



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  
 RMA12032

PAGE  
 1

ADDRESS CORRESPONDENCE TO ATTENTION OF:  
 PAUL REYNOLDS  
 304-558-0468

\*511151338 412-276-2342  
 GW PEOPLES CONTRACTING CO INC  
 600 N BELL AVE BLDG 1 STE 210  
 CARNEGIE PA 15106

VENDOR

SHIP TO

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
05/18/2012				

BID OPENING DATE: 06/21/2012 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
001		EA		550-70		\$1,582,272.00
SIGNS, RAILROAD CROSSING (ELECTRIC)  THE WEST VIRGINIA STATE PURCHASING DIVISION FOR THE AGENCY, WEST VIRGINIA STATE RAIL AUTHORITY IS SOLICITING BIDS FOR CROSSTIE REPLACEMENT SURFACING, REGULATING, RAIL REPLACEMENT, TRACK ADJUSTMENT AND PRIVATE CROSSING REPLACEMENT, PER THE ATTACHED SPECIFICATIONS. ALL WORK IS LOCATED ON THE WEST VIRGINIA CENTRAL RAILROAD.  TECHNICAL QUESTIONS CONCERNING THIS SOLICITATION MUST BE SUBMITTED IN WRITING TO PAUL REYNOLDS IN THE WEST VIRGINIA STATE PURCHASING DIVISION VIA FAX AT 304-558-4115 OR VIA EMAIL AT PAUL.REYNOLDS@WV.GOV  DEADLINE FOR ALL TECHNICAL QUESTIONS IS 05/30/12, AT THE MANDATORY PRE-BID MEETING  ANY TECHNICAL QUESTIONS RECEIVED WILL BE ANSWERED BY FORMAL WRITTEN ADDENDUM TO BE ISSUED BY THE PURCHASING DIVISION AFTER THE DEADLINE HAS LAPSED.  VERBAL COMMUNICATION: ANY VERBAL COMMUNICATION BETWEEN THE VENDOR AND ANY STATE PERSONNEL IS NOT BINDING, INCLUDING THOSE MADE AT THE PRE-BID MEETING. ONLY INFORMATION ISSUED IN WRITING AND ADDED TO THE RFQ SPECIFICATIONS BY AN OFFICIAL WRITTEN ADDENDUM BY PURCHASING IS BINDING.  NO CONTACT BETWEEN THE VENDOR AND THE AGENCY IS PERMITTED WITHOUT THE EXPRESS CONSENT OF THE						

RECEIVED

2012 AUG -2 AM 9:43

WV PURCHASING DIVISION

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>W. Reynolds</i>	TELEPHONE 412-276-2342 Ext. 101	DATE 8-1-12
TITLE VP Operations	FEIN 25-1365856	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.html](http://www.state.wv.us/admin/purchase/vrc/hipaa.html) 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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304-558-0468

V E N D O R	*511151338      412-276-2342
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	600 N BELL AVE BLDG 1 STE 210
CARNEGIE PA 15106	

S H I P T O	WV STATE RAIL AUTHORITY
	(DBA) SOUTH BRANCH VALLEY
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<p>STATE BUYER. VIOLATION MAY RESULT IN REJECTION OF THE BID. THE STATE BUYER LISTED ABOVE IS THE SOLE CONTACT FOR ANY AND ALL INQUIRIES AFTER THIS RFQ HAS BEEN RELEASED.</p> <p>MANDATORY PRE-BID</p> <p>A MANDATORY PRE-BID WILL BE HELD ON 05/30/12, AT 10 AM, AT BELLINGTON YARD, IN BELLINGTON, WV. ALL INTERESTED PARTIES ARE REQUIRED TO ATTEND THIS MEETING. FAILURE TO ATTEND THE MANDATORY PRE-BID SHALL RESULT IN DISQUALIFICATION OF THE BID. NO ONE PERSON MAY REPRESENT MORE THAN ONE BIDDER.</p> <p>AN ATTENDANCE SHEET WILL BE MADE AVAILABLE FOR ALL POTENTIAL BIDDERS TO COMPLETE. THIS WILL SERVE AS THE OFFICIAL DOCUMENT VERIFYING ATTENDANCE AT THE MANDATORY PRE-BID. FAILURE TO PROVIDE YOUR COMPANY AND REPRESENTATIVE NAME ON THE ATTENDANCE SHEET WILL RESULT IN DISQUALIFICATION OF THE BID. THE STATE WILL NOT ACCEPT ANY OTHER DOCUMENTATION TO VERIFY ATTENDANCE. THE BIDDER IS RESPONSIBLE FOR ENSURING THEY HAVE COMPLETED THE INFORMATION REQUIRED ON THE ATTENDANCE SHEET. THE PURCHASING DIVISION AND THE STATE AGENCY WILL NOT ASSUME ANY RESPONSIBILITY FOR A BIDDER'S FAILURE TO COMPLETE THE PRE-BID ATTENDANCE SHEET. IN ADDITION, WE REQUEST THAT ALL POTENTIAL BIDDERS INCLUDE THEIR E-MAIL ADDRESS AND FAX NUMBER.</p> <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</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
	412-276-2342 Ext. 101	8-1-12
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
VP Operations	25-1365856	

