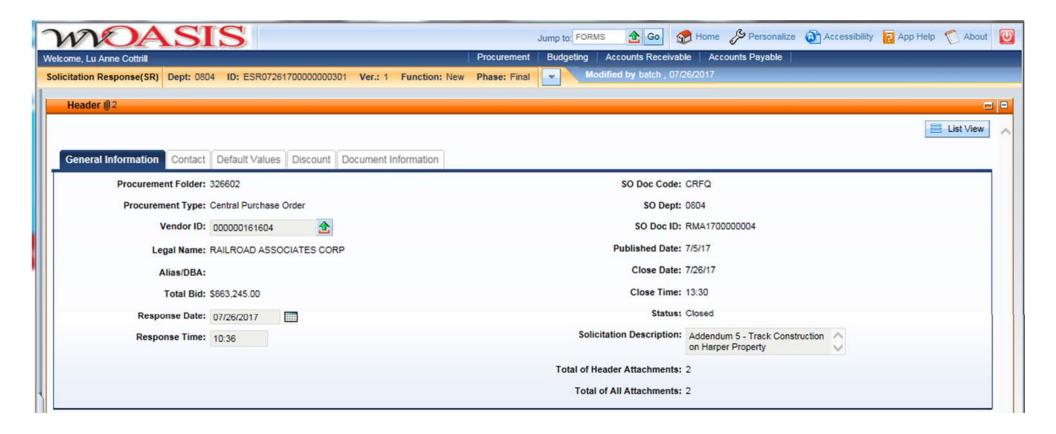
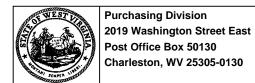


2019 Washington Street, East Charleston, WV 25305 Telephone: 304-558-2306 General Fax: 304-558-6026

Bid Fax: 304-558-3970

The following documentation is an electronicallysubmitted vendor response to an advertised solicitation from the West Virginia Purchasing Bulletin within the Vendor Self-Service portal at wvOASIS.gov. As part of the State of West Virginia's procurement process, and to maintain the transparency of the bid-opening process, this documentation submitted online is publicly posted by the West Virginia Purchasing Division at WVPurchasing.gov with any other vendor responses to this solicitation submitted to the Purchasing Division in hard copy format.





# State of West Virginia Solicitation Response

Proc Folder: 326602

Solicitation Description: Addendum 5 - Track Construction on Harper Property

Proc Type: Central Purchase Order

Date issued	Solicitation Closes	Solicitation Response	Version
	2017-07-26	SR 0804 ESR07261700000000301	1
	13:30:00		

VENDOR

000000161604

RAILROAD ASSOCIATES CORP

Solicitation Number: CRFQ 0804 RMA1700000004

**Total Bid:** \$863,245.00 **Response Date:** 2017-07-26 **Response Time:** 10:36:10

Comments:

FOR INFORMATION CONTACT THE BUYER

Michelle L Childers (304) 558-2063 michelle.l.childers@wv.gov

Signature on File FEIN # DATE

All offers subject to all terms and conditions contained in this solicitation

Page: 1 FORM ID: WV-PRC-SR-001

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	Construction of track and switches	1.00000	JOB	\$863,245.000000	\$863,245.00

Comm Code	Manufacturer	Specification	Model #	
72141603				
<b>Extended Descriptio</b>	n: Construct track	and five switches on Harper Farm P	roperty on SBVR	



Purchasing Divison 2019 Washington Street East Post Office Box 50130 Charleston, WV 25305-0130

State of West Virginia Request for Quotation 09 — Construction

Proc	Fol	der:	32660	12
1100		uei.	SZODU	32

Doc Description: Track Construction on Harper Property

Proc Type: Central Purchase Order

Date Issued	Solicitation Closes	Solicitation	on No	Version
2017-05-25	2017-06-28 13:30:00	CRFQ	0804 RMA1700000004	1

BID RECEIVING LOCATION	The Market		110
BID CLERK			80
DEPARTMENT OF ADMINISTRATION			
PURCHASING DIVISION			
2019 WASHINGTON ST E			
CHARLESTON	wv	25305	
US		37.27	

VENDOR	The second second
Vendor Name, Address and Telephone Number:	

FOR INFORMATION CONTACT THE BUYER

Michelle L Childers (304) 558-2063

michelle.l.childers@wv.gov

Signature X

FEIN#

871925

DATE

TE 7/26/2017

All offers subject to all terms and conditions contained in this solicitation

Page: 1

FORM ID: WV-PRC-CRFQ-001

### **ADDITIONAL INFORMAITON:**

### Request for Quotation

The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia State Rail Authority (SRA) to establish a contract for the following:

Construction and installation of five railroad tracks and switches on Harper Farm property located on the South Branch Valley Railroad. Tracks are to be built to the attached project plans. All excavation and drainage work has already been completed. The plans show the layout for seven (7) tracks, however, this specific job is for five tracks â¿¿ Track 1, 3, 4, 6 and 7.

INVOICE TO	是自然的人的人	SHIP TO	
STATE RAIL AUTHORITY 120 WATER PLANT DR		STATE RAIL AUTHORITY (DBA) SOUTH BRANCH \	1
MOOREFIELD	WV26836	MOOREFIELD	WV 26836
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Construction of track and switches	1.00000	JOB		

Comm Code	Manufacturer	Specification	Model #	
72141603				

### **Extended Description:**

Construct track and five switches on Harper Farm Property on SBVR

	Document Phase	Document Description	Page 3
RMA1700000004	Draft	Track Construction on Harper Property	

## ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

## INSTRUCTIONS TO VENDORS SUBMITTING BIDS

- 1. REVIEW DOCUMENTS THOROUGHLY: The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.
- **2. MANDATORY TERMS:** The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.

A pre-bid meeting will not be held prior to bid opening
☐ A NON-MANDATORY PRE-BID meeting will be held at the following place and time:

3. PREBID MEETING: The item identified below shall apply to this Solicitation.

A MANDATORY PRE-BID meeting will be held at the following place and time:

WV State Rail Authority 120 Water Plant Drive Moorefield, WV 26836

June 14, 2017 @ 10:00 a.m.

All Vendors submitting a bid must attend the mandatory pre-bid meeting. Failure to attend the mandatory pre-bid meeting shall result in disqualification of the Vendor's bid. No one person attending the pre-bid meeting may represent more than one Vendor.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. The State will not accept any other form of proof or documentation to verify attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing.

Additionally, the person attending the pre-bid meeting should include the Vendor's E-Mail address, phone number, and Fax number on the attendance sheet. It is the Vendor's responsibility to locate the attendance sheet and provide the required information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

All Vendors should arrive prior to the starting time for the pre-bid. Vendors who arrive after the starting time but prior to the end of the pre-bid will be permitted to sign in, but are charged with knowing all matters discussed at the pre-bid.

Questions submitted at least five business days prior to a scheduled pre-bid will be discussed at the pre-bid meeting if possible. Any discussions or answers to questions at the pre-bid meeting are preliminary in nature and are non-binding. Official and binding answers to questions will be published in a written addendum to the Solicitation prior to bid opening.

**4. VENDOR QUESTION DEADLINE:** Vendors may submit questions relating to this Solicitation to the Purchasing Division. Questions must be submitted in writing. All questions must be submitted on or before the date listed below and to the address listed below in order to be considered. A written response will be published in a Solicitation addendum if a response is possible and appropriate. Non-written discussions, conversations, or questions and answers regarding this Solicitation are preliminary in nature and are nonbinding.

Submitted e-mails should have solicitation number in the subject line.

Question Submission Deadline:

June 21, 2017 at 4:00 PM EST.

Submit Questions to:

Michelle Childers, Senior Buyer

2019 Washington Street, East Charleston, WV 25305

Fax: (304) 558-4115 (Vendors should not use this fax number for bid submission)

Email:

Michelle.L.Childers@wv.gov

- **5. VERBAL COMMUNICATION:** Any verbal communication between the Vendor and any State personnel is not binding, including verbal communication at the mandatory pre-bid conference. Only information issued in writing and added to the Solicitation by an official written addendum by the Purchasing Division is binding.
- **6. BID SUBMISSION:** All bids must be submitted electronically through wvOASIS or signed and delivered by the Vendor to the Purchasing Division at the address listed below on or before the date and time of the bid opening. Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason. The Purchasing Division will not accept bids, modification of bids, or addendum acknowledgment forms via e-mail. Acceptable delivery methods include electronic submission via wvOASIS, hand delivery, delivery by courier, or facsimile.

The bid delivery address is: Department of Administration, Purchasing Division 2019 Washington Street East Charleston, WV 25305-0130

A bid that is not submitted electronically through wvOASIS should contain the information listed below on the face of the envelope or the bid may be rejected by the Purchasing Division.:

SEALED BID: BUYER: SOLICITATION NO.: BID OPENING DATE: BID OPENING TIME: FAX NUMBER:

The Purchasing Division may prohibit the submission of bids electronically through wvOASIS at its sole discretion. Such a prohibition will be contained and communicated in the wvOASIS system resulting in the Vendor's inability to submit bids through wvOASIS. Submission of a response to an Expression or Interest or Request for Proposal is not permitted in wvOASIS.

For Request For Proposal ("RFP") Responses Only: In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal plus \_\_\_\_\_N/A \_\_\_\_\_\_ convenience copies of each to the Purchasing Division at the address shown above. Additionally, the Vendor should identify the bid type as either a technical or cost proposal on the face of each bid envelope submitted in response to a request for proposal as follows:

BID TYPE: (This only applies to CRFP)

7. BID OPENING: Bids submitted in response to this Solicitation will be opened at the location identified below on the date and time listed below. Delivery of a bid after the bid opening date and time will result in bid disqualification. For purposes of this Solicitation, a bid is considered delivered when confirmation of delivery is provided by wvOASIS (in the case of electronic submission) or when the bid is time stamped by the official Purchasing Division time clock (in the case of hand delivery).

Bid Opening Date and Time:

☐ Technical ☐ Cost

June 28, 2017 at 1:30 PM EST.

Bid Opening Location: Department of Administration, Purchasing Division 2019 Washington Street East

Charleston, WV 25305-0130

- **8. ADDENDUM ACKNOWLEDGEMENT:** Changes or revisions to this Solicitation will be made by an official written addendum issued by the Purchasing Division. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgment Form, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.
- **9. BID FORMATTING:** Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.
- 10. ALTERNATES: Any model, brand, or specification listed in this Solicitation establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.
- 11. EXCEPTIONS AND CLARIFICATIONS: The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.
- 12. COMMUNICATION LIMITATIONS: In accordance with West Virginia Code of State Rules §148-1-6.6, communication with the State of West Virginia or any of its employees regarding this Solicitation during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited without prior Purchasing Division approval. Purchasing Division approval for such communication is implied for all agency delegated and exempt purchases.
- 13. REGISTRATION: Prior to Contract award, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division and must have paid the \$125 fee, if applicable.
- 14. UNIT PRICE: Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.
- 15. PREFERENCE: Vendor Preference may only be granted upon written request and only in accordance with the West Virginia Code § 5A-3-37 and the West Virginia Code of State Rules. A Vendor Preference Certificate form has been attached hereto to allow Vendor to apply for the preference. Vendor's failure to submit the Vendor Preference Certificate form with its bid will result in denial of Vendor Preference. Vendor Preference does not apply to construction projects.

- 16. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES: For any solicitations publicly advertised for bid, in accordance with West Virginia Code §5A-3-37(a)(7) and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, womenowned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to contract award to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.
- 17. WAIVER OF MINOR IRREGULARITIES: The Director reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Code of State Rules § 148-1-4.6.
- 18. ELECTRONIC FILE ACCESS RESTRICTIONS: Vendor must ensure that its submission in wvOASIS can be accessed and viewed by the Purchasing Division staff immediately upon bid opening. The Purchasing Division will consider any file that cannot be immediately accessed and viewed at the time of the bid opening (such as, encrypted files, password protected files, or incompatible files) to be blank or incomplete as context requires, and are therefore unacceptable. A vendor will not be permitted to unencrypt files, remove password protections, or resubmit documents after bid opening to make a file viewable if those documents are required with the bid. A Vendor may be required to provide document passwords or remove access restrictions to allow the Purchasing Division to print or electronically save documents provided that those documents are viewable by the Purchasing Division prior to obtaining the password or removing the access restriction.
- 19. NON-RESPONSIBLE: The Purchasing Division Director reserves the right to reject the bid of any vendor as Non-Responsible in accordance with W. Va. Code of State Rules § 148-1-5.3, when the Director determines that the vendor submitting the bid does not have the capability to fully perform, or lacks the integrity and reliability to assure good-faith performance."
- 20. ACCEPTANCE/REJECTION: The State may accept or reject any bid in whole, or in part in accordance with W. Va. Code of State Rules § 148-1-4.5. and § 148-1-6.4.b."

21. YOUR SUBMISSION IS A PUBLIC DOCUMENT: Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

### **GENERAL TERMS AND CONDITIONS:**

- 1. CONTRACTUAL AGREEMENT: Issuance of a Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.
- **2. DEFINITIONS:** As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.
- **2.1.** "Agency" or "Agencies" means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.
- 2.2. "Bid" or "Proposal" means the vendors submitted response to this solicitation.
- 2.3. "Contract" means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.
- **2.4.** "Director" means the Director of the West Virginia Department of Administration, Purchasing Division.
- 2.5. "Purchasing Division" means the West Virginia Department of Administration, Purchasing Division.
- **2.6. "Award Document"** means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the contract holder.
- **2.7. "Solicitation"** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
- 2.8. "State" means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.
- **2.9. "Vendor"** or **"Vendors"** means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

3. CONTRACT TERM; RENEWAL; EXTENSION: The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:
☐ Term Contract
Initial Contract Term: This Contract becomes effective on and extends for a period of year(s).
Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Renewal of this Contract is limited to successive one (1) year periods or multiple renewal periods of less than one year, provided that
the multiple renewal periods do not exceed months in total. Automatic renewal of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases. Attorney General approval may be required for vendor terms and conditions.
<b>Delivery Order Limitations:</b> In the event that this contract permits delivery orders, a delivery order may only be issued during the time this Contract is in effect. Any delivery order issued within one year of the expiration of this Contract shall be effective for one year from the date the delivery order is issued. No delivery order may be extended beyond one year after this Contract has expired.
Fixed Period Contract: This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within one hundred-eighty (180) calendar days.
Fixed Period Contract with Renewals: This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within days.
Upon completion, the vendor agrees that maintenance, monitoring, or warranty services will be provided for one year thereafter with an additional successive one year renewal periods or multiple renewal periods of less than one year provided that the multiple renewal periods do not exceed months in total. Automatic renewal of this Contract is prohibited.
One Time Purchase: The term of this Contract shall run from the issuance of the Award Document until all of the goods contracted for have been delivered, but in no event will this Contract extend for more than one fiscal year.
Other: See attached.

- **4. NOTICE TO PROCEED:** Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed Award Document will be considered notice to proceed.
- **5. QUANTITIES:** The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.

☐ Open End Contract: Quantities listed in this Solicitation are approximations only, based or estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.
Service: The scope of the service to be provided will be more clearly defined in the specifications included herewith.
Combined Service and Goods: The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.
One Time Purchase: This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.

- 6. EMERGENCY PURCHASES: The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute of breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.
- 7. REQUIRED DOCUMENTS: All of the items checked below must be provided to the Purchasing Division by the Vendor as specified below.
- ☑ BID BOND (Construction Only): Pursuant to the requirements contained in W. Va. Code § 5-22-1(c), All Vendors submitting a bid on a construction project shall furnish a valid bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.
- ▼ PERFORMANCE BOND: The apparent successful Vendor shall provide a performance bond in the amount of 100% of Contract Amount. The performance bond must be received by the Purchasing Division prior to Contract award. On construction contracts, the performance bond must be 100% of the Contract value.

[4] LABOR/MATERIAL PAYMENT BOND: The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be delivered to the Purchasing Division prior to Contract award.
In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable. Notwithstanding the foregoing, West Virginia Code § 5-22-1 (d) mandates that a vendor provide a performance and labor/material payment bond for construction projects. Accordingly, substitutions for the performance and labor/material payment bonds for construction projects is not permitted.
MAINTENANCE BOND: The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award.
✓ LICENSE(S) / CERTIFICATIONS / PERMITS: In addition to anything required under the Section entitled Licensing, of the General Terms and Conditions, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits prior to Contract award, in a form acceptable to the Purchasing Division.  ✓ WV Contractor's License
The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications prior to Contract award regardless of whether or not

that requirement is listed above.

8. INSURANCE: The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below prior to Contract award. Subsequent to contract award, and prior to the insurance expiration date, Vendor shall provide the Agency with proof that the insurance mandated herein has been continued. Vendor must also provide Agency with immediate notice of any changes in its insurance policies mandated herein, including but not limited to, policy cancelation, policy reduction, or change in insurers. The insurance coverages identified below must be maintained throughout the life of this contract. The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether or not that insurance requirement is listed in this section.

Vendor must maintain:

Commercial General Liability Insurance in at least an amount of:  \$1,000,000.00 or more			
✓ Automobile Liability Insurance in at least an amount of: \$1,000,000.00 or more			
Professional/Malpractice/Errors and Omission Insurance in at least an amount of			
Commercial Crime and Third Party Fidelity Insurance in an amount of:			
Cyber Liability Insurance in an amount of:			
☐ Builders Risk Insurance in an amount equal to 100% of the amount of the Contract.			

- **9. WORKERS' COMPENSATION INSURANCE:** The apparent successful Vendor shall comply with laws relating to workers compensation, shall maintain workers' compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request.
- 10. LITIGATION BOND: The Director reserves the right to require any Vendor that files a protest of an award to submit a litigation bond in the amount equal to one percent of the lowest bid submitted or \$5,000, whichever is greater. The entire amount of the bond shall be forfeited if the hearing officer determines that the protest was filed for frivolous or improper purpose, including but not limited to, the purpose of harassing, causing unnecessary delay, or needless expense for the Agency. All litigation bonds shall be made payable to the Purchasing Division. In lieu of a bond, the protester may submit a cashier's check or certified check payable to the Purchasing Division. Cashier's or certified checks will be deposited with and held by the State Treasurer's office. If it is determined that the protest has not been filed for frivolous or improper purpose, the bond or deposit shall be returned in its entirety.
- 11. LIQUIDATED DAMAGES: Vendor shall pay liquidated damages in the amount of one thousand (\$1000.00) per calendar day

for every calendar day beyond one hundred-eighty (180) days

This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy.

- 12. ACCEPTANCE: Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the State that cannot be unilaterally withdrawn, signifies that the product or service proposed by vendor meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise indicated, and signifies acceptance of the terms and conditions contained in the Solicitation unless otherwise indicated.
- 13. PRICING: The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification.
- **14. PAYMENT:** Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears.
- 15. PURCHASING CARD ACCEPTANCE: The State of West Virginia currently utilizes a Purchasing Card program, administered under contract by a banking institution, to process payment for goods and services. The Vendor must accept the State of West Virginia's Purchasing Card for payment of all orders under this Contract unless the box below is checked.
- ✓ Vendor is not required to accept the State of West Virginia's Purchasing Card as payment for all goods and services.

- 16. TAXES: The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
- 17. ADDITIONAL FEES: Vendor is not permitted to charge additional fees or assess additional charges that were not either expressly provided for in the solicitation published by the State of West Virginia or included in the unit price or lump sum bid amount that Vendor is required by the solicitation to provide. Including such fees or charges as notes to the solicitation may result in rejection of vendor's bid. Requesting such fees or charges be paid after the contract has been awarded may result in cancellation of the contract.
- 18. FUNDING: This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available.
- 19. CANCELLATION: The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-6.1.e.
- **20. TIME:** Time is of the essence with regard to all matters of time and performance in this Contract.
- 21. APPLICABLE LAW: This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code or West Virginia Code of State Rules is void and of no effect.
- **22. COMPLIANCE:** Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances.
- 23. ARBITRATION: Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.
- 24. MODIFICATIONS: This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any change to existing contracts that adds work or changes contract cost, and were not included in the original contract, must be approved by the Purchasing Division and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change.

Revised 04/07/2017

- 25. WAIVER: The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.
- 26. SUBSEQUENT FORMS: The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.
- 27. ASSIGNMENT: Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments. Notwithstanding the foregoing, Purchasing Division approval may or may not be required on certain agency delegated or exempt purchases.
- 28. WARRANTY: The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.
- 29. STATE EMPLOYEES: State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.
- **30. BANKRUPTCY:** In the event the Vendor files for bankruptcy protection, the State of West Virginia may deem this Contract null and void, and terminate this Contract without notice.
- 31. PRIVACY, SECURITY, AND CONFIDENTIALITY: The Vendor agrees that it 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 <a href="http://www.state.wv.us/admin/purchase/privacy/default.html">http://www.state.wv.us/admin/purchase/privacy/default.html</a>.

32. YOUR SUBMISSION IS A PUBLIC DOCUMENT: Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

- 33. LICENSING: In accordance with West Virginia Code of State Rules § 148-1-6.1.e, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.
- 34. ANTITRUST: In submitting a bid to, signing a contract with, or accepting a Award Document from any agency of the State of West Virginia, the Vendor agrees to 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 Vendor.
- 35. VENDOR CERTIFICATIONS: By signing its bid or entering into this Contract, Vendor certifies (1) that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment or services; (2) that its bid or offer is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this Solicitation in its entirety; understands the requirements, terms and conditions, and other information contained herein.

Vendor's signature on its bid or offer also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency. The individual signing this bid or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

36. VENDOR RELATIONSHIP: The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, etc. and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing.

Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

37. INDEMNIFICATION: The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.

38. PURCHASING AFFIDAVIT: In accordance with West Virginia Code § 5A-3-10a, all Vendors are required to sign, notarize, and submit the Purchasing Affidavit stating that neither the Vendor nor a related party owe a debt to the State in excess of \$1,000. The affidavit must be submitted prior to award, but should be submitted with the Vendor's bid. A copy of the Purchasing Affidavit is included herewith.

- 39. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE: This Contract may be utilized by other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts ("Other Government Entities"). Any extension of this Contract to the aforementioned Other Government Entities must be on the same prices, terms, and conditions as those offered and agreed to in this Contract, provided that such extension is in compliance with the applicable laws, rules, and ordinances of the Other Government Entity. If the Vendor does not wish to extend the prices, terms, and conditions of its bid and subsequent contract to the Other Government Entities, the Vendor must clearly indicate such refusal in its bid. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.
- **40. CONFLICT OF INTEREST:** Vendor, its officers or members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.

41. REPORTS: Vendor shall provide the Agency and/or the Purchasing Division with the

- following reports identified by a checked box below:

  Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.

  Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at <a href="mailto:purchasing.requisitions@wv.gov">purchasing.requisitions@wv.gov</a>.
- **42. BACKGROUND CHECK:** In accordance with W. Va. Code § 15-2D-3, the Director of the Division of Protective Services shall require any service provider whose employees are regularly employed on the grounds or in the buildings of the Capitol complex or who have access to sensitive or critical information to submit to a fingerprint-based state and federal background inquiry through the state repository. The service provider is responsible for any costs associated with the fingerprint-based state and federal background inquiry.

After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision. The State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check.

Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

- 43. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS: Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:
- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open heath, basic oxygen, electric furnace, Bessemer or other steel making process. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
- c. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or d. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

44. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL: In Accordance with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2) that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in an amount more than fifty thousand dollars (\$50,000) or public works contracts that require more than ten thousand pounds of steel products.

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel 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, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products. This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for foreign aluminum, glass or steel products plus the applicable preference. If the reduced bid or offer prices are made in writing and supersede the prior bid or offer prices, all bids or offers, including the reduced bid or offer prices, will be reevaluated in accordance with this rule.

## ADDITIONAL TERMS AND CONDITIONS (Construction Contracts Only)

1. CONTRACTOR'S LICENSE: West Virginia Code § 21-11-2 requires that all persons desiring to perform contracting work in this state be licensed. The West Virginia Contractor's Licensing Board is empowered to issue the contractor's license. Applications for a contractor's license may be made by contacting the West Virginia Division of Labor. West Virginia Code § 21-11-11 requires any prospective Vendor to include the contractor's license number on its bid. Failure to include a contractor's license number on the bid shall result in Vendor's bid being disqualified. Vendors should include a contractor's license number in the space provided below.

Contractor's Name:	The Railroad Associates Corporation			
Contractor's License No.: WV- 045401				

The apparent successful Vendor must furnish a copy of its contractor's license prior to the issuance of a Award Document.

- 2. DRUG-FREE WORKPLACE AFFIDAVIT: W. Va. Code § 21-1D-5 provides that any solicitation for a public improvement contract requires each Vendor that submits a bid for the work to submit at the same time an affidavit that the Vendor has a written plan for a drug-free workplace policy. To comply with this law, Vendor must either complete the enclosed drug-free workplace affidavit and submit the same with its bid or complete a similar affidavit that fulfills all of the requirements of the applicable code. Failure to submit the signed and notarized drug-free workplace affidavit or a similar affidavit that fully complies with the requirements of the applicable code, with the bid shall result in disqualification of Vendor's bid. Pursuant to W. Va. Code 21-1D-2(b) and (k), this provision does not apply to public improvement contracts the value of which is \$100,000 or less or temporary or emergency repairs.
- 2.1. DRUG-FREE WORKPLACE POLICY: Pursuant to W. Va. Code § 21-1D-4, Vendor and its subcontractors must implement and maintain a written drug-free workplace policy that complies with said article. The awarding public authority shall cancel this contract if: (1) Vendor fails to implement and maintain a written drug-free workplace policy described in the preceding paragraph, (2) Vendor fails to provide information regarding implementation of its drug-free workplace policy at the request of the public authority; or (3) Vendor provides to the public authority false information regarding the contractor's drug-free workplace policy.

Pursuant to W. Va. Code 21-1D-2(b) and (k), this provision does not apply to public improvement contracts the value of which is \$100,000 or less or temporary or emergency repairs.

- 3. DRUG FREE WORKPLACE REPORT: Pursuant to W. Va. Code § 21-1D-7b, no less than once per year, or upon completion of the project, every contractor shall provide a certified report to the public authority which let the contract. For contracts over \$25,000, the public authority shall be the West Virginia Purchasing Division. For contracts of \$25,000 or less, the public authority shall be the agency issuing the contract. The report shall include:
- (1) Information to show that the education and training service to the requirements of West Virginia Code § 21-1D-5 was provided;

- (2) The name of the laboratory certified by the United States Department of Health and Human Services or its successor that performs the drug tests;
- (3) The average number of employees in connection with the construction on the public improvement;
- (4) Drug test results for the following categories including the number of positive tests and the number of negative tests: (A) Pre-employment and new hires; (B) Reasonable suspicion; (C) Post-accident; and (D) Random.

Vendor should utilize the attached Certified Drug Free Workplace Report Coversheet when submitting the report required hereunder. Pursuant to W. Va. Code 21-1D-2(b) and (k), this provision does not apply to public improvement contracts the value of which is \$100,000 or less or temporary or emergency repairs.

