



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
RMA11006

PAGE
1

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

VENDOR

RFQ COPY
 TYPE NAME/ADDRESS HERE

BALFOUR BEATTY RAIL INC
1600 ROUTE 136
WASHINGTON, PA 15301

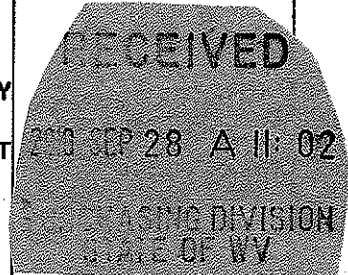
SUPPLIER

**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	FOB	FREIGHT TERMS
08/11/2010				

BID OPENING DATE: **09/09/2010** BID OPENING TIME: **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	EA		550-70		609,822.65
<p>EXPANSION OF GREEN SPRING INTERCHANGE</p> <p>REQUEST FOR QUOTATION (RFQ) CONSTRUCTION</p> <p>THE WEST VIRGINIA STATE PURCHASING DIVISION FOR THE AGENCY, THE WEST VIRGINIA STATE RAIL AUTHORITY, IS SOLICITING BIDS TO PROVIDE THE AGENCY WITH ALL LABOR AND MATERIALS FOR THE EXPANSION OF THE GREEN SPRINGS INTERCHANGE TRACKS ON THE SOUTH BRANCH VALLEY RAILROAD (SBVR) LOCATED IN PETERSBURG, WEST VIRGINIA PER THE ATTACHED SPECIFICATIONS.</p> <p>A MANDATORY PRE-BID WILL BE HELD ON AUGUST 26, 2010 AT 10:00 AM @ THE SOUTH MAIN STREET CROSSING IN PETERSBURG WV. CONTRACTORS WISHING TO ATTEND SHOULD INFORM FRANK WHITTAKER AT FRANK.M.WHITTAKER@WV.GOV BY AUGUST 24. 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.</p>						



SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *Frank Whittaker* TELEPHONE: 724-228-7636 DATE: 9/27/10

TITLE: REGIONAL MANAGER FEIN: 39-1611003 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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 304-558-2316**

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BBRI

**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	FOB	FREIGHT TERMS
08/11/2010				

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<p>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> <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>TECHNICAL QUESTIONS CONCERNING THIS SOLICITATION MUST BE SUBMITTED IN WRITING TO FRANK WHITTAKER IN THE WEST VIRGINIA STATE PURCHASING DIVISION VIA MAIL AT THE ADDRESS SHOWN IN THE BODY OF THIS RFQ, VIA FAX AT 304-558-4115, OR VIA EMAIL AT FRANK.M.WHITTAKER@WV.GOV. DEADLINE FOR ALL TECHNICAL QUESTIONS IS 08/31/2010 AT THE CLOSE OF BUSINESS. ANY TECHNICAL QUESTIONS RECEIVED WILL BE ANSWERED BY FORMAL ADDENDUM TO BE ISSUED BY THE PURCHASING DIVISION AFTER THE DEADLINE HAS LAPSED.</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</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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TITLE	FEIN <i>39-1611003</i>	ADDRESS CHANGES TO BE NOTED ABOVE

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<p>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 PERFORMED BY JUNE 30, 2011. THE FULLY EXECUTED PURCHASE WILL CONSIDERED NOTICE TO PROCEED; HOWEVER, THE SUCCESSFUL VENDOR SHOULD COORDINATE ALL WORK WITH THE AGENCY.</p> <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 GRANT 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>						

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SIGNATURE <i>R. L. Williams</i>	TELEPHONE	DATE <i>9/27/10</i>
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				<p>(XX) INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF COMMERCIAL GENERAL LIABILITY INSURANCE PRIOR TO ISSUANCE OF CONTRACT. UNLESS OTHERWISE SPECIFIED IN THE BID DOCUMENTS, THE MINIMUM AMOUNT OF INSURANCE COVERAGE REQUIRED IS \$250,000.</p> <p>() BUILDERS RISK INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF BUILDERS RISK - ALL RISK INSURANCE IN AN AMOUNT EQUAL TO 100% OF THE AMOUNT OF THE CONTRACT.</p> <p>(XX) BONDS: FIVE PERCENT (5%) OF THE TOTAL AMOUNT OF THE BID PAYABLE TO THE STATE OF WEST VIRGINIA, SHALL BE SUBMITTED WITH EACH BID AS A BID BOND. THE SUCCESSFUL BIDDER SHALL ALSO FURNISH A PERFORMANCE BOND AND LABOR/MATERIAL BOND FOR 100% OF THE AMOUNT OF THE CONTRACT. BONDS MAY BE PROVIDED IN THE FORM OF A CERTIFIED CHECK, IRREVOCABLE LETTER OF CREDIT, OR BOND FURNISHED BY A SOLVENT SURETY COMPANY AUTHORIZED TO DO BUSINESS IN 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>		

