



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
RMA10030

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
FRANK WHITTAKER
304-558-2316

VENDOR

RFQ COPY
 TYPE NAME/ADDRESS HERE
Railroad Constructors, Inc.
705 Mantua Ave
Paulsboro NJ 08066

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
05/19/2010				
BID OPENING DATE: 07/08/2010		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	FT		570-48	\$625,711.00	\$625,711.00
<p>THE WEST VIRGINIA PURCHASING DIVISION FOR THE AGENCY</p> <p>THE WEST VIRGINIA PURCHASING DIVISION, FOR THE AGENCY, THE WEST VIRGINIA STATE RAIL AUTHORITY IS SOLICITING, BIDS FOR CROSSTIE REPLACEMENT, SURFACING, REGULATING, WELDING OF RAIL JOINTS, CULVERT REPLACEMENT AND HIGHWAY RAILROAD GRADE CROSSING REPLACEMENT. ALL WORK IS LOCATED ON THE WEST VIRGINIA CENTRAL RAILROAD (WVCR).</p> <p>MANDATORY PRE-BID</p> <p>A MANDATORY PRE-BID WILL BE HELD ON 06/15/10 AT 10:00 AM AT THE ELKINS DEPOT, ELKINS WV. ALL INTERESTED PARTIES ARE REQUIRED TO ATTEND THIS MEETING. FAILURE TO ATTEND THE MANDATORY PRE-BID SHALL RESULT IN DISQUALIFICATION OF THE BID. NO ONE PERSON MAY REPRESENT MORE THAN ONE BIDDER.</p> <p>AN ATTENDANCE SHEET WILL BE MADE AVAILABLE FOR ALL POTENTIAL BIDDERS TO COMPLETE. THIS WILL SERVE AS THE OFFICIAL DOCUMENT VERIFYING ATTENDANCE AT THE MANDATORY PRE-BID. FAILURE TO PROVIDE YOUR COMPANY AND REPRESENTATIVE NAME ON THE ATTENDANCE SHEET WILL RESULT IN DISQUALIFICATION OF THE BID. THE STATE WILL NOT ACCEPT ANY OTHER DOCUMENTATION TO VERIFY ATTENDANCE. THE BIDDER IS RESPONSIBLE FOR ENSURING THEY HAVE COMPLETED THE INFORMATION REQUIRED ON THE ATTENDANCE SHEET. THE PURCHASING DIVISION AND THE STATE AGENCY WILL NOT ASSUME ANY RESPONSIBILITY FOR A BIDDER'S FAILURE TO COMPLETE THE PRE-BID ATTENDANCE SHEET. IN ADDITION, WE REQUEST THAT ALL POTENTIAL BIDDERS INCLUDE THEIR E-MAIL ADDRESS AND FAX NUMBER.</p>						

RECEIVED

2010 JUL 22 A 10:17

PURCHASING DIVISION
 STATE OF WV

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>[Signature]</i>	TELEPHONE 856-423-9387	DATE 7/21/10
TITLE President	FEIN 22-2402473	ADDRESS CHANGES TO BE NOTED ABOVE

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. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
 4. 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.
 5. Payment may only be made after the delivery and acceptance of goods or services.
 6. Interest may be paid for late payment in accordance with the *West Virginia Code*.
 7. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
 8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
 9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
 10. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern the purchasing process.
 11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
 12. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
 13. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at www.state.wv.us/admin/purchase/vrc/hipaa.htm and 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.
 14. **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. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.
 15. **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, and the West Virginia Insurance Commission. 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.
 16. **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 material, 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.
-

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
2. 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. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
4. 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
5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W.Va. C.S.R. §148-1-6.6).



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ADDRESS CORRESPONDENCE TO ATTENTION OF
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 304-558-2316**

VENDOR

RFQ COPY
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 705 Mantua Ave
 Paulsboro NJ 08066**

SHIP TO

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

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<p>ALL POTENTIAL BIDDERS ARE REQUESTED TO ARRIVE PRIOR TO THE STARTING TIME FOR THE PRE-BID. BIDDERS WHO ARRIVE LATE, BUT PRIOR TO THE DISMISSAL OF THE TECHNICAL PORTION OF THE PRE-BID WILL BE PERMITTED TO SIGN IN. BIDDERS WHO ARRIVE AFTER CONCLUSION OF THE TECHNICAL PORTION OF THE PRE-BID, BUT DURING ANY SUBSEQUENT PART OF THE PRE-BID WILL NOT BE PERMITTED TO SIGN THE ATTENDANCE SHEET.</p> <p>ALL TECHNICAL QUESTIONS MUST BE SUBMITTED IN WRITING TO FRANK WHITTAKER IN THE WEST VIRGINIA PURCHASING DIVISION VIA EMAIL AT FRANK.M.WHITTAKER@WV.GOV OR VIA FAX AT 304-558-4115. DEADLINE FOR TECHNICAL QUESTIONS IS 05/18/10 AT 4:00 PM. ALL TECHNICAL QUESTIONS WILL BE ADDRESSED BY ADDENDUM AFTER THE DEADLINE.</p> <p>EXHIBIT 5</p> <p>WEST VIRGINIA CODE 21-1D-5 PROVIDES THAT: ANY SOLICITATION FOR A PUBLIC IMPROVEMENT CONSTRUCTION CONTRACT REQUIRES EACH VENDOR THAT SUBMITS A BID FOR THE WORK TO SUBMIT AT THE SAME TIME AN AFFIDAVIT OF COMPLIANCE WITH THE BID. THE ENCLOSED DRUG-FREE WORKPLACE AFFIDAVIT MUST BE SIGNED AND SUBMITTED WITH THE BID AS EVIDENCE OF THE VENDOR'S COMPLIANCE WITH THE PROVISIONS OF ARTICLE 1D, CHAPTER 21 OF THE WEST VIRGINIA CODE. FAILURE TO SUBMIT THE SIGNED DRUG-FREE WORKPLACE AFFIDAVIT WITH THE BID SHALL RESULT IN DISQUALIFICATION OF SUCH BID.</p> <p>NOTICE TO PROCEED: THIS CONTRACT IS TO BE COMPLETED BY 05/31/2011. UNLESS OTHERWISE SPECIFIED, THE FULLY EXECUTED PURCHASE ORDER WILL BE CONSIDERED NOTICE TO PROCEED.</p>						

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705 Mantua Ave
Paulsboro, NJ 08066

SUPPLIER

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<p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE MATERIALS OR WORKMANSHIP SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM WITH THE SPECIFICATIONS OF THE BID AND CONTRACT HERE IN.</p> <p>WAGE RATES: THE CONTRACTOR OR SUBCONTRACTOR SHALL PAY THE HIGHER OF THE U.S. DEPARTMENT OF LABOR MINIMUM WAGE RATES AS ESTABLISHED FOR EACH COUNTY, PURSUANT TO WEST VIRGINIA CODE 21-5A, ET, SEQ. (PREVAILING WAGE RATES APPLY TO THIS PROJECT)</p> <p>ARBITRATION: ANY REFERENCES MADE TO ARBITRATION OR INTEREST FOR PAYMENTS DUE (EXCEPT FOR ANY INTEREST REQUIRED BY STATE LAW) CONTAINED IN THIS CONTRACT OR IN ANY AMERICAN INSTITUTE OF ARCHITECTS DOCUMENTS PERTAINING TO THIS CONTRACT ARE HEREBY DELETED.</p> <p>WORKERS' COMPENSATION: VENDOR IS REQUIRED TO PROVIDE A CERTIFICATE FROM WORKERS' COMPENSATION IF SUCCESSFUL.</p> <p>ALL OF THE ITEMS CHECKED BELOW WILL BE A REQUIREMENT OF THIS CONTRACT:</p> <p>(XX) INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF COMMERCIAL GENERAL LIABILITY INSURANCE PRIOR TO ISSUANCE OF CONTRACT. UNLESS OTHERWISE SPECIFIED IN THE BID DOCUMENTS, THE MINIMUM AMOUNT OF INSURANCE COVERAGE REQUIRED IS \$250,000.</p> <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>						

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	<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 THE 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 ACCEPTABLE 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 & 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</p>					

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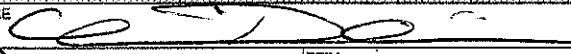
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<p>DOMESTIC ALUMINUM, GLASS OR STEEL, UNLESS THE COST OF THE PRODUCT IS LESS THAN \$50,000 OR LESS THAN 10,000 POUNDS OF STEEL ARE USED IN PUBLIC WORKS PROJECTS.</p> <p>FOREIGN MADE ALUMINUM, GLASS OR STEEL PRODUCTS MAY BE ACCEPTED ONLY IF THE COST OF DOMESTIC PRODUCTS IS FOUND TO BE UNREASONABLE. SUCH COST IS UNREASONABLE IF IT IS 20% OR MORE HIGHER THAN THE BID PRICE FOR FOREIGN MADE PRODUCTS. IF THE DOMESTIC ALUMINUM, GLASS OR STEEL PRODUCTS TO BE SUPPLIED OR PRODUCED IN A "SUBSTANTIAL LABOR SURPLUS AREA", AS DEFINED BY THE UNITED STATES DEPARTMENT OF LABOR, FOREIGN PRODUCTS MAY BE SUPPLIED ONLY IF DOMESTIC PRODUCTS ARE 30% OR MORE HIGHER IN PRICE THAN THE FOREIGN MADE PRODUCTS.</p> <p>IF, PRIOR TO THE AWARD OF A CONTRACT UNDER THE ABOVE PROVISIONS, THE SPENDING OFFICER OF THE SPENDING UNIT DETERMINES THAT THERE EXISTS A BID FOR LIKE FOREIGN ALUMINUM, GLASS OR STEEL THAT IS REASONABLE AND LOWER THAN THE LOWEST BID DOMESTIC PRODUCTS, THE SPENDING OFFICE MAY REQUEST, IN WRITING, A REEVALUATION AND REDUCTION IN THE LOWEST BID FOR SUCH DOMESTIC PRODUCTS. ALL VENDORS MUST INDICATE IN THEIR BID IF THEY ARE SUPPLYING FOREIGN ALUMINUM, GLASS OR STEEL.</p> <p>REV. 3/88</p> <p>EXHIBIT 9</p> <p>NOTICE FOR ISSUANCE & 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>						

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<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> <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>						

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NO. 1						
NO. 2						
NO. 3						
NO. 4						
NO. 5						
<p>I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF TH 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><i>[Signature]</i> SIGNATURE <i>Railroad Constructors, Inc.</i> COMPANY <i>7/21/10</i> 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</p>						

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<p>LICENSING BOARD IS EMPOWERED TO ISSUE THE CONTRACTORS LICENSE. APPLICATIONS FOR A CONTRACTORS LICENSE MAY BE MADE BY CONTACTING THE WEST VIRGINIA DIVISION OF LABOR CAPITOL COMPLEX, BUILDING 3, ROOM 319, CHARLESTON, WV 25305. TELEPHONE: (304) 558-7890.</p> <p>WEST VIRGINIA STATE CODE 21-11-11 REQUIRES ANY PROSPECTIVE BIDDER TO INCLUDE THE CONTRACTORS LICENSE NUMBER ON THEIR BID.</p> <p>BIDDER TO COMPLETE:</p> <p>CONTRACTORS NAME: <i>..... Railroad Constructors, Inc.</i></p> <p>CONTRACTORS LICENSE NO.: <i>..... W.V. 044970.....</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, THE STATE MAY DEEM THE</p>						

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SIGNATURE <i>[Signature]</i>	TELEPHONE <i>856-423-9387</i>	DATE <i>7/21/10</i>
TITLE <i>President</i>	FEIN <i>22-2402473</i>	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

RFO NUMBER
RMA10030

PAGE
9

ADDRESS CORRESPONDENCE TO ATTENTION OF:
FRANK WHITTAKER
304-558-2316

RFQ COPY
 TYPE NAME/ADDRESS HERE
Railroad Constructors, Inc.
705 Mantua Ave
Paulsboro, NJ 08066

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
05/19/2010				

BID OPENING DATE: **07/08/2010** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT WITHOUT FURTHER ORDER.</p> <p>REV. 5/2009</p> <p style="text-align: center;">NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p style="padding-left: 40px;">DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130</p> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER: 44</p> <p>REQ. NO.: RMA10030</p> <p>BID OPENING DATE: 07/08/2010</p> <p>BID OPENING TIME: 1:30 PM</p> <p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:</p> <p style="text-align: center;">-----856-423-9389-----</p> <p>PLEASE PRINT OR TYPE NAME OF PERSON TO CONTACT</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE 	TELEPHONE 856-423-9387	DATE 7/21/10
TITLE President	FEIN 22-2402473	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
RMA10030

PAGE
10

ADDRESS CORRESPONDENCE TO ATTENTION OF:
FRANK WHITTAKER
304-558-2316

RFQ COPY
 TYPE NAME/ADDRESS HERE

VENDOR

Railroad Constructors, Inc.
705 Mantua Ave
Paulsboro, NJ 08066

SUPPLIER

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
05/19/2010				

BID OPENING DATE: **07/08/2010** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
CONCERNING THIS QUOTE:						
----- <i>Chris Dalaisio</i> -----						
***** THIS IS THE END OF RFQ RMA10030 ***** TOTAL:						\$625,711.00

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>[Signature]</i>	TELEPHONE 856-423-9387	DATE 7/21/10
TITLE President	FEIN 22-2402473	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 crosstie replacement, surfacing, regulating, welding of rail joints, culvert replacement and highway-railroad grade crossing replacement. All work is located on the West Virginia Central Railroad (WVCR).