- **4. AIA DOCUMENTS:** All construction contracts that will be completed in conjunction with architectural services procured under Chapter 5G of the West Virginia Code will be governed by the AIA A101-2007 and A201-2007 or the A107-2007 documents, as amended by the Supplementary Conditions for the State of West Virginia, in addition to the terms and conditions contained herein.
- 5. GREEN BUILDINGS MINIMUM ENERGY STANDARDS: In accordance with § 22-29-4, all new building construction projects of public agencies that have not entered the schematic design phase prior to July 1, 2012, or any building construction project receiving state grant funds and appropriations, including public schools, that have not entered the schematic design phase prior to July 1, 2012, shall be designed and constructed complying with the ICC International Energy Conservation Code, adopted by the State Fire Commission, and the ANSI/ASHRAE/IESNA Standard 90.1-2007: Provided, That if any construction project has a commitment of federal funds to pay for a portion of such project, this provision shall only apply to the extent such standards are consistent with the federal standards.
- **6. LOCAL LABOR MARKET HIRING REQUIREMENT:** Pursuant to West Virginia Code §21-1C-1 et seq., Employers shall hire at least seventy-five percent of employees for public improvement construction projects from the local labor market, to be rounded off, with at least two employees from outside the local labor market permissible for each employer per project.

Any employer unable to employ the minimum number of employees from the local labor market shall inform the nearest office of the bureau of employment programs' division of employment services of the number of qualified employees needed and provide a job description of the positions to be filled.

If, within three business days following the placing of a job order, the division is unable to refer any qualified job applicants to the employer or refers less qualified job applicants than the number requested, then the division shall issue a waiver to the employer stating the unavailability of applicant and shall permit the employer to fill any positions covered by the waiver from outside the local labor market. The waiver shall be either oral or in writing and shall be issued within the prescribed three days. A waiver certificate shall be sent to both the employer for its permanent project records and to the public authority.

Any employer who violates any provision of this article is subject to a civil penalty of one hundred dollars per day of violation. The West Virginia Division of Labor is responsible for establishing procedures for the collection of civil penalties.

The following terms used in this section have the meaning shown below.

- (1) The term "construction project" means any construction, reconstruction, improvement, enlargement, painting, decorating or repair of any public improvement let to contract in an amount equal to or greater than \$500,000. The term "construction project" does not include temporary or emergency repairs;
- (2) The term "employee" means any person hired or permitted to perform hourly work for wages by a person, firm or corporation in the construction industry; The term "employee" does not include:(i) Bona fide employees of a public authority or individuals engaged in making temporary or emergency repairs;(ii) Bona fide independent contractors; or(iii) Salaried supervisory personnel necessary to assure efficient execution of the employee's work;
- (3) The term "employer" means any person, firm or corporation employing one or more employees on any public improvement and includes all contractors and subcontractors;
- (4) The term "local labor market" means every county in West Virginia and any county outside of West Virginia if any portion of that county is within fifty miles of the border of West Virginia;
- (5) The term "public improvement" includes the construction of all buildings, roads, highways, bridges, streets, alleys, sewers, ditches, sewage disposal plants, waterworks, airports and all other structures that may be let to contract by a public authority, excluding improvements funded, in whole or in part, by federal funds.

### 7. DAVIS-BACON AND RELATED ACT WAGE RATES:

projects, such as highway, mine reclamation, water or sewer projects.

	The work performed under this contract is federally funded in whole, or in part. Pursuant			
	to	, Vendors are required to pay applicable Davis-		
	Bacon wage rates.			
<b>V</b>	The work performed under thi	s contract is not subject to Davis-Bacon wage rates.		

- **8. SUBCONTRACTOR LIST SUBMISSION:** In accordance with W. Va. Code § 5-22-1, the apparent low bidder on a contract valued at more than \$250,000.00 for the construction, alteration, decoration, painting or improvement of a new or existing building or structure shall submit a list of all subcontractors who will perform more than \$25,000.00 of work on the project including labor and materials. If no subcontractors who will perform more than \$25,000.00 of work are to be used to complete the project, it must be noted on the subcontractor list. Failure to submit the subcontractor list within one business day after the deadline for submitting bids shall result in disqualification of the bid. This provision does not apply to any other construction
  - a. Required Information. The subcontractor list shall contain the following information:
    - i. Bidder's name
    - ii. Name of each subcontractor performing more than \$25,000 of work on the project.

- iii. The license number of each subcontractor, as required by W. Va. Code § 21-11-1 et. seq.
- iv. If applicable, a notation that no subcontractor will be used to perform more than \$25,000.00 of work.
- **b. Subcontractor List Submission Form:** The subcontractor list may be submitted in any form, including the attached form, as long as the required information noted above is included. If any information is missing from the bidder's subcontractor list submission, it may be obtained from other documents such as bids, emails, letters, etc. that accompany the subcontractor list submission.
- c. Submission of Subcontractor List for Solicitations with Additions/Alternates: If the solicitation contains potential additions or alternates that will be selected by the Agency after bid opening and prior to contract award, all bidders must submit the subcontractor list to the Purchasing Division within one business day of the opening of bids for review. A bidder's failure to submit the subcontractor list within one business day after the deadline for submitting bids shall result in disqualification of the bidder's bid.
- **d. Substitution of Subcontractor.** Written approval must be obtained from the State Spending Unit before any subcontractor substitution is permitted. Substitutions are not permitted unless:
  - i. The subcontractor listed in the original bid has filed for bankruptcy;
  - ii. The subcontractor in the original bid has been debarred or suspended; or
  - iii. The contractor certifies in writing that the subcontractor listed in the original bid fails, is unable, or refuses to perform his subcontract.

# Subcontractor List Submission (Construction Contracts Only)

Bidder's Name:	The Railroad Associates Corpo	ration			
X Check this	box if no subcontractors will perf	form more than \$25,000.00 of work to complete the			
project.	on it is bacconnactors will perf	orm more than \$25,000.00 or work to complete the			
Subcontractor Name		License Number if Required by			
<u></u>		W. Va. Code § 21-11-1 et. seq.			
No subcontractors	planned				

Attach additional pages if necessary

# GENERAL CONSTRUCTION SPECIFICATIONS (No AIA Documents)

1. PURPOSE AND SCOPE: The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia State Rail Authority (SRA) to establish a contract for the following:

Construction and installation of five railroad tracks and switches on Harper Farm property located on the South Branch Valley Railroad. Tracks are to be built to the attached project plans. All excavation and drainage work has already been completed. The plans show the layout for seven (7) tracks, however, this specific job is for **five tracks – Track 1, 3, 4, 6 and 7.** 

The Vendor shall furnish all materials, labor, and equipment necessary to complete all Construction Services. The Vendor shall furnish any incidental work, materials, labor, and equipment that are necessary to complete the Construction Services, even if such incidental work is not explicitly included in the Project Plans.

- 2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions and in the Project Plans as defined below.
  - **2.1 "Construction Services"** means the installation of five railroad tracks and switches as more fully described in the Project Plans.
  - 2.2 "Pricing Page" means the pages contained in wvOASIS, attached hereto as Exhibit A, or included in the Project Plans upon which Vendor should list its proposed price for the Construction Services.
  - **2.3 "Solicitation"** means the official notice of an opportunity to supply the State with Construction Services that is published by the Purchasing Division.
  - 2.4 "Project Plans" means documents developed by an architect, an engineer, the Agency, or another design professional, which are attached hereto as Exhibit B, that provide detailed instructions on how the Construction Services are to be performed. In the event that Project Plans contain drawings or other documents too large to attach in Exhibit B, Vendors can obtain copies in accordance with Section 9 of these Specifications.
  - 2.5 "A.W.P.A" means American Wood Protection Association
- 3. ORDER OF PRECEDENCE: This General Construction Specifications document will have priority over, and supersede, anything contained in the Project Plans.

- **4. QUALIFICATIONS:** Vendor, or Vendor's staff if requirements are inherently limited to individuals rather than corporate entities, shall have the following minimum qualifications:
  - **4.1. Experience:** Vendor, or Vendor's supervisory staff assigned to this project, must have successfully completed at least five (5) projects that involved work similar to that described in these specifications or the Project Plans. Compliance with this experience requirement will be determined prior to contract award by the State through references provided by the Vendor upon request, through knowledge or documentation of the Vendor's past projects, through confirmation of experience requirements from the architect assisting the State in this project, or some other method that the State determines to be acceptable. Vendor must provide any documentation requested by the State to assist in confirmation of compliance with this provision. References, documentation, or other information to confirm compliance with this experience requirement may be requested after bid opening and prior to contract award.
- 5. CONTRACT AWARD: The Contract is intended to provide Agency with a purchase price for the Construction Services. The Contract will be awarded to the lowest qualified responsible bidder meeting the required specifications. If the Pricing Pages contain alternates/add-ons, the Contract will be awarded based on the grand total of the base bid and any alternates/add-ons selected.
- 6. SELECTION OF ALTERNATES: If the Pricing Pages contain alternates/add-ons, the alternates/add-ons will be selected as follows. The alternate/add-on will be selected in the order of priority listed on the Pricing Pages. The first alternate/add-on must be selected before the second alternate/add-on can be selected and so on.
- 7. **PERFORMANCE:** Vendor shall perform the Construction Services in accordance with this document and the Project Plans.
- 8. SUBSTITUTIONS: Any substitution requests must be submitted in accordance with the official question and answer period described in the INSTRUCTIONS TO VENDORS SUBMITTING BIDS, Paragraph 4. Vendor Question Deadline. Vendors submitting substitution requests should submit product brochures and product specifications during the official question and answer period.
- 9. PROJECT PLANS: The checked box will apply to Project Plans for this solicitation.
  - X No Additional Project Plan Documents: There are no additional Project Plans other than those attached hereto as Exhibit B and C or any subsequent addenda modifying Exhibit B and C.

Additional Project Plan Documents: There are additional Project Plan documents other than those attached as Exhibit B. Copies of the additional Project Plan documents not attached as Exhibit B can be obtained by contacting the entity identified below.

### 10. CONDITIONS OF THE WORK

- **10.1. Permits:** The Vendor shall procure all necessary permits and licenses to comply with all applicable Federal, State, or Local laws, regulations and ordinances of any regulating body.
- 10.2. Existing Conditions: If discrepancies are discovered between the existing conditions and those noted in the specifications, Vendor must immediately notify the Agency's representative. Vendor must also immediately notify the Agency if suspected hazardous materials are encountered.
- 10.3. Standard Work Hours: The standard hours of work for this Contract will be as required by the contractor, as this area is not currently an active railroad section. Work must be coordinated with the South Branch Valley Railroad because an inspector will be on site with the contractor through the entirety of the project.
- **10.4. Project Closeout**: Project Closeout shall include the following:
  - **10.4.1. Final Cleanup:** Vendor shall perform the final cleanup activities listed below, along with any other final cleanup activities normally associated with the work performed under this Contract, prior to final inspection:
    - 10.4.1.1. Contractor will be responsible to remove and dispose of any debris from the work site.
  - 10.4.2. Final Inspection: Vendor shall participate in a final inspection with the Agency's project manager. The purpose of the final inspection will be to identify deficiencies that need to be remedied prior to Agency's final acceptance of the work. Vendor shall at all times be obligated to perform in accordance with the Contract and must take all actions necessary to ensure that work complies with requirements of Contract prior to final acceptance. Final acceptance does not waive or release Vendor from its obligation to ensure that work complies with the Contract requirements. Vendor shall submit any warranty documents to the Agency project manager at final inspection.
- 11. FACILITIES ACCESS: There is no special access required for this property.

- 11.1. Vendor must coordinate activities with the South Branch Valley Railroad so an inspector will be on site with the contractor at all times. Contact for the SBVR will be Chesley Koerner (304) 613-5546.
- 11.2. Vendor at their own risk may keep equipment and materials at the work site. The closest location with fenced security that material and equipment may be delivered is the State Rail Authority inventory yard/office located at 120 Water Plant Drive. This location is open Monday-Friday from 6:00 a.m. to 4:00 p.m.

## 12. MISCELLANEOUS:

12.1. Contract Manager: During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

Contract Manager:	
Telephone Number:	
Fax Number:	
Email Address:	

Exhibit A PRICE SHEET					
Item	Description	Unit Cost	Unit of Measure	Quantity	Extended Cost
	Track Construction on Harper Property				
3.1.1	Construct Five Tracks per Project Plans	\$863,245.00	Job	1	\$863,245.00
	Includes all materials, labor and equipment required to install tracks and switches as detailed in the project plans **				
			Total B	id Amount:	\$863,245.00

Eight Hundred Sixty-Three Thousand Two Hundred Forty-Five Dollars and Zero Cents

The Railroad Associates Corporation 4444 Carlisle Pike Camp Hill, PA 17011

## EXHIBIT B – PROJECT PLANS

# 1. GENERAL REQUIREMENTS:

- 13.1 Mandatory Contract Item Requirements: Contract Item must meet or exceed the mandatory requirements listed below.
  - 13.1.1 Build 5 tracks per plan drawings in Exhibit C Tracks 1, 3, 4, 6 & 7

Grading, drainage for tracks 2 & 5 are shown for information only.

# 13.1.1.1 Governing Specifications

Workmanship and materials shall be per current AREMA specifications unless otherwise specified.

#### 13.1.1.2 Waster Materials

All material removed and reused in the construction of the project will be removed from the project and disposed of by the contractor.

#### **13.1.1.3 Utilities**

The locations of all known utilities are shown on the contract plans (Exhibit C) based on the best available information from existing plans and field information. It is the contractor's responsibility to ascertain the status and any other precaution required to confirm location. The contractor will be responsible for any damage or disruption to utility lines which are known active and are to remain in operation.

#### 13.1.1.4 Waste and Borrow Sites

No waste or borrow sites will be permitted with any flood plain, wetlands or highly sensitive cultural resources.

# 13.1.1.5 Layout Data

Once a contractor has been selected by the WVSRA, layout data will be provided upon request, available data includes: survey reference points, geometric layout (Bently .olg Geometry file) and electronic microstation drawing files.

### 13.1.1.6 Earthen Berm

Material for earthen berm has been stockpiled onsite near the access road at the end of the siding. Any excess material shall be removed from the project site by contractor.

#### 13.1.2 Conduct of Work

Contractor shall coordinate with the South Branch Valley Railroad (SBVR). Contact for track access is Chesley Koerner 304-613-5546 or Chesley.t.koerner@wv.gov.

All work shall be subject to inspection by the State Rail Authority (SRA).

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

Contractor will be responsible for cleanup of the work site. All debris and refuse shall be removed from SBVR property and disposed of properly.

## 13.1.3 Materials – All materials shall be as per current AREMA specifications

#### 13.1.3.1 - Ballast

Material shall be limestone, dolomite or granite material, free of loams, dust or other foreign particles. Material shall be designated as AREMA #3 with the gradation chart below:

#### AREMA #3

Size of Opening	Percent Passing by Weight
2 ½"	100
2"	95 - 100
1 ½"	35 - 70
1"	0 - 15
1/2:	0

#### 13.1.3.2 - Crossties

All crossties shall be treated per A.W.P.A manual C6 to a net retention of 7#/Cu ft.. for oak and 8 ½ #/Cu ft. for mixed hardwoods, and shall conform to AREMA Chapter 3. All ties shall be free from any defects that might impair their strength or durability as crossties, such as decay, large splits, large shakes, slanting grain or large numerous holes or knots. Industrial grade (IG) ties size shall be 7" x 9" x 8' 6". Ties shall be 100% end-plated, missed hardwoods and oak, creosote pressure treated to 7# retention or refusal.

#### 13.1.3.3 – Switchties

Switch ties shall be pressure treated as specified above. The switchties shall be of 7"x 9" cross-section and shall vary in length as per the specified turnout design as indicated in the plans.

#### 13.1.3.4 - Ties Plates

Tie plates shall be double-shoulder with no more than 1:40 cant and conform to AREMA manual Chapter Five (track), Part One (Tie Plates), except in turnouts and rack crossings where special plates are required.

#### 13.1.3.5 - Splices

Joint bars shall have a drilling pattern to match bolt holes in rail and conform to AREMA Chapter Four (Rails), Part Three (Joining of Rails)

### 13.1.3.6 - Compromise Joints

Compromise joints shall conform to AREMA Chapter Four (Rails) Part Three (Joining of Rails) and be of sizes as indicated on plans.

#### 13.1.3.7 - Track Bolts and Washers

SAE grade 8 button head oval neck bolts shall be used for all track joints. Spring washers of the appropriate size and conforming to AREMA recommendations found in Chapter Four (Rails), Part Three (Joining of Rails) shall be used on each bolt.

### 13.1.3.8 - Spikes

High-carbon steel track spikes shall be used and conform to AREMA recommendations found in Chapter 5 (Track), Part 2 (Track Spikes). Track spikes shall be 5/8" square by 6" long.

### 13.1.3.9 - Anchors

Rail anchors shall be drive on or spring type, conforming to AREMA recommendation found in Chapter 5 (Track), Part 7 (Rail Anchors). New or approved reclaimed rail anchors shall be used. Where used with relay rail, the anchors must be sized to fit the rail base.

#### 13.1.3.10 - Turnouts

All turnout material shall be of no lighter rail section than the rail section from which it diverges (115#). All turnouts shall meet AREMA specifications. Turnout frog shall be rail bound manganese. Switch stands shall be size 51-A with bow handles.

#### 13.1.3.11 - Rail

Rail for this project shall be sizes indicated on the plans (115#) and shall conform to the following:

- 1) Wear shall be no greater than 1/4" on both the top and gage side.
- 2) 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.
- 3) Rails shall be straight vertically with no upsweep or droop permissible.
- 4) Rails shall be clean in appearance and free of obvious defects. Bases shall be solid and free of visual defects, slight indentations or spike notching with a maximum depth of 1/8" and maximum length of 3/4" is permissible. Slight pitting is also allowable. Webs shall be free of visual defects. 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 entire order.

# 13.1.3.12 - Summary of Estimated Quantities

13.1.3.12.1 - Ballast - 3,720 tons

13.1.3.12.2 - Track 115# RE - 14,588 Linear feet

Track includes all labor, equipment for all rail, cross ties plates, splices, rack bolts, washers, spikes, anchors, expansion shims, gaging and other appurtenances as required.

13.1.3.12.3 - #8 115 RE Switches - Four (4)

Four complete switch packages with adjustable rail braces, all necessary plates, including Pandrol milled plates under points, rails, bars, points, self-guarded frog, heel blocks and new 51-A switch stand with bow handle.

13.1.3.12.4 - Bumper Posts - Five (5)

13.1.3.12.5 – 115 – 132 Compromise Joints – Two (2)

# 13.1.4 Laying Jointed Rail

#### 13.1.4.1 - Placement

Rails shall be so placed that the joints in each line of rail shall be within the middle half of the opposite length rail to minimize the cutting of full-length rails. Short rails may be used in adjusting for property spacing of joints, but no rail less than thirty-three (33') on curves or nineteen feet six inches (19' 6") on tangents shall be used.

### 13.1.4.2 - Cutting of Rail

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

#### 13.1.4.3 – Cleaning

The bottom of the rail and bearing surfaces of the crosstie and tie plates shall be cleaned before rail is laid.

#### 13.1.4.4 – Rail Temperature

A rail thermometer shall be used in determining rail temperatures at the time of installation. Approved thermometers include dial rail thermometer and electronic

surface thermometers. Temperatures will be read and recorded periodically during the day and supervisory employee shall see that it is checked frequently and that proper expansion shims are used. When taking rail temperatures, the thermometer will be placed on the web of the rail on the side away from the sun. Non-contact thermometers shall be located no more than two feet away and pointed directly at the web of the rail on the side away from the sun. A record of rail laying temperatures and expansion are to be made available for inspection by request.

# 13.1.4.5 – Expansion Shims

Rail Expansion shims or approved thickness and material will be used per 39-foot rail in accordance with the following table:

### **Expansion Required for Joint Rail**

Below 6-degree F	5/16" in Each Joint
6–25 degree F	1/4" in Each Joint
26-45 degree F	3/16" in Each Joint
46-65 degree F	1/8" in Each Joint
66-85 degree F	1/16" in Each Joint
Over 85 degree F	No shims necessary

# 13.1.4.6 – Laying Rail

Except as otherwise specified, rails shall be laid one-at-a-time, and to insure good adjustment, the rail ends brought squarely together against suitable rail expansion shims and bolted before spiking.

### 13.1.4.7 - Gage

The gage of the track is the distance between the heads of the rails, measured at right angles thereto, at a point five-eighths (5/8") inch below the top rail. Standard

gage is 4'8 ½". No change in gage on account of curvatures will be permitted. Gaging shall be done and the time the rail is laid.

# 13.1.4.8 - Butting used Rail with New Rail

When butting used rail with new rail, welding shall be used to build up the end of the used rail to match the new rail. This provides a smooth transition over the joint. The same process shall be used when it is necessary to butt used rail to new frogs, switches, etc.

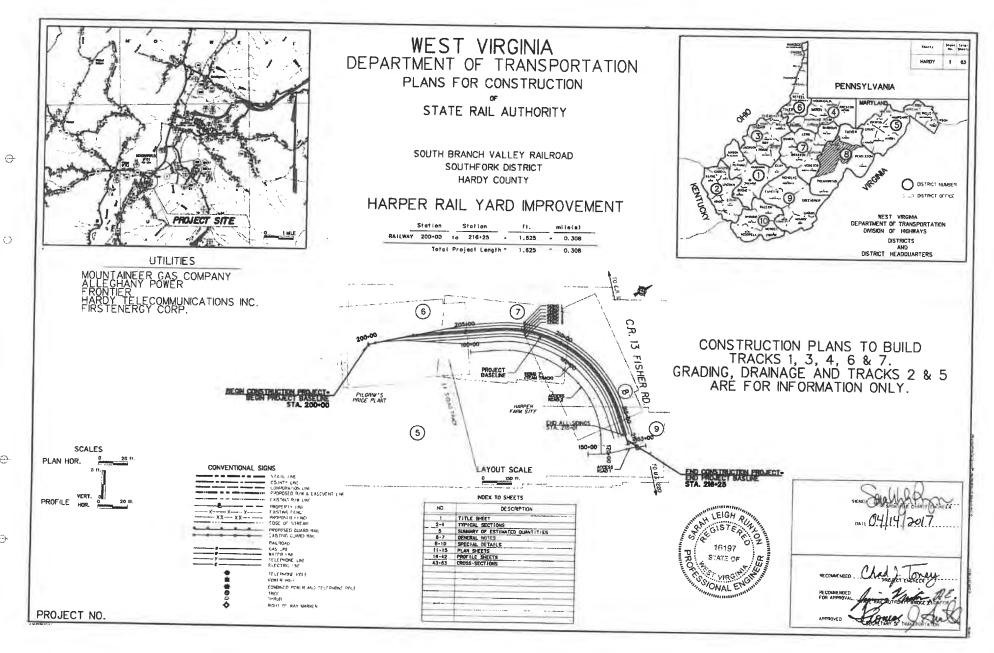
#### 13.1.4.9 - Anchors

Rail anchors for jointed track shall be applied at sixteen (16) anchors per 39 feet rail length, box anchoring eight ties spaced in accordance with the rail anchoring detail provided in the plans. Box anchoring is defined as an anchor on each side of a tie, on both rails, or four (4) anchors applied to one tie. Anchors shall be securely and squarely fastened to rail and have a solid bearing against the ties.

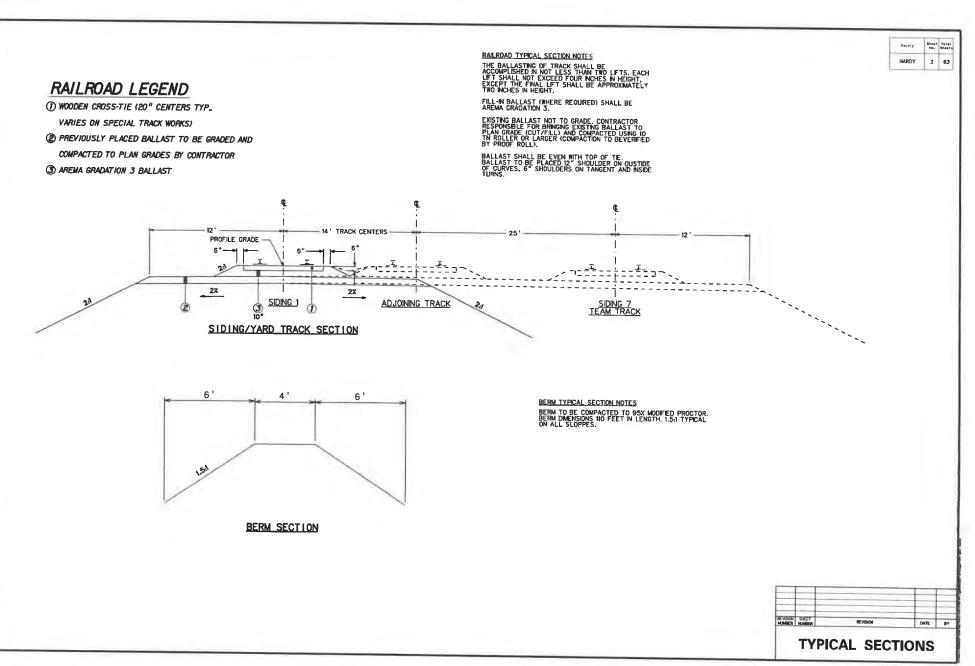
# 13.1.4.10 - Laying Welded Rail

All rail in turnouts and yard track are to be welded. Track locations that have over 400 feet in length of welded rail are considered to be continuous welded rail (CWR). Track shall meet all the requirements for CWR track (Reference 49 CFR 213.12(f). Fabrication of CWR shall be governed by AREAM recommendations found in Chapter Four(Rails), Part Three (Joining of Rail), Subsection 3.11(Specification of Fabrication for Continuous Welded Rail).

