



**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](http://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
RMA12010

PAGE
2

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

VENDOR

RFQ COPY  
 TYPE NAME/ADDRESS HERE

G.W. Peoples Contracting Co., Inc.  
 600 North Bell Avenue Bldg. #1 Suite 210  
 Carnegie, Pennsylvania 15106

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
09/27/2011				

BID OPENING DATE: 11/17/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<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 WV PURCHASING DIVISION VIA EMAIL AT FRANK.M.WHITTAKER@WV.GOV OR VIA FAX AT 304-558-4115. DEADLINE FOR ALL TECHNICAL QUESTIONS IS 11/01/2011 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 06/30/2012. THE AGENCY WILL ISSUE THE NOTICE TO PROCEED IN WRITING.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE (Signed) W. E. FREY, JR.	TELEPHONE 412-276-2342 Ext. 101	DATE 12-6-11
TITLE V. P. Operations	FEIN 25-1365856	ADDRESS CHANGES TO BE NOTED ABOVE

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





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				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.		
				( ) MAINTENANCE BOND: A TWO (2) YEAR MAINTENANCE BOND COVERING THE ROOFING SYSTEM WILL BE A REQUIREMENT OF THE SUCCESSFUL VENDOR.		
				REV. 11/00		
				EXHIBIT 7		
				DOMESTIC ALUMINUM, GLASS & STEEL IN PUBLIC WORKS PROJECTS		
				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		

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
(Signed) W. E. FREY, JR.	412-276-2342 Ext. 101	12-6-11
TITLE	FAX	ADDRESS CHANGES TO BE NOTED ABOVE
V.P. Operations	25-1365856	

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







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LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
NO. 2		11-15-11				
NO. 3		11-28-11				
NO. 4						
NO. 5						
<p>I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF THE BIDS.</p> <p>VENDOR MUST CLEARLY UNDERSTAND THAT ANY VERBAL REPRESENTATION MADE OR ASSUMED TO BE MADE DURING ANY ORAL DISCUSSION HELD BETWEEN VENDOR'S REPRESENTATIVES AND ANY STATE PERSONNEL IS NOT BINDING. ONLY THE INFORMATION ISSUED IN WRITING AND ADDED TO THE SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING.</p> <p><i>W. E. Frey, Jr.</i> .....SIGNATURE</p> <p>G.W. Peoples Contracting Company, Inc. COMPANY</p> <p>12-6-11 .....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</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	(Signed) W. E. FREY, JR.	TELEPHONE	412-276-2342 Ext. 101	DATE	12-6-11
TITLE	V.P. Operations	FEIN	25-1365856	ADDRESS CHANGES TO BE NOTED ABOVE	

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				MADE BY CONTACTING THE WEST VIRGINIA DIVISION OF LABOR CAPITOL COMPLEX, BUILDING 3, ROOM 319, CHARLESTON, WV 25305. TELEPHONE: (304) 558-7890.  WEST VIRGINIA STATE CODE 21-11-11 REQUIRES ANY PROSPECTIVE BIDDER TO INCLUDE THE CONTRACTORS LICENSE NUMBER ON THEIR BID.  BIDDER TO COMPLETE:  CONTRACTORS NAME: ... G.W. Peoples Contracting Company, Inc.  CONTRACTORS LICENSE NO.: WV040069  THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FURNISH A COPY OF THEIR CONTRACTORS LICENSE PRIOR TO ISSUANCE OF A PURCHASE ORDER/CONTRACT  APPLICABLE LAW  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.  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.  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.		

SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE	TELEPHONE	DATE	
(Signed) W. E. FREY, JR.	412-276-2342 Ext. 101	12-6-11	
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE	
V.P. Operations	25-1365856		

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LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
	REV. 5/2009					
	NOTICE					
	A SIGNED BID MUST BE SUBMITTED TO:					
	DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130					
	THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:					
	SEALED BID					
	BUYER:			44		
	REQ. NO.:			RMA12010		
	BID OPENING DATE:			11/17/2011		
	BID OPENING TIME:			1:30 PM		
	PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:					
	----- 412-276-2325 -----					
	PLEASE PRINT OR TYPE NAME OF PERSON TO CONTACT CONCERNING THIS QUOTE:					

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	(Signed) W. E. FREY, JR.	TELEPHONE	412-276-2342 Ext. 101	DATE	12-6-11
TITLE	V.P. Operations	FAX	25-1365856	ADDRESS CHANGES TO BE NOTED ABOVE	

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BID OPENING DATE: **11/17/2011** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
			William E. Frey, Jr.			
***** THIS IS THE END OF RFQ RMA12010 ***** TOTAL:						\$134,400.00

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
(Signed) W. E. FREY, JR.	412-276-2342 Ext. 101	12-6-11
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
V.P. Operations	25-1365856	

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000003

WEST VIRGINIA DEPARTMENT OF TRANSPORTATION

**State Rail Authority**

120 Water Plant Drive, Moorefield, West Virginia 26836  
(304) 538-2305 • TDD (800) 742-6991 • Fax (304) 538-7474

To: All Attendees of the October 26, 2011 Prebid Meeting for the Installation of Two Turnouts and Associated Trackwork on the South Branch Valley Railroad.

From: John Philbrick, Superintendent

Date: October 28, 2011

RE: Addendum to RFQ #RMA12010 – Two Turnouts and Associated Trackwork on SBVR

NOTE: This addendum replaces the original RFQ in its entirety.

DESCRIPTION OF WORK

Green Spring Turnout and Trackwork: Install a new or reconditioned 132RE #10 RBM turnout approximately 100 feet north of the existing turnout, remove the existing turnout, replace the old switch ties with new crossties and connect the side track with the new turnout. The point of switch for the turnout will be marked in the field.

Moorefield Turnout and Trackwork: Replace the existing feed mill switch with a new or reconditioned 132RE #8 RBM turnout.

CONDUCT OF WORK

General

The Green Spring site is located within yard limits. This is non-controlled track that is used jointly by SBVR and CSX train crews. The Moorefield site is also located within yard limits. SBVR will provide roadway worker protection and communication with the control office in Moorefield at both work sites. Contractor will be given a three-day window over a weekend for each location. SBVR must be given at least two weeks' notice to inform SBVR customers and CSX.

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 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.

The contractor is responsible for clean-up of the work site. All debris and refuse will be removed from SBVR property and disposed of properly. Old rail, switches and OTM will be placed in piles on the right of way clear of tracks and will remain the property of the SBVR.

On-track machinery and equipment can be stored on side tracks at Green Spring and Moorefield. There is no direct vehicular access to the Moorefield location. 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 (Green Spring) and Hardy (Moorefield) Counties. These rates are pursuant to WV Code § 21-5A, et. Seq. and are available at [www.wvsos.com/adlaw/wagerates](http://www.wvsos.com/adlaw/wagerates). The contractor will be responsible for submitting certified payrolls to the SRA.

#### Site Preparation

The SBVR has widened the grade at Green Spring for the new turnout and the extension of the side track. The light pole at Green Spring will be relocated by SBVR.

#### Turnouts and Track Layout

Both turnouts 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 Green Spring turnout will be marked in the field. Both turnouts will use bolted joints. The side track extension at Green Spring will have rail joints welded.

#### Ties

All ties shall be placed in the track at right angles to the centerline of the track. The end of the tie on the line side shall be 4'3" from the centerline of the track. Switch ties shall be lined on the straight side, unless otherwise noted on plans. Crossties will not be spaced in excess of 21" centers in main track or in excess of 24" in side tracks. Switch ties will be spaced according to design. 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.

Contractor will perform any welding or grinding necessary to correct rail end mismatch.