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SIGNATURE *W. H. Williams* TELEPHONE DATE 9/27/10

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<p>IN ACCORDANCE WITH WEST VIRGINIA CODE 5-19-1 ET., SEQ., EVERY CONTRACT FOR CONSTRUCTION, RECONSTRUCTION, ALTERATION, REPAIR, IMPROVEMENT OR MAINTENANCE OF PUBLIC WORKS, WHERE THE COST IS MORE THAN \$50,000 AND, IN THE CASE OF STEEL ONLY, WHERE THE COST OF STEEL IS MORE THAN \$50,000 OR WHERE MORE THAN 10,000 POUNDS OF STEEL ARE REQUIRED, THE STATE WILL ACCEPT ONLY ALUMINUM GLASS, OR STEEL PRODUCTS PRODUCED IN THE UNITED STATES. IN ADDITION, ITEMS OF MACHINERY OR EQUIPMENT PURCHASED FOR USE AT THE SITE OF PUBLIC WORKS SHALL BE MADE OF DOMESTIC ALUMINUM, GLASS OR STEEL, UNLESS THE COST OF THE PRODUCT IS LESS THAN \$50,000 OR LESS THAN 10,000 POUNDS OF STEEL ARE USED IN PUBLIC WORKS PROJECTS.</p> <p>FOREIGN MADE ALUMINUM, GLASS OR STEEL PRODUCTS MAY BE ACCEPTED ONLY IF THE COST OF DOMESTIC PRODUCTS IS FOUND TO BE UNREASONABLE. SUCH COST IS UNREASONABLE IF IT IS 20% OR MORE HIGHER THAN THE BID PRICE FOR FOREIGN MADE 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>						

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SIGNATURE <i>A. L. Williams</i>	TELEPHONE	DATE <i>9/27/10</i>
TITLE	FERN <i>39-1611003</i>	ADDRESS CHANGES TO BE NOTED ABOVE

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PAGE
6

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<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> <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>						

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BALFOUR BEATTY RAIL INC
1604 ROUTE 136
WASHINGTON, PA 15301

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EXHIBIT 10						
ADDENDUM ACKNOWLEDGEMENT						
I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.						
ADDENDUM NOS.:						
NO. 1						
I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF THE BIDS.						
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.						
..... <i>Ch. Lee Williams</i>					SIGNATURE	
..... <i>BALFOUR BEATTY RAIL INC</i>					COMPANY	

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SIGNATURE <i>Ch. Lee Williams</i>	TELEPHONE 724-228-7636	DATE 9/27/10
TITLE <i>REGIONAL MANAGER</i>	FBN 39-1611003	ADDRESS CHANGES TO BE NOTED ABOVE

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<p>.....DATE</p> <p>REV. 11/96</p> <p>CONTRACTORS LICENSE</p> <p>WEST VIRGINIA STATE CODE 21-11-2 REQUIRES THAT ALL PERSONS DESIRING TO PERFORM CONTRACTING WORK IN THIS STATE MUST BE LICENSED. THE WEST VIRGINIA CONTRACTORS LICENSING BOARD IS EMPOWERED TO ISSUE THE CONTRACTORS LICENSE. APPLICATIONS FOR A CONTRACTORS LICENSE MAY B MADE BY CONTACTING THE WEST VIRGINIA DIVISION OF LABOR CAPITOL COMPLEX, BUILDING 3, ROOM 319, CHARLESTON, WV 25305. TELEPHONE: (304) 558-7890.</p> <p>WEST VIRGINIA STATE CODE 21-11-11 REQUIRES ANY PROSPECTIVE BIDDER TO INCLUDE THE CONTRACTORS LICENSE NUMBER ON THEIR BID.</p> <p>BIDDER TO COMPLETE:</p> <p>CONTRACTORS NAME: <i>BALFOUR BEATTY RAIL INC</i></p> <p>CONTRACTORS LICENSE NO.: <i>WV 041917</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</p>						