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ATTENDANCE SHEET.						
ANY INDIVIDUAL SIGNING THIS BID IS CERTIFYING THAT: (1) HE OR SHE IS AUTHORIZED BY THE BIDDER TO EXECUTE THE BID OR ANY DOCUMENTS RELATED THERETO ON BEHALF OF THE BIDDER, (2) THAT HE OR SHE IS AUTHORIZED TO BIND THE BIDDER IN A CONTRACTUAL RELATIONSHIP, AND (3) THAT THE BIDDER HAS PROPERLY REGISTERED WITH ANY STATE AGENCIES THAT MAY REQUIRE REGISTRATION.						
EXHIBIT 5						
WEST VIRGINIA CODE 21-1D-5 PROVIDES THAT: ANY SOLICITATION FOR A PUBLIC IMPROVEMENT CONSTRUCTION CONTRACT REQUIRES EACH VENDOR THAT SUBMITS A BID FOR THE WORK TO SUBMIT AT THE SAME TIME AN AFFIDAVIT OF COMPLIANCE WITH THE BID. THE ENCLOSED 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.						
NOTICE TO PROCEED: THIS CONTRACT IS TO BE PERFORMED BY JUNE 30, 2013. UNLESS OTHERWISE SPECIFIED.						
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.						
WAGE RATES: THE CONTRACTOR OR SUBCONTRACTOR SHALL PAY THE HIGHER OF THE U.S. DEPARTMENT OF LABOR MINIMUM WAGE RATES AS ESTABLISHED FOR BARBOUR, RANDOLPH, AND						

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

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<p>ACCEPABLE IN LIEU OF THE 5% BID BOND, PERFORMANCE BOND, OR LABOR AND MATERIAL BOND.</p> <p>( ) MAINTENANCE BOND: A TWO (2) YEAR MAINTENANCE BOND COVERING THE ROOFING SYSTEM WILL BE A REQUIREMENT OF THE SUCCESSFUL VENDOR.</p> <p>REV. 11/00</p> <p>EXHIBIT 7</p> <p>DOMESTIC ALUMINUM, GLASS &amp; STEEL IN PUBLIC WORKS PROJECTS</p> <p>IN ACCORDANCE WITH WEST VIRGINIA CODE 5-19-1 ET., SEQ., EVERY CONTRACT FOR CONSTRUCTION, RECONSTRUCTION, ALTERATION, REPAIR, IMPROVEMENT OR MAINTENANCE OF PUBLIC WORKS, WHERE THE COST IS MORE THAN \$50,000 AND, IN THE CASE OF STEEL ONLY, WHERE THE COST OF STEEL IS MORE THAN \$50,000 OR WHERE MORE THAN 10,000 POUNDS OF STEEL ARE REQUIRED, THE STATE WILL ACCEPT ONLY ALUMINUM GLASS, OR STEEL PRODUCTS PRODUCED IN THE UNITED STATES. IN ADDITION, ITEMS OF MACHINERY OR EQUIPMENT PURCHASED FOR USE AT THE SITE OF PUBLIC WORKS SHALL BE MADE OF DOMESTIC ALUMINUM, GLASS OR STEEL, UNLESS THE COST OF THE PRODUCT IS LESS THAN \$50,000 OR LESS THAN 10,000 POUNDS OF STEEL ARE USED IN PUBLIC WORKS PROJECTS.</p> <p>FOREIGN MADE ALUMINUM, GLASS OR STEEL PRODUCTS MAY BE ACCEPTED ONLY IF THE COST OF DOMESTIC PRODUCTS IS FOUND TO BE UNREASONABLE. SUCH COST IS UNREASONABLE IF IT IS 20% OR MORE HIGHER THAN THE BID PRICE FOR FOREIGN MADE 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</p>						

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

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(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.						
REV. 11/96						
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      .. 6-8-12 .....						
NO. 2      .. 6-12-12 .....						
NO. 3      .. 6-27-12 .....						
NO. 4      .. 7-9-12 .....						
NO. 5      .. 7-20-12 .....						
I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF THE BIDS.						