# Exhibit C



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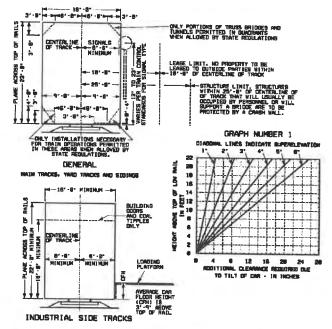
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DEOFIEE OF CURVE	1	2	3	4	5	6	7	8	9	16	11	12
ALL LOCATIONS EXCEPT FLORIDA	11/2	3	41/2	6	71/2	9	1012	12	1312	15	1612	18
IN THE STATE OF FLORIDA	2	4	8	В	10	12	14	18	18	29	22	24

- STANDARD CLEARANCES ARE TO BE USED FOR ALL NEW CONSTRUCTION
   WRER THERE ARE NO LEGAL REQUIREMENTS THAT DICTATE DREATER
   CLEARANCES.
- CLEARANCES FOR RECONSTRUCTION, REMABILITATION AND ALTERATION WORK ARE DEPONDENT ON EXISTING PHYSICAL CONDITIONS, WHERE POSSIBLE, THEY WILL BE IMPROVED TO COMPLY WITH THE STANDARD CLEARANCES,
- 3. STATE OR CANADIAN CLEARANCE LAWS RUST NOT BE VIOLATED. LEDAL REQUIRMENTS MAY BE MODIFIED ONLY BY THE GOVERNMENTAL BODY THAT ISSUED THEM.
- 4. STANDARD CLEARANCE MAY BE MODIFIED ONLY IF APPROVED BY THE CHIEF ENGINEER DESIGN. CONSTRUCTION. AND CAPACITY.
- 5. STANDARD CLEARANCE DIAGRAMS SHOWN ARE FOR TANDENT FRACK AND INCREASES BUST BE BE PROVIDED FOR THE EFFECTS OF CURVATURE AND SUPPRELEVATION.
  - A. ADDITIONAL CLEARANCE DUE TO CURVATURE!
  - WEN A FIXED OBSTRUCTION IS LOCATED ADJACENT TO A CURVED TRACK, THE HORIZONTAL CLEARANCE VILL BE INCREASED 1 '2 INCRES PER DEGREE OF CURVANTE ON BOTH SIDES OF THE THOSE CENTERLINE PER TABLE 1, EXCEPTION: FLORIDA REQUIRES 2 INCRES PER DEGREE.
- B. ADDITIONAL CLEARANCE DIE TO SUPERELEVATION
- WHEN A FIXED GRETAUCTION IS LOCATED ADJACENT TO A SUPERILEVATED TRACK, THE HORIZONTAL DIEGRANDE ON THE LOW MAIL SIDE OF THE TRACK VILL BE INCREASED TO ALLOW FOR TILT, THE MINIMUM INCREASE IS SHOWN ON DRAPH NO. 1.
- . ADDITIONAL CLEARANCE DUE TO CURVATURE AND SUPERELEVATIONS
- WHEN A FIXED DESTRUCTION IS LOCATED ADJACENT TO A CURMED AND SUPPRED EVATED TRACK. THE MERIZONTAL CLEARANCE INCREASE WILL BE THE SAN OF THE INCREASES OSTAINED DESTRUCTS. A AND S. A ADDVS. EXCEPTION: CAMPON REQUIRES A NUMBER S.A CHEST FOR DEGREE.
- D. ADDITIONAL CLEARANCE ON TANGENT TRACKS.
- WHEN A FIXED OBSTRUCTION IS ADJACENT TO TANGENT THACK BUT THE THACK IS CURVED WITHIN 88 FEET OF THE OBSTRUCTION. THE HORIZONTAL LEARANCE VILL BE INCREASED AS FOLLOWS:

DISTANCE FROM OBSTRUCT TO CURVED TRACK - FEET INCREASED HORIZONTAL CLEARANCE

# TO 20 21 TO 48 41 TO 68 61 TO 88 1882 OF PARAGRAPH 5.C 75% OF PARAGRAPH 5.C 58% OF PARAGRAPH 5.C 25% OF PARAGRAPH 5.C

8. VERTICAL CLEARANCE ON SUPERELEVATED TRACK IS NEASURED FROM THE TOP OF THE MIGH RAIL,

CSX TRANSPOSITION

CLEARANCE DIAGRAMS

APPROVED - CHEF ENGINEER DESIGN. CONSTRUCTION. & CAPACITY

PROVED - VICE PRESIDENT

PREPARED BY: D.C. CLARK ISSUED: JULY 19. 1996 REVISED: SEPTEMBER 5: 2008

NOTE

DETAILS WERE TAKEN FROM THE CSX TRANSPORTATION PUBLICATION, "STANDARD SPECFICATIONS FOR THE DESIGN AND CONSTRUCTION OF PRIVATE SIDETRACKS", DATED JUNE 1, 2007.

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N. CONTRACT	GDET .		7	-
				-

TYPICAL SECTIONS

HARDY 4 63

DIMENSIONS - NOTES:
ARE SHOWN IN FEET AND INCHES (FT-IN).
ARE SHOWN IN FEET AND INCHES (FT-IN).
ARE FOR TANDERT TRACK. SEE CSM 2884 FOR INCREASE DUE TO CURVATURE.
VERTICAL CLEARANCE IS MEASURED FROM TOP OF HIDM RAIL FOR THE ENTIRE FULL HORIZONTAL WIDTH DESCRIBED BELOW.
HORIZONTAL DELARANCE IS MEASURED FROM CENTERINE OF MEAR TRACK.
APPLY TO ALL NEW CONSTRUCTION. RECONSTRUCTION AND ALTERNATIONS
ALL COLUMNS ARE MINIMAM EXCEPT COLUMNS 22. 24. 27. AND 29 WHICH ARE MAXIMUM
CPH - CAR FLICEN HEIGHT.
REFERENCE CHAPTER 28 OF AREMA MANUAL FOR RAILWAY ENDINEERIND FOR ENTIRE DETAILS OF STATE LEGAL CLEARANCES

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		TR	ACK	CEN'	TERS			
MAIN TRACKS	ANY TWO NON-MAIN TRACKS	HOJACENT NON-HAIN TRACK TO ANY MAIN TRACK	AOJACENT TO ANY PARALLEL TRACK	TWO ADJACENT PARMLEL LADDER TRACKS	LAUDER TRACKS AND CABCOSE TRACKS	TEAM TRACKS IN PAIRS	UNLOADING TRACKS AT PLATFORMS	HAIN TRACK AND BLLK LOADING OR UNLOADING TRACK
1	2	3	4	5	6	7	8	9
15-8	14-8	15-0	19-8	19-8	14-0	13-6	13-8	18-0

		VER1	ICA	_			HÇ	RIZO	NTA	L	
DENERAL CUALESS PROVIDED FOR!	THRU BRIDGES	HIGHWAY BRIDGE (SPANNING TRACKS)	TUNNELS	BUILDING DOORS	IN BUILDINGS	DENERAL CUALESS PROVIDED FOR?	THRU BRIDGES	HIGHNAY BRIDGE (SPANNING TRACKS)	TUNNELS	BUTLOING DOORS	IN BUILDINGS
10	11	12	13	14	15	16	17	18	19	29	21
23-8	23-8	23-8	23-8	18-8	22-8	9-8	9-8	18-0	9-0	8-8	8-8

COLUMN & SHALL BE 17-8 IN MASSACHUSETTS
COLUMN 7 AND 8 SHALL BE 14-8 IN INICHIGAN
COLUMN 7 AND 8 SHALL BE 21-6 IN CHICH CANDA, WEST VIRGINIA, & CAMADA, 22-6 IN CONNECTICUT, MASSACHUSETTS, & HICHIGAN
COLUMN 16 SHALL BE 21-6 IN CONSCITUT, MASSACHUSETTS, & HICHIGAN, 23-6 IN DELAWAME
COLUMN 16 SHALL BE 12-6 IN PERMITTYANIA
COLUMN 18 SHALL BE 21-8 IN SOUTH OFFICIANA
COLUMN 28 SHALL BE 21-8 IN SOUTH OFFICIANA
COLUMN 28 SHALL BE 21-8 IN SOUTH OFFICIANA
COLUMN 28 SHALL BE 31-8 IN SOUTH OFFICIANA

			HOR	ZON	TAL					
	PLA	FORMS				BIONAL	5			
- CENTERLINE OF TRACK					LOW BETWEEN TRACKS		SWITCH BOXES ETC.			
TOP OF RAIL	+ D -	ĮA.	•	8	HE10H7	CLEARANCE	IGHT	CLEARANCE	POLES	A DOCKS
	NGER	FAE	IGHT	Į.	Ψ	3	뿐	ि हैं	티로	88 88
PASSE		C	D	7			1			
A	В									
	B 23	24	25	25	27	28	29	38	31	32

EXCEPTIONS: COLUMN 23 SHALL BE 5-2 IN CONNECTICUT
COLUMN 25 SHALL BE 8-6 IN CONNECTICUT MARYLAND, MICHIGAN,
MEY YORK, A PERMSY, VANIA
COLUMN 25 SHALL BE 9-0 IN DELAWARE! 12-0 IN PERMSYLYANIA
COLUMN 25 SHALL BE 0-5 IN CAMADA
COLUMN 25 SHALL BE 0-5 IN CAMADA
COLUMN 35 SHALL BE 8-4/4 IN CAMADA 8-6 IN DC. & MARYLAND

CSX TRANSPORTATION

STANDARD CLEARANCE MATRIX

APPROVED - CHEF ENGINEER
DESIGN. CONSTRUCTION, & CAPACITY

PPROVED - VICE PRESIDENT

PREPARED BY: D.C. CLARK

ISSUED: JULY 19. 1996 REVISED: SEPTEMBER 5. 2006

2605

NOTE

DETAILS WERE TAKEN FROM THE CSX TRANSPORTATION PUBLICATION, "STANDARD SPECIFICATIONS FOR THE DESIGN AND CONSTRUCTION OF PRIVATE SIDETRACKS", DATED JUNE 1, 2007.

NUMBER	HUMBER	REVISION	DATE	В
_				-
-	-			
				-

TYPICAL SECTIONS

Item	Summary o	of Estimat Quantity	ted Quantities Notes
AREMA Ballast	TN	3720	#3 or #4
Track, 115 RE	Linear Feet	14,588	Track Includes labor, equipment and for all raill, cross tie plates, splices, rack bolts, washer, spikes, anchors, expansions shims, gaging, and other appurtenances as required
#8, 115 RE Switches	EA	4	Four complete #8 115RE switch packages with adjustable rail braces, all necessary plates including Pandrol milled plates under points, rails, bars, points, self-guarded frog, heel blocks and new A&K EZ-Op 51-A switch stand with bow handle.
Bumper Posts	EA	5	Strike-outs approved.  Smallyh Ryon
115 - 132 Compromise Joints	EA	2	

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CALE-L O NVA II.	PEWSON SHEET	REVISION	DATE	91	QUANTITY SHEET
					THE WEST VIRGINIA DEPARTMENT OF TRANSPORTATION STATE RAIL AUTHORITY

#### GENERAL NOTES

<u>COVERNING SPECIFICATIONS</u>
WORKMANSHIP AND MATERIALS SHALL BE PER CURRENT AREMA SPECIFICATIONS UNLESS OTHERWISE SPECIFIED.

WASTE MATERIAL REMOVED AND NOT REUSED IN THE CONSTRUCTION OF THE PROJECT WILL BE REMOVED FROM THE PROJECT AND DISPOSED OF BY THE CONTRACTOR.

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Strike-out

UTILITIES
THE LOCATIONS OF ALL KNOWN UTILITIES ARE SHOWN ON THE CONTRACT PLANS BASED ON THE BEST AVAILABLE INFORMATION
FROM EXISTING PLANS AND FELD INFORMATION. IT IS THE CONTRACTORS RESPONSIBILITY TO ASCERTAN THE STATUS AND
LOCATION OF EACH UTILITY WHEN PERFORMING WORK WHICH MAY AFFECT THESE FACILITIES, INCLUDING PROBING EXCAVATION OR
ANY OTHER PRECAUTION REQUIRED TO CONFIRM LOCATION. THE CONTRACTOR WILL BE RESPONSIBLE FOR ANY DAMAGE OR
DISRIPTION TO UTILITY LINES WHICH ARE KNOWN ACTIVE AND ARE TO REMAIN IN OPERATION.

<u>VERIFICATION OF DIMENSIONS</u>
THE CONTRACTOR IS RESPONSBLE FOR VERIFICATION OF ALL PLANS, ELEVATIONS AND DIMENSIONS PRIOR TO ORDERING MATERIALS FOR THE CONSTRUCTION OF VARIOUS BID ITEMS ON THIS PROJECT.

WASTE AND BORROW SITES NO WASTE OR BORROW SITES WILL BE PERMITTED WITH ANY FLOOD PLAN, WETLANDS, OR HIGHLY SENSITIVE CULTURAL RESOURCES.

LAYOUT DATA
ONCE A CONTRACTOR HAS BEEN SELECTED BY THE WVSRA, LAYOUT DATA WILL BE PROVIDED UPON REQUEST. AVAILABLE DATA
NCLUDES: SURVEY REFERENCE POINTS, GEOMETRIC LAYOUT GENTLY .olg GEOMETRY FILE), AND ELECTRONIC MICROSTATION
DATAWAY FILE.

EARTHEN BERM MATERIAL FOR EARTHERN BERM HAS BEEN STOCKPILED ONSITE NEAR THE THE ACCESS ROAD AT THE END OF SIDING. ANY EXCESS MATERIAL SHALL BE REMOVED FROM PROJECT SITE BY CONTRACTOR.

#### CONDUCT OF WORK

Sep. CONTRACTOR SHALL COORDINATE WORK WITH THE SOUTH BRANCH VALLEY RAILROAD (SBVR). CONTACT FOR TRACK ACCESS IS CHESLEY KOERNER, 304-613-5546 OR chelsey.f.koerner@wv.gov.

CONTRACTOR SHALL BE RESPONSBLE TO FROUDE A RADIO OR RADIOS CAPABLE OF COMMUNICATING WITH THE SBVR.—THE RADIO MIST BE A MANUM OF AD WAITS.—THE CONTRACTOR CAN LET A RADIO FROM HAMMACK COMMUNICATIONS, 304-638-6210, AND HAVE.—TROGRAMMED WITH-THE SAME FREQUENCY AS THE SBVR.—EACH WORK CRW SHALL—BE EQUIPMED WITH A RADIO STATIONED TO ROAD-CHANNEL 150.435. A RADIO-IS REQUIRED FOR ALL CREWS AS CELL SERVICE MAY SERVICE MAY BE LIMITED.

ALL WORK SHALL BE SUBJECT TO INSPECTION BY THE STATE RAIL AUTHORITY (SRA).

THE CONTRACTOR SHALL COMPLY WITH ALL SAFETY RULES AND REGULATIONS AS REQUIRED BY THE FEDERAL RAILROAD ADMINISTRATION, SRA, AND OTHER PARTIES AS APPLICABLE.

THE CONTRACTOR MILL BE REQUIRED TO MAVE ALL EMPLOYEES THAT WILL BE WORKING ON THIS PROJECT ATTEND A & DAY CLASS ON TRACK SAFETY AND TRACK ACCESS. A MANDATORY PRE CONSTRUCTION MEETING, MILL BE FILD WITH ALL EMPLOYEES WORKING ON THE PROJECT, THE SEVEN AND THERE REPUBLIES. THAT I HE SET THE SEVEN AND THE ENDINE WILL ENSURE THAT EVERYONE UNDERSTANDS THE ENTIRE SCOPE OF MORK AS QUITIANDED IN THE ANABOED CONTRACT OF MADE AND AND THE SENTENCE OF THE REPORT SHALL BE SCORED BY THE CONTRACTOR AND PARL BOAD REPORTS OF THE REPORT SHALL BE SCORED BY THE CONTRACTOR AND FAIL OLD THE SEVEN AND AND THE SEVEN AND THE SEVEN AND THE WEEK A FAMIL INSPECTION OF ALL COMPLETED WORK SHALL BE CONDUCTED BY THE CONFICE OF THE WEEK A FAMIL INSPECTION OF ALL COMPLETED WORK SHALL BE CONDUCTED TO A SEVEN AND WILL LIST. THE WORK COMPLETED FOR THE WEEK A FAMIL INSPECTION OF ALL COMPLETED WORK SHALL BE CONDUCTED. TO ASSURE AND WORK IS COMPLETED AS STATED IN THE CONTRACT OCCUMENTS. FINAL PAYMENT WILL BE WITHHELD LINTIL THIS INSPECTION IS COMPLETED.

CONTRACTOR SHALL USE MEAVY AND HIGHWAY CONSTRUCTION RATES AS ESTABUSHED FOR HARDY COUNTY. THESE RATES ARE PURSUANT TO BY CODE 21-53-ET. SEO, AND ARE AVAILABLE AT WWW.WW.BOS.COM/ODIOW/Wagerotes. CONTRACTOR WILL BE RESPONSBUE FOR SUBMITHING CERTIFED DAY ROLLS. TO THE SRA.

CONTRACTOR SHALL BE RESPONSBLE FOR CLEANUP OF THE WORK SITE. ALL DEBRIS AND REFUSE SHALL BE REMOVED FROM SBVR PROPERTY AND DISPOSED OF PROPERTY. THIS INCLIDES OLD CROSS-TES. SWITCH TES AND SPIKES REMOVED DURING THE PROJECT. OLD PAUL-AND OTH REMOVED FOR THE SPIKE CONTRACTOR SHALL GATHER ALL RAIL-AND-OTH FROM THE PROJECT AND NEATLY STACK AT THE HARPER YARD AS DRECTED BY SBVR. PERSONNEL.

SCOPE OF WORK TO BUILD TRACKS 1, 3, 4, 6 & 7. GRADING, DRAINAGE, AND TRACKS 2 & 5 ARE SHOWN FOR INFORMATION ONLY.

#### **MATERIALS**

MATERIALS USED IN THIS PROJECT SHALL BE AS DESCRIBED BELOW. SHOULD THESE SPECIFICATIONS NOT COVER WORK DESCRIBED HEREN, WORKMANSHIP AND MATERIALS SHALL BE AS PER CURRENT AREMA SPECIFICATIONS.

#### BALLAST

MATERIAL SHALL BE LIMESTONE, DOLOMITE, OR GRAINTE MATERIAL FREE OF LOAMS, DUST, OR OTHER FOREIGN PARTICLES. MATERIAL SHALL BE DESIGNATED AS AREMA \*3, IN ACCORDANCE WITH THE GRADATION CHART BELOW.

#### TRACK BALLAST GRADATION REQUIREMENTS

	X PASSING BY WEIGHT
SCREEN SIZE	AREMA 3
3"	-
2-1/2"	100%
2"	95-100%
11/2"	35-70X
1"	0-15%
% "	
%"	0-5%
%"	
NO.4	
NO.8	

ALL CROSSTIES SHALL BE TREATED PER A.W.P.A. MANUAL C-8 TO A NET RETENTION OF 7LB./GU.FT. FOR OAK AND 8-½ LB/CU.FT. FOR WIXED HARDWOODS, AND SHALL CONFORM TO AREMA CHAPTER 3. ALL TRES SHALL BE FREE FROM ANY DEFECTS HAT MER THERE STRENGTH OR DURABULTY AS CROSSTIES, SUCH AS DECAY, LARGE SPUTS, LARGE SHALS, LANTING GRAM, OR LARGE NUMEROUS HOLES OR KNOTS, MAINLINE CROSSTIES SHALL BE SULTS, LARGE SPUTS, LARGE SHALES, LANTING GRAM, OR LARGE NUMEROUS HOLES OR KNOTS, MAINLINE CROSSTIES SHALL BE SIZE 5 (7 M9 'M2 '-6" AND CONFORM TO AREMA CHAPTER 3. REFUSAL.

1.6. TIES SHALL BE 100% END-PLATED, MIXED HARDWOODS AND OAK, CREOSOTE PRESSURE TREATED TO 7° RETENTION OR SWITCHTIES

SMITCHTIES SHALL BE PRESSURE TREATED AS SPECIFED ABOVE. THE SMITCH TIES SHALL BE OF 7"x9" CROSS-SECTION AND SHALL VARY IN LENGTH AS PER THE SPECIFED TURNOUT DESIGN. TIE PLATES

THE PLATES SHALL BE DOUBLE-SHOULDER WITH NO MORE THAN 1:40 CANT AND CONFORM TO AREMA MANUAL CHAPTER FIVE (TRACK), PART 1 (THE PLATES), EXCEPT IN TURNOUTS AND TRACK CROSSINGS WHERE SPECIAL PLATES ARE REQUIRED.

THE WEST VIRGINIA DEPARTMENT OF TRANSPORTATION STATE RAIL AUTHORITY **GENERAL NOTES** REVISION DATE

lounly	Sheet No.	Total Sheet
ARDY	7	В3

#### MATERIALS (CONT.)

<u>SPLICES</u>
JOINT BARS SHALL HAVE A DRILLING PATTERN TO MATCH BOLT HOLES IN ABOVE RAIL AND CONFORM TO AREMA CHAPTER FOUR
(RAILS), PART THREE (JOINING OF RAILS).

COMPROMISE JOINTS
COMPROMSE JOINTS SHALL CONFORM TO AREMA CHAPTER FOUR (RAILS), PART THREE (JOINING OF RAILS), AND BE OF SIZES AS NOICEATED ON THE PLANS.

TRACK BOLTS AND WASHERS
SAE GRADE B BUTTON HEAD OVAL MECK BOLTS SHALL BE USED FOR ALL TRACK JOINTS. SPRING WASHERS OF THE APPROPRIATE
SIZE AND CONFORMING TO AREMA RECOMMENDATIONS FOUND IN CHAPTER FOUR (RAILS), PART THREE (JOINING OF RAILS), SHALL
BE USED ON EACH BOLT.

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SPIKES
HIGH-CARBON STEEL TRACK SPIKES SHALL BE USED AND CONFORM TO AREMA RECOMMENDATIONS FOUND IN CHAPTER 5 (TRACK),
PART 2 (TRACK SPIKES). TRACK SPIKES SHALL BE "SQUARE BY 6" LONG.

ANCHORS

RAIL ANCHORS SHALL BE DRIVE ON OR SPRING TYPE, OF APPROVED DESIGN, CONFORMING TO AREMA RECOMMENDATION FOUND IN CHAPTER 5 (TRACK) PART 7 (RAIL ANCHORS), NEW OR APPROVED RECLAMED RAIL ANCHORS SHALL BE USED. WHERE USED WITH RELAY RAIL, THE ANCHORS MUST BE SIZED TO FIT THE RAIL BASE.

TURNOUTS
ALL TURNOUT MATERIAL SHALL BE OF NO LIGHTER RAIL SECTION THAN THE RAIL SECTION FROM WHICH IT DIVERGES AND SHALL
BE SUBJECT TO THE INSPECTION AND APPROVAL OF THE SBVR. ALL TURNOUTS SHALL MEET AREMA SPECFICATIONS. TURNOUT
FROG SHALL BE RAILBOUND MANGANESE. SWITCH STANDS SHALL BE ABY EZ-OP 51-A SWITCH STAND WITH BOW HANDLE.

#### RAIL (GENERAL)

RAIL FOR THIS PROJECT SHALL BE OF SIZES INDICATED AS INDICATED ON THE PLANS AND SHALL CONFORM TO THE FOLLOWING:

1) WEAR SHALL BE NO GREATER THAN X" ON BOTH THE TOP AND GAGE SIDE.

2) RAILS SHALL BE STRAIGHT HORIZONTALLY EXCEPT NOT MORE THAN 10% OF THE ORDER MAY HAVE HORIZONTAL CURVES

3) RAILS SHALL BE STRAIGHT VERTICALLY WITH NO UPSWEEP OR PROOP PERMISSIBLE.

3) RAILS SHALL BE STRAIGHT VERTICALLY WITH NO UPSWEEP OR PROOP PERMISSIBLE.

4) RAILE SHALL BE STRAIGHT VERTICALLY WITH NO UPSWEEP OF BOTH OF BOTH OF WITH SHALL BE SOLID AND FREE OF VISUAL DESCRIPTION OF THE SHALL BE SHALL BE SHALL WITH AND SPIKE NOTHING WITH ANAXIMAN DEPTH OF "X" AND MAXIMUM LENGTH OF "X" IS

10 PERMISSIBLE LIGHT BUT NOWS OR SPIKE NOTHING WITH ANAXIMAN DEPTH OF "X" AND MAXIMUM LENGTH OF "X" IS

11 PERMISSIBLE LIGHT BUT NOWS OR SPIKE NOTHING WITH ANAXIMAN DEPTH OF "X" AND MAXIMUM LENGTH OF "X" IS

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13 PERMISSIBLE LIGHT BUT NOWS OR SPIKE NOTHING WITH ANAXIMAN DEPTH OF "X" AND MAXIMUM LENGTH OF "X" IS

14 PERMISSIBLE LIGHT BUT NOWS OR SPIKE NOTHING WITH ANAXIMAN DEPTH OF "X" AND MAXIMUM LENGTH OF "X" IS

15 PERMISSIBLE LIGHT BUT NOWS OR SPIKE NOTHING WITH ANAXIMAN DEPTH OF "X" AND MAXIMUM LENGTH OF "X" IS

16 PERMISSIBLE LIGHT BUT NOWS OR SPIKE NOTHING WITH ANAXIMAN DEPTH OF "X" AND MAXIMUM LENGTH OF "X" IS

17 PERMISSIBLE LIGHT BUT NOWS OR SPIKE NOTHING WITH ANAXIMAN DEPTH OF "X" AND MAXIMUM LENGTH OF "X" IS

18 PERMISSIBLE LIGHT BUT NOWS OR SPIKE NOTHING WITH ANAXIMAN DEPTH OF "X" AND MAXIMUM LENGTH OF "X" IS

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#### LAYING JOINTED RAIL

PLACEMENT
RAILS SHALL BE SO PLACED THAT THE JOINTS IN EACH LINE OF RAIL SHALL BE WITHIN THE MODLE HALF OF THE OPPOSITE
LENGTH RAIL. TO MINIMAZE THE CUITING OF FULL-LENGTH RAILS, SHORT RAILS MAY BE USED IN ADJUSTING FOR PROPERTY
SPACING OF JOINTS, BUT NO RAIL LESS THAN THIRTY THREE (33 ') ON CURVES OR NINTEEN FEET SIX INCHES (19 '-6') ON
TANGENTS SHALL BE USED.

<u>CUTTING OF RAIL</u>
FLAME CUTTING OF RAIL WILL NOT BE PERMITTED. RAIL SHALL BE CUT WITH A SAW. BOLT HOLES SHALL BE DRILLED, NOT TORCH-CUT.

CLEANING
THE BOTTOM OF THE RAIL AND BEARING SURFACES OF THE CROSSTIE AND TIE PLATES SHALL BE CLEANED BEFORE RAIL IS LAID.

RAIL TEMPERATURE

A RAIL THERMOMETER SHALL BE USED IN DETERMINING RAIL TEMPERATURES AT THE TIME OF INSTALLATION. APPROVED

THERMOMETER SINCLUDE DIAL RAIL THERMOMETER AND ELECTRONE SURFACE THERMOMETERS. INCLUDE DIAL RAIL THERMOMETER AND ELECTRONE SURFACE THERMOMETERS. INCLUDE DIAL RAIL THERMOMETER AND SECONDED PERIODICALLY DURING THE DAY AND SUPERVISORY EMPLOYEE SHALL SEE THAT IT IS CHECKED FREQUENTLY AND THAT PROPER EXPANSION SHIMS ARE USED. WHEN TAKING RAIL TEMPERATURES HAVE SHE THAT THE SHALL PROPERTURE OF THE RAIL ON THE SIDE AWAY FROM THE SUR, NON-CONTACT THERMOMETERS SHALL BE COLITED IN MORE THAN TWO FEET TEMPERATURES AND EXPANSION ARE TO BE MADE AVAILABLE FOR INSPECTION BY REQUEST.