DESCRIPTION OF WORK

4000 TIES: MP 3.0 to MP 16.0 – 2500 ties and MP 45.0 to MP 53.0 – 1500 ties. (75% of the 4000 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, Bowden and Cheat Bridge until removed.

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

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

4. Tamping
 - a. Tie gang will tamp all newly inserted ties as they are placed in the track and ballast will be replaced at ends of ties. Final 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. Track needs to be restored to proper surface with a minimum of two insertions for each tie.
- c. WVCR will provide information on superelevation of curves.
- d. When surfacing a turnout, tamping will continue for a distance of at least 100 feet onto the side track to ensure uniform surface through the turnout.
- e. A ballast regulator will follow the tamper to regulate ballast and reshape shoulders. Contractor will place any additional ballast where it may be needed after surfacing. All curves with welded rail will have a ballast shoulder of at least 12 inches on the outside of the curve.

SURFACING & BALLAST REGULATION:

In addition to areas where ties and ballast are installed, additional regulating will be needed from MP 14.0 to MP 15.0. There is adequate ballast at these locations just needs to be dressed with the regulator.

In addition to areas where ties and ballast are installed, an additional 10 miles of track will be surfaced between MP 72 – MP 82. The West Virginia Central Railroad will be responsible for proper ballast at these locations. The contractor will have to regulate and surface this area. There are three (3) turnouts in this section.

CULVERT INSTALLATION: (Depth of each culvert is listed below)

Replaced Culverts:

- MP 0.6 – Replace box culvert with 24" x 20' culvert – 2 feet deep
- MP 1.2 - Replace box culvert with 24" x 20' culvert – 2 feet deep
- MP 1.4 - Replace box culvert with 24" x 20' culvert – 2 feet deep
- MP 1.5 - Replace box culvert with 24" x 20' culvert – 2 feet deep
- MP 2.8 - Replace box culvert with 24" x 20' culvert – 2 feet deep
- MP 3.1 - Replace box culvert with 24" x 20' culvert – 2 feet deep
- MP 14.8 – Replace 24" culvert with 24" x 20' culvert – 2 feet deep
- MP 15.7 – Replace 24" culvert with 24" x 20' culvert – 1 foot deep
- MP 20.3 – Replace 24" culvert with 24" x 20' culvert – 2 feet deep
- MP 72.7 – Replace 24" culvert with 24" x 20' culvert – 2 feet deep
- MP 72.8 – Replace 24" culvert with 24" x 20' culvert – 2 feet deep
- MP 74.5 - Replace 2- 12" concrete culvert with 24" x 20' culvert – 2 feet deep
- MP 83.7 – Replace 24" culvert with 24" x 20' culvert. – 2 feet deep

Additional Culverts:

- MP 17.0 – Add 24" x 20' culvert – 2 feet deep
- MP 22.3 – Add 24" x 20' culvert – 2 feet deep

DITCHING

The six box culverts that are being replaced between MP 0.6 and MP 3.1 each need ditching of 200 feet in each direction from the culvert (400 feet per culvert). This is simple ditching for proper drainage, for a total of 2,400 feet. Contractor is responsible to properly dispose of ditch material. Material can be disposed of over the bank at ditching sites.

WELD RAIL JOINTS:

There are 61 rail joints between MP 0 – 12. These joints are to be thermitic welded per manufacturer's instructions. The rail size is: 4 joints in 131# rail, 28 joints in 115# rail and 29 joints in #112 rail.

REPLACEMENT OF HIGHWAY-RAILROAD GRADE CROSSING:

This crossing is at WVCR MP 28.3 at the industrial park in Elkins, WV. The crossing is located in tangent track and is 30 feet long. It currently has a timber surface. This crossing will receive the LT Resources composite crossing surface. The existing crossing timbers, rail, ties and ballast will be removed and the site excavated to the depth specified by the manufacturer. Filter fabric, drain pipes and signal conduit will be installed. New wood ties will be sized and spaced according to the manufacturer's specifications. New ballast will be installed and tamped tight. The existing rail (131# RE) will be reused. Four welds will be required to place the welded rail back through the crossing. Contractor will be responsible to contact Mayor Duke Talbott, 304-636-5889, duke.talbott@glenville.edu to coordinate traffic flow, closure and/or detour alternatives. The road will be milled and paved for 20 feet off each edge of the crossing.

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 Mark Smith, 304-642-3050 or wcvtrack@yahoo.com.

Contractor will be responsible to provide a radio or radios capable of communicating with the DGVR. The radio must be a minimum of 40 watts. The contractor can get a radio from Hammicks Radios, 304-636-6210 and have it programmed with the same frequency as the DGVR. Each work crew must be equipped with a radio stationed to road channel 160.455. Cell service is limited so a radio is required for all crews.

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

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

The successful bidder will be required to have ALL employees that will be working on this project attend a ½ day class on track safety and track access. 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. Contractor will be responsible for submitting certified payrolls to the SRA.

There are sidings at Belington, Elkins, Bowden, Bemis and Cheat Bridge that can be used to tie-up equipment. These locations can also be used to stack old ties until removal.

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

MATERIALS

Contractor will be responsible for all materials meeting the specs below:

Culvert pipe will be polyethylene pipe with smooth interior.

4 – 131 # thermite weld kits

28 – 115 # thermite weld kits

29 – 112# thermite weld kits

Contractor is to follow the detailed manufacturer's instructions for the specific thermite process being used without deviation.

Ties will be new 7" x 9" x 8'6" industrial grade ties. Specifications in AREMA Chapter 3 will govern. Ties will be mixed hardwoods and oak, 100% end plated and creosote

treated to 7# retention or refusal. Contractor will provide treated tie plugs. Contractor will be responsible for all ties. Tie plates will be provided by the State Rail Authority where existing ties plates are defective or missing. (4000 ties)

Spikes must be new 5/8" x 6" and conform to 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.

Ballast shall be crushed stone or slag and shall conform to the current AREMA "Specifications of Prepared Stone, Slag, and Gravel Ballast". Size of ballast shall be AREMA #3 as indicated below:

Size of Opening	Percent Passing by Weight
2 1/2"	100
2"	90 - 100
1 1/2"	35 - 70
1"	0 - 15
1/2"	0

The phone number of JF Allen Company is 304-636-6095. This quarry is located on the mainline track.

All materials required for the LT Resources composite crossing at MP 28.3. Rail can be re-used. Four thermite weld kits for 131# RE rail. All material will meet AREMA specifications.

Paving will be HMA wearing skid mix and be installed by a paving contractor.

BIDDING REQUIREMENTS

The contractor MUST have previous experience in crosstie replacement, joint welding with thermite welds, culvert installation, track surfacing and regulating and installation of composite highway-railroad grade crossings. References may be required to prove past experience.

A mandatory pre-bid meeting will be held on June 15, 2010 at 10:00 am. Everyone will meet at the Elkins Depot in Elkins, WV. This meeting includes an inspection trip of the portion of railroad where the work will be completed. SRA and DGVR will not provide vendor transportation for the inspection trip. All potential vendors must make provision for their own hy-rail transportation. All vendors not participating in the inspection trip

will be disqualified. Vendors will not be allowed to ride with DGVR or SRA employees. Technical questions must be submitted in writing to Frank Whittaker in the Purchasing Division via email at Frank.m.whittaker@wv.gov or via fax at 304-558-2316. All technical questions will be addressed by addendum.

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



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
 RMA10030

PAGE
 1

ADDRESS CORRESPONDENCE TO ATTENTION OF
 FRANK WHITTAKER
 304-558-2316

RFQ COPY
 TYPE NAME/ADDRESS HERE
 Railroad Constructors, Inc.
 705 Mantua Ave
 Paulsboro NJ 08066

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
07/06/2010				

BID OPENING DATE: 07/22/2010 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
***** ADDENDUM NO. 1 *****						
THIS ADDENDUM IS ISSUED TO PROVIDE THE ATTACHED REVISED SPECIFICATIONS, ATTACHEMENT A, ATTACHMENT B, ATTACHMENT C (MANDATORY PRE-BID SIGN IN SHEET) AND TO EXTEND THE BID OPENING DATE AND TIME.						
BID OPENING CHANGED TO: 07/22/10 AT 1:30 PM.						
***** END ADDENDUM NO.1 *****						
0001	1	FT		570-48	625,711.00	\$625,711.00
CROSSTIE REPLACEMENT AND SURFACING						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE  TELEPHONE 856-423-9387 DATE 7/21/10

TITLE President FEIN 22-2402473 ADDRESS CHANGES TO BE NOTED ABOVE

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. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
4. 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.
5. Payment may only be made after the delivery and acceptance of goods or services.
6. Interest may be paid for late payment in accordance with the *West Virginia Code*.
7. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
10. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern the purchasing process.
11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
12. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
13. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at www.state.wv.us/admin/purchase/vrc/hipaa.htm and 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.
14. **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. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.
15. **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, and the West Virginia Insurance Commission. 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.
16. **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 material, 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.

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
2. 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. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
4. 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
5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W.Va. C.S.R. §148-1-6.6).

Addendum #1

This addendum will completely replace the original RFQ for RMA10030. All changes from the original will be in italics. Removed sections will be shown as strikethroughs.

The West Virginia Purchasing Division for the agency, The West Virginia State Rail Authority is soliciting bids for crosstie replacement, surfacing, regulating, welding of rail joints, culvert replacement and highway-railroad grade crossing replacement. All work is located on the West Virginia Central Railroad (WVCR).

DESCRIPTION OF WORK

~~4000 TIES: MP 3.0 to MP 16.0 – 2500 ties and MP 45.0 to MP 53.0 – 1500 ties. (75% of the 4000 ties are in curves) MP 0 – MP 13.0 – 1900 ties, MP 21.8 Norton Industrial Track – 100 ties, MP 24.5 – MP 28.5 – 500 ties and MP 45.0 to MP 50.0 – 1500 ties. (75% of the 4000 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, Bowden and Cheat Bridge until removed.
2. Spiking of Ties
 - a. New ties will be spiked to a gage of 56 ½ inches, plus or minus ¼ inch. Additional ties will be plugged and respiked to correct gage to ensure there is no abrupt change in gage where ties are replaced.
 - b. All ties replaced or respiked will have new spikes. Old spikes will not be reused. Spikes shall be started and driven vertically and square with the rail. They shall have full bearing against the side of the rail base. Spikes shall not be overdriven. Ties on tangents will get four spikes per tie. Ties on curves will get six spikes per tie. The correct spiking pattern will be used on all new ties and any adjacent ties that are respiked to correct gage.
3. Rail Anchors
 - a. All rail anchors will be reapplied in their existing location and properly fitted against ties.

4. Tamping

- a. Tie gang will tamp all newly inserted ties as they are placed in the track and ballast will be replaced at ends of ties. *Ballast regulator will be used to regulate ballast and reshape shoulders. Track needs to be restored to proper surface with a minimum of two insertions for each tie. Final 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. ~~Track needs to be restored to proper surface with a minimum of two insertions for each tie.~~
- c. ~~WVCR will provide information on superelevation of curves.~~
- d. ~~When surfacing a turnout, tamping will continue for a distance of at least 100 feet onto the side track to ensure uniform surface through the turnout.~~
- e. ~~A ballast regulator will follow the tamper to regulate ballast and reshape shoulders. Contractor will place any additional ballast where it may be needed after surfacing. All curves with welded rail will have a ballast shoulder of at least 12 inches on the outside of the curve.~~

SURFACING & BALLAST REGULATION:

In addition to areas where ties and ballast are installed, additional regulating will be needed from MP 14.0 to MP 15.0. There is adequate ballast at these locations just needs to be dressed with the regulator.