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SIGNATURE *[Signature]*      TELEPHONE 412-276-2342 Ext. 101      DATE 8-1-12

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**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.: RMA12032**

**Instructions:** Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

**Acknowledgment:** I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

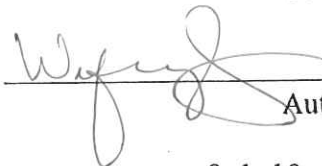
**Addendum Numbers Received:**  
(Check the box next to each addendum received)

- |  |  |
|--|--|
| <input checked="" type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6  |
| <input checked="" type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7  |
| <input checked="" type="checkbox"/> Addendum No. 3 | <input type="checkbox"/> Addendum No. 8  |
| <input checked="" type="checkbox"/> Addendum No. 4 | <input type="checkbox"/> Addendum No. 9  |
| <input checked="" type="checkbox"/> Addendum No. 5 | <input type="checkbox"/> Addendum No. 10 |

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that 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.

G.W. Peoples Contracting Co. Inc.

Company



Authorized Signature

8-1-12

Date

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



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  
 RMA12032

PAGE  
 8

ADDRESS CORRESPONDENCE TO ATTENTION OF:  
 PAUL REYNOLDS  
 304-558-0468

VENDOR

\*511151338 412-276-2342  
 GW PEOPLES CONTRACTING CO INC  
 600 N BELL AVE BLDG 1 STE 210  
 CARNEGIE PA 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
05/18/2012				

BID OPENING DATE: 06/21/2012 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>VENDOR MUST CLEARLY UNDERSTAND THAT ANY VERBAL REPRESENTATION MADE OR ASSUMED TO BE MADE DURING ANY ORAL DISCUSSION HELD BETWEEN VENDOR'S REPRESENTATIVES AND ANY STATE PERSONNEL IS NOT BINDING. ONLY THE INFORMATION ISSUED IN WRITING AND ADDED TO THE SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING.</p> <p>.....SIGNATURE            G.W. Peoples Contracting Co. Inc. ....COMPANY            8-1-12 .....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: .....G.W. Peoples Contracting Co. Inc. ....</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE 	TELEPHONE 412-276-2342 Ext. 101	DATE 8-1-12
TITLE VP Operations	FEIN 25-1365856	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  
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DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
05/18/2012				

BID OPENING DATE: 06/21/2012      BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
				WV040069		
CONTRACTORS LICENSE NO.: .....  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.  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						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS		
SIGNATURE 	TELEPHONE 412-276-2342 Ext. 101	DATE 8-1-12
TITLE VP Operations	FEIN 25-1365856	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

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DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
05/18/2012				
BID OPENING DATE: 06/21/2012		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:  SEALED BID  BUYER: PAUL REYNOLDS FILE 43  REQ. NO.: RMA12032  BID OPENING DATE: 06/21/2012  BID OPENING TIME: 01:30 P.M.  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:  ----- William E. Frey, Jr. -----          ***** THIS IS THE END OF RFQ RMA12032 ***** TOTAL: \$1,582,272.00						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE 412-276-2342 Ext. 101	DATE 8-1-12
TITLE VP Operations	FEIN 25-1365856	ADDRESS CHANGES TO BE NOTED ABOVE

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

The West Virginia Purchasing Division for the agency, The West Virginia State Rail Authority is soliciting bids for crosstie replacement, surfacing, regulating, rail replacement, track adjustment and private crossing replacement. All work is located on the West Virginia Central Railroad (WVCR).

### DESCRIPTION OF WORK

**4130 TIES:** 1,000 ties and 41 switch ties will be replaced on the Coalton Tipple track, 915 ties and 40 switch ties on the Norton Engine House Track, 165 ties in the Belington Yard, 50 ties on the Elkins Metal Recyclers Track #2 and 2000 ties between MP 12 & 22 on the mainline.