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SIGNATURE <i>Frank Whittaker</i>	TELEPHONE <i>724-228-1636</i>	DATE <i>9/27/10</i>
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SHIPP TO
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 (DBA) SOUTH BRANCH VALLEY
 RAILROAD
 120 WATER PLANT DRIVE
 MOOREFIELD, WV
 26836 304-538-2305**

DATE PRINTED 08/11/2010	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
-----------------------------------	---------------	----------	-----	---------------

BID OPENING DATE: **09/09/2010** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>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 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="text-align: center;">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: FRANK WHITTAKER-FILE 44</p> <p>REQ. NO.: RMA11006</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Frank Whittaker</i>	TELEPHONE	DATE 9/27/10
TITLE	FEBN 39-1611003	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
RMA11006

PAGE
10

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

RFQ COPY
 TYPE NAME/ADDRESS HERE

VENDOR

BALCON BEATTY RAIL
1600 ROUTE 136
WASHINGTON, PA 15301

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
08/11/2010				

BID OPENING DATE: **09/09/2010** BID OPENING TIME: **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>BID OPENING DATE: 09/09/2010</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>----- <i>724-884-0025</i> -----</p> <p>PLEASE PRINT OR TYPE NAME OF PERSON TO CONTACT CONCERNING THIS QUOTE:</p> <p>----- <i>LEE WILLIAMS</i> -----</p>						
<p>***** THIS IS THE END OF RFQ RMA11006 ***** TOTAL:</p>						<p><i>\$ 609,822.65</i></p>

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>L. Williams</i>	TELEPHONE <i>724 228 7636</i>	DATE <i>9/27/10</i>
TITLE <i>REGIONAL MANAGER</i>	FEIN <i>39-1611003</i>	ADDRESS CHANGES TO BE NOTED ABOVE

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

Request for Quote

The West Virginia Purchasing Division, for the West Virginia State Rail Authority (SRA), is soliciting bids for the expansion of the Green Spring interchange tracks on the South Branch Valley Railroad (SBVR).

DESCRIPTION OF WORK

The South Branch Valley Railroad interchange tracks at Green Spring need to be extended to accommodate 90-car unit trains from CSX. The north switch for the siding must be relocated 100 feet further north so that a 90-car train can fit between the siding switches. This will require some fill work to widen the grade. The turnout for the stub track at the south end of the siding needs to be rebuilt to a "ladder" configuration. The stub track must be extended approximately 1,875 feet and tied back into the siding to create a double-ended track to hold 30 cars. (Attachment A).

CONDUCT OF WORK

General

The interchange tracks are located in the SBVR's Green Spring Yard Limits. The SBVR and CSX operate jointly within these limits. The CSX local operates Monday through Friday. Unit trains arrive approximately every 8 to 9 days on any day of the week. SBVR crews typically work Monday through Friday but may also work on weekends to handle inbound or outbound unit trains. The contractor will be given 60 hours over a weekend (Friday evening to Monday morning) to relocate the north switch and place the main track and siding back in service. A similar outage will be given for reconfiguring the switch at the south end of the siding.

There will be a mandatory pre-construction meeting held with the successful contractor prior to the start of work. This meeting will be held with SRA and SBVR employees and the contractor's project manager. The purpose of this meeting is to assure that everyone understands the entire scope of work as outlined in the awarded purchase order.

A weekly status report must be submitted to the SBVR. This report will be signed by the contractor and railroad representative and will list the work completed for the week. A final inspection of all completed work will be conducted by the contractor, SRA and SBVR to assure that all work is completed as stated in the specifications. Final payment will be withheld until this inspection is complete.

The contractor will comply with all safety rules and regulations as required by the Federal Railroad Administration, SBVR and other parties as applicable. An SBVR employee will obtain the necessary work authorities and provide radio communication.

The contractor is responsible for clean-up of the work site. All materials, debris and refuse will be removed from railroad property and disposed of properly.

Materials and equipment can be stored at Green Spring on SBVR property. The access road beside the siding and the two private road crossings must be kept open. No materials or equipment may be placed on property adjacent to the SBVR right of way without the property owner's permission.