~~In addition to areas where ties and ballast are installed, An additional 10 miles of track will be surfaced between MP 72 – MP 82. The West Virginia Central Railroad will be responsible for proper ballast at these locations. The contractor will have to regulate and surface this area. There are three (3) turnouts in this section. Surfacing will be completed as follows:~~

- *Final Surfacing, Alinement and Ballast Regulating*
 - a. *Contractor will use a Jackson 6700, Mark IV or equivalent tamper to give the track within the designated area a "skin lift" and establish best fit for curves including appropriate spirals. Surfacing will taper into bridges and grade crossings.*
 - b. *Track needs to be restored to proper surface with a minimum of two insertions for each tie.*
 - c. *WVCR will provide information on superelevation of curves.*

- d. *When surfacing a turnout, tamping will continue for a distance of at least 100 feet onto the side track to ensure uniform surface through the turnout.*
- e. *A ballast regulator will follow the tamper to regulate ballast and reshape shoulders. Contractor will place any additional ballast where it may be needed after surfacing. All curves with welded rail will have a ballast shoulder of at least 12 inches on the outside of the curve.*
- f. *The contractor is responsible for repair of any damage done to grade crossing signal systems. Repairs must be done that same day.*

CULVERT INSTALLATION: (Depth of each culvert is listed below)

Replaced Culverts: *All culverts are 2-5 feet deep.*

MP 0.6 – Replace box culvert with 24” x 20’ culvert – 2 feet deep
 MP 1.2 - Replace box culvert with 24” x 20’ culvert – 2 feet deep
 MP 1.4 - Replace box culvert with 24” x 20’ culvert – 2 feet deep
 MP 1.5 - Replace box culvert with 24” x 20’ culvert – 2 feet deep
 MP 2.8 - Replace box culvert with 24” x 20’ culvert – 2 feet deep
 MP 3.1 - Replace box culvert with 24” x 20’ culvert – 2 feet deep
 MP 14.8 – Replace 24” culvert with 24” x 20’ culvert – 2 feet deep
 MP 15.7 – Replace 24” culvert with 24” x 20’ culvert – 1 foot deep
 MP 20.3 – Replace 24” culvert with 24” x 20’ culvert – 2 feet deep
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 MP 74.5 - Replace 2- 12” concrete culvert with 24” x 20’ culvert – 2 feet deep
 MP 83.7 – Replace 24” culvert with 24” x 20’ culvert – 2 feet deep

Additional Culverts:

MP 17.0 – Add 24” x 20’ culvert – 2 feet deep
 MP 22.3 – Add 24” x 20’ culvert – 2-feet deep

DITCHING

The six box culverts that are being replaced between MP 0.6 and MP 3.1 each need ditching of 200 feet in each direction from the culvert (400 feet per culvert). This is simple ditching for proper drainage, for a total of 2,400 feet. Contractor is responsible to properly dispose of ditch material. Material can be disposed of over the bank at ditching sites.

WELD RAIL JOINTS:

There are 61 rail joints between MP 0 – 12. These joints are to be thermite welded per manufacturer’s instructions. The rail size is: 4 joints in 131# rail, 28 joints in 115# rail and 29 joints in #112 rail. *The quality of all welds shall be checked by the contractor*

using magnetic particle or ultrasound inspection in accordance with AREMA Specifications for Fabrication of Continuous Welded Rail. Test results are to be provided to the WV State Rail Authority.

REPLACEMENT OF HIGHWAY-RAILROAD GRADE CROSSING:

This crossing is at WVCR MP 28.3 at the industrial park in Elkins, WV. The crossing is located in tangent track and is 30 32 feet long. It currently has a timber surface. This crossing will receive the LT Resources composite crossing surface. The existing crossing timbers, rail, ties and ballast will be removed and the site excavated to the depth specified by the manufacturer. Filter fabric, drain pipes and signal conduit will be installed. *For the conduit, 4 inch- Schedule 80 pipe will be used. One on signal box side and one running under the crossing.* New 10' wood ties will be sized and spaced according to the manufacturer's specifications. *(attachment A) The 10' ties shall extend for three ties beyond each end of the crossing.* New ballast will be installed and tamped tight. The existing rail (131# RE) will be reused. ~~Four welds will be required to place the welded rail back through the crossing.~~ Contractor will be responsible to contact Mayor Duke Talbott, 304-636-5889, duke.talbott@glennville.edu to coordinate traffic flow, closure and/or detour alternatives. The road will be milled and paved for 20 feet off each edge of the crossing.

CONDUCT OF WORK

Train Traffic: Freight trains run from MP 0 to 29 during late winter and spring, freight trains typically operate five days a week. *During this time the contractor will be give a 10 hour window to work everyday.* Excursion trains run weekends thru Memorial Day, and Thursday, Friday, Saturday and Sunday during June. Additional excursions may be scheduled during weekdays or weekends on an as needed basis. Updated schedules will be provided to the contractor by DGVR. The track must be made safe for train traffic on those days. Contractor will need to coordinate work with the Durbin & Greenbrier Valley Railroad, the operator of the WVCR. Contact for track access is Mark Smith, 304-642-3050 or wcvtrack@yahoo.com.

Contractor will be responsible to provide a radio or radios capable of communicating with the DGVR. The radio must be a minimum of 40 watts. The contractor can get a radio from Hammicks Radios, 304-636-6210 and have it programmed with the same frequency as the DGVR. Each work crew must be equipped with a radio stationed to road channel 160.455. Cell service is limited so a radio is required for all crews.

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

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

The successful bidder will be required to have ALL employees that will be working on this project attend a ½ day class on track safety and track access. 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. Contractor will be responsible for submitting certified payrolls to the SRA.

There are sidings at Belington, Elkins, Bowden, Bemis and Cheat Bridge that can be used to tie-up equipment. These locations can also be used to stack old ties until removal.

Contractor will be responsible for clean-up of the work site. All debris and refuse will be removed from WVCR property and disposed of properly. This includes old crossties, switch ties and spikes removed during this project. *All materials are to be disposed of offsite with the exception of ditching materials which can be disposed on the railroad right-of-way.*

Track charts are provided as attachment B.

Attachment C is a copy of the pre-bid sign-in sheet.

MATERIALS

Contractor will be responsible for all materials meeting the specs below:

Culvert pipe will be polyethylene pipe with smooth interior.

4 – 131 # thermite weld kits

28 – 115 # thermite weld kits

29 – 112# thermite weld kits

Contractor is to follow the detailed manufacturer's instructions for the specific thermite process being used without deviation.

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

be responsible for all ties. Tie plates will be provided by the State Rail Authority where existing ties plates are defective or missing. (4000 ties)

Spikes must be new 5/8" x 6" and conform to 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.

Ballast shall be crushed stone or slag and shall conform to the current AREMA "Specifications of Prepared Stone, Slag, and Gravel Ballast". Size of ballast shall be AREMA #3 as indicated below:

Size of Opening	Percent Passing by Weight
2 ½"	100
2"	90 – 100
1 ½"	35 – 70
1"	0 – 15
½"	0

The phone number of JF Allen Company is 304-636-6095. This quarry is located on the mainline track.

All materials required for the LT Resources composite crossing at MP 28.3. Rail can be re-used. ~~Four thermite weld kits for 131# RE rail.~~ All material will meet AREMA specifications.

Paving will be HMA wearing skid mix and be installed by a paving contractor.

BIDDING REQUIREMENTS

The contractor **MUST** have previous experience in crosstie replacement, joint welding with thermite welds, culvert installation, track surfacing and regulating and installation of composite highway-railroad grade crossings. References may be required to prove past experience.

A mandatory pre-bid meeting will be held on June 15, 2010 at 10:00 am. Everyone will meet at the Elkins Depot in Elkins, WV. This meeting includes an inspection trip of the portion of railroad where the work will be completed. SRA and DGVR will not provide vendor transportation for the inspection trip. All potential vendors must make provision for their own hy-rail transportation. All vendors not participating in the inspection trip will be disqualified. Vendors will not be allowed to ride with DGVR or SRA employees.

Technical questions must be submitted in writing to Frank Whittaker in the Purchasing Division via email at Frank.m.whittaker@wv.gov or via fax at 304-558-2316. All technical questions will be addressed by addendum.

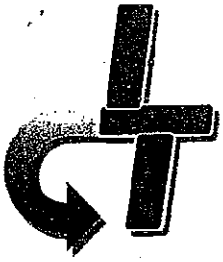
For bidding purposes, contractor is to give a unit cost for each item listed on cost sheet. Low bid will be determined by the lowest total amount for all unit costs multiplied by the quantities as listed on attached cost sheet:

RMA Cost Sheet

Line Item	Description	Unit Cost	Unit of Measure	Quantity	Extended Cost
	Tie Replacement <i>(including gaging of inserted tie)</i>				
1	Ties	\$ 79.20	per tie	4,000	\$ 316,800
	Additional Surfacing/Ballast Regulation				
2	Additional Surfacing	\$ 2.10	per track foot	52,800 (10 miles)	\$ 110,880
3	Additional Regulating	\$.20	per track foot	5,280 (1 miles)	\$ 1,056.00
	Culvert Replacement				
4	Culvert (24 inch) x 20' Long -	\$ 5,950	per culvert	13	\$ 77,350
	New Culvert Installation				
5	Culvert (24 inch) x 20' Long	\$ 5,950	per culvert	2	\$ 11,900
6	Ditching				
	Ditching - MP 0.6 - MP 3.1	\$ 9.45	per ft	2400	22,680
	Rail Joint Welding				
7	Thermite Joint Welds	595.00	Per Weld	61	\$ 36,295
8	Replace Highway-Railroad Grade Crossing				
	Replace crossing with new LT Resources				
	Composite crossing	\$ 48,750	each		\$ 48,750
				Total Bid:	\$ 625,711

Notes:

- 1.) The above quantities are the agency's best estimate for the amount of work to be completed. Any variation in the actual quantities will be determine based on the unit price shown above for the given work.
- 2.) Vendors should complete this form in its entirety in lieu of submitting other quote forms. Submitted form should be provided in a legible form. (Typewritten form preferred.)
- 3.) Vendors must submit unit prices for all line items. Failure to provide unit prices will result in the disqualification of the vendor's bid.



LT Resources, Inc.

16690 Champion Forest Dr.

#360

Spring, TX 77379

281/444.3494

toll free: 800/440.1517

fax: 281/444.3495

www.ltresources.com

ENDURANCE™ Composite Crossings Installation Recommendations

Rail Size	Panel Thickness	Drill Bit Size	Fastener Size
85-100#	6"	5/8" x 12"	5/8" x 10-1/2"
110-133#	7-1/2"	5/8" x 12"	5/8" x 12"

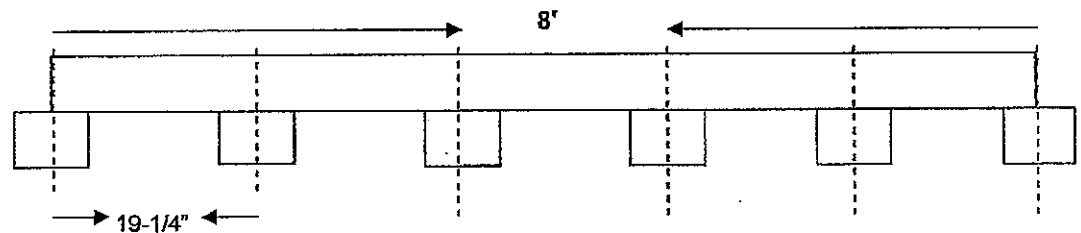
IMPORTANT NOTE: Refer to "Installation Manual for Contractors" for
(1) Storage Recommendations Prior to Use, and
(2) Detailed Installation Instructions.