#### 1. Tie Replacement

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

#### 2. Spiking of Ties

- a. New ties will be spiked to a gage of 56 ½ inches, plus or minus ¼ inch. Additional ties will be plugged and respiked to correct gage to ensure there is no abrupt change in gage where ties are replaced. It is estimated that 20 percent of the ties replaced will require adjacent ties to be respiked to proper gage.
- b. All ties replaced or respiked will have new spikes. Old spikes will not be reused. Spikes shall be started and driven vertically and square with the rail. They shall have full bearing against the side of the rail base. Spikes shall not be overdriven; a gap of 1/8 to 3/16 inch shall remain between the underside of the spike and the top of the rail base. Ties on tangents will get four spikes per tie. Ties on curves will get six spikes per tie. The correct spiking pattern (Attachment A) will be used on all new ties and any adjacent ties that are respiked to correct gage.

#### 3. Rail Anchors

- a. All rail anchors will be reapplied in their existing location and properly fitted against ties. Box anchored per attachment B.

#### 4. Tamping

- a. Tie gang will tamp all newly inserted ties as they are placed in the track and ballast will be replaced at ends of ties. Ballast regulator will be used to regulate ballast and reshape shoulders. Track needs to be restored to proper surface with a minimum of two insertions for each tie.

### **SURFACING & BALLAST REGULATION:**

There will be 5.0 miles of spot tamping between MP 22 & MP 32. This will be mostly in curves. The West Virginia Central Railroad will be responsible for proper ballast at these locations. The contractor will have to regulate and surface this area. There are no turnouts in the spot tamping section. Surfacing will be completed as follows:

- Final Surfacing, Alinement and Ballast Regulating
  - a. Contractor will use a Jackson 6700, Mark IV or equivalent tamper to give the track within the designated area a "skin lift" and establish best fit for curves including appropriate spirals. Surfacing will taper into bridges and grade crossings.
  - b. Track needs to be restored to proper surface with a minimum of two insertions for each tie.
  - c. WVCR will provide information on superelevation of curves.
  - d. When surfacing a turnout, tamping will continue for a distance of at least 100 feet onto the side track to ensure uniform surface through the turnout.
  - e. A ballast regulator will follow the tamper to regulate ballast and reshape shoulders. Contractor will place any additional ballast where it may be needed after surfacing. All curves with welded rail will have a ballast shoulder of at least 12 inches on the outside of the curve.
  - f. The contractor is responsible for repair of any damage done to grade crossing signal systems. Repairs must be done that same day.

### **NORTON TRACK**

Norton Engine House Track: 2563 tf. of 85# rail needs to be replaced with 132# RE rail.

Norton Siding: 705 tf. of 90# rail needs to be replaced with 132# RE rail.

In addition to the ties and switch ties listed under the tie section, there will be three (3) bridge ties replaced on the Norton Engine House Bridge.

The bridge ties are 8" x 10" x 10'.

### **NORTON PSD CROSSING**

Timber crossing needs to be removed and all ties replaced and gaged and timber crossing replaced. Six ties in crossing, 7" x 9" x 8'6..

### **BELINGTON YARD (Attachment D)**

Belington yard: Replace 1010 tf. of 85# rail with 132# rail. To make new main.

Add two #10 switches to match added rail. One complete set of #8 switch ties are reusable. Contractor will need to supply two switches and one complete set of #10 switch ties and the additional ties needed to add to the #8 switch ties to complete a #10 switch.

#10 Switch off of Belington crossing needs replaced with a #12 to align with new mainline drawing. Contractor will supply #12 switch and complete set of switch ties for #12 switch.

As seen in the attached drawing the mainline track is being changed. The crossing signal system will need installed in the new mainline. Signal sensors need to react to a max speed of 15 mph. New signal drawings must also be provided prior to installation for pre-approval by the SRA.

All 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 center line of the track. Both turnouts will use bolted joints.

The 132# rail on the new mainline must be comp down to the 90# rail on the siding. Comp joints will be supplied by the contractor. Comping from 132# to 90# must meet AREMA specifications.

### **CULVERTS**

There are 8 culverts between MP 0 – 8.0 that need lowered by 12". These culverts are located at MP .8, 1.3, 1.6, 1.7, 2.9, 2.95, 5.2 and 9.0.

### **CONDUCT OF WORK**

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

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

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

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

The successful bidder will be required to have ALL employees that will be working on this project attend a ½ day class on track safety and track access. This class will be given one time for all employees that will be working on this project. This class will be given prior to the start of the contract. Any employee not in attendance will not be permitted to work on this project. Also a mandatory preconstruction meeting will be held with all employees working on the project, the WVCR operator and their employees and a representative from the SRA. This meeting will assure that everyone understands the entire scope of work as outlined in the awarded purchase order. Also, it will be mandatory that a weekly status report be submitted to the SRA. This report will be signed by the contractor and railroad representative and will list the work completed for the week. A final inspection of all completed work will be conducted by the contractor, the DGVR and an SRA representative to assure all work is completed as stated in the specifications. Final payment will be withheld until this inspection is complete.