The contractor will use Heavy & Highway Construction Rates as established for Hampshire County. These rates are pursuant to WV Code § 21-5A, et. Seq. and are available at www.wvsos.com/adlaw/wagerates. The contractor will be responsible for submitting certified payrolls to the SRA.

Grade Preparation

Contractor will widen the grade for the north end track extension in accordance with drawings and specifications provided by SBVR. The access road grade will need to be widened 15 feet for a distance of 1,700 feet. The embankment is approximately six feet high. Several small trees will need to be removed in widening the grade. The grade for the third track will be built on the grade of the existing access road. A corrugated metal culvert will be extended under the new third track.

Turnouts and Track Layout

All three turnouts in this project are 132RE No. 10 RBM turnouts. They will be built to AREMA design specifications. Filter fabric will be placed under the ballast and switch stands shall be placed eight feet from the center line of the track. The point of switch for the north siding switch and the north runaround switch will be marked in the field. The south runaround switch will be repositioned into a "ladder" arrangement such that the diverging side goes to the siding and the straight side goes to the runaround. The existing 14' track centers shall be maintained where the main and siding are extended. The centers of the siding and the runaround shall be 15' apart. The runaround will be 2,275 feet long including the turnout on the north end of that track. Of this length, 400 feet are already in place reducing the length to build to 1,875 feet.

RR
SUPPLIES
ALL BALLAST-

Crossties

Crossties will not be spaced in excess of 24" centers on new track. Where an existing tie is being respiked, it must be adzed, when necessary, to give the tie plate a full bearing across the tie and parallel with the plane of the track. Spike holes shall be plugged prior to placement of rail. Before placing tie plates on the tie, dirt and other substances shall be removed from the bottom of the tie plate and the top of the tie. Care must be taken that canted tie plates incline toward the center of the track and that plates having a different amount of cant or flat plates are not mixed.

Rail

Rails shall be placed so that the joints in each line of rail shall be within the middle half of the opposite length of rail. To minimize the cutting of full length rails, short rails may be used in adjusting for proper spacing of joints, but no less than 33 feet in curves or 19'6" on tangents shall be used.

Flame cutting of rail shall not be permitted. Rail shall be cut with a rail saw. Bolt holes shall be drilled, not torch cut.

The bottom of the rail shall be cleaned before rail is laid. Rails shall be laid one at a time and, to ensure good adjustment, the rail ends brought squarely together against suitable rail expansion shims and bolted before spiking.

Bolted joints are to be centered between ties when possible. Field welded joints are to be centered between ties. Rail joints will not be placed in grade crossings, including road shoulders.

Spiking

Rail will be gaged to 56 ½ inches plus or minus ¼ inch measured on a plane 5/8 inch below top of rail. All ties shall be spiked with new spikes in the appropriate pattern as required by SBVR standards. Old spikes will not be reused. Spikes shall be started and driven vertically and square with the rail. Spikes shall have full bearing against the side of the rail base. Spikes shall not be overdriven; a gap of 1/8 to 3/16 inch shall remain between the underside of the spike and the top of the rail base.

Rail Anchoring

Rail anchors shall be securely fastened to the rail and have a solid bearing against the ties. They shall not be moved by driving them along the rail. Turnouts will have all ties possible box anchored on the through and diverging routes. New track will have every fourth tie box anchored.

Ballast Section

There will be six inches of ballast between the ends of the ties and the slope of the ballast shoulder. Cribs will be filled but no ballast will be left on top of the ties.

Surfacing and Alinement

New track will be surfaced to match existing tracks. All turnouts except the crossover at MP 1 will be tamped. When surfacing a turnout, tamping will continue for a distance of at least 100 feet beyond the turnout to ensure uniform surface through the turnout. Two insertions will be made for each tie.

MATERIALS

SBVR will provide ballast at the job site.

Contractor will provide the following:

All materials must conform to AREMA design specifications where applicable.

1. Turnouts: One reconditioned 132RE #10 RBM turnout per AREMA design specifications. Switch stand will be the New Century adjustable type with a bow handle. Components of the other two existing turnouts will be reused in the new locations.
2. Switch Ties: Three sets of switch ties will be needed for the three No. 10 turnouts. Switch ties will be 100% end-plated, mixed hardwoods and oak, creosote pressure-treated to 7# or refusal.
3. Crossties: Ties shall be 7"x 9"x 8'6" industrial grade ties. The specifications set forth in Chapter 3 of the AREMA specifications will govern. The ties will be 100% end-plated, mixed hardwoods and oak, creosote pressure-treated to 7# or refusal. 1,100 crossties will be needed for the new runaround track.