CROSS TIES: New - 8' 6" Long or 10' Long

EQUIPMENT: Low RPM pneumatic drill
Standard track tools
5/8" carbide tip percussion rotary masonry bit
1/2" x 16" drill bit for wood
1-3/4" countersinking bit with carbide tip, or
one-step drill bit/countersink bit

FASTENER: 5/8" Recessed-head lag screws, or Dome-head screws

- **ENDURANCE™** Composite Crossings are designed for tangent track. However, with slight modifications, the crossings can easily be applied to track with 9° or less curve. Information as to the degree of the curve should be given to the supplier prior to order placement.
- The crossing bed should be prepared in accordance with recommended track construction practices.
- New cross ties should be used in new construction as well as replacement crossings.
- One 8' section of crossing consists of four (4) panels per **Figure 1**.
- Panel design includes a 3-1/2" wide x 1-1/2" deep notch on each side of each rail, allowing the panels to clear the tie plates.
- The outer edges of the panels have a radius to eliminate any damage by vehicular traffic.
- Cross ties should be positioned on 19-1/4" centers, making sure the ends of the **ENDURANCE™** Composite Crossing panels are centered and rest securely on cross-ties.



- A low RPM pneumatic drill should be used to reduce excess heat during the drilling process and to extend the life of the bit. The carbide masonry bit will allow the material to be ejected from the hole and the carbide material allows the bit to be sharpened for repeated use. *(continued)*

Installation Recommendations (continued from previous page)

- Once the ENDURANCE™ Composite Crossing panels are positioned, the fastener holes and countersinks can be pre-drilled.
 - The 1-3/4" bit should be used to countersink to a depth of 1". (Note: A one-step drill bit/countersink bit can also be used.)
 - A 5/8" hole (using the carbide masonry bit) should be drilled through the composite material and into tie no more than 1", being careful not to strike the assembly hardware (steel dowels).

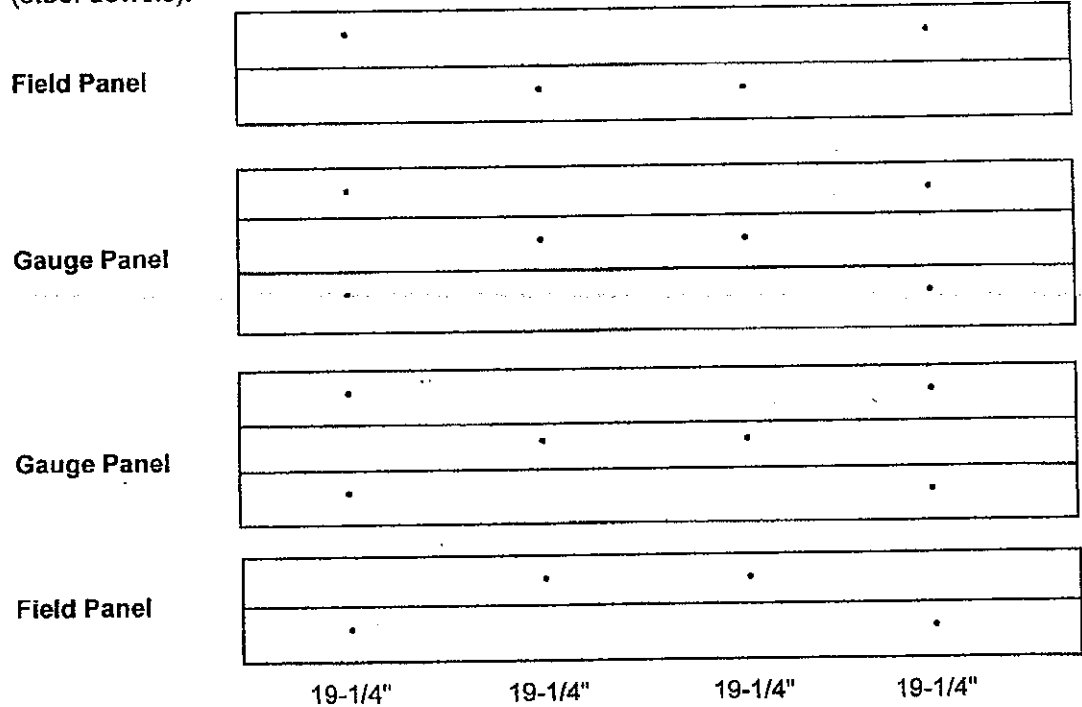
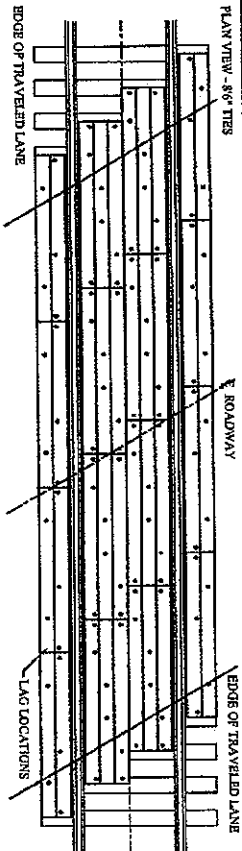


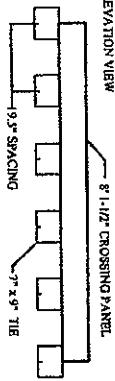
Figure 1 - Suggested Fastener Pattern

- Recessed-head lag screws can then be screwed into the holes to attach the crossing to the crossties underneath. Recessed-head lag screws with the larger number and greater depth of threads are recommended to provide a more superior "crossing-to-cross tie" attachment. **Figure 1** illustrates the suggested fastener pattern.
- Dome-head screws can be used in main entrance and heavy traffic areas; however, they should not be hammered into the crossing, as is the practice with wood crossings.
 - The appropriate length 5/8" drill bit should be used to pre-bore the holes in the crossing material, again, avoiding the assembly hardware (steel dowels) and being careful not to drill into the crosstie.
 - A 1/2" x 16" wood bit should be used to drill a 4" hole into the crosstie.
 - A 4-prong drill attachment should then be used to secure the dome-head screw into the crossing until the fastener head is flush with the crossing surface.
- Gauge panels are beveled slightly the entire length of the panel on the sides adjacent to the rail. Additional beveling on the jobsite may be needed to accommodate wheel hunting and prevent damage to the crossing panels. See instructions in "Installation Manual for Contractors".
- Flangeway filler is recommended to extend the life of the crossing.
- Factory pre-drilling and countersinking for installation hardware available at an additional charge.

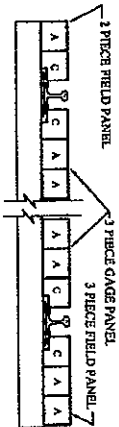
TYPICAL 24' ROADWAY ON 30° SKEW (32' CROSSING)



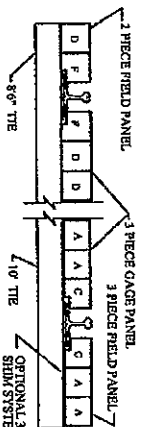
THE SPACING



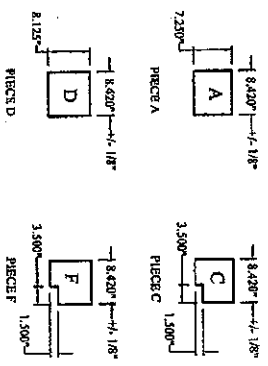
LAYOUT FOR 5 1/2" BASE RAIL / 8' 6" & 10' TIES



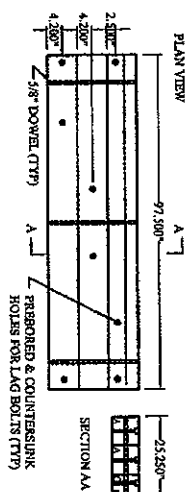
LAYOUT FOR 6" BASE RAIL / 8' 6" & 10' TIES



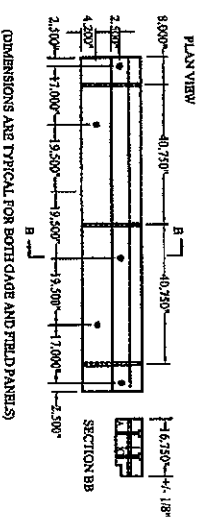
COMPONENT DIMENSIONS



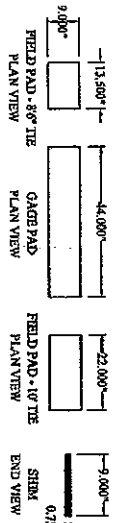
3 PIECE GAGE PANEL / FIELD PANEL FOR 10' TIES



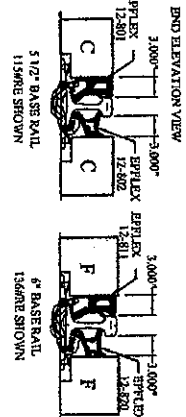
2 PIECE FIELD PANEL FOR 8' 6" TIES



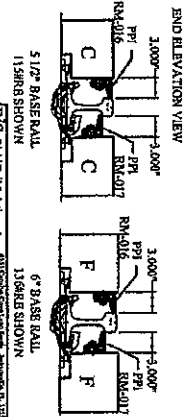
OPTIONAL SHIM SYSTEM



REMOVABLE EPRELX FLANGEWAY FILLER



PPI BOLT-ON FLANGEWAY FILLER



NOTES:

- 1) APPLICATOR IS DIVIDED BETWEEN 5 1/2" AND 6" BASE RAIL. EACH CATEGORY IS SUITABLE FOR ALL AREMA STANDARD RAIL SECTIONS WITH THAT BASE DIMENSION.
- 2) THE 1198R LAYOUT IS SHOWN WITH AREMA PLAN 7E PLATES. THE 1566R LAYOUT IS SHOWN WITH AREMA PLAN 12 PLATES.
- 3) CONSULT MANUFACTURER WHEN USING PLATES LARGER THAN 16".
- 4) THE LAYOUTS ARE SHOWN WITH UNIT RAIL ANCHOR LOW PROFILE DRILLS ON AND SEPARATE EPRELX FLANGEWAY FILLER IS SHOWN WITH APPLICATIONS REQUIRE EITHER 8.188" PANELS OR THE USE OF 2" DRILLS, SUCH AS WITH 9" FEAT. SINK OR EQUIVALENT, BETWEEN 7.144" PANELS. RAIL WEAR AND PLATE THICKNESS SHOULD BE CONSIDERED WHEN SELECTING SINKS.
- 5) RUBBER FLANGEWAY FILLER IS RECOMMENDED FOR BOTH THE FIELD AND GAGE SIDES OF THE RAIL. CONSULT MANUFACTURER FOR COMBINATION ALTERNATIVES AND PROPER APPLICATION OF THE FILLER MATERIALS.

INSTALLATION:

- 1) THIS DRAWING ASSUMES INSTALLATION ON CURVED TRACK. CONTACT THE MANUFACTURER FOR INSTALLATION RECOMMENDATIONS. ADHERE TO RECOMMENDED SPACING AND MAKE CERTAIN PANEL ENDS ARE PROPERLY SUPPORTED. IF THIS CANNOT BE DONE, INSTALLATION ON CURVED TRACK IS NOT RECOMMENDED.
- 2) END OF CROSSING SHOULD BE AT LEAST 12' BEYOND THE EDGE OF TRAVELLED LANE.
- 3) TRACK THROUGH THE CROSSING SHOULD BE CONSTRUCTED TO ACCORDANCE WITH AREMA STANDARDS FOR THE INDIVIDUAL ROADWAYS STANDING WITH ALL NEW 7.5" TIES ON 12" SPACING ENSURING THE TRACK IS WELL TAMPED. PROPER SPACING IS CRITICAL TO ASSURE ENDS AND JOINTS ARE PROPERLY CENTERED ON THE RAIL AND UNSUPPORTED STRUCK THROUGH THE CROSSING SHOULD BE ANCHORED IN ACCORDANCE WITH AREMA STANDARDS OR THE INDIVIDUAL ROADWAY SPECIFICATIONS. THE ANCHORS MUST BE LOW PROFILE AND ARE REQUIRED WITH POLYCORP RUBBER FLANGEWAY FILLER.
- 4) PANELS SHOULD BE POSITIONED WITH THEIR ENDS AS CLOSE TO THE CENTER OF THE AS POSSIBLE WORKING FROM THE CENTER OF THE CROSSING OUTWARD.
- 5) SPACING OF THE PANELS IS RECOMMENDED IN ALL INSTALLATIONS.
- 6) GAGE PANELS SHOULD BE POSITIONED TIGHT TOGETHER WITH ANY RESULTING GAP BETWEEN THE RAIL AND THE PANELS EVENLY DISTRIBUTED BETWEEN THE TWO SIDES.
- 7) FACTORY DRILLING OF LAG SCREW HOLES IS RECOMMENDED.
- 8) 10' FIELD DRILLING OF LAG SCREW HOLES. ENSURE THE PANELS ARE PROPERLY POSITIONED BEFORE DRILLING 3/8" DIAMETER HOLES THROUGH THE PANEL IN THE PATTERN INDICATED. COUNTERSINK THESE HOLES 1 1/4" DIAMETER BY 1" DEEP. A ONE STEP DRILL COUNTERSINK BIT IS AVAILABLE. AVOID DRILLING INTO THE HOLES THAT 12" LAGS ARE TO BE USED. THE DRILLING STANDARDS, THIS SHOULD BE DRILL-DRILLED WITH 5/8" HOLES AT LEAST 1/4" DEEP.
- 9) COMBINATION DRILL AND COUNTERSINK BITS WITH A LOW SPEED DRILL ARE RECOMMENDED FOR DRILLING THE END/ANCHOR-ALL MATERIAL.
- 10) 5/8" RECESSED HEAD LAG SCREWS ARE THE RECOMMENDED HOLD-DOWN FASTENER FOR THE PANELS. 1 1/4" LAGS SHOULD BE USED FOR 7 1/4" PANEL HEIGHT AND 1 1/2" LAGS SHOULD BE USED FOR 8" AND 8 1/2" PANEL HEIGHT.
- 11) SHIMS AND FLANGEWAY FILLER SHOULD BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDATIONS.
- 12) SEALANT TAPE SHOULD BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDATIONS.
- 13) WHEN SPECIFIED, OPTIONAL 45° END BEVEL IS MANUFACTURED IN THE END PANELS STARTING 2" ABOVE THE BASE. THE END LAGS ON PANELS WITH BEVEL ENDS SHALL BE 7 1/2" FOR 7 1/4" PANEL HEIGHT AND 10 1/2" FOR 8" AND 8 1/2" PANEL HEIGHT.