### Welded Rail Joints

Joints in the Green Spring side track extension are to be thermite welded per the manufacturer's instructions. Contractor will follow AREMA section 2.5 for thermite welding of rail joints. 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 SBVR.

### 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 (Attachment A). 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

The Green Spring side track extension will have every other tie box anchored, i.e., an anchor on each side of a tie, on both rails, or four (4) anchors applied to one tie. Ties on the main track at Green Spring will be box anchored for 200 feet north of the point of switch. The Green Spring and Moorefield turnouts will have all ties possible box anchored on the through and diverging routes. Anchors shall be applied to the gage side of the rail against the same tie face on opposite rails. 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.

### Ballast Section

There will be at least six inches of ballast between the filter fabric and bottom of switch ties. 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

Both turnouts and the new section of track at Green Spring will be surfaced and lined to match existing tracks. 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. Contractor will use a mechanical tamper. Two insertions will be made for each tie.

## MATERIALS

SBVR will provide the following:

1. Ballast at Moorefield. (Contractor will transport ballast to job site and place in track.)
2. A&K EZ-OP 51-A switch stand for Moorefield turnout (from existing turnout).
3. Switch plates for Moorefield turnout (from existing turnout).

Contractor will provide the following:

All materials must conform to AREMA design specifications where applicable.

1. Turnouts: One 132RB #8 RBMI turnout and one 132RE #10 RBMI turnout per AREMA design specifications. Switches may be new or reconditioned. Switch stand for the Green Spring turnout will be a new A&K EZ-OP 51-A. Self guarded frogs will not be accepted. The switch plates from the existing switch at Moorefield may be reused in the new switch.
2. Switch Ties: One set of switch ties for a #8 turnout and one set for a #10 turnout. 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 both 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 may also 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. 132RE 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.

12. Compromise Bars: 132RE/112RE, six holes per bar to connect Moorefield switch to feed mill lead.

13. Rail Weld Kits: Thermitic welds for the Green Spring side track extension.

14. Ballast: Contractor will provide ballast for Green Spring. The local supplier is Allegany Aggregates at 301-777-1777.

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

Contractor may have materials shipped to SBVR at Moorefield. The SBVR must be notified in advance of such deliveries. Contractor will be responsible for transportation of all materials it supplies to the work site.

#### COMPLETION DATE

The completion date for this project is June 30, 2012. 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

The contractor MUST have previous experience in railroad track construction.

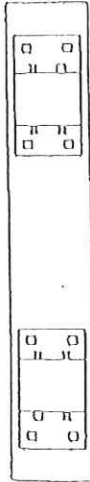
All questions are to go to Frank Whittaker at the Purchasing Division at 304-558-2316 or at [frank.m.whittaker@wv.gov](mailto:frank.m.whittaker@wv.gov). Contractors are not to contact the State Rail Authority directly. Contractor is to give a unit cost for each item listed on the cost sheet. Low bid will be determined by the lowest total amount for all unit costs multiplied by the quantities as listed on the attached cost sheet.

Attachment A

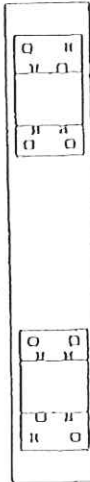
SPIKING PATTERN "A"



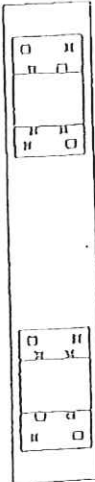
SPIKING PATTERN "B"



SPIKING PATTERN "C"



SPIKING PATTERN "D"



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

≡ - TRACK SPIKE

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

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

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

MAIN TRACK SPIKING PATTERNS  
SIDE TRACK SPIKING PATTERNS

### SBVR Turnout Installation Cost Sheet

Line Item	Description	Unit Cost	Unit of Measure	Quantity	Extended Cost
	Turnout Installation				
1	Green Spring Turnout - complete with associated trackwork	\$ 85,500.00	per turnout	1	\$ 85,500.00
2	Moorefield Turnout - complete with associated trackwork	\$ 48,900.00	per turnout	1	\$ 48,900.00
<b>Total Bid:</b>					<b>\$ 134,400.00</b>