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

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

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

### MATERIALS

Contractor will be responsible for all materials meeting the specs below. All material will meet AREMA specifications.

#### RAIL

132# RE rail will be AREMA Class 1 grade meeting the following:

1. Rails shall be straight horizontally except not more than 10% of the order may have horizontal curves not greater than indicated by the mid-ordinate of ¼" in thirty feet.
2. Rails shall be straight vertically with no upsweep or droop permissible.
3. Rails shall be clean in appearance and free of obvious defects. Bases shall be solid and free of visual defects. Slight indentations or spike notching with a maximum depth of 1/8" and maximum length of ¾" 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 ½" wide by 1 ½" long by 1/16" deep, shall not exceed two per rail and shall affect no more than 10% of the entire order.



### **JOINT BARS**

Four holes per bar with drilling pattern to match the above rail.

### **COMP BARS**

Comp bars necessary to tie in 132# rail to 90#rail per AREMA specifications.

### **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.

### **TURNOUTS**

2- 132RE #10 RBMI turnout per AREMA design specifications. Switches may be new or reconditioned. Switch stands will be new A& K EZ-OP 51-A. Self guarded frogs will not be accepted.

1- 132RE #12 RBMI turnout per AREMA design specifications. Switches may be new or reconditioned. Switch stands will be new A& K EZ-OP 51-A. Self guarded frogs will not be accepted. This switch will use the Samson switch point per AREMA specifications. Attachment C

### **FILTER FABRIC**

For use beneath the turnouts. It shall be sixteen-ounce needle punch, non-woven.

### **ANCHORS**

The anchors shall be new drive-on design and be the proper size for the rail to which they are applied. They must meet AREMA specifications.

### **TIES**

4130 - Ties will be new 7" x 9" x 8'6" **Grade 5** ties. Specifications in AREMA Chapter 3 will govern. Ties will be mixed hardwoods and oak, 100% end plated and creosote treated to 7# retention or refusal. Contractor will provide treated tie plugs. Contractor will be responsible for all ties.

### **BRIDGE TIES**

3 - Bridge ties will be new 8" x 10" x 10' per AREMA specifications. Tie dapping will be the responsibility of the contractor.

### **TIES IN NORTON CROSSING**

6 - Ties in crossing will be new 7" x 9" x 8'6 IG ties per AREMA specifications.

### **TIE PLUGS**

Tie plugs shall be 5/8 inch and creosote-treated. Foam spike hole filler may also be used.

### **SWITCH TIES:**

Switch Ties must meet AREMA specifications. 100% end plated and creosote pressure treated to 7# retention or refusal. Two complete sets of switch ties for 132RE #10 switches at Belington and additional switch ties from a #8 for use with a #10 switch.

In addition to the complete sets of switch ties, sizes are as follows for the 81 switch ties replaced on the Norton & Colton sidings:

17 - 7" x 9" x 9'	7 - 7" x 9" x 13'
10 - 7" x 9" x 10'	10 - 7" x 9" x 14'
10 - 7" x 9" x 11'	9 - 7" x 9" x 15'
12 - 7" x 9" x 12'	6 - 7" x 9" x 16'

### **TIE PLATES**

SRA will provide tie plates where existing tie plates are defective or missing for tie installation project.

Contractor will be responsible for new tie plates meeting AREMA specifications for all 132# rail replacement projects.

### **SPIKES**

Spikes will be new and conform to AREMA specifications.

## **BIDDING REQUIREMENTS**

The contractor MUST have previous experience in crosstie replacement, rail installation and surfacing and regulating. References may be required to prove past experience.

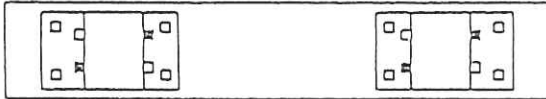
A mandatory pre-bid meeting will be held on Wednesday, May 30, 2012 at 10:00 am at the Belington Yard. This meeting will include an inspection trip of the portion of the railroad that is to receive the new ties. SRA/DGVR will not provide vendor transportation for the inspection trip. All potential vendors must make provisions for their own hi-rail transportation. Vendors will not be allowed to ride with SRA/DGVR employees. Technical questions must be submitted

in writing to Paul Reynolds in the Purchasing Division via e-mail at [Paul.Reynolds@wv.gov](mailto:Paul.Reynolds@wv.gov) or fax at 304-558-4115. All technical questions will be addressed by addendum.