MATERIALS & FABRICATION

- 1) PANELS ARE COMPOSED OF INDIVIDUAL PIECES DOWNEZED TOGETHER WITH TWISTED 5/8" DIAMETER STEEL BAR. THE TWISTED BAR MEASURES 3/4" DIAMETER.
- 2) PANELS FOR 8" AND 10' TIES ARE SHOWN. PANELS FOR OTHER TIE LENGTHS ARE AVAILABLE UPON REQUEST.
- 3) PANELS HAVE A SUD RESISTANT SURFACE.
- 4) PRIOR TO ASSEMBLY, 200 PPI HOLES FOR THE DOWELS ARE PRE-DRILLED THROUGH THE PANELS 3/8" ABOVE THE BOTTOM OF THE PANEL AT THE OCCASIONAL SHIMS. THE PANELS 3/8" ABOVE THE BOTTOM OF THE PANELS ARE 2" AND THESE THREE PANELS ARE 16" AND 24" LONG RESPECTIVELY.
- 5) ASSIGNED PANELS ARE TAMPED TO MEASURE 8' 1/2" x 1/4" x 1/16".
- 6) 5/8" HOLES FOR THE PANEL FASTENERS ARE PRE-DRILLED AND COUNTERSUNK 1 1/4" BY 1" DEEP IN THE PATTERN INDICATED PRIOR TO SHIPMENT.
- 7) WHEN SPECIFIED, LIFTING DEVICES ARE PRE-INSTALLED. CONSULT MANUFACTURER FOR UTILIZATION DETAILS.
- 8) WHEN SPECIFIED, CROSSING PANEL ENDS MAY BE BEVELLED.
- 9) EACH PANEL IS MARKED WITH "END/RANGE/EXT".
- 10) SEALANT TAPE IS RECOMMENDED FOR USE BETWEEN ENDS OF ADJACENT PANELS SUBJECT TO MOVEMENT FROM THERMAL EXPANSION AND CONTRACTION.

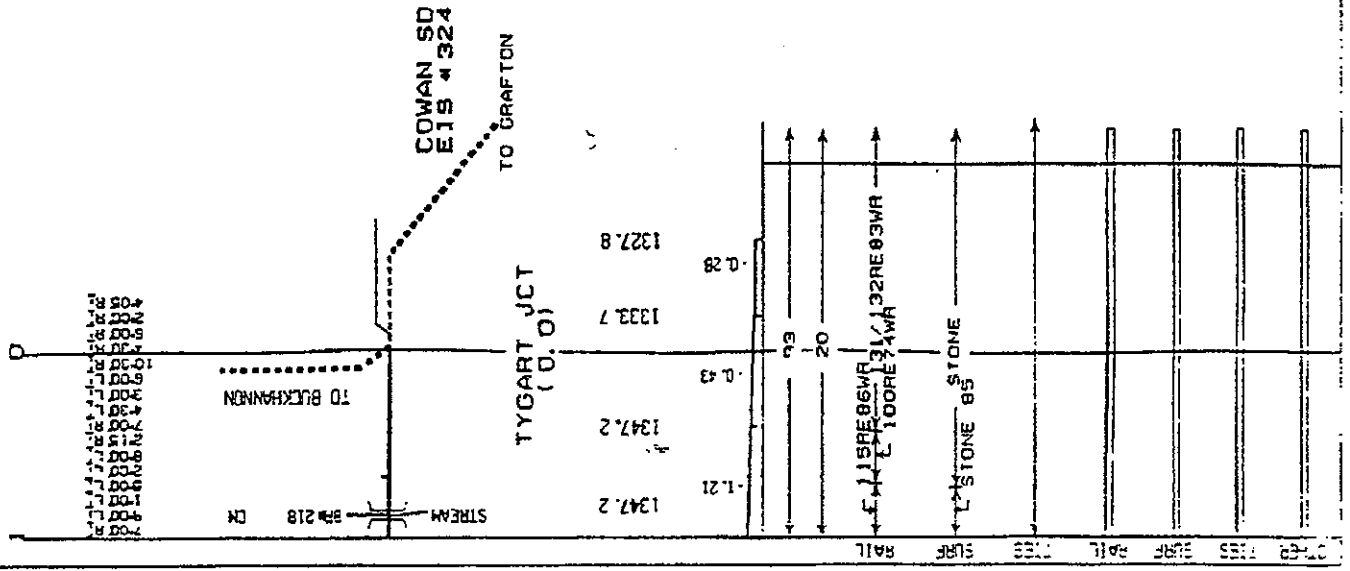
4	9 OCT 09	LT	ADD BEVELLED ENDS
3	6 OCT 09	LT	REVISED LAG PATTERN
2	3 AUG 08	LT	ADD EXPANSION FILLER
1	3 AUG 08	LT	REVISED LAG PATTERN
REV	DATE	APPROVED	REVISION

L1 Resources, Inc.
 1514 Chicago Ave, Dept. ENR, 6302
 Knoxville, TN 37916
 Phone: 248-4444
 Fax: 248-4444-4595

ENDURANCE-XL COMPOSITE CROSSING FOR 5 1/2" & 6" BASE RAIL
 DATE: 11 MAR 09
 SCALE: NTS
 DRAWN: WSR
 CHECKED: NIS
 APPROVED: [Signature]
 PROJECT: Endurance Composite Crossing
 002 - 20