EXPANSION SHIMS
RAIL EXPANSION SHIMS OF APPROVED THICKNESS AND MATERIAL WILL BE USED PER 39-FOOT RAIL IN ACCORDANCE WITH THE
FOLLOWING TEMPERATURE TABLE:

#### EXPANSION REQUIRED FOR JOINTED RAIL

BELOW 6°F	%" IN EACH JOINT
6° -25° F	%" IN EACH JOINT
26-45° F	%" IN EACH JOINT
46-65°F	%" IN EACH JOINT
66-85° F	%" IN EACH JOINT
OVER 85° F	NO SHIMS NECESSARY

EXCEPT AS OTHERWISE SPECIFIED, RAILS SHALL BE LAID ONE-AT-A-TIME, AND TO INSURE GOOD ADJUSTMENT, THE RAIL ENDS BROUGHT SQUARELY TOGETHER AGAINST SUITABLE RAIL EXPANSION SHIMS AND BOLTED BEFORE SPIKING.

CAGE
THE GAGE OF THE TRACK IS THE DISTANCE BETWEEN THE HEADS OF THE RAILS, MEASURED AT RIGHT ANGLES THERETO, AT A POINT FIVE-EIGHTHS (%,\*) INCH BELOW THE TOP RAIL. STANDARD GAGE IS 4'-8'%." NO CHANGE IN GAGE ON ACCOUNT OF CURVATURE WILL BE PERMITTED. GAGING SHALL BE DONE AT THE TIME THE RAIL IS LAID.

BUTTING USED RAIL WITH NEW RAIL.
WHEN BUTTING USED RAIL WITH NEW RAIL, WELDING SHALL BE USED TO BUILD UP THE END OF THE USED RAIL TO MATCH THE
NEW RAIL. THIS PROVIDES A SMOOTH TRANSITION OVER THE JONIT. THE SAME PROCESS SHALL BE USED WHEN IT IS NECESSARY
TO BUTT USED RAIL TO NEW FROGS, SWITCHES, ETC.

ANCHORS

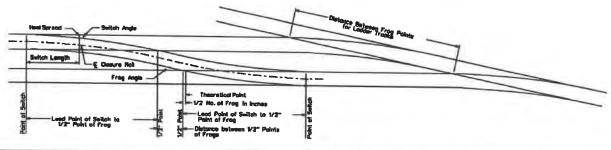
RAIL ANCHORS FOR JOINTED TRACK SHALL BE APPLIED AT SIXTEEN ((6) ANCHORS PER 39 FEET RAIL LENGTH, BOX ANCHORING EIGHT TIES SPACED IN ACCORDANCE WITH THE RAIL ANCHORING ESTAIL PROVIDED IN THE PLANS. BOX ANCHORING IS DEFINED AS: AN ANCHOR ON EACH SIDE OF A TIE, ON BOTH RAILS, OR FOUR (4) ANCHORS APPLIED TO ONE TIE. ANCHORS SHALL BE SECURELY AND SQUARELY FASTENED TO RAIL AND HAVE A SOLID BEARING AGAINST THE TIES.

#### LAYING WELDED RAIL

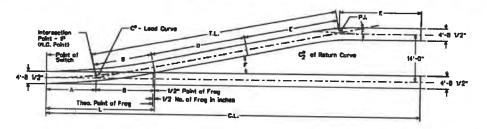
ALL RAIL IN TURNOUTS AND YARD TRACK ARE TO BE WELDED. TRACK LOCATIONS THAT WILL HAVE OVER 400 FEET IN LENGTH OF WELDED RAIL ARE CONSIDERED TO BE CONTINUOUS WELDED RAIL CWR) TRACK AND SHALL MEET ALL THE REQUIREMENTS FOR CWR TRACK (REFERENCE 49 CFR 213.12(15): SEE http://www.gpooccess.gov/cfr/index.html). FABRICATION OF CWR SHALL BE GOVERNED BY AREMA RECOMMENDATIONS FOUND IN CHAPTER FOUR (RAIL), PART THREE (JORNING OF RAIL), SUBSECTION 3.II (SPECIFICATION OF FABRICATION FOR CONTINUOUS WELDED RAIL).

THE WEST VIRGINIA DEPARTMENT OF TRANSPORTATION STATE RAIL AUTHORITY **GENERAL NOTES** REVISION SHE REVISION DATE

County	Sheet No.	Total Sheet		
HARDY	8	83		



TURNOUT														1			anacon en				1	
	SMITCH 10 1/2"	DEGREE OF CURVE & CLOSURE RALS	TURNOUT	FROG SWITCH		P.S. 10	10 70 107	V2- P.F	UZ- D.F. TANG.		다.	CT.	CT.		CROSSOVER		LADDER TRACKS		4			
FROG HD.				TURNOUT FLAN NO.	FROG	FROG	LENGTH		HEED.	NT, PT	V2" F1	P.C. RET	RET.	UP, 10 P.1 RET.		LENGTH	CLEAR LENGTH	P.S. TO	1/2" POINT OF FROG		1/2" PONT OF FROG	
	POINT OF FROG	RALS		MIGLE	PLAN NO.	LENGTH	ANGLE	SPREAD		FROG CURVE TO CURVE W'-0" T.E.		T.C. 15-0 T.C.	LAST	TRACK CENTERS		TRACK CENTERS		THE				
7	62'-T	16, 21, 52.	2-2	B" 10' 16"	4-10	15'-6"	T 44'1 F	6 1/4"	28,83	33,25	39.59	25.66		16" DO:	152.00	156.96"	93'	30.99	37.98	14'-0" 98.50'	105.54	+-
														1	7.75.4				01100	-	100.04	+
8	58'-11 1/8"	10*25:03*	2-3	7" 09" 10"	4-10	13:28	2" 54" 0"	6 V4"	20.93	38.00	38.58	35.86	112,44"	10" 00"	168.35	178,341	841	35.56'	43.53	112.44*	120,47	1
8	86'-0"	17 58 03	2-4	7 09 10	4-13	16'-6"	7 44'11"	8 1/4-	30.00	38.00-	44,54	29.90	112,44*	12 00	171,48	179,43	93'	35.56	43,53	112.44*	120.47	10
ġ	72'-3 1/2"	9*43*14*	2-5	6° 21° 38°	4-10	16'-6"	P 44*1 F	8 1/4"	29.54	42.75	50.10	33.86	125.39	g= 30°	188.70	197.67	100	40.TF	49.06	126.39*	135.41	9
10	781-9"	7° 2T 22"	2-7	5° 43' 29'	4-14	16"-6"	f 44° 11"	6 1/4"	31,25	47.50°	54.63	38.23	140.35	7° 30'	209.13	219.10*	ttr	44.65	54.63	140.35	150,38	10
12	95'-4"	3º 11 20-	2-9	4" 46' 19"	4-15	22:-0:	7 18 08"	6 1/4-	38.33	57.00°	63.53	47.78	168.29	3° 00°	253.60	265.781	129	53.71	65.69*	168.29	15.08F	12
14	100'-0"	3* 51 39*	2-10	4° 05' 27'	4-16	22'-0"	7 19 08"	6 1/4*	39.50	66.50°	78.58*	51.17°	198.25	¥ 45	286.42*	300.4G	152*	62.76	78.74*	196.25	210.27	14
15	111'-2 3/4"	3° 05'30"	2-12	3" 49" 06"	4-17	26'-0"	0*44'47"	6 1/4"	39.98	71,25	70.53	60 461	210.23	2" 48"	318.20	333.22	167					
15	126-4 1/2"	3" 19"48"	2-11	J-48-05	4-17	30'-0"	0°57'18"	-	55.13	71.25	75.3T	63.67	210.23	J 15	328,56	343.54	172"	67.27°	82.27 82.27	210.23	225.25° 225.25°	15
20	156'-0 1/2"	T 43'15"	2-15	2° 5° 5°	4-18	397-0"	f 04'30"	5 V4-	5L04 <sup>-</sup>	95.00	89.58	93.50	280.18	† 30°	438,36	458.35	220	89.82	109.81	280.18	283.47	20



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NORFOLK SOUTHERN RAILWAY COMPANY

# DATA ON TURNOUTS AND CROSSOVERS

RETURN CURVES AND LADDERS

JULY 1997

Alkreis, Georgio

NUIL DETAILS WERE TAKEN FROM THE NORFOLK SOUTHERN PUBLICATION, "GUIDELINES FOR DESIGN AND CONSTRUCTION OF PRIVATELY OWNED NOUSTRY TRACKS", DATED MARCH, 2011. SCALE :	
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THE WEST VIRGINIA DEPARTMENT OF TRANSPORTATION STATE RAIL AUTHORITY

SPECIAL DETAILS



BEIKING REQUIRMENTS MAIN TRACKS AND DIDINOS TRACK ALICHHENT MAKINGA AUTHORIZED FREIGHT SPEED LP 10 45 MPH 46 MPH TO GO IPPN IN MPH AND HIGHER UP TO 20 MPH 25 MPH MIC HIGHE LEDREE DEGREE SPICES SPIKING SPIKES SPIKES SPIKES SPIKES SPIKES SPIKING SPIKES | TAMEST | T 2\*-89\* 3\*-59\* 4 C 4 C 4 C 3 B 3
4\*-88\* 5\*-59\* 4 C 4 C 4 C 4 C 4
12\*-88\* 12\*-59\* 5 D D D 5 U 4 C 4
12\*-88\* 12\*-59\* 5 D D D 5 U 4 C 4 121-887 M30 LIP 6 D 5 D 8 D 4 C

SPIKING PATTERN 'A'

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SPIKING PATTERN 'C'

SPIKING PATTERN 'B' SPIKING PATTERN 'D'

POSITIVE RESTRAINT RAIL FASTENERS ALL TRACK ALIGNMENTS



THICK SPIKE

O - THE PLATE BUREY

REVIEWED . DIRECTOR, ENGINEERING STANDARDS

CHIEF ENDINEER REVISED, DECEMBER 15, 2005

Kh Dun

2512

MAIN TRACK - A TRACK, DITER THAN AN ADMILIARY TRACK, EXTENDING THACKICH YARDS AND BETWEEN STATIONS, UPON MICH TRAINS AND GETWATED IN COMPUTAMENT WITH NULES OR SPECIAL INSTRUCTIONS.

SIDE TRACK - MY AUGILLIARY TRACK FOR PURPOSES OTHER THAN MEETING OR PRSSING TRAINS,

THE SPIKING PATTERN ON CURVES WILL SECON AT THE TANDENT TO SPIRAL MARKER PLATE AND END AND SPIRAL TO TANDENT MARKER PLATE.

SIX AGLE LOCOMOTIVES WITH CONVENTIONAL TRUCKS WAS RESTRICTED FROM OPERATING ON CURNES OVER 17"-181".

SIX AXLE LOCONOTIVES WITH ANDIAL STEERING TRUCKS ARE RESTRICTED FROM OPERATING ON DURVES OVER 23"-88".

MAIN TRACK SPIKING PATTERNS

SIDE TRACK SPIKING PATTERNS

CHIEF TRANSPORTED

IF POSITIVE RESTRAINT MAIL FASTGRERS ARE USED IN THE TURNOUT. POSITIVE RESTRAINT TIE PLATES MAIT SE USED FOR A MINISTE OF TIES THE FROO ON BOTH TRACKY UNTIL THE DOUBLE OF THE SHITCH TIES IS REACHED.

GACE PLATES

THE PLATES MIEAD OF SWITCH POINT

IF REDALAR TIE PLATES ARE USED. TPIRE THE IS TIE PLATES ANGACI OF THE GO PLATE WITH SPIKIND PATTERS 'O' IN ALL OTHER THAN YARD TRACKS. IN YARD TRACKS USE SPIKING 'S'.

PLATES

TURNOUT PLATE AREA

4.0

.

HILLED BEAT TURNOUT PLATES

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17 18

CINE NECK LAG SCREWS MAY BE LIBED IN GAGE PLAYES WITH SQUARE HOLES IN PLACE OF THICK BPIKES.

FROG PLATE AREA

6 C

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n c

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3 5

2.2

TIE PLATES BETWEEN FROD AND TURNOUT

PLATES

9481 1 0° 2 2513

- d - 1 p. . CLIARD RAIL PLATES 6 6 • S S 2 0 ... 6

ww WELDED STOP AND NILLED SEAT FROO PLATES

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THE PLATES
BETWEEN FROD
MID END OF
SWITCH TIES

3.2

CEX TRANSPORTATION

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TURNOUT SPIKING PATTERNS WITH BETHLEHEM 811 STYLE BRACES

APPROVED - MIER ENGINEER PREPARED - VICE PREPARED MAINTENANCE OF WAY ISSUED: DECEMBER 27, 1996 REVISED: DCTOBER 19, 2290

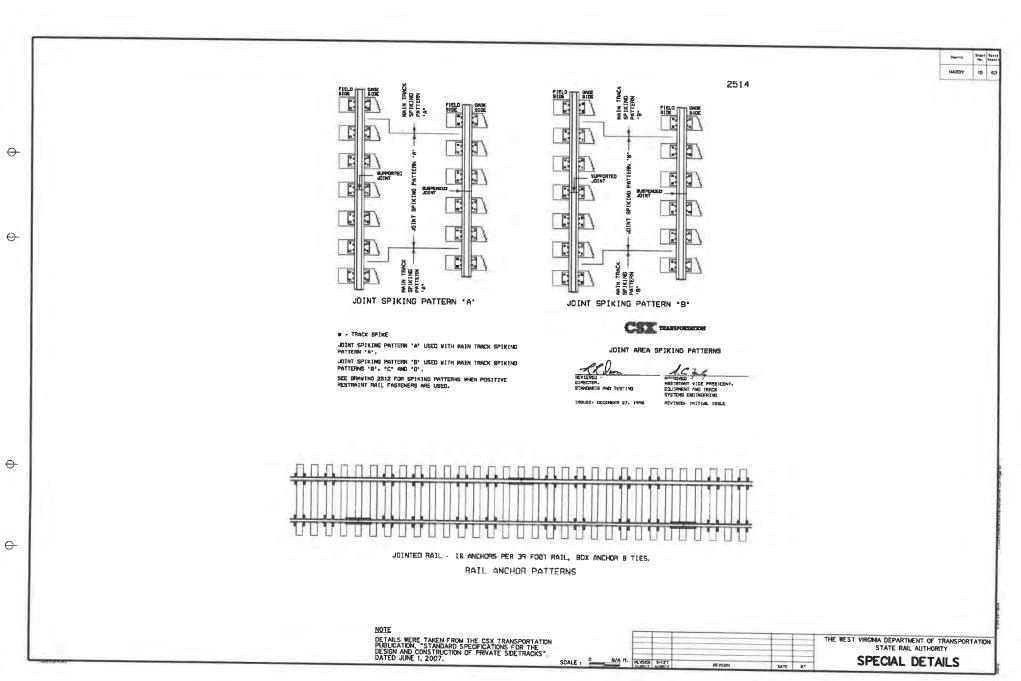
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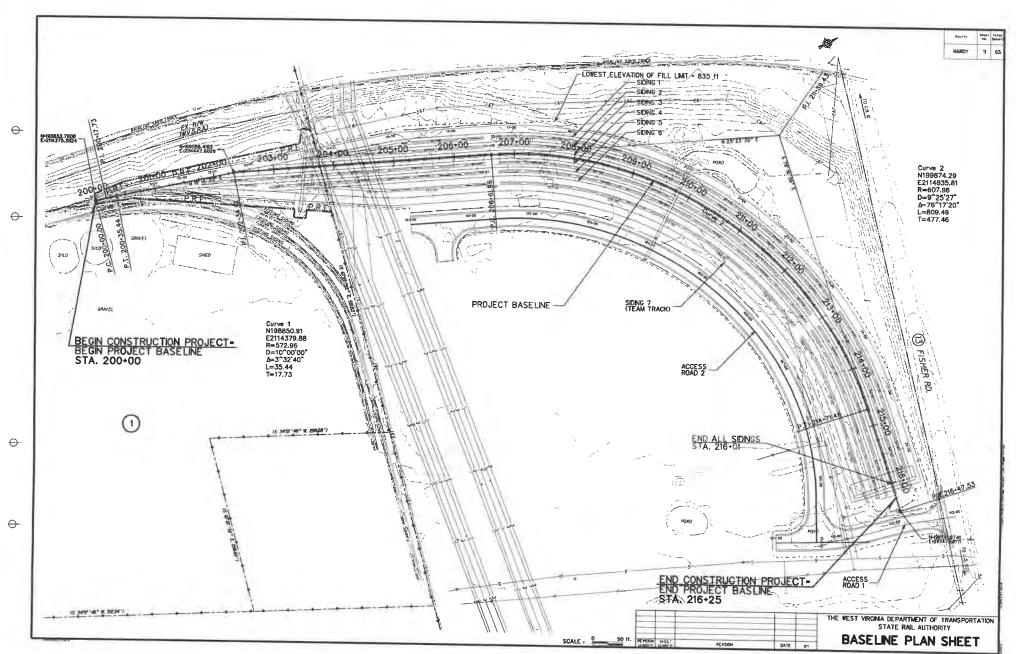
DETAILS WERE TAKEN FROM THE CSX TRANSPORTATION PUBLICATION, "STANDARD SPECFICATIONS FOR THE DESIGN AND CONSTRUCTION OF PRIVATE SIDETRACKS", DATED JUNE 1, 2007.

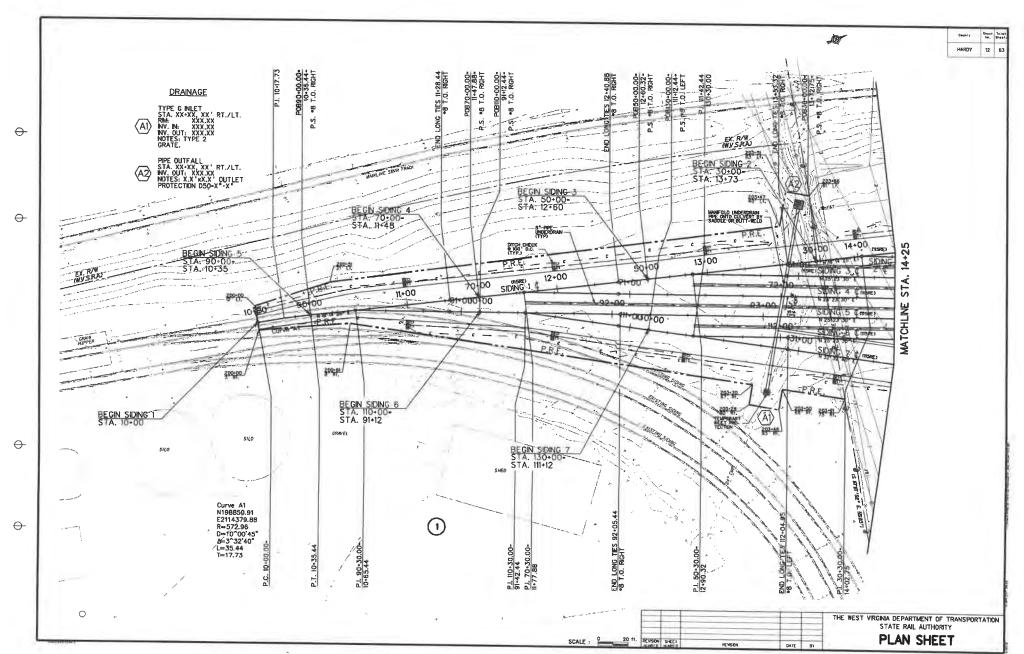
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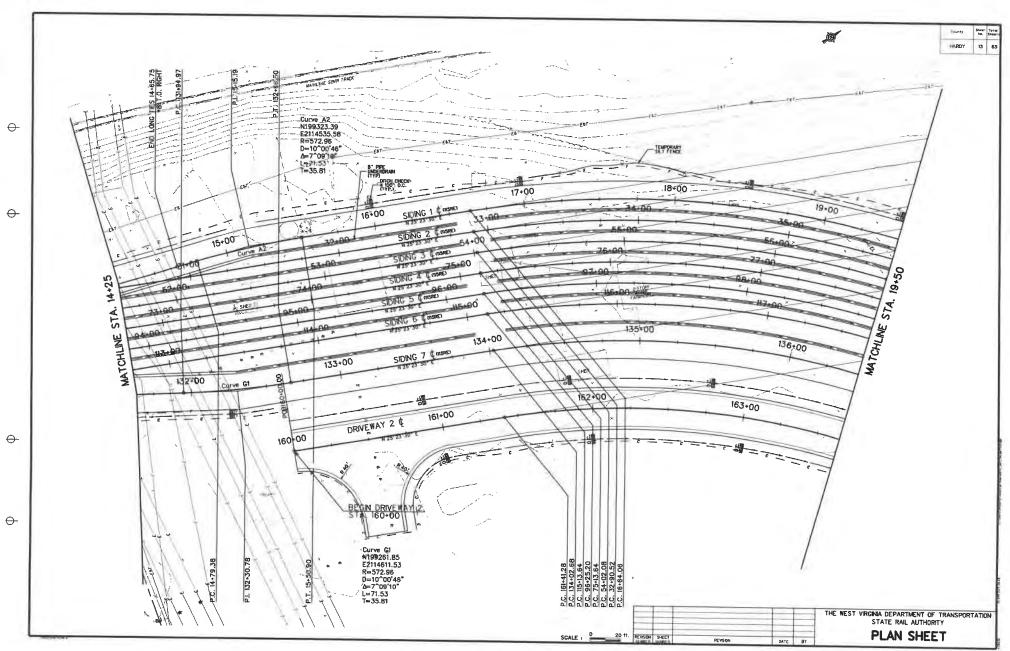
THE WEST VIRGINIA DEPARTMENT OF TRANSPORTATION STATE RAIL AUTHORITY