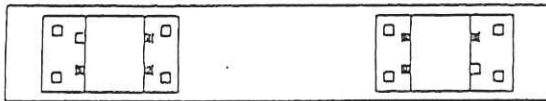
For bidding purposes, contractor is to give a unit cost for each item listed on cost sheet. Low bid will be determined by the lowest total amount for all unit costs multiplied by the quantities as listed on attached cost sheet:

# Attachment A

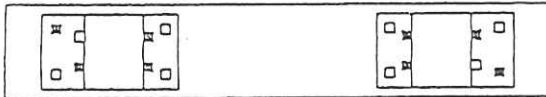
SPIKING PATTERN "A"



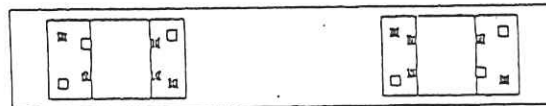
SPIKING PATTERN "B"



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	2	A
TANGENTS AND CURVES LESS THAN 2 DEGREE WITH SPEED GREATER THAN 45 MPH	3	B
CURVES 2 DEGREE AND OVER BUT LESS THAN 6 DEGREE	4	C
CURVES OVER 6 DEGREE	5	D
SIDE TRACKS - SPEEDS UP TO 25 MPH		
TANGENTS AND CURVES LESS THAN 6 DEGREE	2	A
CURVES 6 DEGREE AND OVER BUT LESS THAN 12 DEGREE	3	B
CURVES OVER 12 DEGREE	4	C
SIDE TRACKS - SPEEDS GREATER THAN 25 MPH		
TANGENTS AND CURVES LESS THAN 2 DEGREE	2	A
CURVES 2 DEGREE AND OVER BUT LESS THAN 4 DEGREE	3	B
CURVES OVER 4 DEGREE	4	C

■ - TRACK SPIKE

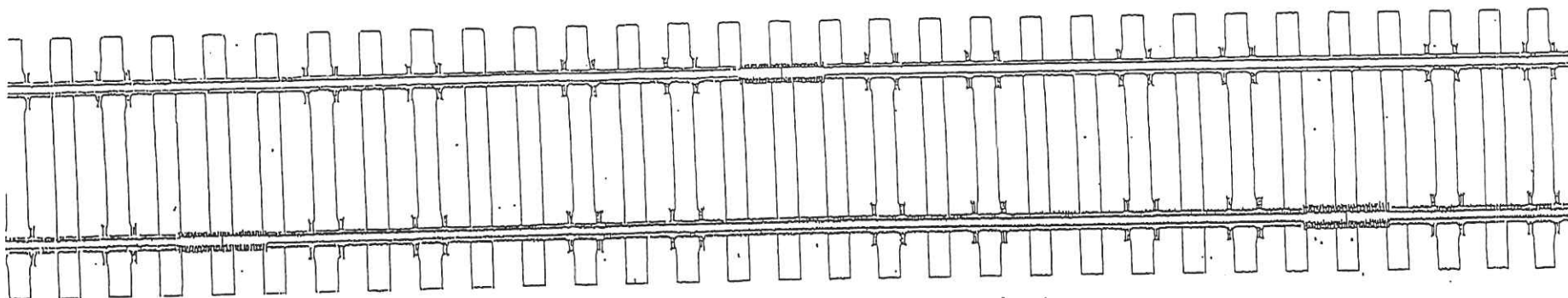
MAIN TRACK - A TRACK, OTHER THAN AN AUXILIARY TRACK, EXTENDING THROUGH YARDS AND BETWEEN STATIONS, UPON WHICH TRAINS ARE OPERATED IN CONFORMANCE WITH RULES OR SPECIAL INSTRUCTIONS.