Attachment B

BA DIV. BELINGTON SUBDIV. EISH# 328 VAL. SEC. 57.1 LAST REVISED 04-01-87 BA O RR EAST



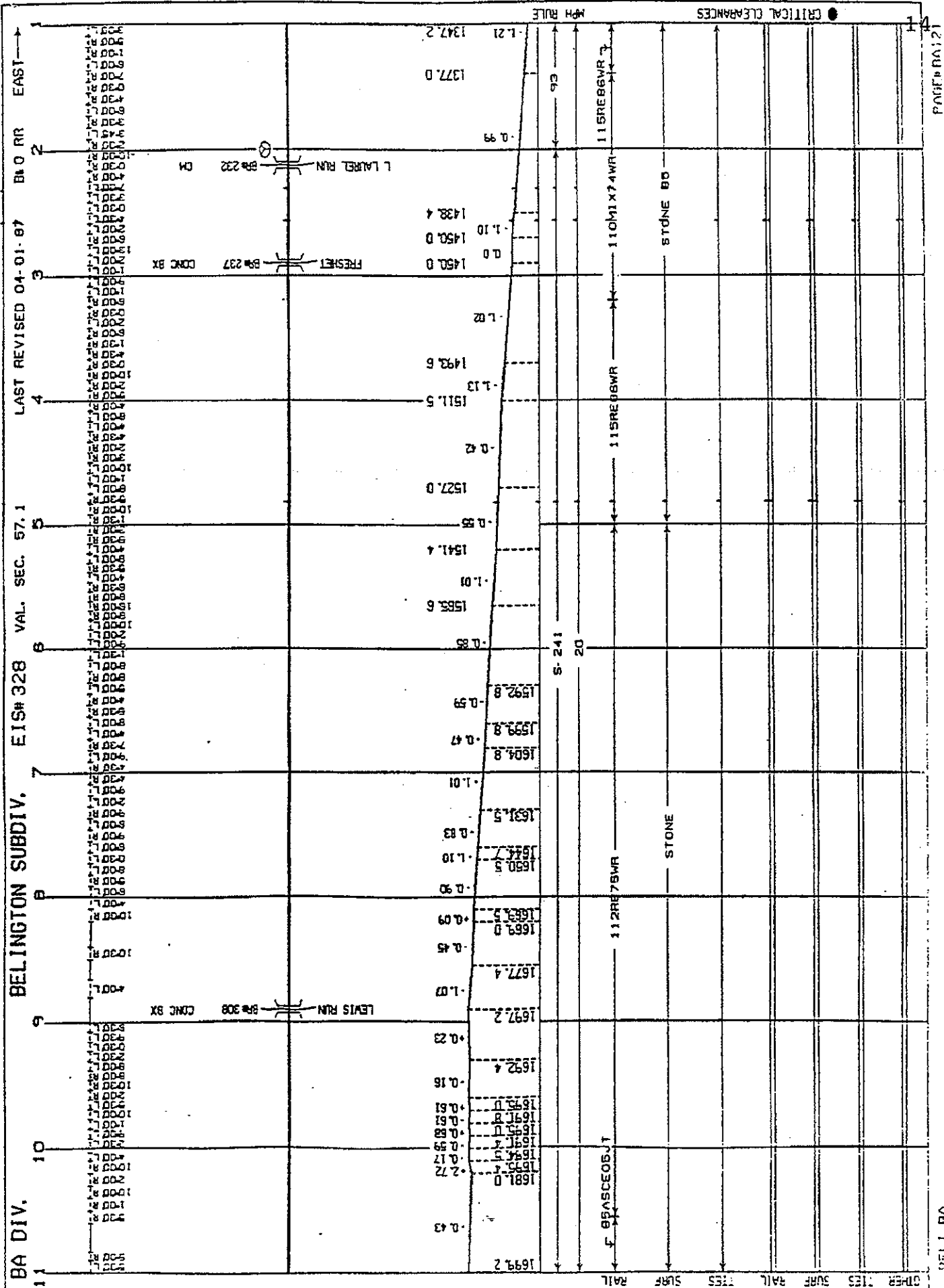


PLATE # 112

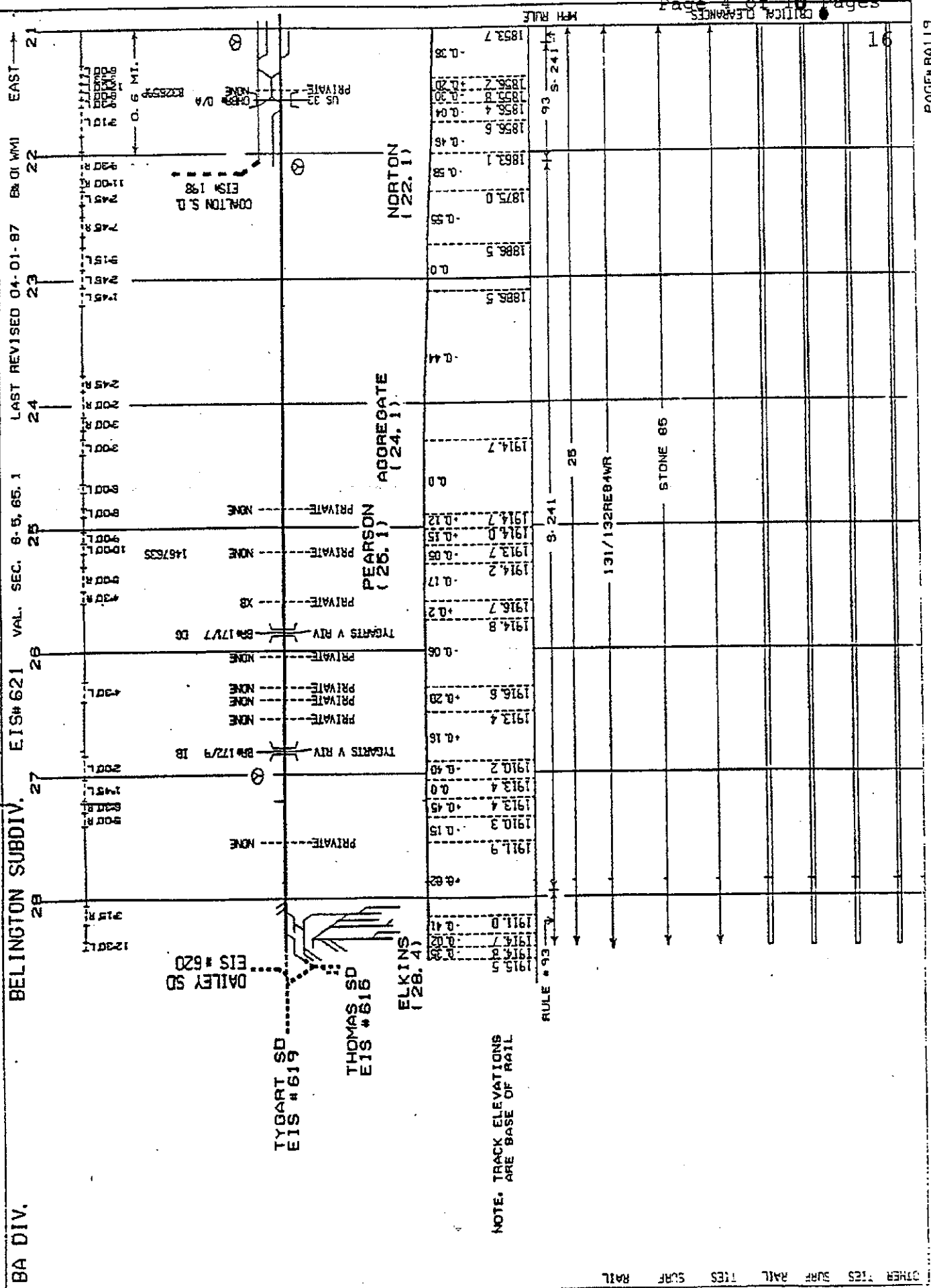
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BLK	LOT	AREA	VAL.	SEC.	6-5, 6, 67.1	LAST REVISED 04-01-87	EA 01 WM	EAST	PH RULE	CRITICAL CLEARANCES
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BA DIV.	19	GAGE 15.7	1807.9	EISH 521 & 328	16	130 R	8326818	NONE	S 241	1807.9
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BA DIV.	16	DARTSMOOR 13.8	1772.7	EISH 521 & 328	18	130 R	8326818	NONE	S 241	1772.7
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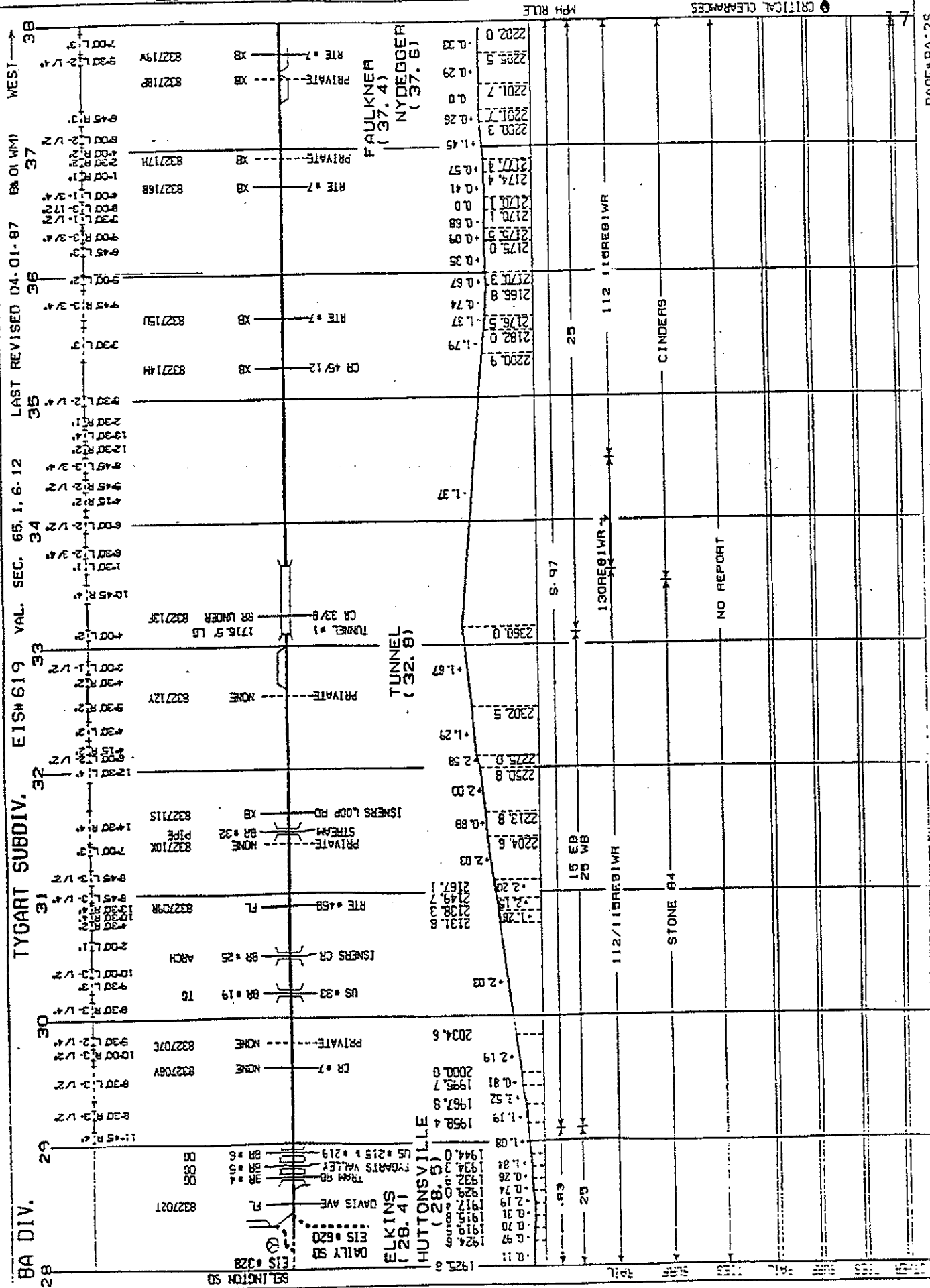
BA120

DEL. BA



NOTE: TRACK ELEVATIONS ARE BASE OF RAIL

BA DIV. BELINGTON SUBDIV. EIS# 621 VAL. SEC. 8-5, 65.1 LAST REVISED 04-01-87 EAST



TYGART SUBDIV.

VAL. SEC. 65, 1, 6-12

LAST REVISED 04-01-87

BA 01 WMI

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BA DIV.

EIS #328

DAILY SB

ELKINS (28.41)

HUTTONSVILLE (28.5)

TYGARTS VALLEY

TRAM RD

DAVIS AVE

ISNERS CR

US #33

ISNERS CR

RTE #48

ISNERS LOOP RD

ISNERS PIPE

ISNERS LOOP RD

PRIVATE

CR #7

PRIVATE

CR #19

TO

ARCH

US #33

RTE #48

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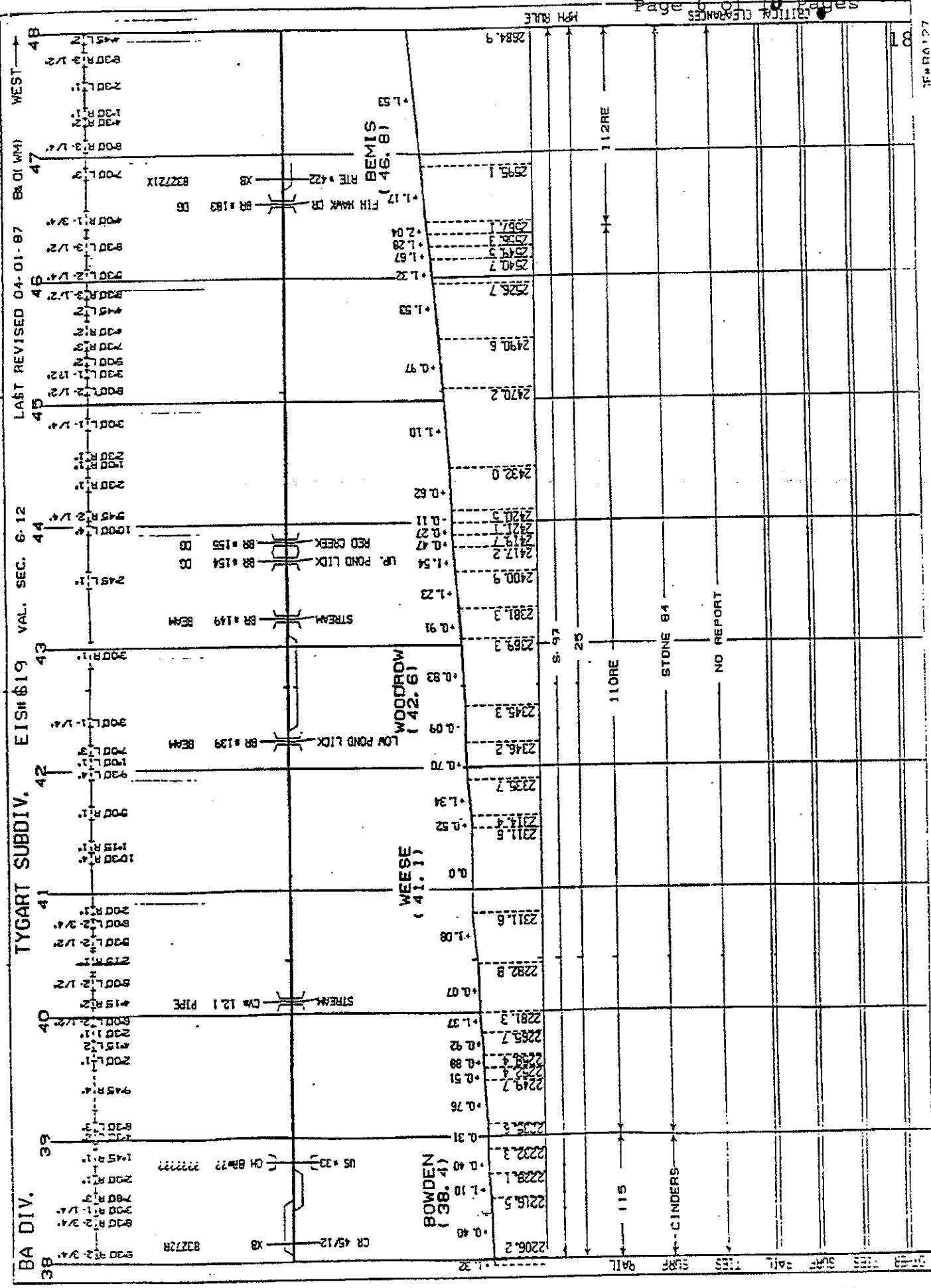
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11/12/27