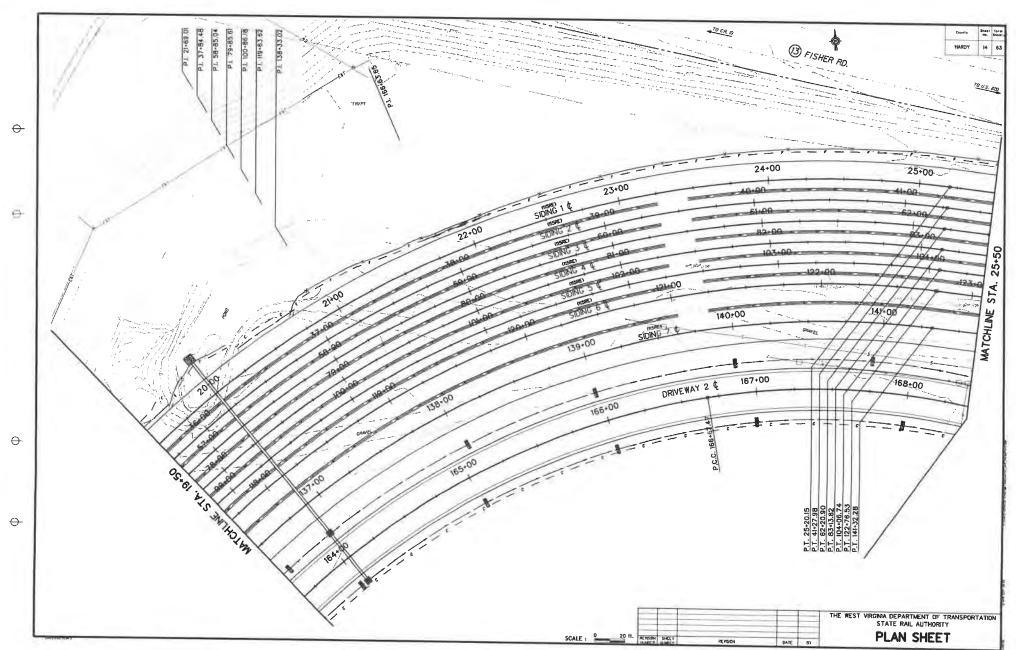
SPECIAL DETAILS

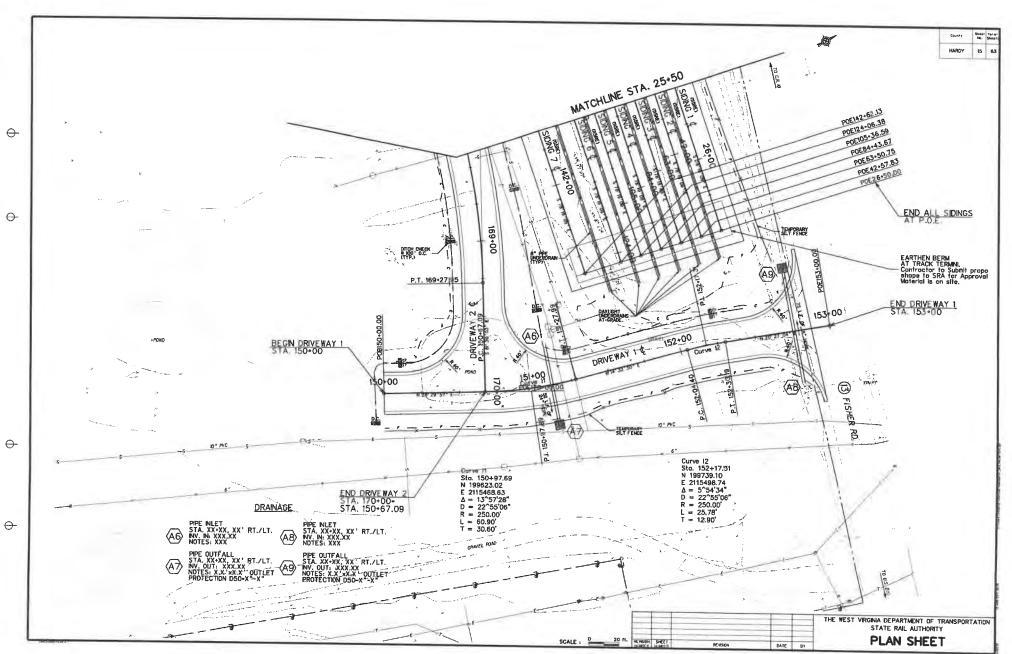


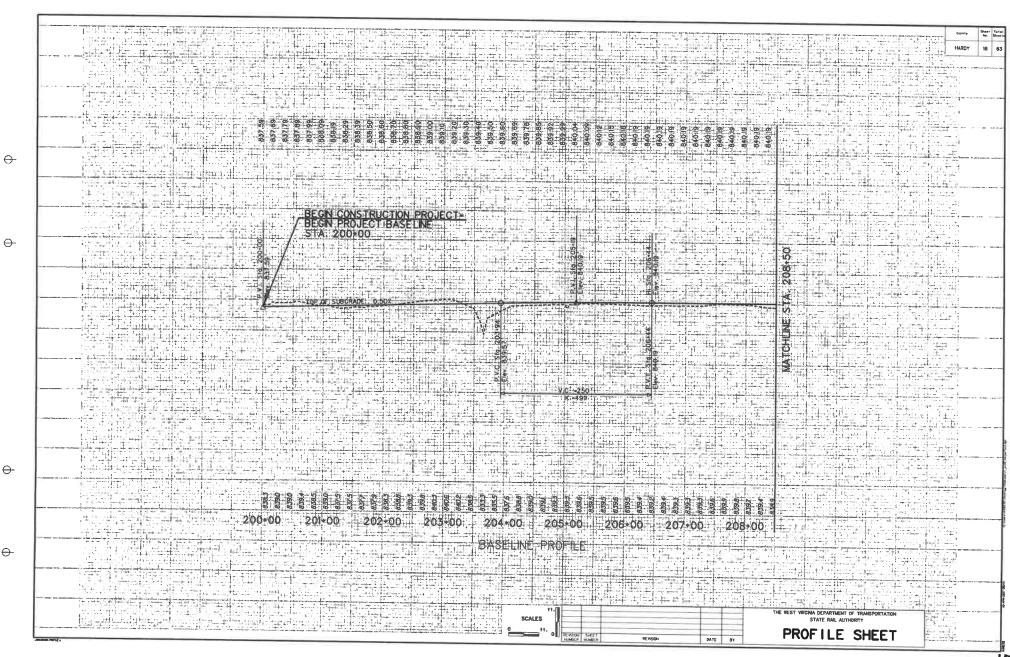






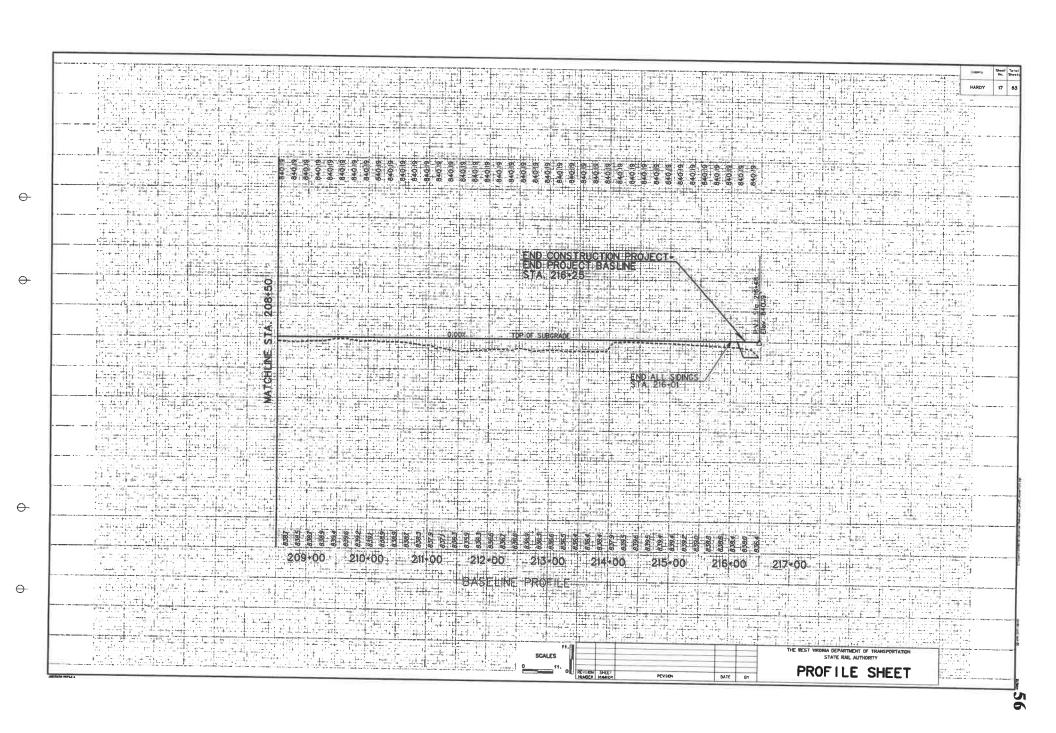


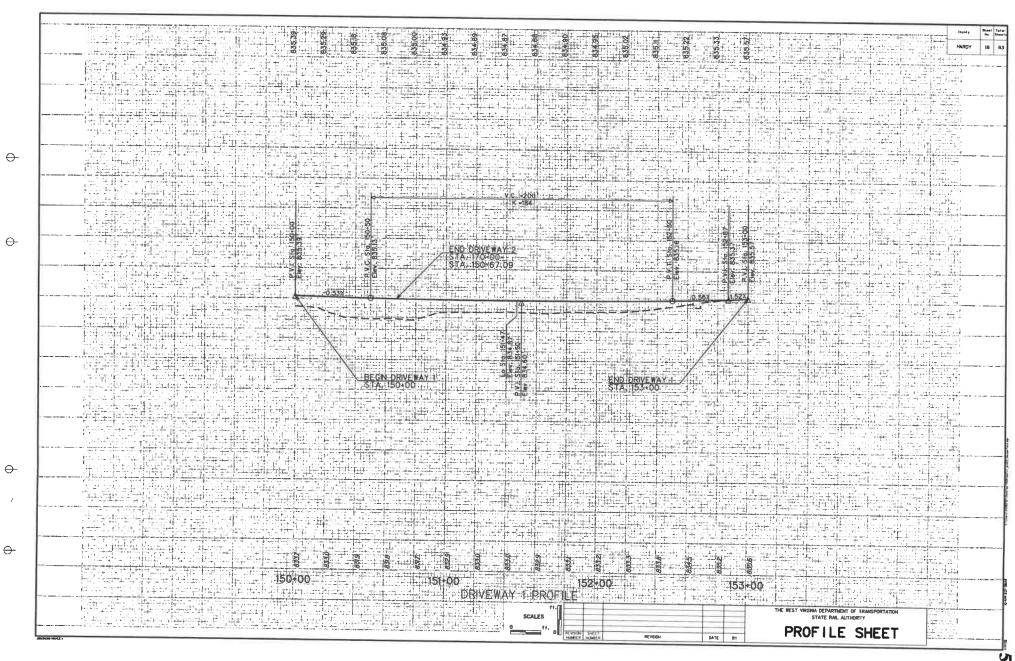


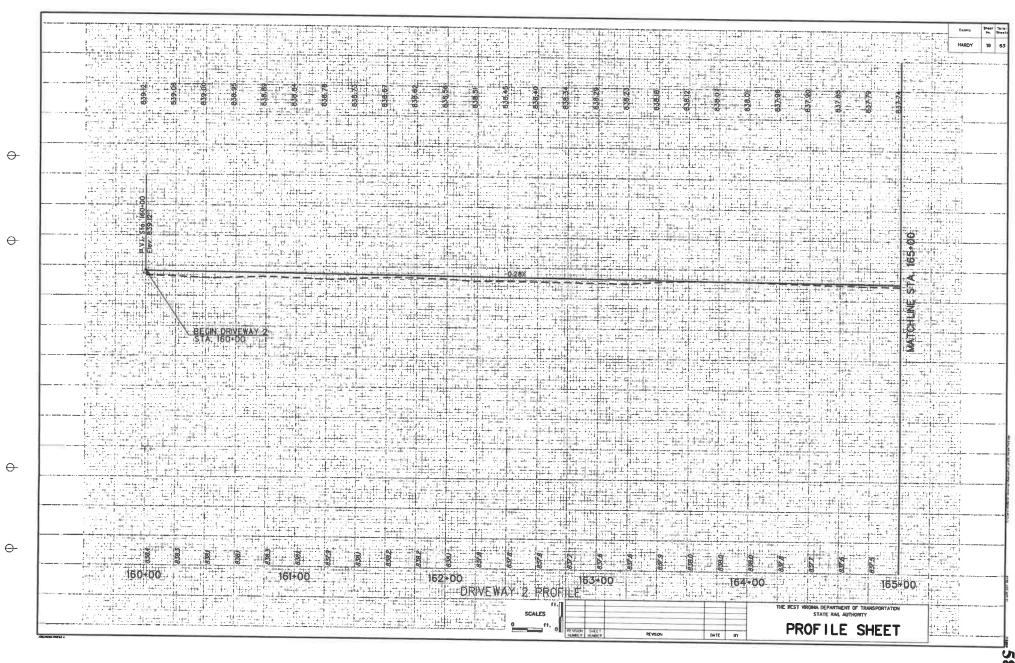


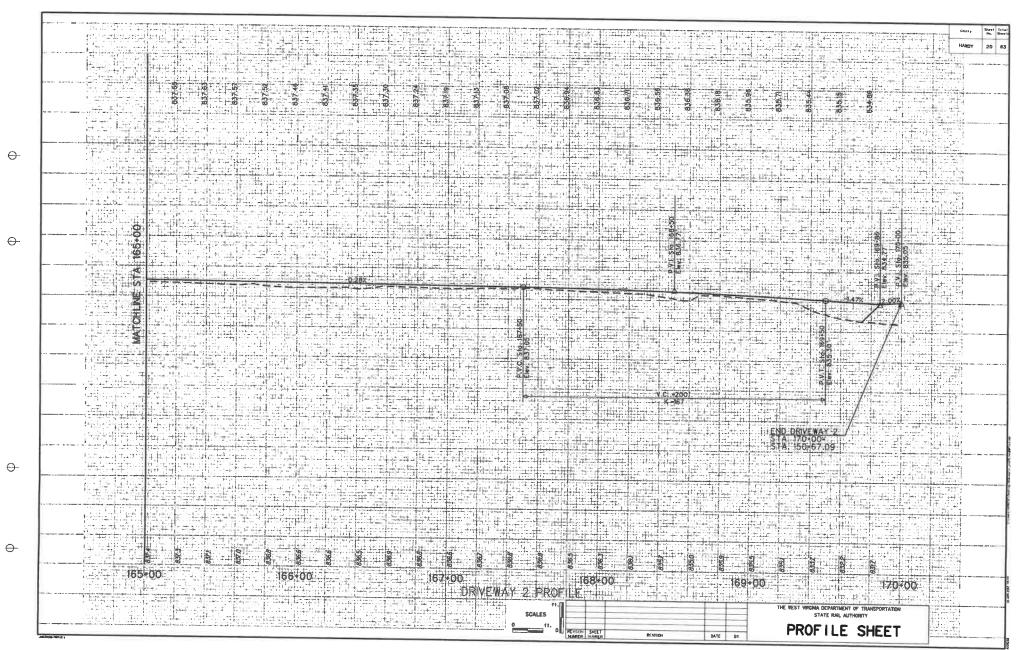
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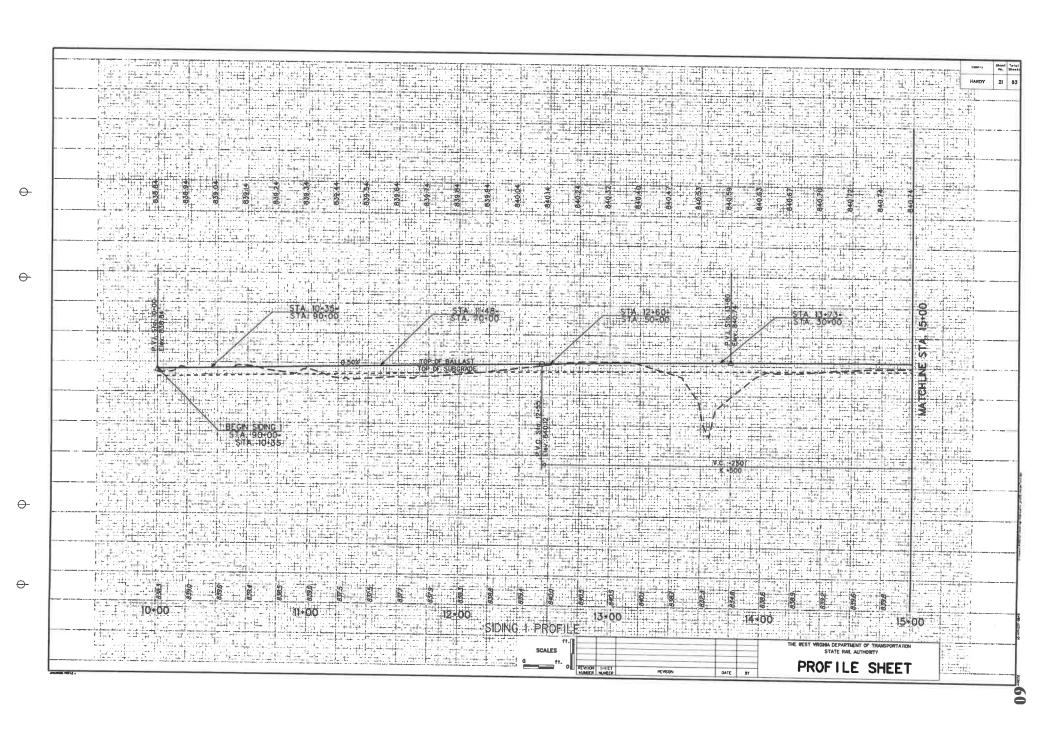
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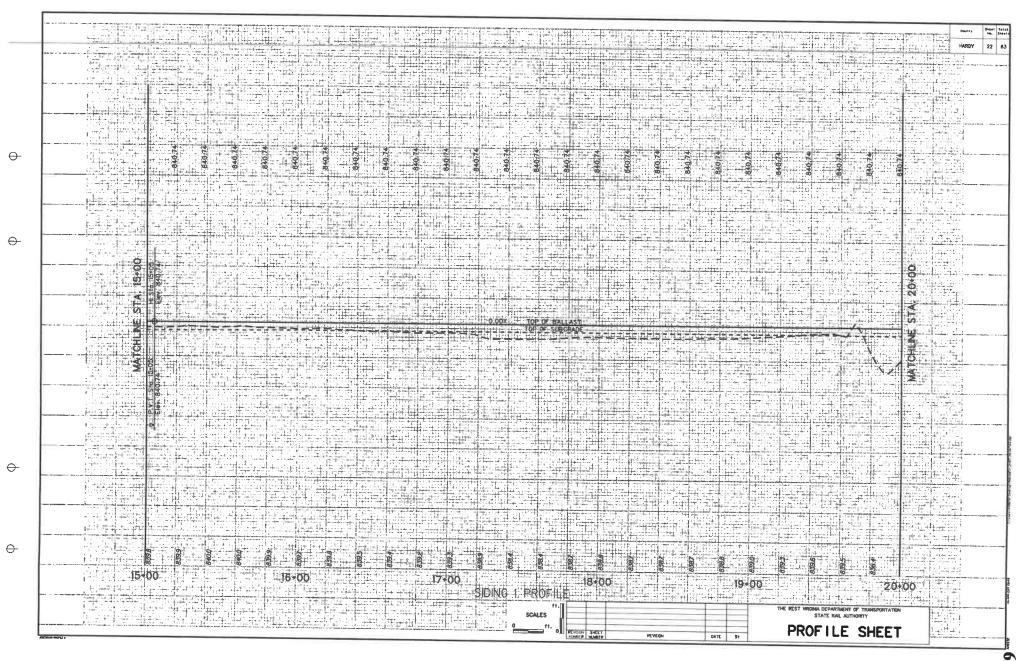