4. Filter Fabric: For use beneath all three turnouts. It shall be sixteen-ounce needle punch, non-woven.
5. Tie Plates: Tie plates for the 132RE rail shall be double shouldered and inclined-surfaced with all plates having 1:40 cant. They shall have eight square spike holes. Round holes are not acceptable. Plates shall not be bent or have excessively worn spike holes. They shall be a minimum of 13 inches in length and 7-3/4 inches in width.
6. Tie Plugs: Tie plugs shall be 5/8 inch and creosote-treated. Foam spike hole filler is not to be used.
7. Track Spikes: Spikes shall be new 5/8 inch by 6 inch
8. Rail Anchors: These shall be new drive-on design and be the proper size for the rail to which they are applied.
9. Track Bolts: New standard heat-treated carbon steel track bolts and nuts shall conform to the type and weight of the track material being used. Spring washers of the appropriate size shall be used on each bolt.
10. Rail: Rail shall conform to the following:
 - a. Wear shall be no greater than 1/4" on both the top and gage side.
 - b. Rails shall be straight horizontally except that not more than 10% of the order may have horizontal curves not greater than indicated by the mid-ordinate of 1/4" in thirty feet.
 - c. Rails shall be straight vertically with no upsweep or droop permissible.
 - d. Rails shall be clean in appearance and free of obvious defects. Slight indentations or spike notching with a maximum depth of 1/8" and maximum length of 3/4" is permissible. Slight pitting is also allowable. Webs must be free of visual defects. Slight pitting is permissible. Rails shall have gage wear on one side only. Metal flow on rail head shall not exceed 1/8" per side. Engine burns shall not be greater than 1/2" wide by 1 1/2" long by 1/16" deep, shall not exceed two per rail and shall affect no more than 10% of the entire order.
 - e. Manganese steel rails shall not be provided. All rails shall be control cooled in accordance with AREMA specifications in effect at the time of the rail's manufacture.
11. Joint Bars: Six holes per bar with drilling pattern to match the above rail.

No materials or equipment may be placed on property adjacent to the right of way without the property owner's permission. All debris, refuse and other materials shall be removed from the SBVR right of way and disposed of properly.

COMPLETION DATE

The completion date for this project is June 30, 2011. The cost to the SBVR for the administration of the contract as well as train delays that will be incurred after that date make it necessary for the SBVR to assess liquidated damages against the contractor for each calendar day any work remains uncompleted after that date. The charge will be \$500.00 per day.

BID REQUIREMENTS

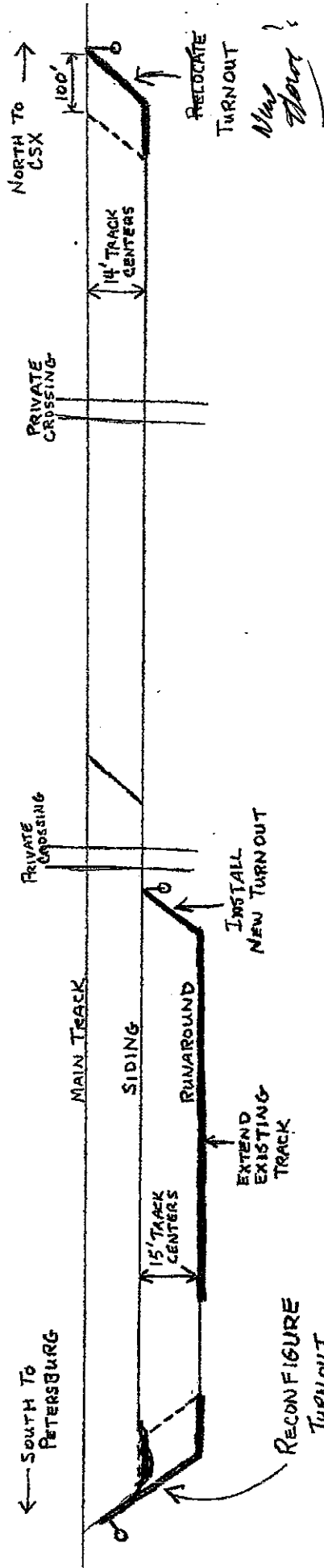
Interested bidders must attend a mandatory prebid meeting to be held on August 26, 2010 at 10:00 am at the SBVR interchange tracks at Green Spring, WV. Contractors wishing to attend should inform Frank Whittaker at 304-558-2316 by August 24, 2010. Questions prior to the prebid meeting must be submitted in writing and will be addressed at the meeting. Please e-mail any questions to Frank Whittaker at frank.m.whittaker@wv.gov. All questions prior to the prebid meeting and all questions after the prebid meeting are to go to Frank Whittaker at the Purchasing Division. Other than questions addressed the day of the prebid meeting, contractors are not to contact the State Rail Authority directly.