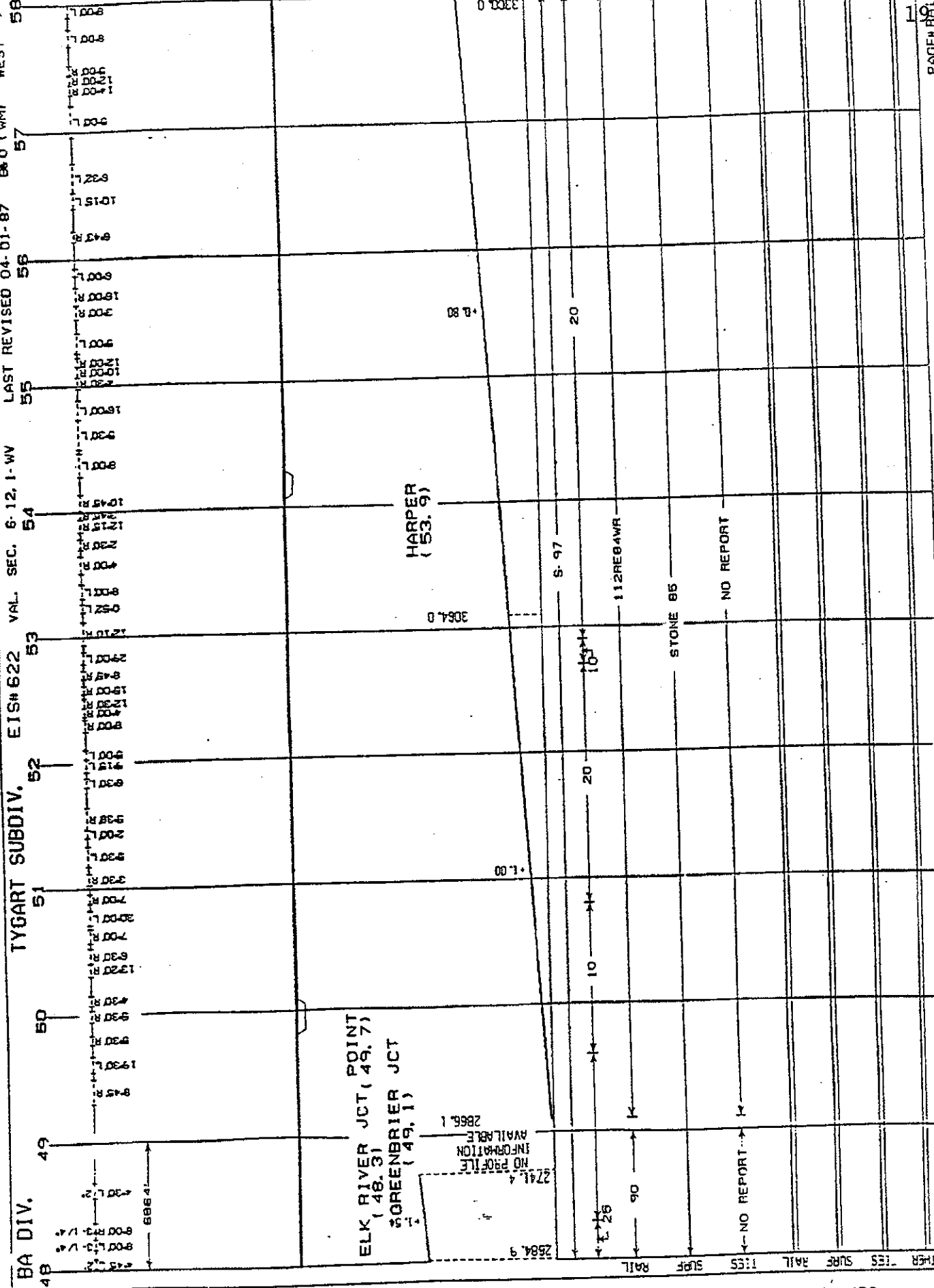


PLAN

TYPICAL

HEIGHT

PROGRAM



BA DIV. 48 49 50 51 52 53 54 55 56 57 58 WEST →

EIS# 622 VAL. SEC. 6-12.1-WV

80.0 (WVI)

LAST REVISED 04-01-87

TYGART SUBDIV.

ELK RIVER JCT (49.7)
SCREENER JCT (49.1)

HARPER (53.9)

RAIL SURF
+ 2.26
90
NO REPORT →

20

20

3300.0 MPH RATE

NO REPORT

STONE 85

112RE84WR

S-97

± 0.80

3064.0

± 1.00

NO PROFILE
INFORMATION
AVAILABLE
2866.1

PAGE# BRL 28

TYGA. BA

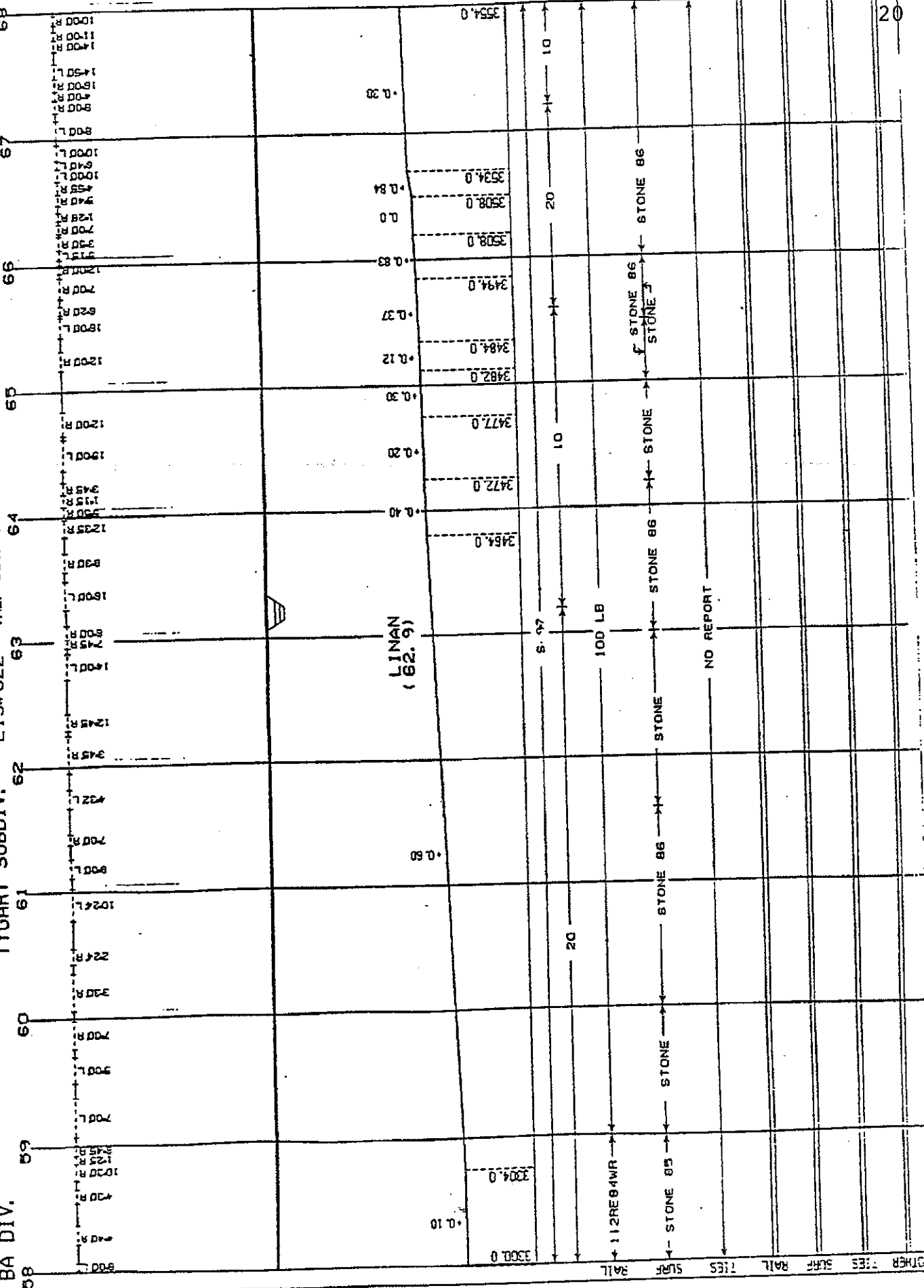
CRITICAL CLEARANCES

20

Station	Clearance Type	Height (ft)	Notes
58	STONE 85	3300.0	112RE84WR
59	STONE 85	3304.0	
60	STONE 85	3300.0	
61	STONE 86	3300.0	
62	STONE 86	3300.0	
63	STONE 86	3454.0	NO REPORT
64	STONE 86	3472.0	100 LB
65	STONE 86	3477.0	
66	STONE 86	3482.0	
67	STONE 86	3484.0	
68	STONE 86	3494.0	
69	STONE 86	3508.0	
70	STONE 86	3508.0	
71	STONE 86	3534.0	
72	STONE 86	3554.0	

LINAN (62.9)

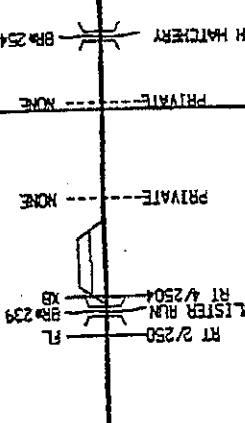
TYGART SUBDIV. EISH 622 VAL. SEC. 1-WV LAST REVISED 04-01-87 DR 0 (WM) WEST



OTHER TIES SURF RAIL TIES SURF RAIL

STATION	ELEVATION	DESCRIPTION	CRITICAL CLEARANCES	MPH RULE	TYGART SUBDIV.		EISH 622		VAL. SEC.		I-WV		LAST REVISED 04-01-87		BR 0 (WMI)		WEST	
					69	70	71	72	73	74	75	76	77	78				
18+00	1000																	
19+00	1000																	
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CHEAT BRIDGE (72.0)



OTHER TIES SURF RAIL TIES SURF RAIL

PROFILES 1:10 ON 1:10

STATION	VAL. SEC.	TYGART SUBDIV.	EISM 622	LAST REVISED	04-01-87	PK O (WM)	WEST	SPRUCE (87.01)	HOPKINS (78.5)	CRITICAL CLEARANCES	MPH RULE
78	420 R							3582.0	3698.0	STONE B6	
79	420 R						3701.0	3703.0	3699.0		
80	400 L						3724.0	3715.0	3708.0		
81	400 R						3740.0	3735.0	3740.0		
82	800 R						3770.0	3769.0	3770.0		
83	800 R						3779.0	3779.0	3773.0		
84	1200 L						3802.0	3802.0	3817.0		
85	900 R						3823.0	3823.0	3821.0		
86	900 R						3859.0	3859.0	3849.0		
87	1400 R						3904.0	3904.0	3884.0		
88	1300 L						3916.0	3916.0	3937.0		
89	200 L						3957.0	3957.0			

OTHER: LESS SURF, COLL, TIES, SURF, RAIL

Attachment C

Page 1 of 2

Pre-Bid Conference

SIGN IN SHEET

[Please Print]

Request for Proposal No.: RMA100030 Date: 6-15-10

<u>Firm & Representative Name</u>	<u>Mailing Address</u>	<u>Telephone & FAX Numbers</u>
1. <u>GW Peoples Cont. Co</u> <u>Johnny Wharby</u>	<u>600 N. Bell Ave</u> <u>Bld. 1 Suite 210 Carnegie PA</u>	T: <u>412-276-2342</u> F: <u>412-276-2325</u>
2. <u>Atlas Railroad Const.</u> <u>Dave Snyder</u>	<u>P.O. Box 8</u> <u>Eighty Four, PA 15330</u>	T: <u>724-228-4500</u> F: <u>724-228-3183</u>
3. <u>Railroad Constructors Inc.</u> <u>Dave Luvary</u>	<u>705 Mantua Ave.</u> <u>Paulsboro, NJ. 08066</u>	T: <u>856-423-9385</u> F: <u>" " 9386</u>
4. <u>Balfour Beatty Rail</u> <u>LEE WILLIAMS</u>	<u>1600 Rte 136</u> <u>WASHINGTON, PA 15301</u>	T: <u>724-228-7636</u> F: <u>724-884-0025</u>
5. <u>BOB MATTHEWS</u> <u>AMTRAK RAILROAD CONTRACTORS</u>	<u>9436 EARLEY DRIVE</u> <u>HAGERSTOWN, MD 21740</u>	T: <u>301-797-3733</u> F: <u>301-797-3740</u>
6. <u>JIM MOORE</u> <u>RAIL WORKS</u>	<u>985 LINCOLN HILL RD</u> <u>ALPHARETTA GA 30004</u>	T: <u>770 740 0284</u> F: <u>770 740 0384</u>
7. <u>William Russell</u> <u>Russell cont INC</u>	<u>5672 Chestnut Grove Hwy</u> <u>Gettysburg PA 16838</u>	T: <u>814-583-7875</u> F: <u>814-583-7875</u>
8. <u>Balfour Beatty Rail</u> <u>Tommy LARKETT</u>	<u>8630 Brookville Rd</u> <u>Indianapolis, I.N. 46239</u>	T: <u>317-375-1684</u> F: <u>317-375-2948</u>
9. <u>Ame CONSTRUCTION</u> <u>DAVID M. HORTON</u>	<u>7695 BOND STREET</u> <u>CLEVELAND, OH 44139</u>	T: <u>440-232-7474</u> F: <u>440-232-7477</u>
10. <u>TRAKSPEC RR CORP.</u> <u>ROGER LIPSCOMB</u>	<u>PO BOX 782</u> <u>HURRICANE, WV 25526</u>	T: <u>(304) 562-2473</u> F: <u>(304) 562-0111</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.: RMA100030 Date: 6-15-10

<u>Firm & Representative Name</u>	<u>Mailing Address</u>	<u>Telephone & FAX Numbers</u>
1. <u>American Railroad</u> <u>Richard Hall</u>	<u>2870 Normandy Dr.</u> <u>Atlanta, GA 30305</u>	T: <u>404-915-3124</u> F: <u>770-393-0110</u>
2. <u>Jeff Solly</u> <u>Hinkle Contracting</u>	<u>605 Blue Sky Parkway</u> <u>Lexington KY 40509</u>	T: <u>859-263-7858</u> F: <u>859-264-9334</u>
3. <u>JV Brown, Jr</u> <u>Hinkle Contracting</u>	<u>1930 N. Teby St</u> <u>Florence, SC 29501</u>	T: <u>843-569-5107</u> F: <u>843-569-5108</u>
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.