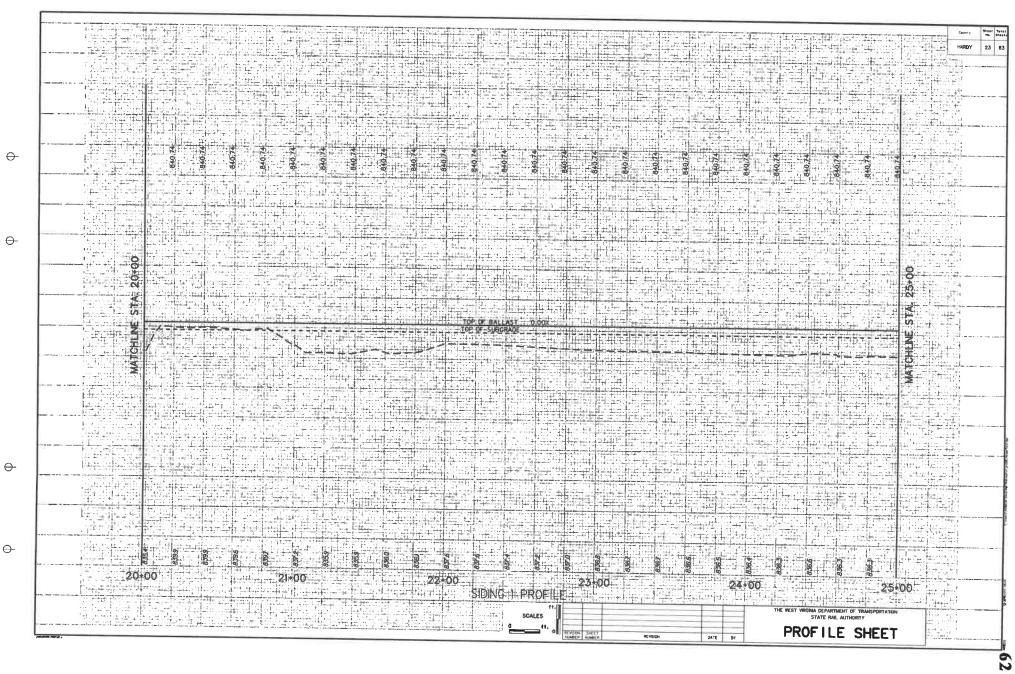


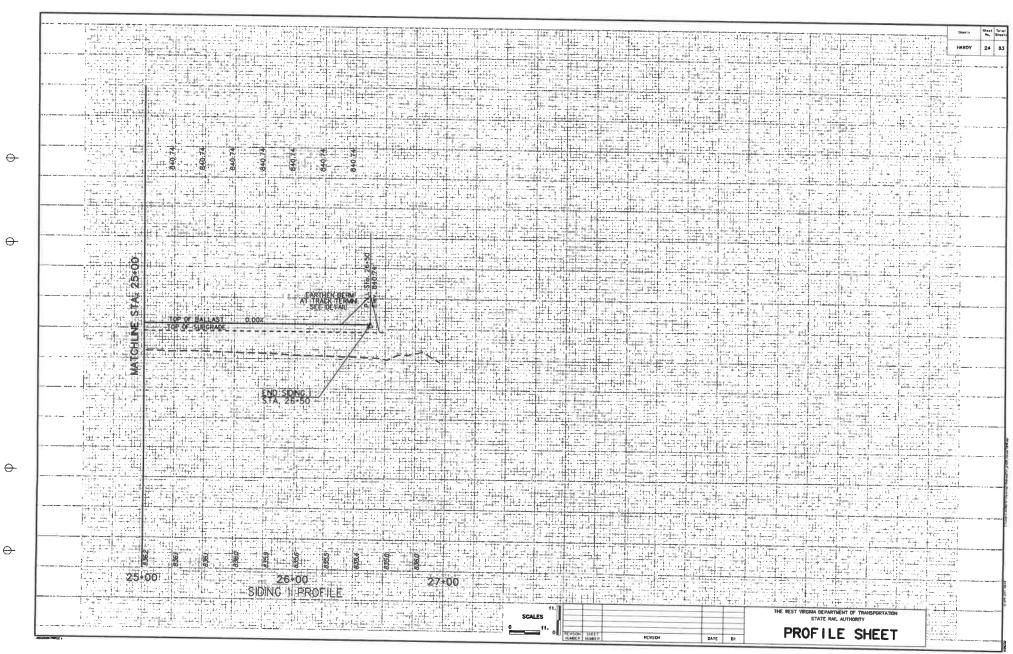


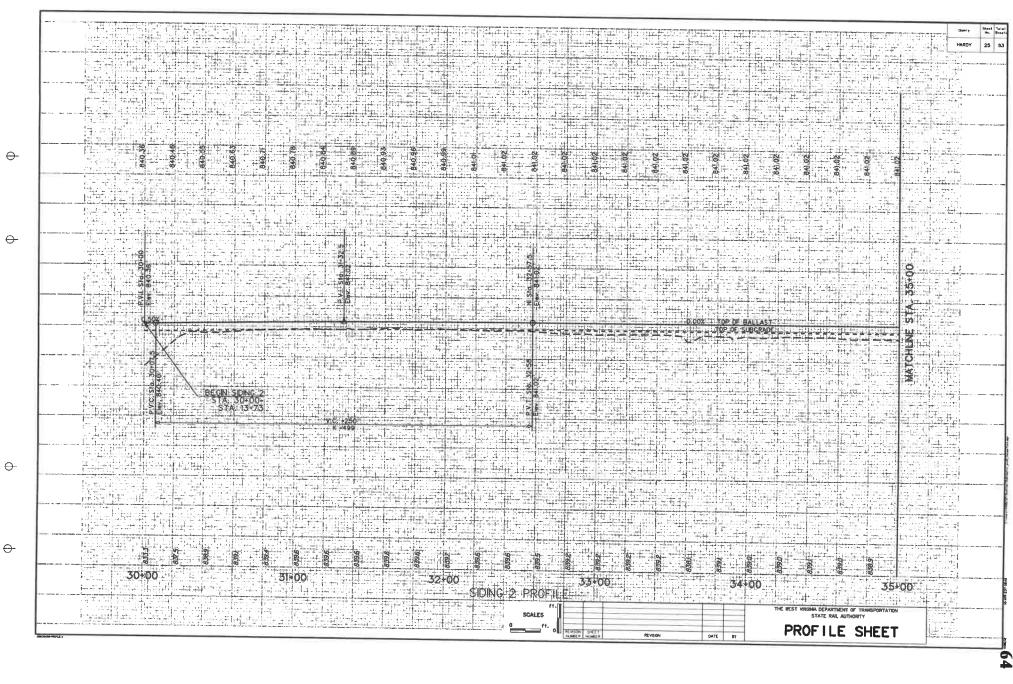


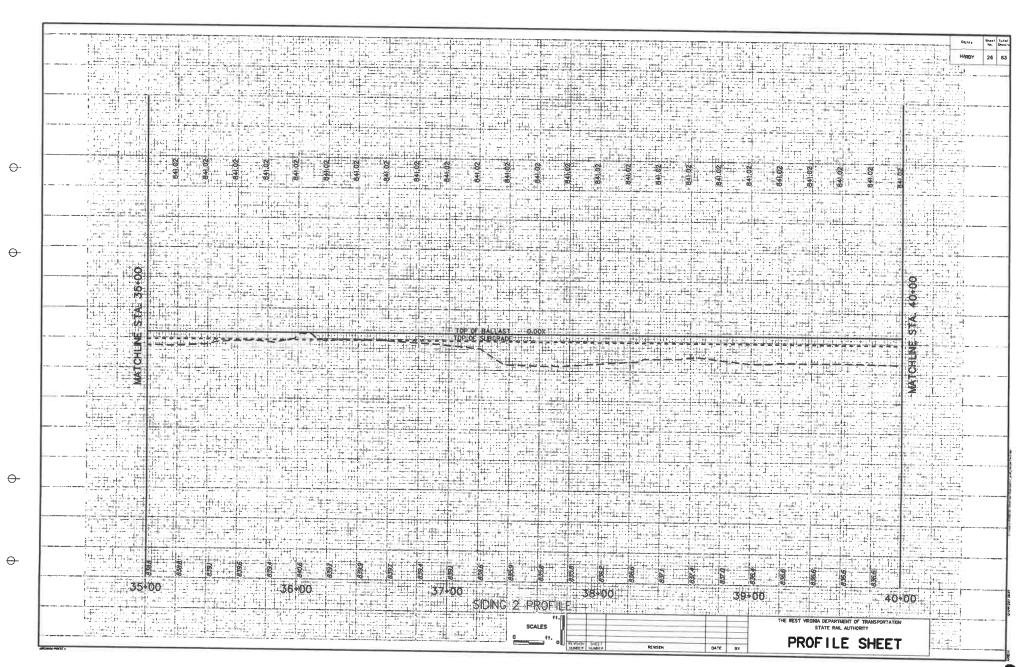


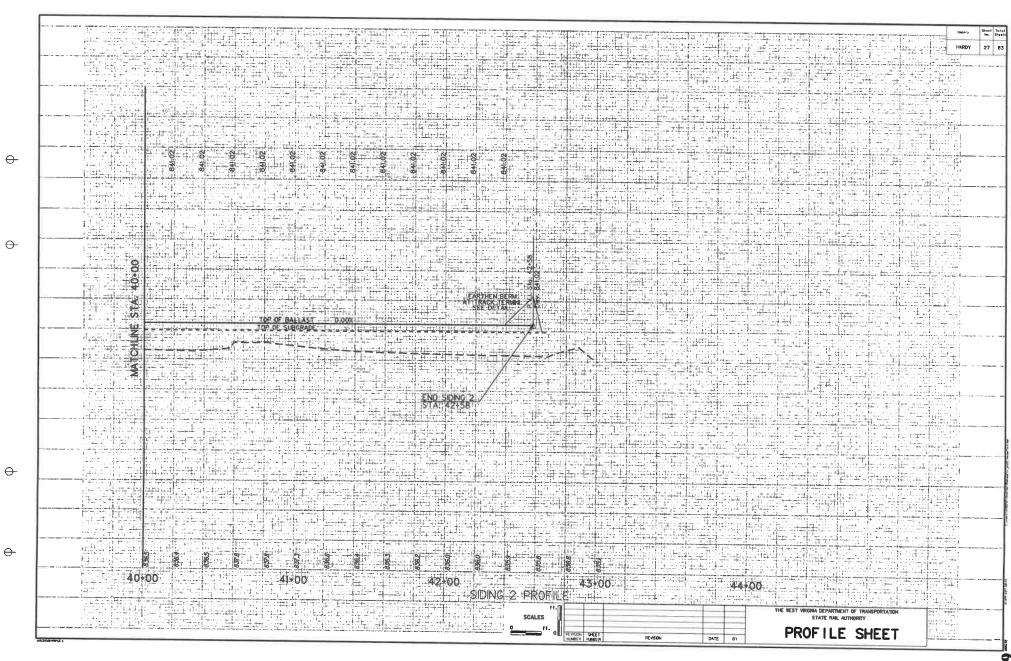


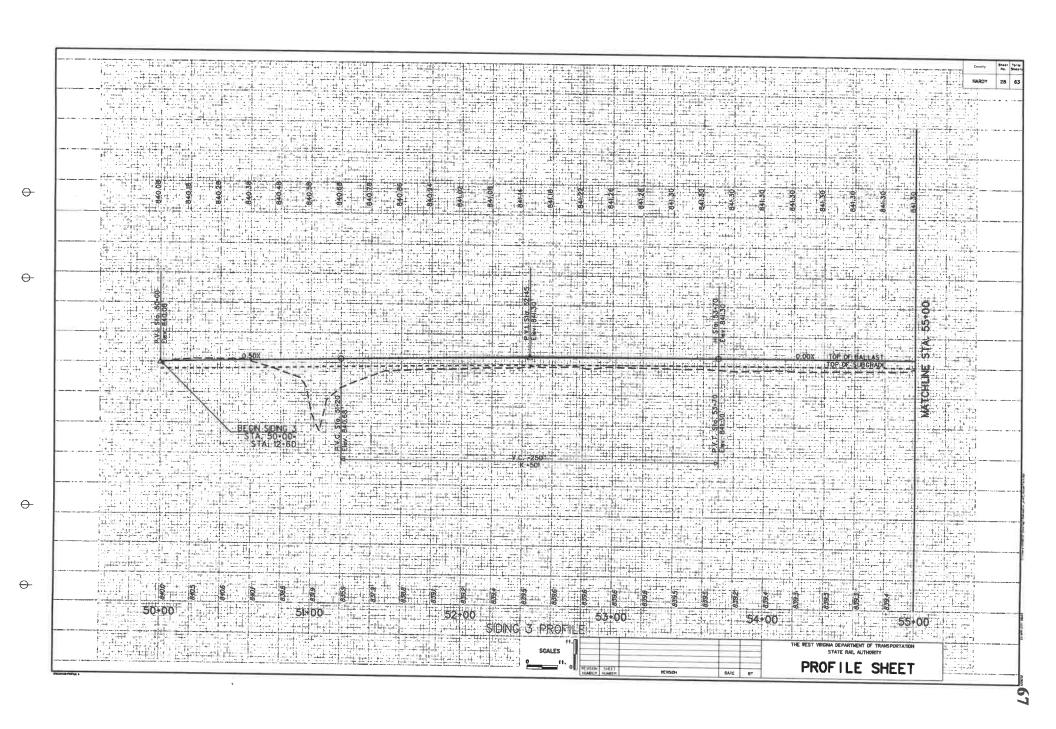


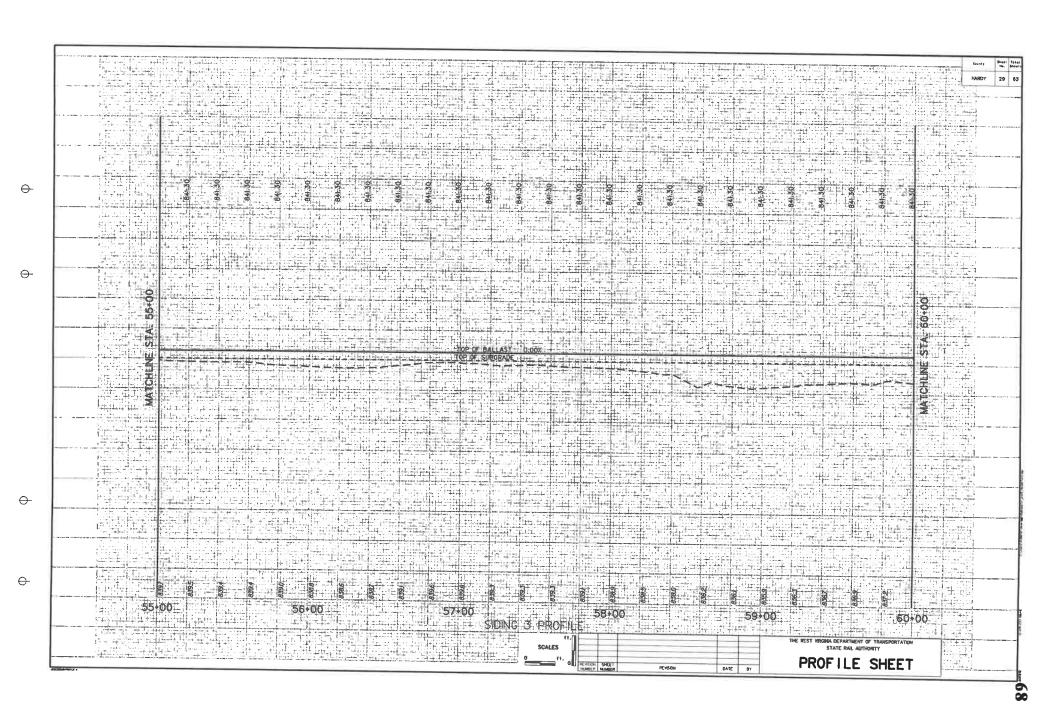


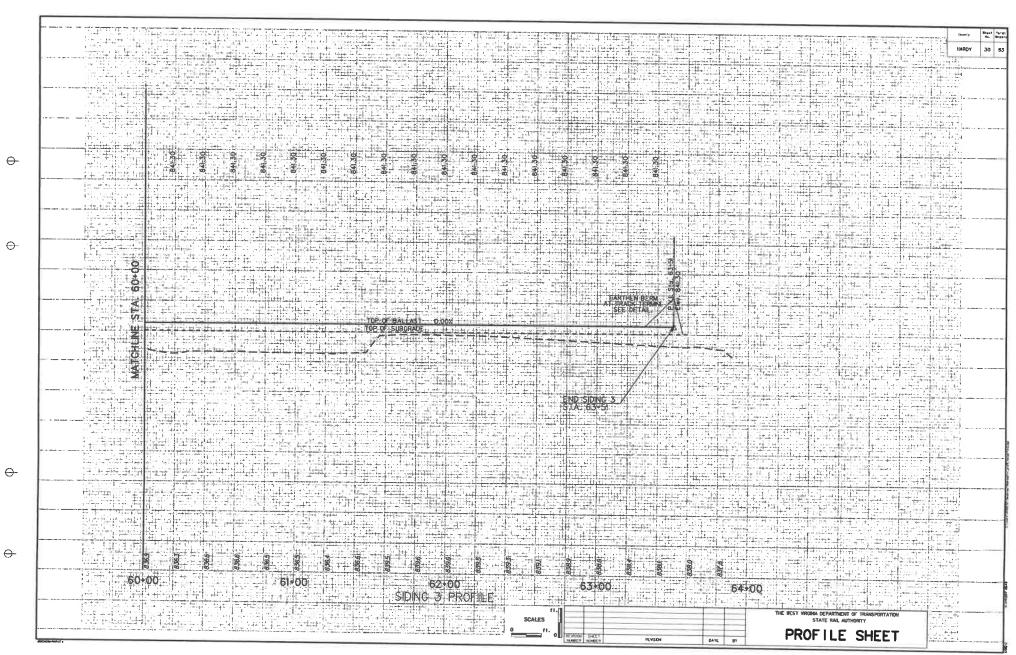


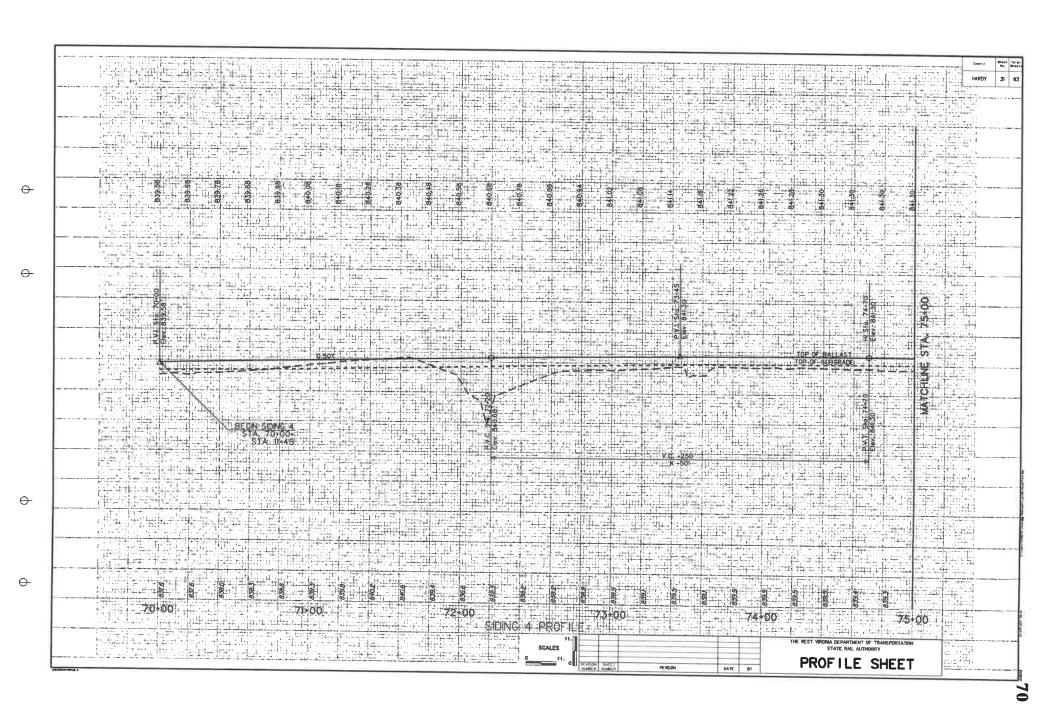


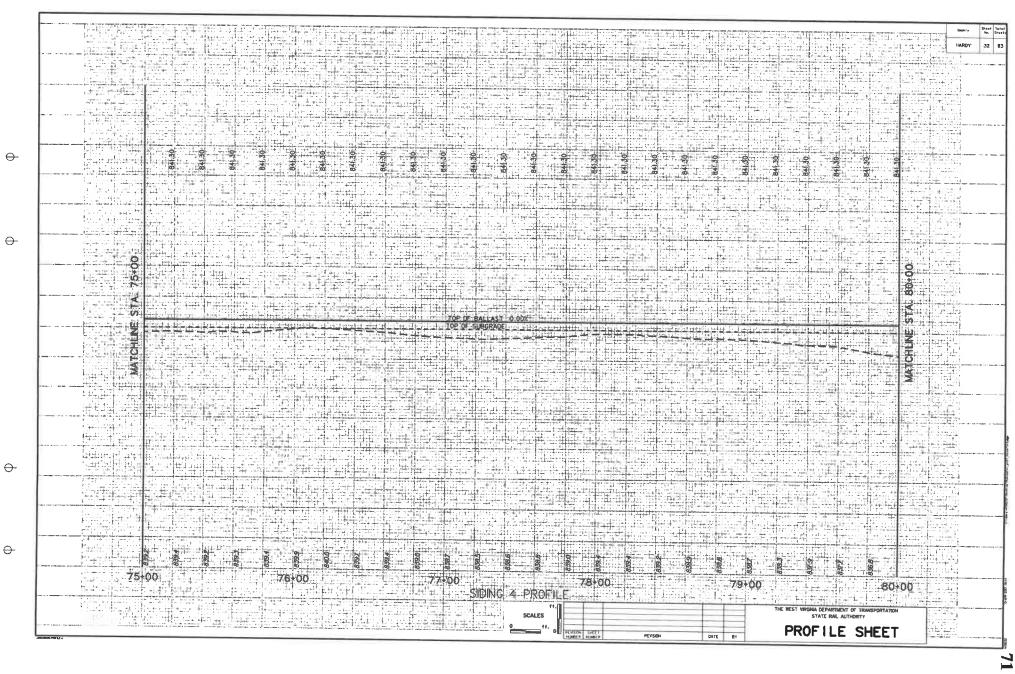


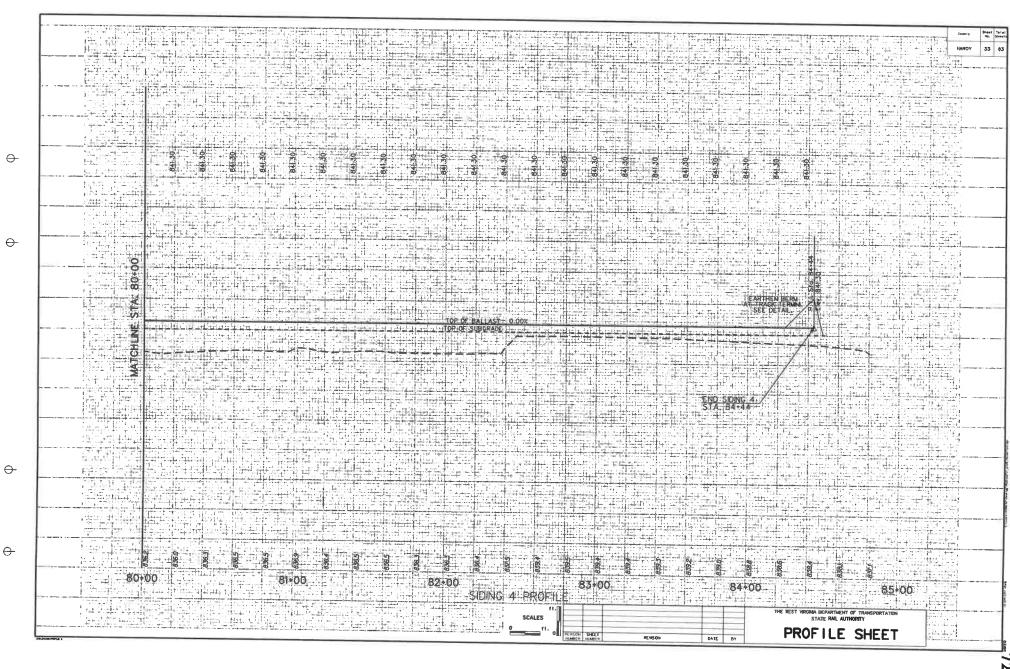


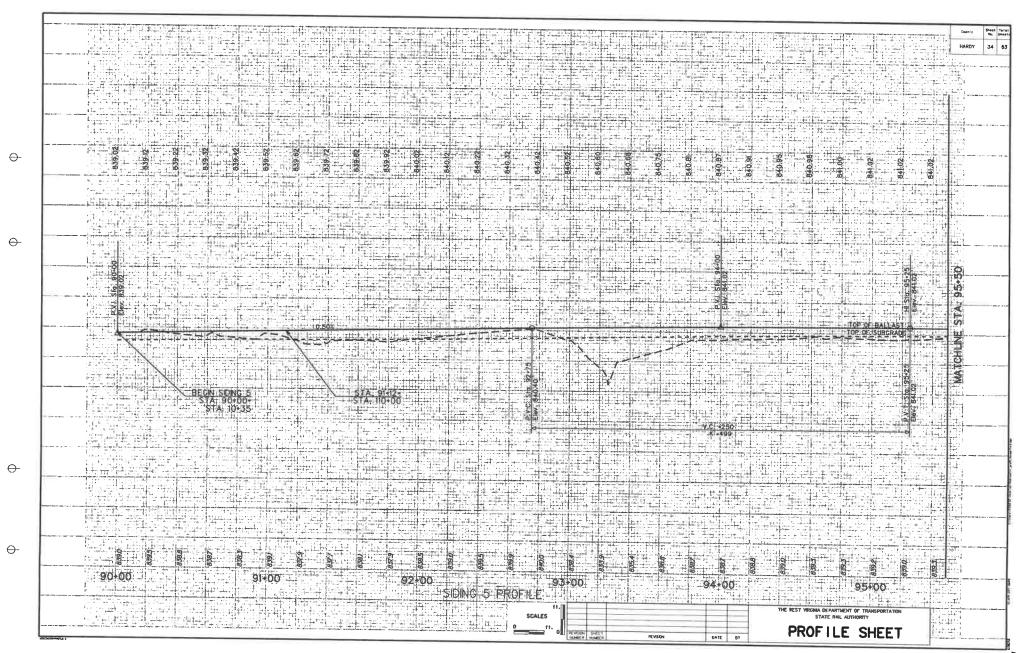


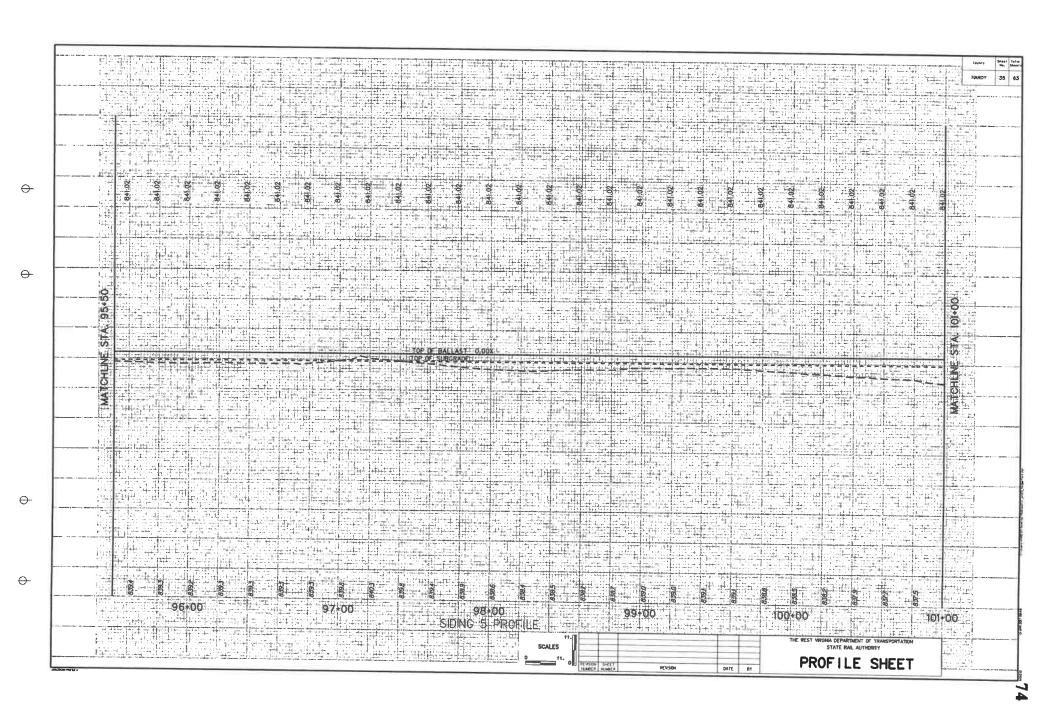


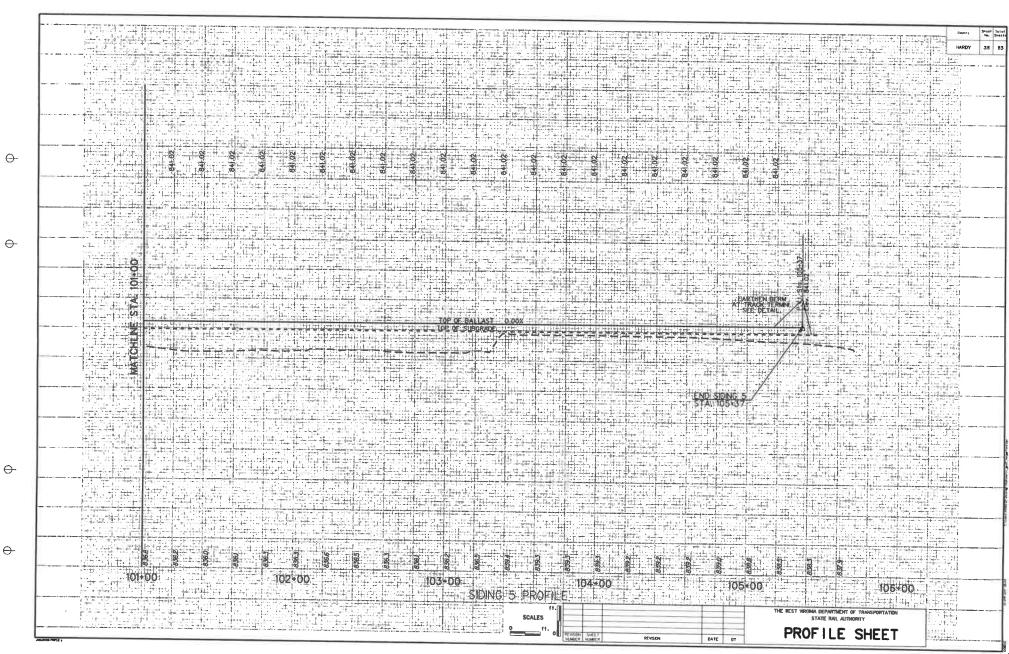


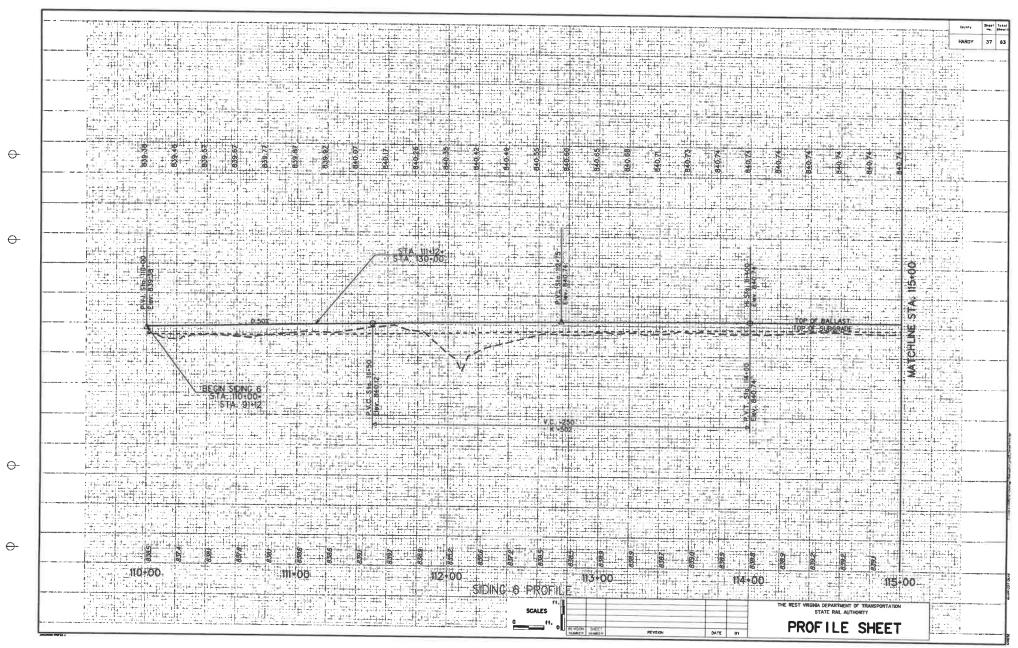


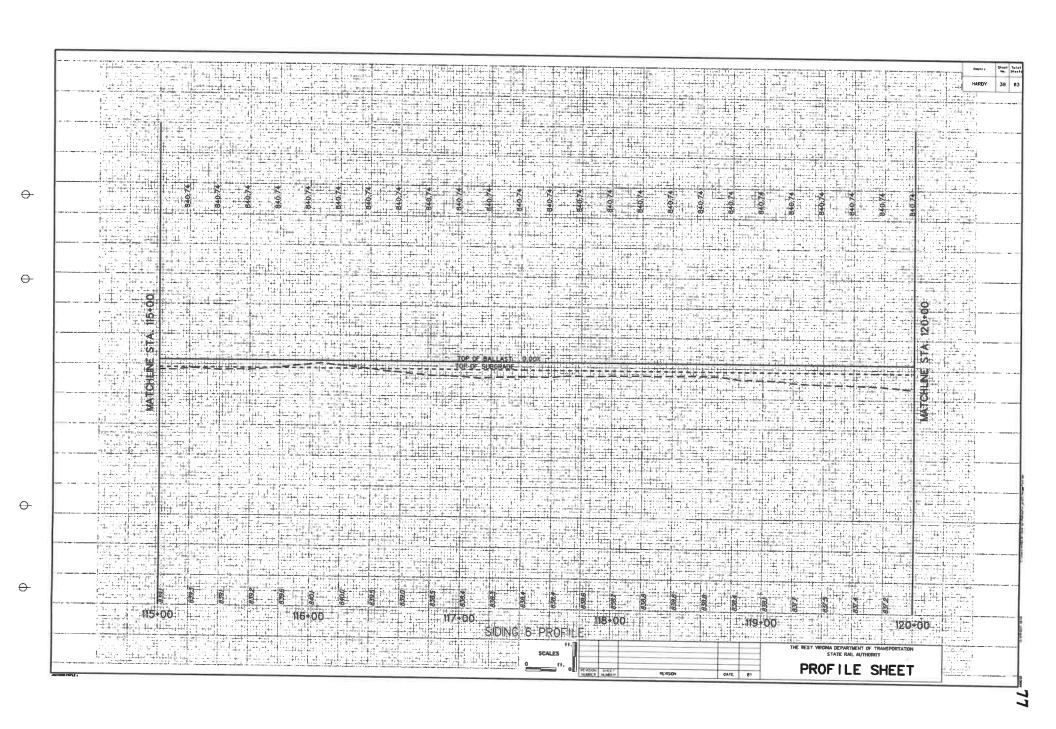


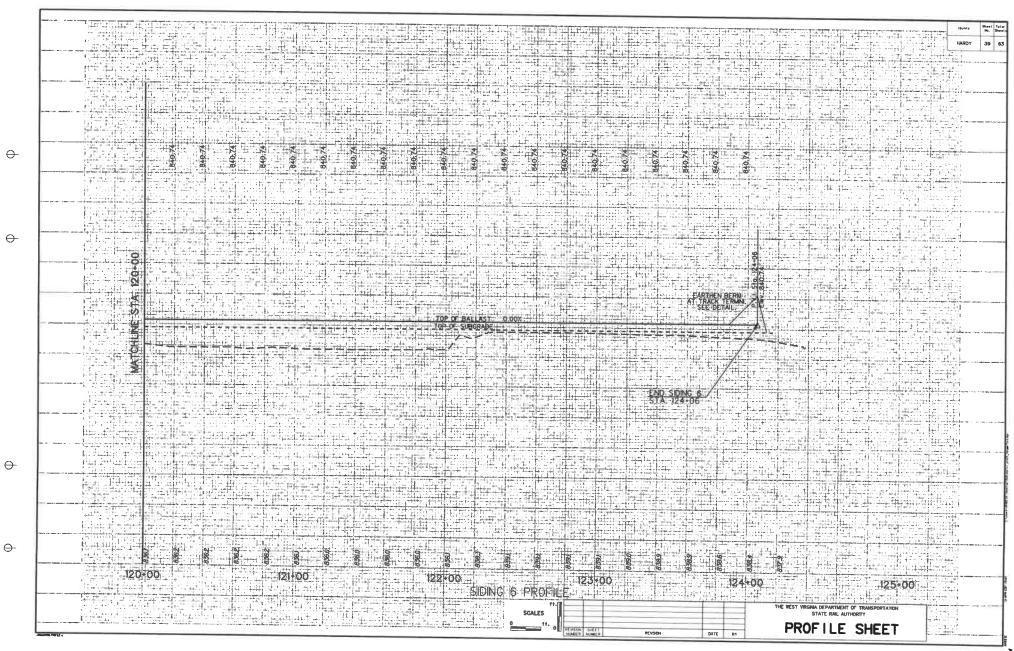


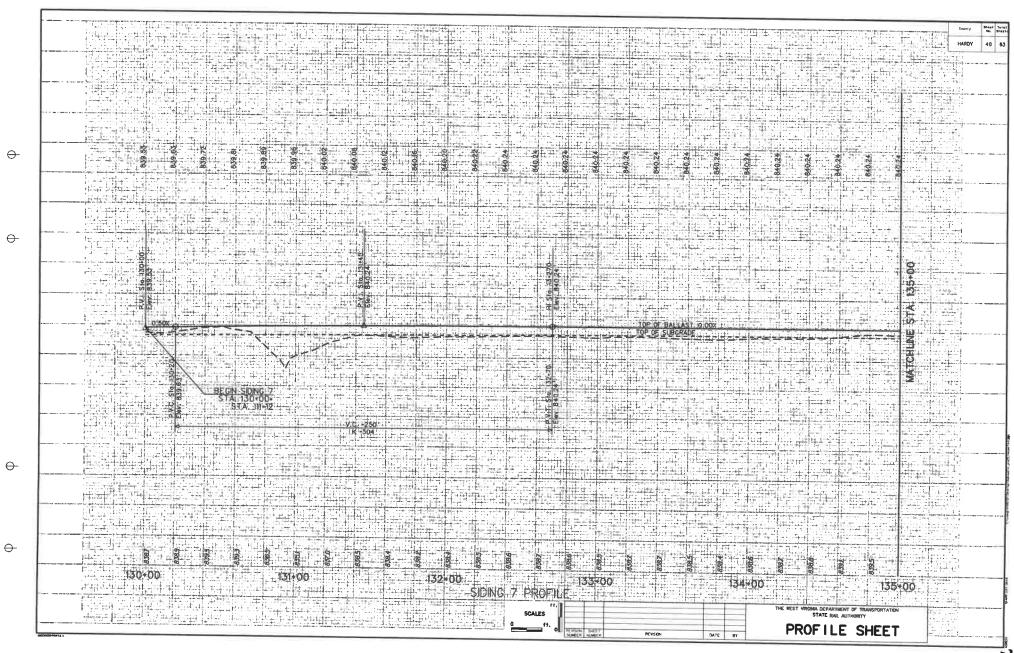


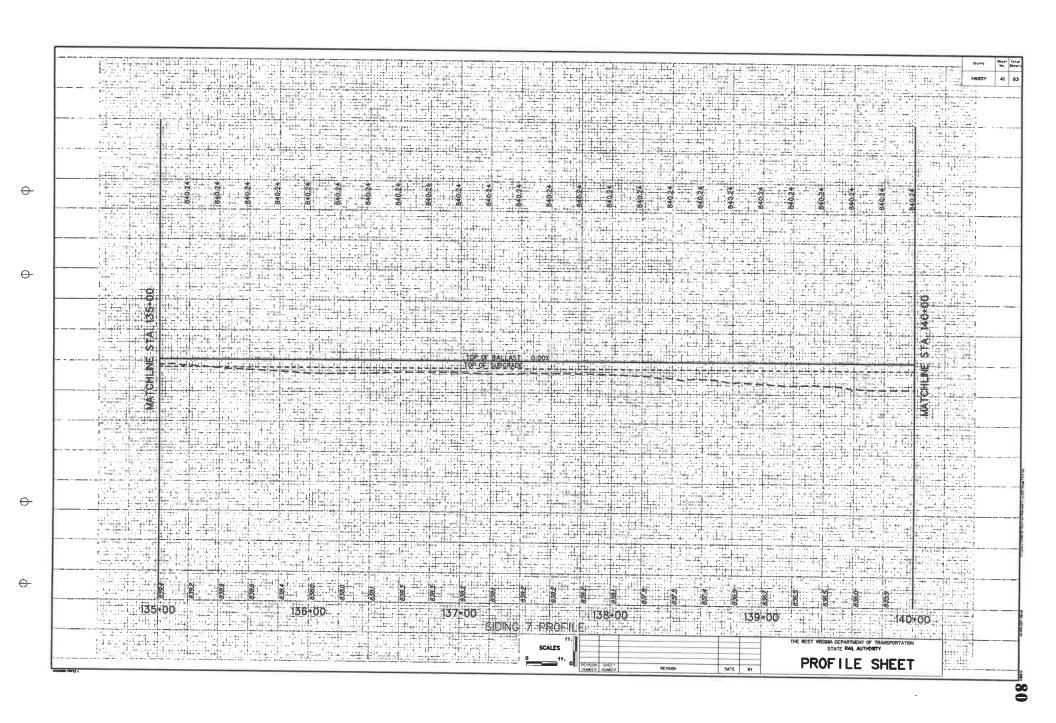


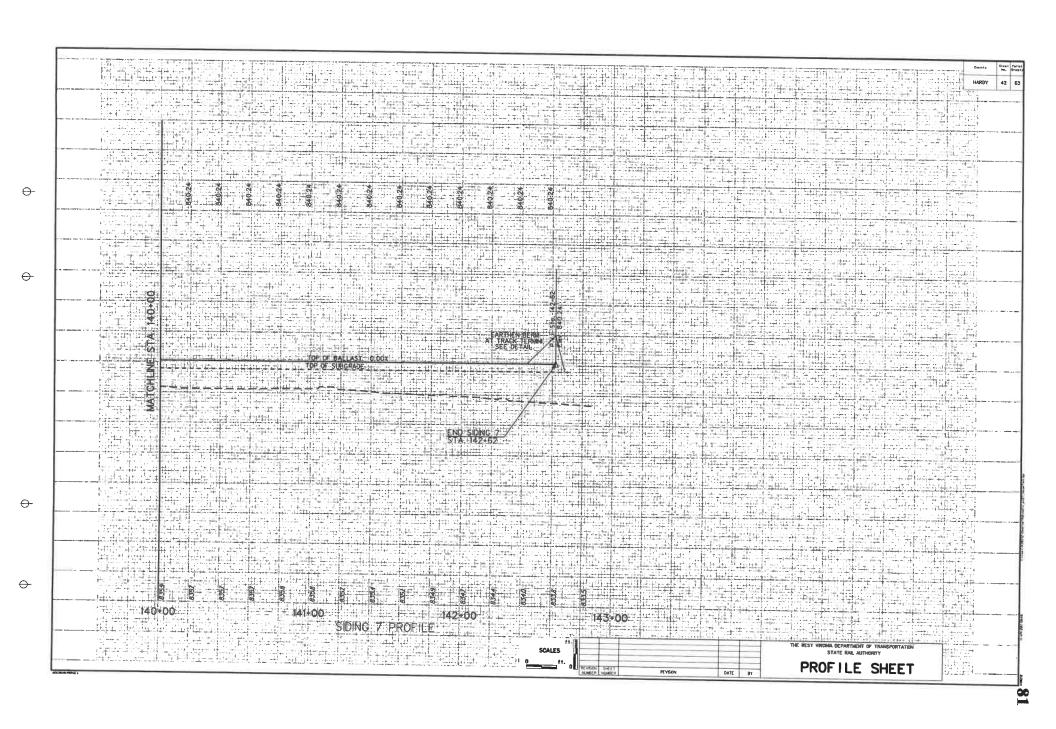


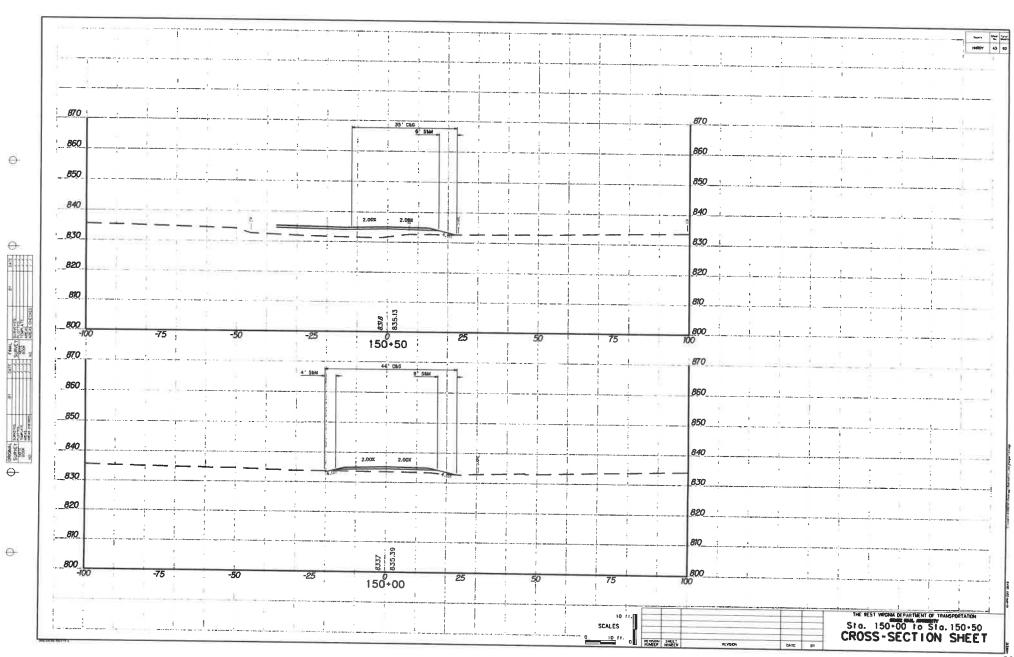


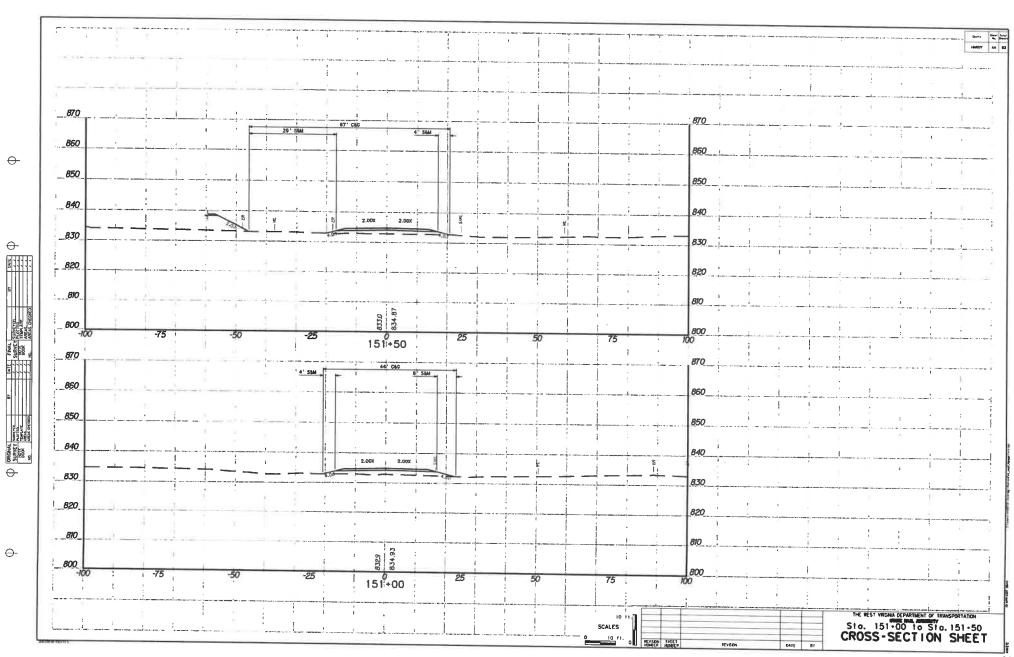


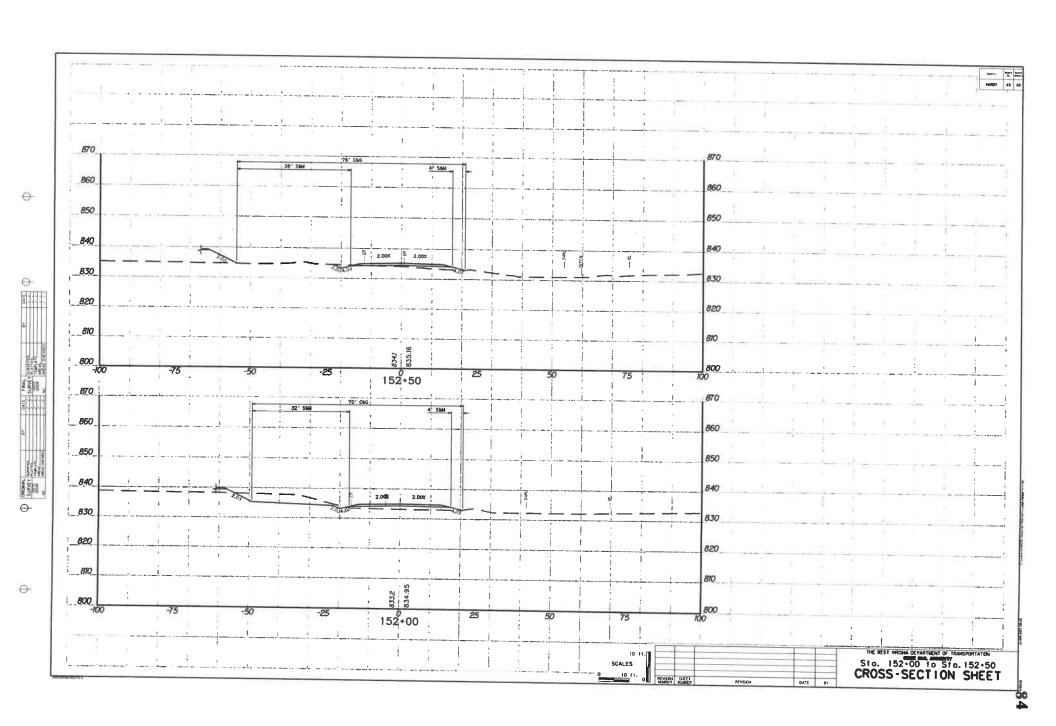


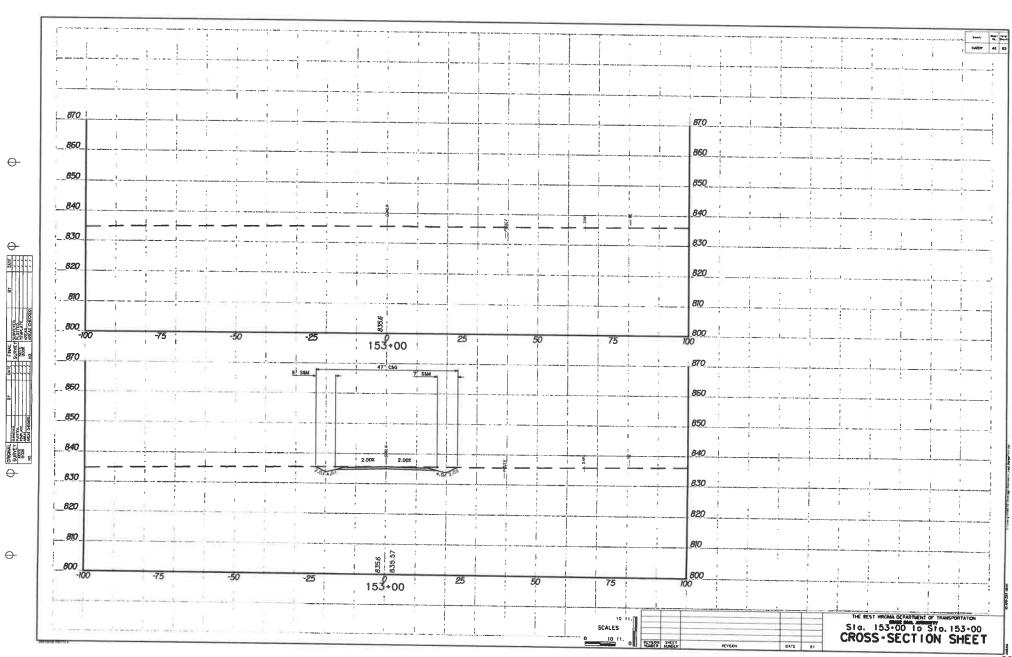


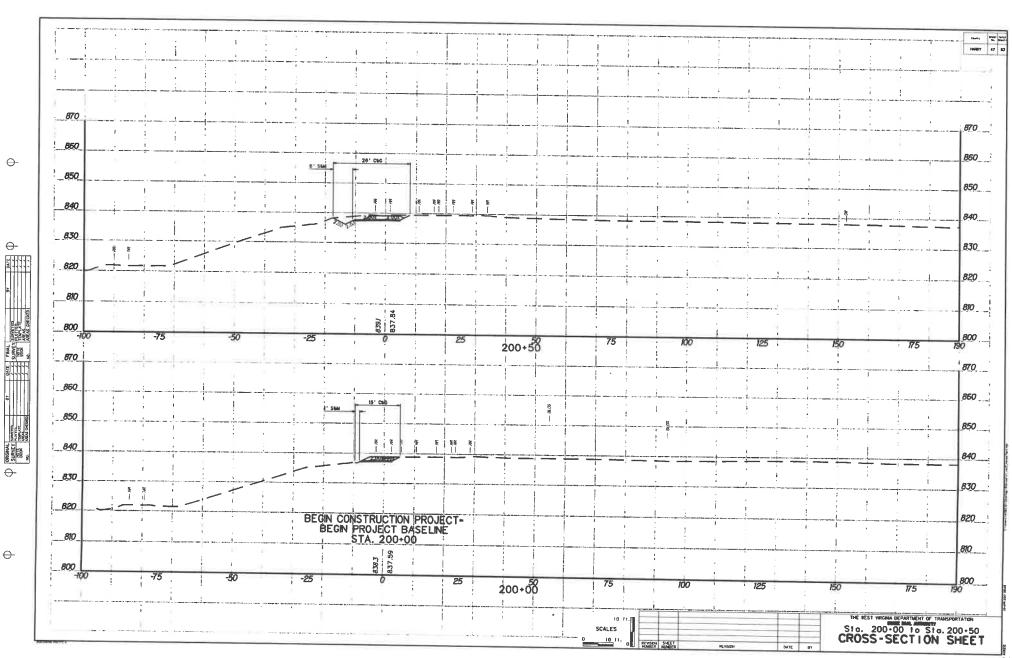


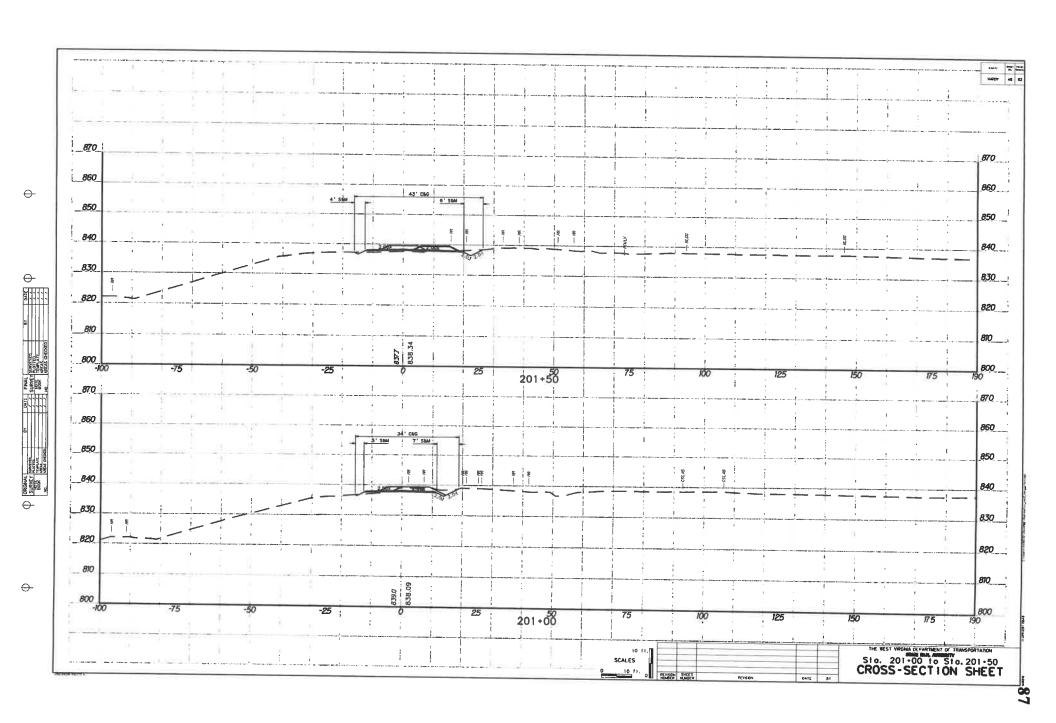


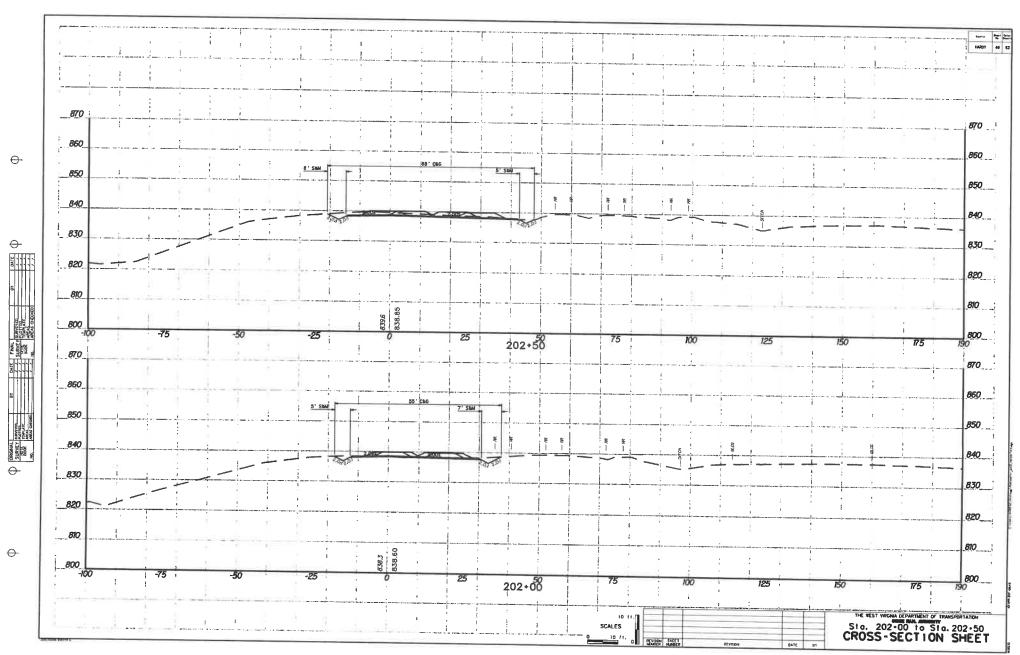


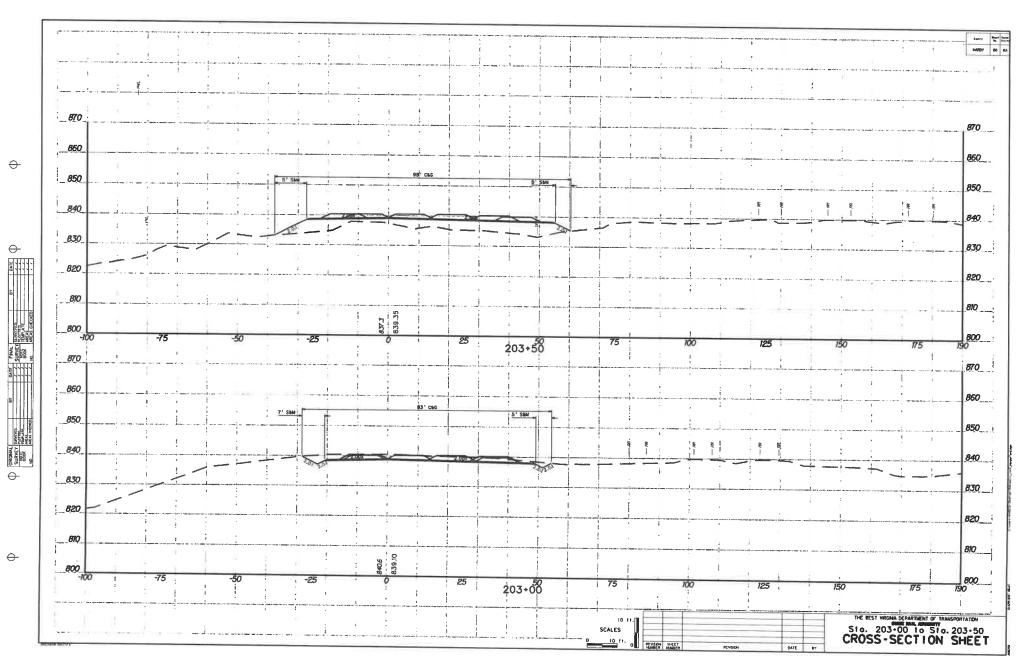


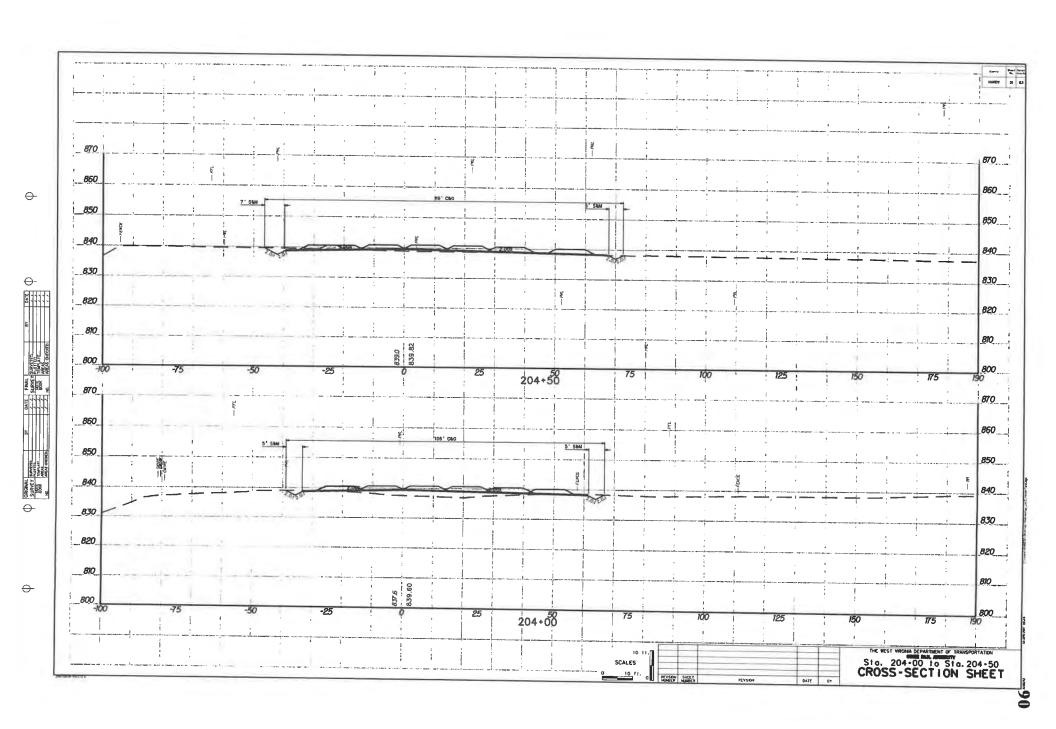




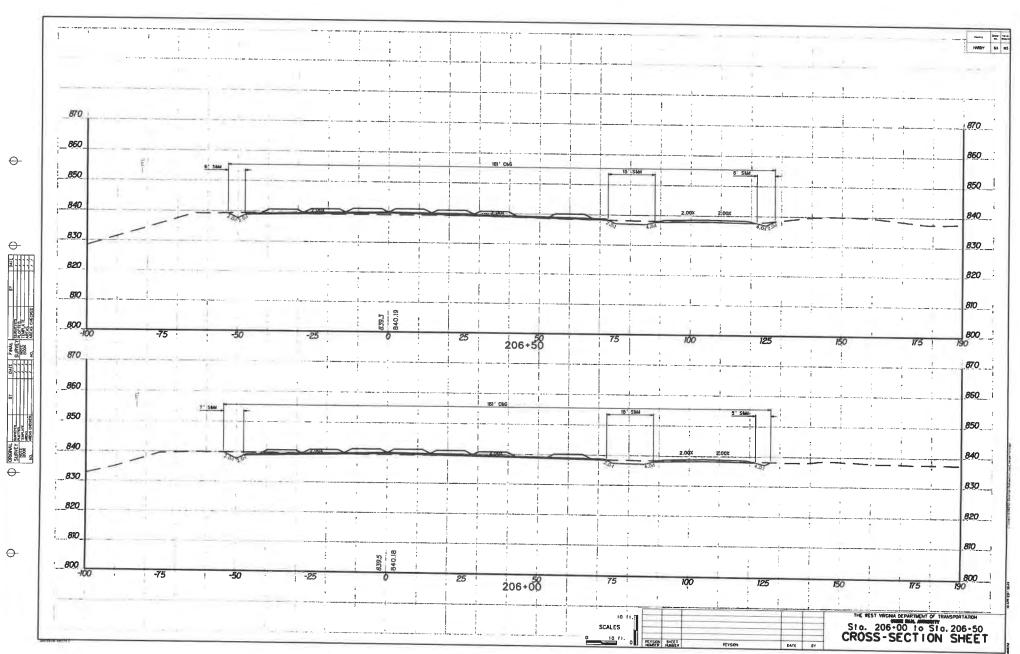


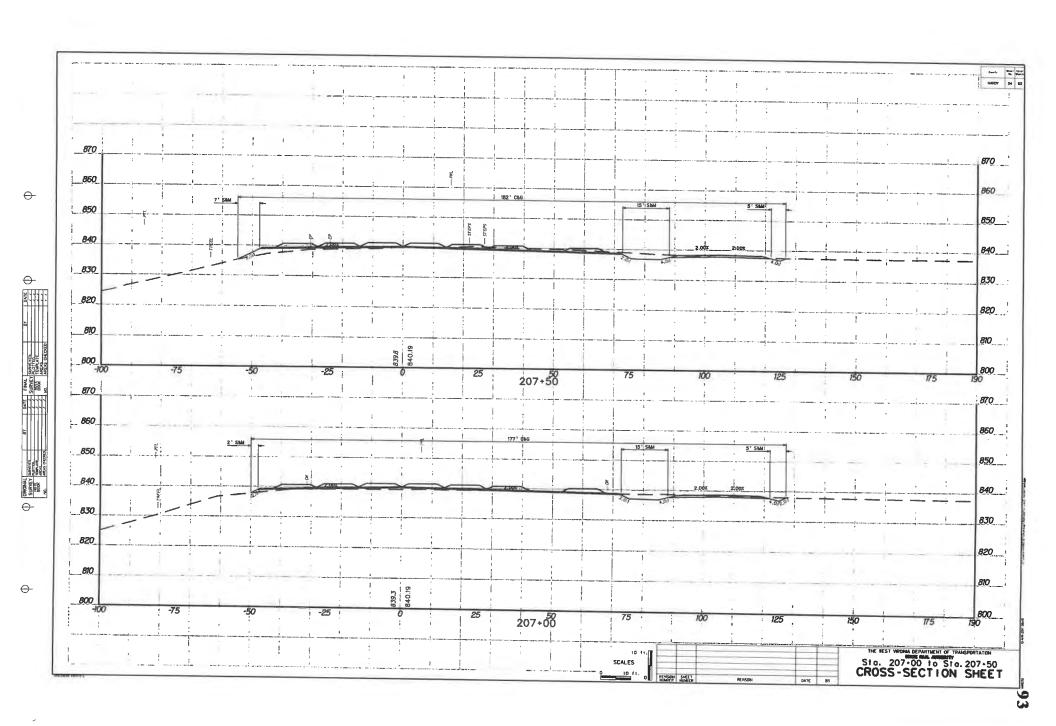


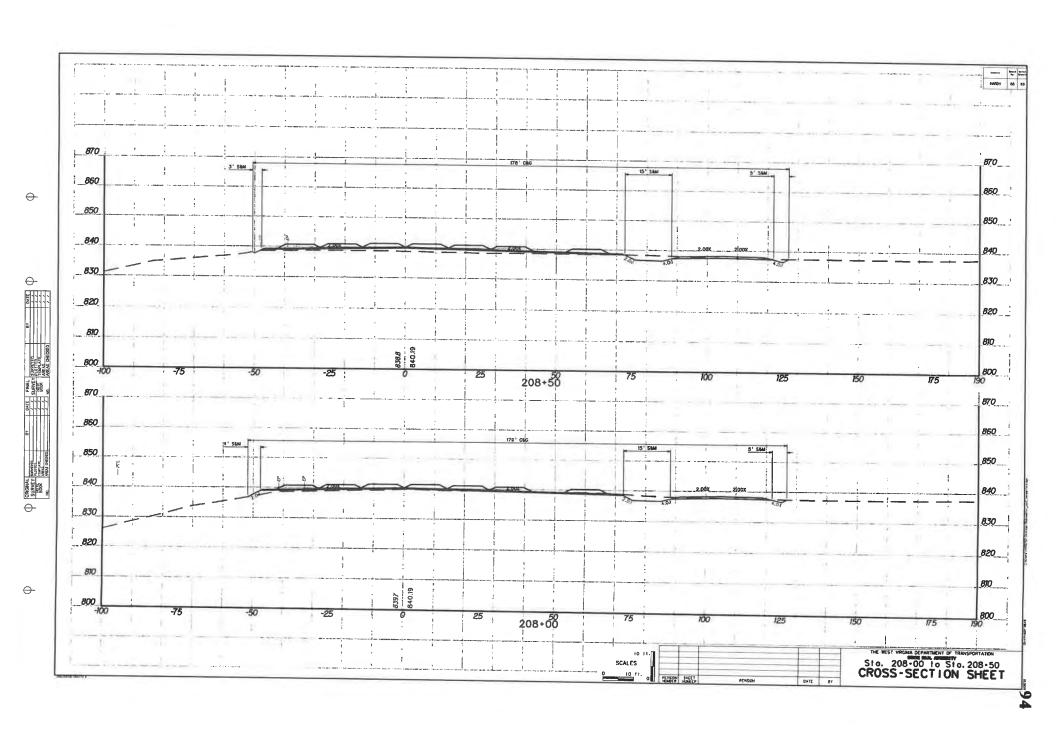


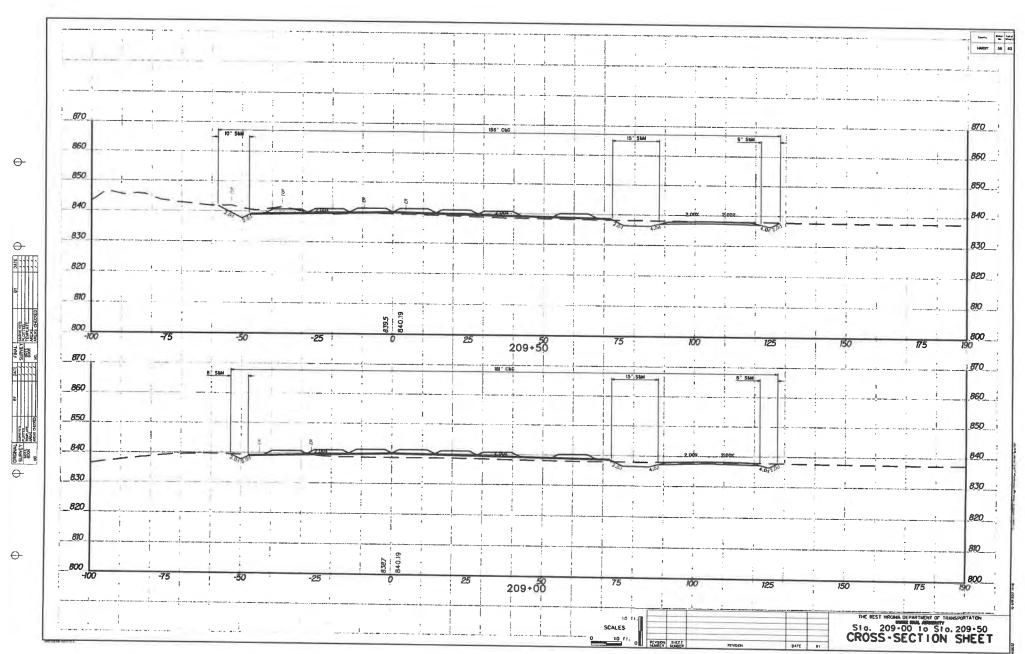


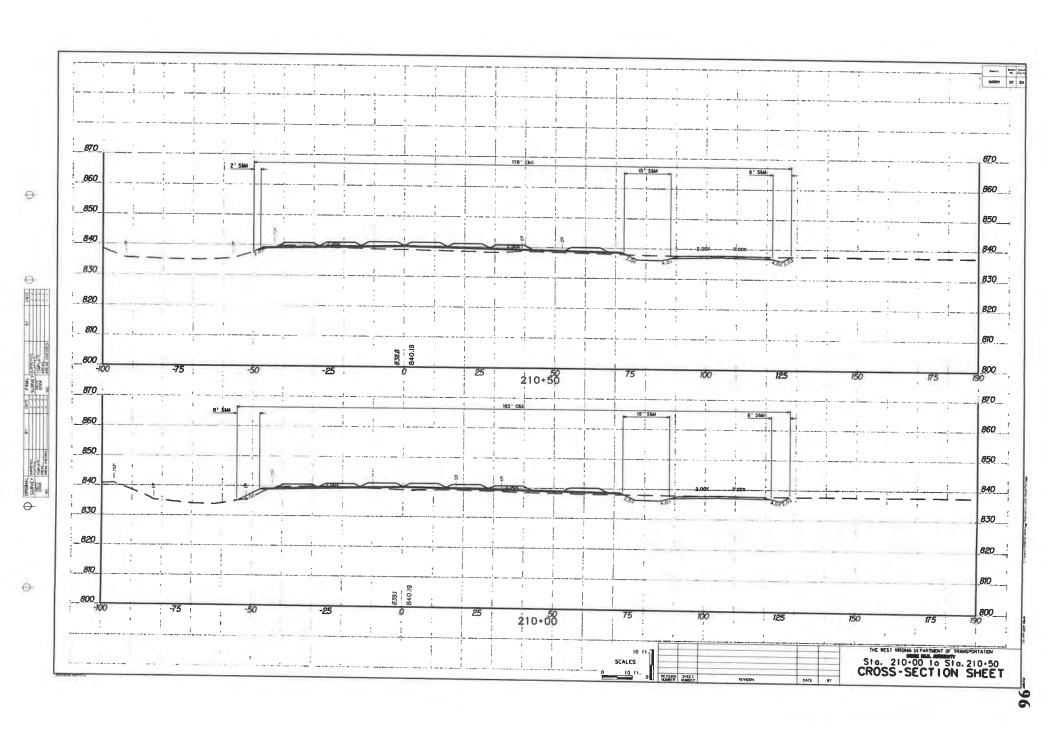


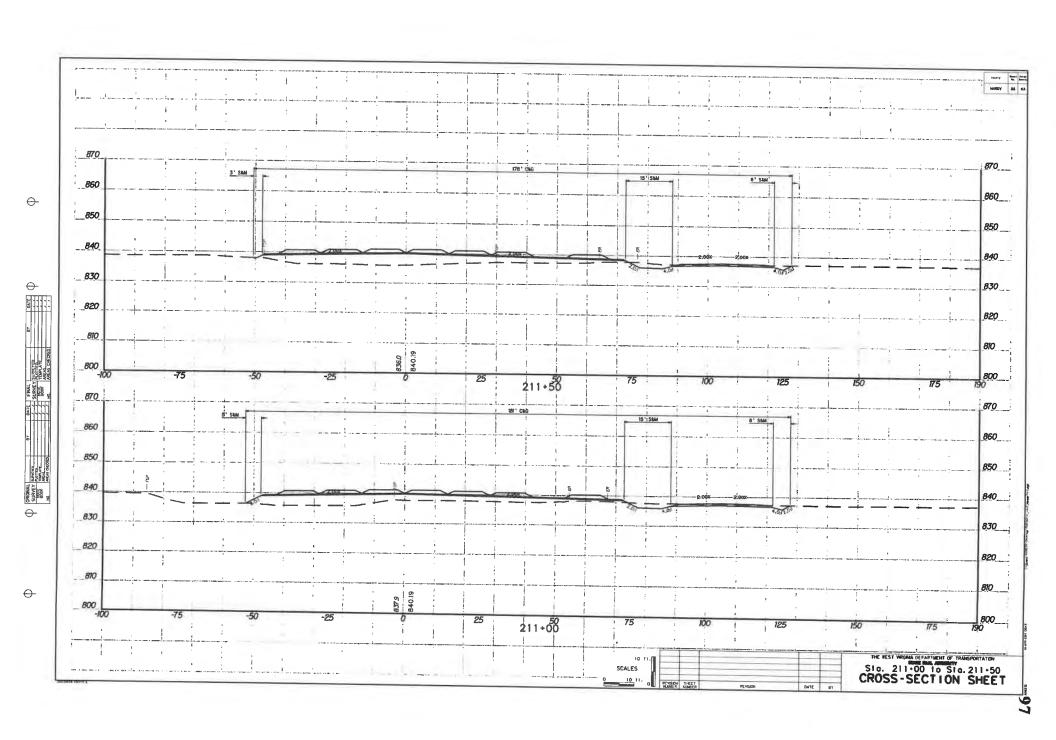


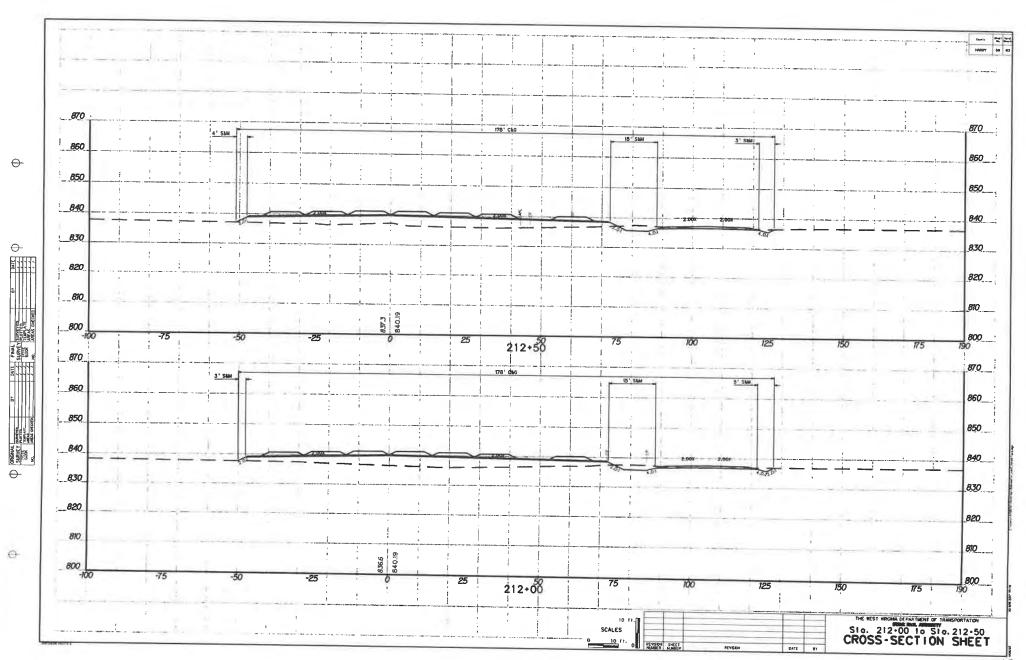


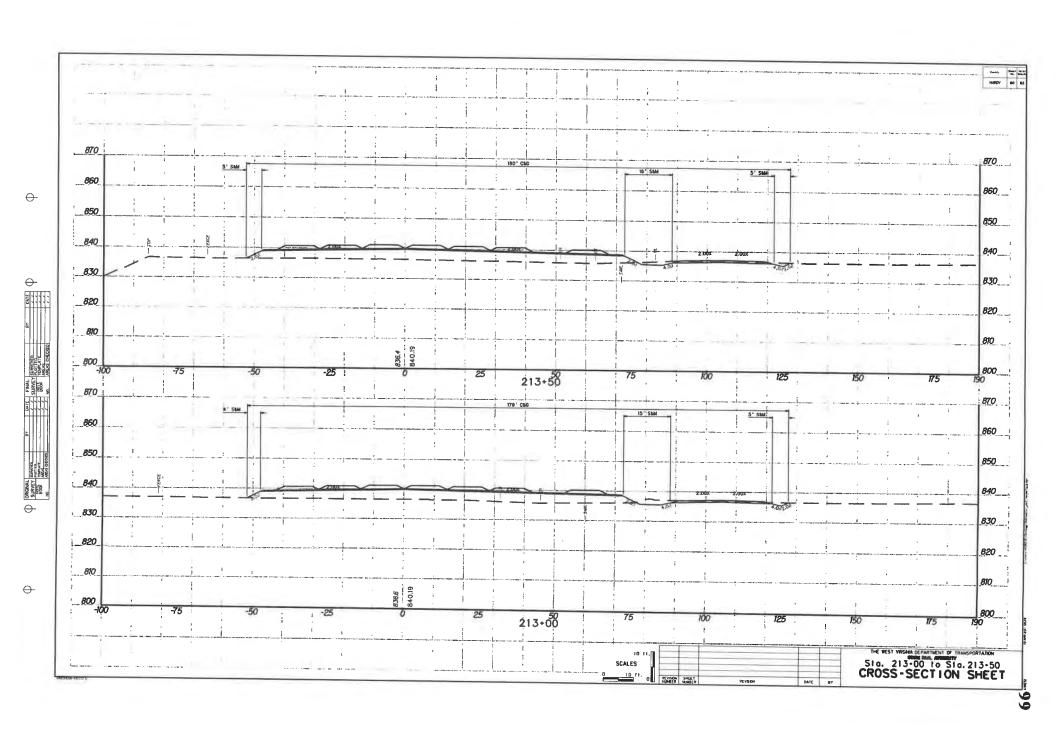




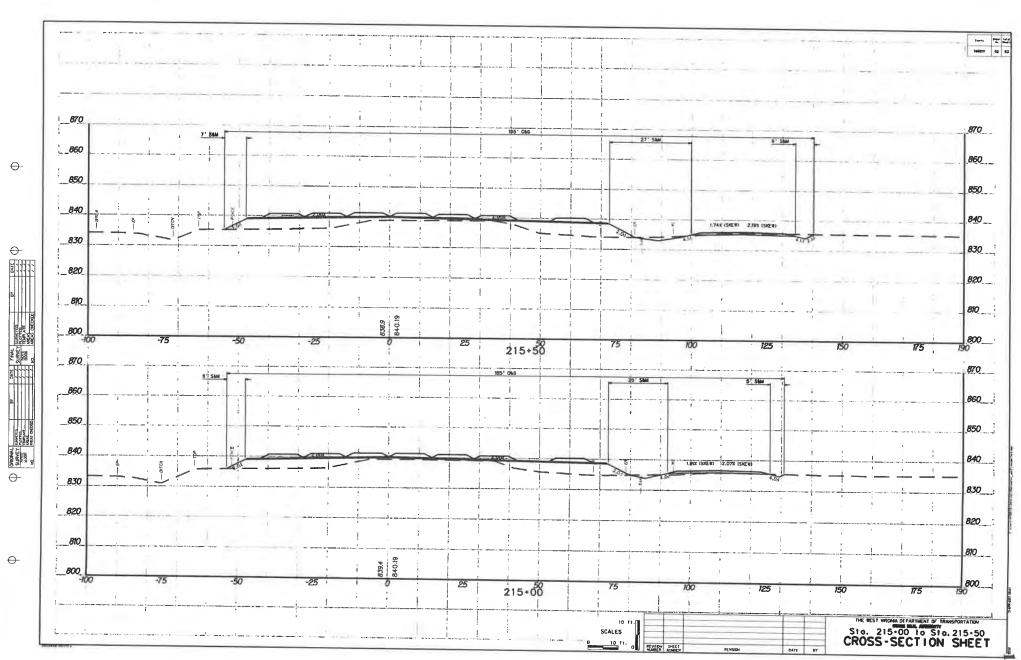


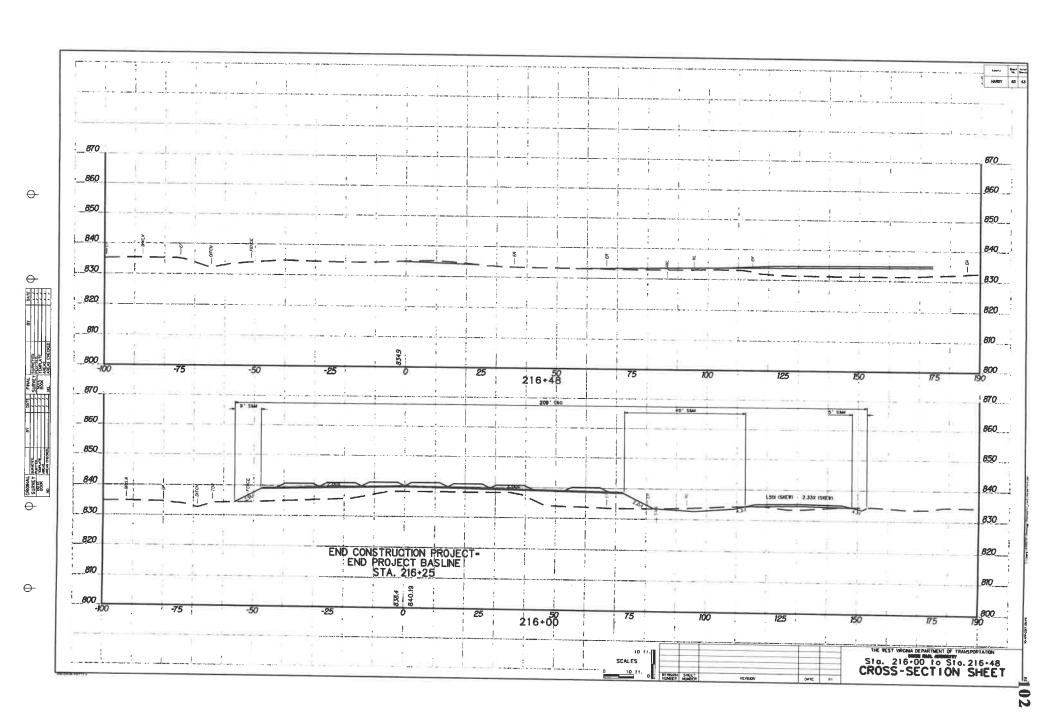












WV-75 Created 07/18/12



#### State of West Virginia

# **PURCHASING DIVISION**

### **Construction Bid Submission Review Form**

This list has been provided for informational purposes only and is not to be construed as a complete list of request for quotation or bidding requirements for any individual construction project. This list does not and