The contractor must have previous experience with railroad track maintenance and construction.

Bid must be one lump sum including all associated costs for the project. The project will be awarded to the lowest qualified bidder.

EXPANSION OF SOUTH BRANCH VALLEY RAILROAD INTERCHANGE TRACKS

AT GREEN SPRING, WEST VIRGINIA



- - - EXISTING
- - - REMOVED
- NEW

EXIST RH

Connect to LH.

Connect to Siding



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
RMA11006

PAGE
1

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

PROPERTY

RFQ COPY
 TYPE NAME/ADDRESS HERE

BALFOUR BEATTY RAIL INC
1600 ROUTE 136
WASHINGTON, PA 15301

PROPERTY

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	FOB	FREIGHT TERMS
08/19/2010				

BID OPENING DATE: **09/09/2010** BID OPENING TIME: **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
				ADDENDUM #01		
				THIS ADDENDUM IS ISSUED TO CORRECT THE MANDATORY PRE-BID LOCATION AS STATED BELOW:		
				LOCATION: SEVR INTERCHANGE TRACKS, GREEN SPRINGS, WV		
				CONTACT: CINDY BUTLER AT (304) 538-2305 FOR ADDITIONAL DIRECTIONS		
				DATE & TIME: AUGUST 26, 2010; 10:00 AM		
0001	1	EA		EXPANSION OF GREEN SPRING INTERCHANGE		\$ 609,822.65
				***** THIS IS THE END OF RFQ RMA11006 ***** TOTAL:		\$ 609,822.65

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *W. L. Williams* TELEPHONE: **724-228-7636** DATE: **9/27/10**

TITLE: **REGIONAL MANAGER** FEIN: **39-1611003** 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).



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
RMA11006

PAGE
1

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

VENDOR

Balfour Beatty Rail
 1600 Route 136
 Washington PA 15301

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
09/03/2010				

BID OPENING DATE: 09/28/2010 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
				ADDENDUM NO. 2		
				<p>*****</p> <p>THIS ADDENDUM IS ISSUED TO PROVIDE THE ATTACHED MANDATORY PRE-BID SIGN IN SHEET AND TO EXTEND THE BID OPENING DATE AND TIME.</p> <p>THE BID OPENING DATE AND TIME ARE CHANGED TO: 09/28/2010 AT 1:30 PM</p> <p>TECHNICAL QUESTIONS AND ANSWERS WILL BE ISSUED IN A SUBSEQUENT ADDENDUM.</p> <p>*****</p>		
001	1	EA		550-70		\$609,822.65
				EXPANSION OF GREEN SPRING INTERCHANGE		

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Ch Lee Williams</i>	TELEPHONE 724-228-7636	DATE 9/27/10
TITLE <i>REGIONAL MANAGER</i>	FEIN 39-1611003	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
RMA11006

PAGE
1

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

VENDOR

Balfour Beatty Rail
 1600 Route 136
 Washington PA 15301

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
09/14/2010				

BID OPENING DATE: 09/28/2010 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM #03						
THIS ADDENDUM IS ISSUED TO ANSWER QUESTIONS FROM THE PRE-BID HELD 8/26/2010 AND ISSUE REVISED BID FORM PER THE ATTACHED DOCUMENTATION.						
NO ADDITIONAL QUESTIONS WILL BE ACCEPTED OR ACKNOWLEDGED.						
0001	1	EA		550-70		\$ 609,822.65
EXPANSION OF GREEN SPRING INTERCHANGE						
***** THIS IS THE END OF RFQ RMA11006 *****						TOTAL: \$ 609,822.65