ASSETS

	Current Year			Prior Year
	1 Assets	2 Nonadmitted Assets	3 Not Admitted Assets (Cols. 1 - 2)	4 Not Admitted Assets
1. Bonds (Schedule D)	11,425,766,895		11,425,766,895	11,057,669,501
2. Stocks (Schedule O):				
2.1 Preferred stocks	762,976,316		762,976,316	757,319,705
2.2 Common stocks	9,135,552,652		9,135,552,652	7,570,471,320
3. Mortgage loans on real estate (Schedule B):				
3.1 First liens	619,022,709		619,022,709	546,091,292
3.2 Other than first liens				
4. Real estate (Schedule A):				
4.1 Properties occupied by the company (less \$ 0 encumbrances)	337,179,530		337,179,530	425,983,166
4.2 Properties held for the production of income (less \$ 0 encumbrances)	976,262		976,262	1,039,582
4.3 Properties held for sale (less \$ 0 encumbrances)				
5. Cash (\$ 389,502,555, Schedule E - Part 1), cash equivalents (\$ 82,179,054, Schedule E - Part 2), and short-term investments (\$ 362,650,853, Schedule DA)	824,332,462		824,332,462	1,249,305,616
6. Contract loans (including \$ 0 premium notes)				
7. Other invested assets (Schedule BA)	5,771,150,576	206,157	5,770,944,419	5,191,343,213
8. Receivables for securities	12,271,646		12,271,646	2,659,056
9. Aggregate write-ins for invested assets				
10. Subtotals, cash and invested assets (Lines 1 to 9)	26,609,230,652	206,157	26,609,024,685	26,644,088,712
11. Title plans less \$ 0 charged off (for Title insurers only)				
12. Investment income due and accrued	633,128,777		633,128,777	140,168,797
13. Premiums and considerations:				
13.1 Uncollected premiums and agents' balances in the course of collection	993,264,743	14,732,220	978,532,523	1,071,899,224
13.2 Deferred premiums, agents' balances and installments booked but deferred and not yet due (including \$ 0 earned but unbilled premiums)	1,519,460,073		1,519,460,073	1,594,927,150
13.3 Accrued retrospective premiums	366,446,348	36,644,535	329,801,813	383,694,097
14. Reinsurance:				
14.1 Amounts recoverable from reinsurers	693,195,607		693,195,607	650,300,803
14.2 Funds held by or deposited with reinsured companies	13,527,020		13,527,020	17,264,533
14.3 Other amounts receivable under reinsurance contracts				
15. Amounts receivable relating to unissued plans	21,095	11,416	9,677	176,315
16.1 Current federal and foreign income tax recoverable and interest thereon	313,172,056		313,172,056	
16.2 Not deferred tax asset	1,189,261,090	164,825,490	1,024,435,600	846,790,256
17. Guaranty funds receivable or on deposit	33,248,457		33,248,467	32,558,328
18. Electronic data processing equipment and software	319,102,379	257,221,814	51,880,565	80,291,034
19. Furniture and equipment, including health care delivery assets (\$ 0)	129,614,225	129,014,225		
20. (Net adjustment in assets and liabilities due to foreign exchange rates				
21. Receivables from parent, subsidiaries and affiliates	346,223,617	610	346,223,007	312,158,656
22. Health care (\$ 0) and other amounts receivable				
23. Aggregate write-ins for other than invested assets	716,856,703	39,949,858	676,906,747	715,420,301
24. Total assets excluding Separate Accounts, Segregated Accounts and Protected Cell Accounts (Lines 10 to 23)	35,470,142,990	639,706,425	34,830,436,535	32,549,768,166
25. From Separate Accounts, Segregated Accounts and Protected Cell Accounts				
26. Total (Lines 24 and 25)	35,470,142,990	639,706,425	34,830,436,535	32,549,768,166

DETAILS OF WRITE-IN LINES			
0901.			
0902.			
0903.			
0909. Summary of remaining write-ins for Line 09 from overflow page			
0999. Totals (Lines 0901 through 0903 plus 0909) (Line 9 above)			
2301. Cash Surrender Value Life Insurance	383,284,396		383,284,396
2302. Amounts receivable under high deductible policies	172,919,800	115,054	172,804,746
2303. Other assets	132,716,697	39,644,806	93,071,891
2399. Summary of remaining write-ins for Line 23 from overflow page	27,534,610		27,534,610
2399. Totals (Lines 2301 through 2303 plus 2399) (Line 23 above)	716,856,703	39,949,858	676,906,747

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Railroad Constructors, Inc.
of 705 Mantua Ave., Paulsboro, NJ 08056, as Principal, and Liberty Mutual Insurance
Company of 175 Berkeley St., Boston, MA 02116, a corporation organized and existing under the laws of the State of Massachusetts with its principal office in the City of Philadelphia, as Surety, are held and firmly bound unto the State of West Virginia, as Obligee, in the penal sum of Five percent of bid (\$ 5% of bid) for the payment of which, well and truly to be made, we jointly and severally bind ourselves, our heirs, administrators, executors, successors and assigns.

The Condition of the above obligation is such that whereas the Principal has submitted to the Purchasing Section of the Department of Administration a certain bid or proposal, attached hereto and made a part hereof, to enter into a contract in writing for Crosstie Replacement, Surfacing, Regulating, Welding of Rail Joints, Culvert Replacement, and Railroad Crossing Replacement; Elkins, WV: RMA10030

NOW THEREFORE,

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

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

IN WITNESS WHEREOF, Principal and Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be affixed hereunto and these presents to be signed by their proper officers, this 22nd day of July, 2010.

Principal Corporate Seal

Railroad Constructors, Inc.

(Name of Principal)

By 

(Must be President or Vice-President)

Christopher Dalaisio President
(Title)

Surety Corporate Seal

Liberty Mutual Insurance Company

(Name of Surety)


Attorney-in-Fact
Jaquanda S. Martin

IMPORTANT – Surety executing bonds must be licensed in West Virginia to transact surety insurance. Raised corporate seals must be affixed, a power of attorney must be attached.

CONSENT OF SURETY

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the sum of \$1.00, lawful money of the United States of America, the receipt whereof is hereby acknowledged, paid the undersigned corporation, and for other valuable consideration, the Liberty Mutual Insurance Company

organized and existing under the laws of the State of MA and

licensed to do business in the State of WV certifies and agrees, that if contract for Crosstie Replacement, Surfacing, Regulating, Welding of Rail Joints, Culvert Replacement and Railroad Crossing Replacement; Elkins, WV: RMA 10030

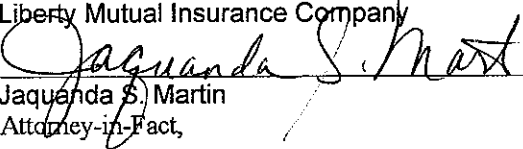
The State of West Virginia c/o
for Dept. of Administration Building 15

is awarded to Railroad Constructors,

Inc. the undersigned Corporation will execute the bond or bonds as required of the contract documents and will become Surety in the full amount set forth in the contract documents for the faithful performance of all obligations of the Contractor.

Signed and sealed this 22nd day of July, 2010

Liberty Mutual Insurance Company


Jaquanda S. Martin
Attorney-in-Fact,

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

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

LIBERTY MUTUAL INSURANCE COMPANY
BOSTON, MASSACHUSETTS
POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS: That Liberty Mutual Insurance Company (the "Company"), a Massachusetts stock insurance company, pursuant to and by authority of the By-law and Authorization hereinafter set forth, does hereby name, constitute and appoint STEVEN G. RAFFUEL, DONNA M. CHIANCONE, LAURIE KURTZ, HARRY R. JOHNSON, JAQUANDA S. MARTIN, ALL OF THE CITY OF MARLTON, STATE OF NEW JERSEY.....

, each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations in the penal sum not exceeding TWO HUNDRED FIFTY MILLION AND 00/100***** DOLLARS (\$ 250,000,000.00*****) each, and the execution of such undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company in their own proper persons.

That this power is made and executed pursuant to and by authority of the following By-law and Authorization:

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

By the following instrument the chairman or the president has authorized the officer or other official named therein to appoint attorneys-in-fact:

Pursuant to Article XIII, Section 5 of the By-Laws, Garnet W. Elliott, Assistant Secretary of Liberty Mutual Insurance Company, is hereby authorized to appoint such attorneys-in-fact as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

That the By-law and the Authorization set forth above are true copies thereof and are now in full force and effect.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Company and the corporate seal of Liberty Mutual Insurance Company has been affixed thereto in Plymouth Meeting, Pennsylvania this 16th day of February 2010

LIBERTY MUTUAL INSURANCE COMPANY

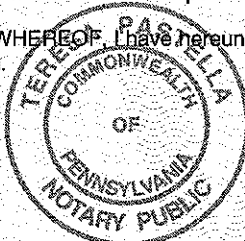
By Garnet W. Elliott, Assistant Secretary



COMMONWEALTH OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 16th day of February, 2010, before me, a Notary Public, personally came Garnet W. Elliott, to me known, and acknowledged that he is an Assistant Secretary of Liberty Mutual Insurance Company; that he knows the seal of said corporation; and that he executed the above Power of Attorney and affixed the corporate seal of Liberty Mutual Insurance Company thereto with the authority and at the direction of said corporation.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Plymouth Twp., Montgomery County
My Commission Expires March 28, 2013
Member, Pennsylvania Association of Notaries

By Teresa Pastella, Notary Public

CERTIFICATE

I, the undersigned, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the officer or official who executed the said power of attorney is an Assistant Secretary specially authorized by the chairman or the president to appoint attorneys-in-fact as provided in Article XIII, Section 5 of the By-laws of Liberty Mutual Insurance Company.

This certificate and the above power of attorney may be signed by facsimile or mechanically reproduced signatures under and by authority of the following vote of the board of directors of Liberty Mutual Insurance Company at a meeting duly called and held on the 12th day of March, 1980.

VOTED that the facsimile or mechanically reproduced signature of any assistant secretary of the company, wherever appearing upon a certified copy of any power of attorney issued by the company in connection with surety bonds, shall be valid and binding upon the company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said company, this 22nd day of July, 2010.



By David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.



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

STATE OF New Jersey
COUNTY OF Gloucester, TO-WIT:

I, Christopher Dalaisio, after being first duly sworn, depose and state as follows:

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

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

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

Railroad Constructors, Inc.
(Company Name)

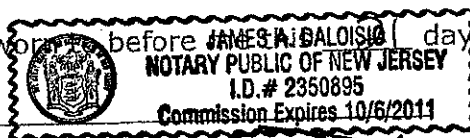
By: Christopher Dalaisio

Title: President

Date: 7/21/10

Taken, subscribed and sworn to before JAMES A. DALOISIO day of July 2010

By Commission expires



(Seal)

[Signature]
(Notary Public)

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

RFQ No. RMA10030

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

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

DEFINITIONS:

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

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

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

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

WITNESS THE FOLLOWING SIGNATURE

Vendor's Name: Railroad Constructors, Inc.

Authorized Signature: [Signature] Date: 7/21/10

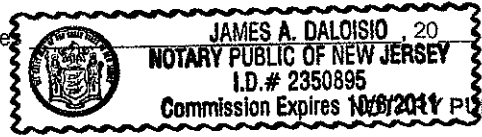
State of New Jersey

County of Gloucester, to-wit:

Taken, subscribed, and sworn to before me this 21 day of July, 20 10

My Commission expires [Signature]

AFFIX SEAL HERE



[Signature]