cannot include every item, mistake or oversight that could cause a contractor's bid to be disqualified. Rather, this list is intended to draw attention to some of the most common problems that the Purchasing Division encounters in the bidding process for construction projects. All potential bidders must read the request for quotation, all additional documents, and all instructions relating thereto ("Bid Documents") in their entirety to identify the actual request for quotation and bidding requirements. Failure to read the Bid Documents in their entirety and comply with the stated requirements contained therein may result in bid disqualification.

## Errors That Shall Be Reason for Immediate Bid Disqualification

- 1. Failure to attend a mandatory pre-bid meeting
- 2. Failure to sign the bid
- 3. Failure to supply West Virginia contractor's license # on bid
- 4. Failure to supply a signed drug free workplace affidavit with the bid
- 5. Failure to supply a valid bid bond or other surety approved by the State of West Virginia
- 6. Failure to meet any mandatory requirement of the RFQ
- 7. Failure to acknowledge receipt of Addenda (only if stipulated as mandatory)
- 8. Failure to submit bid prior to the bid opening date and time
- 9. Federal debarment
- 10. State of West Virginia debarment or suspension

# Errors that May Be Reason for Bid Disqualification Before Contract Award

- 1. Uncontested debt to the State exceeding \$1,000.00 (must be cured prior to award)
- 2. Workers' Compensation or Unemployment Compensation delinquency (must be cured prior to award)
- 3. Not registered as a vendor with the State (must be cured prior to award)
- 4. Failure to obtain required bonds and/or insurance
- 5. Failure to provide the sub-contractor listing within 1 business day of bid opening.
- 6. Failure to use the provided RFQ form (only if stipulated as mandatory).



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

COUNTY OF Comberland, TO-WIT:

Í.	Kevin Kennedy	, after being first duly sworn, depose and state as follows