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Walter Williams</i>	TELEPHONE 724-228-7636	DATE 9/27/10
TITLE REGIONAL MANAGER	FEIN 39-1611003	ADDRESS CHANGES TO BE NOTED ABOVE

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



**West Virginia Department of Transportation
State Rail Authority**

**Joe Manchin III
Governor**

120 Water Plant Drive, Moorefield, West Virginia 26836
304-538-2305 TDD 800-742-6991 Fax 304-538-7474
E-mail: John.J.Philbrick@wv.gov

To: All Attendees of the August 26, 2010 Prebid Meeting for the Expansion of the Green Spring Interchange on the South Branch Valley Railroad

From: John Philbrick, Superintendent

Date: September 9, 2010

RE: Addendum #3 to RFQ #RMA11006 – Expansion of Green Spring Interchange

Any items not specifically addressed in this addendum remain the same as stated in the original RFQ and any preceding addendum.

1. Track Diagram: Revision with correction at south end turnout (Attachment A).
2. Culvert at South End: Entire corrugated metal pipe under main track and siding shall be removed. New ties and ballast will be installed and track tamped.
3. North End: SBVR will extend and widen the grade at the north end. Contractor will install a reconditioned 132RE #10 RBM turnout, including new switch ties and filter fabric, at the new location. Switch material from the existing turnout will remain property of the SBVR.
4. Switch Ties: All three turnouts will receive new switch ties. Contractor will be responsible to properly dispose of the old switch ties.
5. Access Road: The roadway beside the new third track will be widened so that the road will be ten feet wide after the new track is built. The toe of the embankment slope must stop short of the fence. Two inches of crusher run will be placed on the surface of the road.
6. New Third Track: Ballast will be used to build up the grade for the new track. The 100# rail in the existing portion of the third track will not be replaced by the contractor.
7. Rail: All 132RE rail installed for this project will meet the specifications in the RFQ and be 39 feet long.
8. Crossties: The 1,100 ties required for this project are for connecting tracks to the relocated and reconfigured switches as well as extending the existing third track northward.