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

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

MAIN TRACK SPIKING PATTERNS  
SIDE TRACK SPIKING PATTERNS

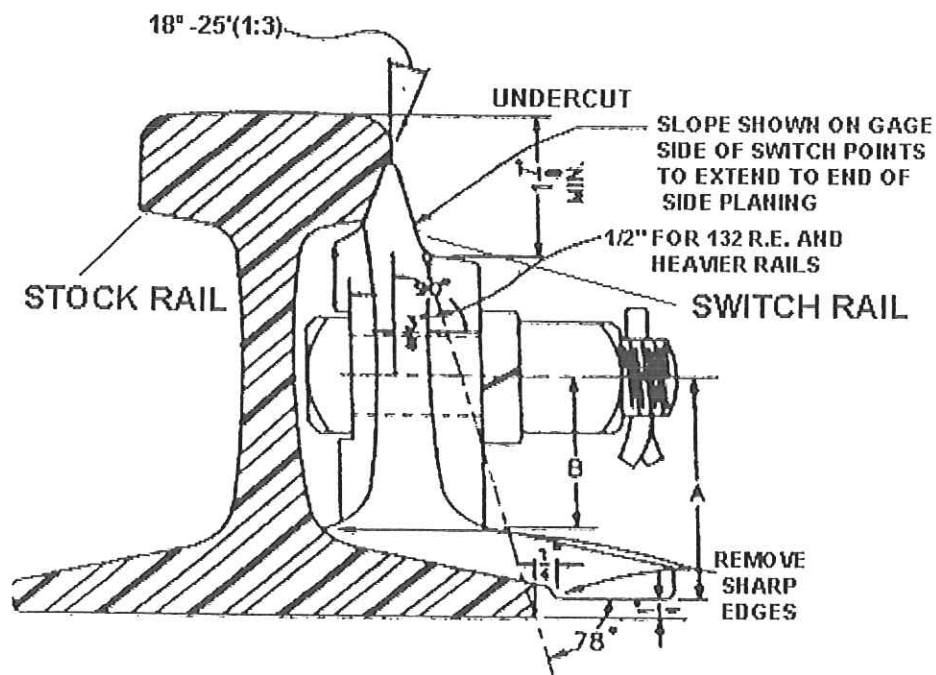
# Attachment B



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

RAIL ANCHOR PATTERNS

In a Samson switch point, the lower corner of the head on the gauge side of the stock rail is machined at an angle to house the point on the stock rail. This machining on the stock rail is referred to as an "undercut." The undercut serves to protect the switch point from direct impact with oncoming wheel flanges and the angled fit resists scissor action between the switch point and stock rails under traffic. Samson point stock rails are supplied from the manufacturer with an undercut in either end for installation on either side of the track. Figure 2 shows a cross section of a Samson switch point.



**Figure 2** - Cross section of stock rail and switch rail for a Samson switch point (from Plan 221-62, Details for Switch Points, of the American Railway Engineering Association)

## RMA Cost Sheet

Line Item	Description	Unit Cost	Unit of Measure	Quantity	Extended Cost
	<b>Tie Replacement</b> <i>(including gaging of inserted tie)</i>				
1	Ties - Grade 5	100.00	per tie	4,130	413,000.00
	Includes Norton, Coalton, Belington Yard and 2000 additional MP 12-22				
2	Gaging of Respiked Crossties	19.00	per tie	826	15,694.00
3	<b>Switch Ties:</b>				
	9 foot	210.00	per tie	17	3,570.00
	10 foot	217.00	per tie	10	2,170.00
	11 foot	238.00	per tie	10	2,380.00
	12 foot	232.00	per tie	12	2,784.00
	13 foot	243.00	per tie	7	1,701.00
	14 foot	253.00	per tie	10	2,530.00
	15 foot	277.00	per tie	9	2,493.00
	16 foot	282.00	per tie	6	1,692.00
	<b>Additional Surfacing/Ballast Regulation</b>				
4	Additional Surfacing - Spot (Mainly Curves)	1.00	per track foot	26,400	26,400.00
	<b>Belington Yard Upgrades</b>				
6	Install one 132 RE #12 turnout & switchties	67,300.00	each	1	67,300.00
7	Install two 132 RE #8 turnout & switchties	52,200.00	each	2	104,400.00
	One complete set of #8 switchties are reusable				
8	Install two 132 RE #10 turnouts & switchties	60,300.00	per	2	120,600.00
9	Track adjustment of mainline (per drawing)	490,000.00	each	1	490,000.00
	This adjustment includes moving circuits for signals and all comps				
	<b>Norton</b>				

## RMA Cost Sheet

Line Item	Description	Unit Cost	Unit of Measure	Quantity	Extended Cost
10	Replace 2563 ft 85# rail with 132#RE on Engine house track	90.00	per tf	2563	230,670.00
11	Replace 705 ft of 90# rail with 132#RE on Norton Side Track	97.00	per tf	705	68,385.00
12	Replace 3 bridge ties 8" x 10" x 10 (No daps)	737.00	per tie	3	2,211.00
13	115 - 132 Comp Bars	984.00	per pr	4	3,936.00
14	Remove derail & WVCR retains parts	230.00	each	1	230.00
<b>Norton PSD Crossing</b>					
15	Remove crossing, install new IG ties, gage and replace crossing	2,766.00	Each	1	2,766.00
<b>Culverts</b>					
16	Replacing and Lowering culverts	2,170.00	Each	8	17,360.00
				<b>Total Bid:</b>	<b>\$1,582,272.00</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.