**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.



Document A310  
**Bid Bond**

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

G.W. Peoples Contracting Company, Inc. (Here insert full name and address or legal title of contractor)  
600 North Bell Avenue, Bldg. #1, Suite 210 Carnegie, PA 15106

as Principal, hereinafter called the Principal, and  
**INTERNATIONAL FIDELITY INSURANCE COMPANY** (Here insert full name and address or legal title of Surety)

a corporation duly organized under the laws of the State of New Jersey  
as Surety, hereinafter called the Surety, are held and firmly bound unto  
West Virginia Rail Authority RMA 12010 (Here insert full name, address or legal title of Owner)  
2019 Washington Street E Charleston, WV 25305

as Obligee, hereinafter called the Obligee, in the sum of Five Percent of Amount Bid

Dollars (\$5% ),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for (Here insert full name, address and description of project)  
Two Turnouts and Associated Trackwork on SBVR

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

Signed and sealed this 17th day of November, 2011

(Witness)

(Witness) Barbara A. Leeper

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

President (Title)

**INTERNATIONAL FIDELITY INSURANCE CO.**

(Surety) (Seal)

Josephine M. Streyle (Title)

ATTORNEY-IN-FACT

Tel (973) 624-7200

# POWER OF ATTORNEY INTERNATIONAL FIDELITY INSURANCE COMPANY

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

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

Josephine M. Streyle as attorney-in-fact to execute the following Surety bond:

Surety Bond Number: Bid Bond  
Principal: G.W. Peoples Contracting Company, Inc.  
Obligee: West Virginia Rail Authority RMA 12010

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

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

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

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

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

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

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



IN TESTIMONY WHEREOF, INTERNATIONAL FIDELITY INSURANCE COMPANY has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 29th day of August, A.D. 2003.

STATE OF NEW JERSEY  
County of Essex

INTERNATIONAL FIDELITY INSURANCE COMPANY

*[Signature]*  
Secretary

On this 29th day of August 2003, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said the he is the therein described and authorized officer of the INTERNATIONAL FIDELITY INSURANCE COMPANY; that the seal affixed to said instrument is the Corporate Seal of said Company; that the said Corporate Seal and his signature were duly affixed by order of the Board of Directors of said Company.



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

*[Signature]*

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

### CERTIFICATION

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

IN TESTIMONY WHEREOF, I have hereunto set my hand this 17th day of November, 2011

*[Signature]*  
Assistant Secretary



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

STATE OF Pennsylvania

COUNTY OF Allegheny, TO-WIT:

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

- 1. I am an employee of G.W. Peoples Contracting Co. Inc.; and,  
(Company Name)
- 2. I do hereby attest that G.W. Peoples Contracting Co. 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.

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

By: William E. Frey, Jr.  
William E. Frey, Jr.

Title: Vice President Operations

Date: 12-6-11

Taken, subscribed and sworn to before me this 6th day of December, 2011

COMMONWEALTH OF PENNSYLVANIA  
 By Commission expires March 5, 2013  
 Gerri L. Acton, Notary Public  
 Stockdale Boro, Washington County  
 My Commission Expires March 5, 2013  
 Member, Pennsylvania Association of Notaries

Gerri L. Acton  
(Notary Public)

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

RFQ No. RMA 12010

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: G.W. Peoples Contracting, Co. Inc.

Authorized Signature: *[Signature]* Date: 12-6-11

State of Pennsylvania

County of Allegheny, to-wit:

Taken, subscribed, and sworn to before me this 6th day of December, 2011.

My Commission expires March 5, 2013.

AFFIX SEAL HERE

NOTARY PUBLIC

*[Signature]*