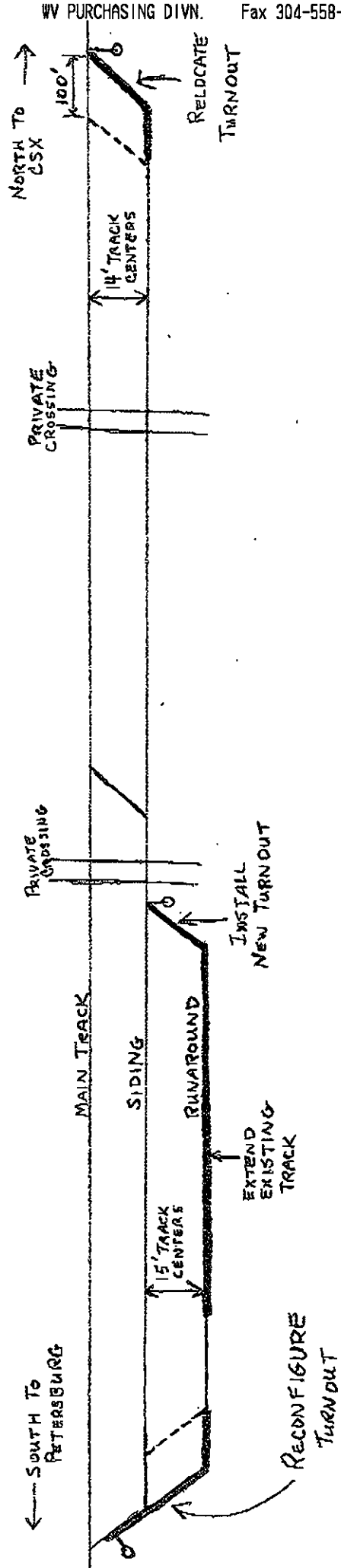
SBVR Green Spring Extension Cost Sheet

Line Item	Description	Unit Cost	Unit of Measure	Quantity	Extended Cost
	Grading				
1	Widen Road (compacted shale)	\$ 49.95	per cu. yd.	3,022	\$150,948.90
2	Grade for New Track (Ballast)	\$ 54.82	per cu. yd.	2,500	\$137,050.00
	Remove Culvert				
4	and replace ties and ballast above it	\$ 3,335.00	per culvert	1	\$ 3,335.00
	Turnouts				
5	Install North Main Track T.O. in new location and extend tracks	\$44,477.00	per turnout	1	\$44,477.00
6	Reconfigure South Siding T.O	\$20,725.00	per turnout	1	\$20,725.00
7	Install T.O. at North End of New Track	\$50,093.00	per turnout	1	\$50,093.00
	Construct New Track				
8		\$108.37	per track foot	1,875	\$203,193.75
Total Bid:					\$609,822.65

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.

EXPANSION OF SOUTH BRANCH VALLEY RAILROAD INTERCHANGE TRACKS AT GREEN SPRING, WEST VIRGINIA



- — — — — EXISTING
- - - - - REMOVED
- NEW

REVISED 8/26/10

ATTACHMENT "A"

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Balfour Beatty Rail, Inc.
of Jacksonville Florida, as Principal, and Travelers Casualty and Surety Company of
of Hartford Connecticut, a corporation organized and existing under the laws of the State of America
CT with its principal office in the City of Hartford, as Surety, are held and firmly bound unto the State
of West Virginia, as Obligees, in the penal sum of * See Below (\$ 5%) for the payment of which,
well and truly to be made, we jointly and severally bind ourselves, our heirs, administrators, executors, successors and assigns.
* Five (5) Percent of Amount Bid

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
Expansion of Green Spring Interchange Tracks on the South Branch Valley Railroad
(SBVR) Located in Petersburg, West Virginia

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 Obligees 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
9th day of September, 20 10.

Principal Corporate Seal

Balfour Beatty Rail, Inc.
(Name of Principal)

By [Signature]
(Must be President or
Vice President)

MARK SNAILHAM, VICE PRESIDENT
(Title)

Surety Corporate Seal

Travelers Casualty and Surety Company of America
(Name of Surety)

[Signature]
Rebecca E. Howard, Attorney-in-Fact

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

WV Non-Resident License No. 495268



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 221219

Certificate No. 003476053

KNOW ALL MEN BY THESE PRESENTS: That St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, that Farmington Casualty Company, Travelers Casualty and Surety Company, and Travelers Casualty and Surety Company of America are corporations duly organized under the laws of the State of Connecticut, that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

William G. Moody III, Patty L. Mills, Normandy Sutton, and Rebecca E. Howard

of the City of Atlanta, State of Georgia, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 14th day of May, 2009.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: [Signature]
George W. Thompson, Senior Vice President

On this the 14th day of May, 2009, before me personally appeared George W. Thompson, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2011.



[Signature]
Marie C. Tetreault, Notary Public



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

STATE OF PA

COUNTY OF WASHINGTON, TO-WIT:

I, LEE WILLIAMS, after being first duly sworn, depose and state as follows:

- 1. I am an employee of BALFOUR BEATTY RAIL INC; and,
(Company Name)
- 2. I do hereby attest that BALFOUR BEATTY RAIL 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.

BALFOUR BEATTY RAIL INC
(Company Name)

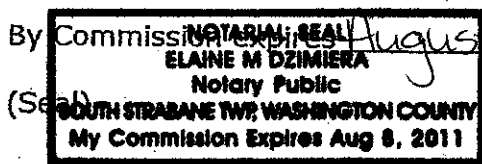
By: Lee Williams

Title: REGIONAL MANAGER

Date: 9/27/10

Taken, subscribed and sworn to before me this 27 day of Sept, 2010.

By Commission Expires August 8, 2011



Elaine M. Dzimiera
(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.

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 exceed 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: BALFOUR BEATTY RAIL INC

Authorized Signature: [Signature] Date: 9/27/10

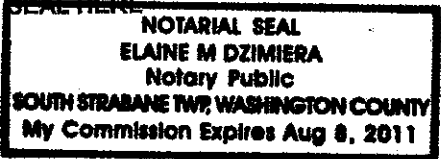
State of PA

County of WASHINGTON, to-wit:

Taken, subscribed, and sworn to before me this 27 day of September, 2010.

My Commission expires August 8, 2011.

AFFIX SEAL HERE



NOTARY PUBLIC [Signature]