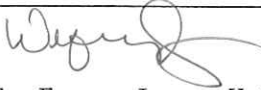


CERTIFICATION AND SIGNATURE PAGE

By signing below, I certify that I have reviewed this Solicitation in its entirety; understand the requirements, terms and conditions, and other information contained herein; that I am submitting this bid or proposal for review and consideration; that I am authorized by the bidder to execute this bid or any documents related thereto on bidder's behalf; that I am authorized to bind the bidder in a contractual relationship; and that to the best of my knowledge, the bidder has properly registered with any State agency that may require registration.

G.W. Peoples Contracting Co. Inc.

(Company)



William E. Frey, Jr. V.P. Operations

(Representative Name, Title)

412-276-2342 Ext. 101 412-276-2325

(Contact Phone/Fax Number)

8-1-12

(Date)

**BID BOND**

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, G. W. Peoples Contracting Company, Inc.  
600 North Bell Avenue, Carnegie, PA 15106, as Principal, and International Fidelity Insurance Company  
of Building #1, Suite 210,  
of One Newark Center, Newark, NJ 07102, a corporation organized and existing under the laws of the State of New Jersey with its principal office in the City of Newark, as Surety, are held and firmly bound unto the State of West Virginia, as Oblige, in the penal sum of Five Percent of Amount Bid (\$ 5%) for the payment of which, well and truly to be made, we jointly and severally bind ourselves, our heirs, administrators, executors, successors and assigns.

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

**NOW THEREFORE,**

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

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

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 26th day of July, 20 12.

Principal Corporate Seal

G. W. Peoples Contracting Company, Inc.  
(Name of Principal)  
By [Signature]  
(Must be President or Vice President)  
President  
(Title)

Surety Corporate Seal

International Fidelity Insurance Company  
(Name of Surety)  
[Signature]  
Attorney-in-Fact  
Kate O'Toole

**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.**

# POWER OF ATTORNEY

## INTERNATIONAL FIDELITY INSURANCE COMPANY ALLEGHENY CASUALTY COMPANY

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 under the laws of the State of New Jersey, and ALLEGHENY CASUALTY COMPANY a corporation organized and existing under the laws of the State of Pennsylvania, having their principal office in the City of Newark, New Jersey, do hereby constitute and appoint

KATE O'TOOLE, BRIAN F. JEFFE, JOSEPHINE M. STREYLE, MARGE FEDAK, JAY BLACK,  
BARBARA A. LEEPER, MICHAEL J. PETRASEK, SR., BRIAN W. LONG

Pittsburgh, PA.

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY and is granted under and by authority of the following resolution adopted by the Board of Directors of INTERNATIONAL FIDELITY INSURANCE COMPANY at a meeting duly held on the 20th day of July, 2010 and by the Board of Directors of ALLEGHENY CASUALTY COMPANY at a meeting duly held on the 15th day of August, 2000:

"RESOLVED, that (1) the President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether hereofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY have each executed and attested these presents on this 12th day of March, 2012.



STATE OF NEW JERSEY  
County of Essex

ROBERT W. MINSTER  
Executive Vice President/Chief Operating Officer  
(International Fidelity Insurance Company)  
and President (Allegheny Casualty Company)

On this 12th day of March 2012, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.

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.



A NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires Mar. 27, 2014

### CERTIFICATION

I, the undersigned officer of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, 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 26th day of July 2012

MARIA BRANCO, 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,
2. I do hereby attest that G.W. Peoples Contracting Co. Inc.

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 Co. Inc.
(Company Name)

By: [Signature]
William E. Frey, Jr.
Title: Vice President Operations

Date: 8-1-12

Taken, subscribed and sworn to before me this 1st day of August 2012.

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

March 5, 2013
[Signature]
(Notary Public)

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

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.

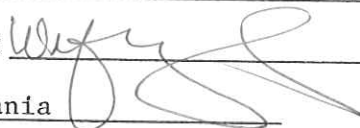
**DEFINITIONS:**

"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:  Date: 8-1-12State of PennsylvaniaCounty of Allegheny, to-wit:Taken, subscribed, and sworn to before me this 1st day of August, 2012.My Commission expires March 5, 2012.**AFFIX SEAL HERE****NOTARY PUBLIC** 