND ALL CLAIM INQUIRIES RELATING TO THIS BOND TO THE FOLLOWING ADDRESS:

Arch Surety  
3 Parkway, Ste. 1500  
Philadelphia, PA 19102



ARCH INSURANCE COMPANY  
STATEMENT OF FINANCIAL CONDITION  
December 31, 2007

Assets

Cash in Banks	66,384,902
Bonds owned	707,100,378
Stocks	334,988,312
Premiums in course of collection	157,226,230
Accrued interest and other assets	199,293,892
 Total Assets	 \$ 1,464,993,714

Liabilities

Reserve for losses and adjustment expenses	\$ 423,100,783
Reserve for unearned premiums	141,973,882
Ceded reinsurance premiums payable	118,661,675
Amounts withheld or retained by company for account of others	86,986,236
Payable to affiliates	30,071,860
Reserve for taxes, expenses and other liabilities	123,651,711
 Total Liabilities	 924,446,147
 Surplus as regards policyholders	 540,547,567
 Total Surplus and Liabilities	 \$ 1,464,993,714

By:

  
Senior Vice President and  
Chief Financial Officer

Attest:

  
Secretary

State of New York )

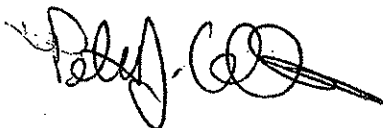
City of New York )

SS

Fred Eichler and Martin Nilsen, being duly sworn, say that they are Senior Vice President and Chief Financial Officer and Secretary, respectively, of ARCH INSURANCE COMPANY, Missouri; and that the foregoing is a true and correct statement of financial condition of said company, as of December 31, 2007.

Subscribed and sworn to before me, this 30<sup>th</sup> day of March, 2008

Notary Public



**PETER J. CALLEO, ESQ.**  
Notary Public, State of New York  
No. 02CA6109336  
Qualified in New York County  
Commission Expires May 3, 2008