- I am an employee of The Railroad Associates Corp; and, 1. (Company Name)
- I do hereby attest that The Railroad Associates Corp 2. (Company Name)

maintains a written plan for a drug-free workplace policy and that such plan and policy are in compliance with West Virginia Code §21-1D.

he above	statements are sworn to under the penalty of perjury.
	Printed Name: Kevin Kennedy
	Signature:
	Title: Vice President, Central Region
	Company Name: The Railroad Associates Corp
	Date: July 26, 2017
akan su	scribed and sworn to before me this 26th day of July, 2017
	SIOTI COMMONWEALTH-OF PENNSYLVANIA MOLY 20 2019
Seal)	NOTARIAL SEAL AUTUMN M GRAY Notary Public CAMP HILL BORO, CUMBERLAND COUNTY My Commission Expires May 20, 2019  (Notary Public)
THIS AF	DAVIT MUST BE SUBMITTED WITH THE BID IN ORDER TO COMPLY
WITH W	code provisions. Failure to include the Affidavit with the

#### BID BOND PREPARATION INSTRUCTIONS

			AGENCY (A) RFQ/RFP# (B)
(A)	WV State Agency (Stated on Page 1 "Spending Unit")	Bid Bon KNOW ALL MEN BY THESE PRESENT	d S, That we, the undersigned, (E)
(B)	Request for Quotation Number (upper right corner of page #1)	as Principal, and(F)	of (G) ized and existing under the laws
(C)	Your Business Entity Name (or Individual Name if Sole Proprietor)	of the State of (I) with its p	rincipal office in the City of
(D)	City, Location of your Company	of West Virginia, as Obligee, in the penal sum of	(K)
(E)	State, Location of your Company	(\$) for the payment of	which, well and truly to be made,
(F)	Surety Corporate Name	we jointly and severally bind ourselves, our heirs, adm	inistrators, executors,
(G)	City, Location of Surety	successors and assigns.	
(H) (I)	State, Location of Surety State of Surety Incorporation	The Condition of the chance chlication is an	ababasa Jawa da 1922 da la
(J)	City of Surety's Principal Office	the Purchasing Section of the Department of Administra	ch that whereas the Principal has submitted to
(K)	Minimum amount of acceptable bid bond is 5% of total bid. You may state "5% of bid"	and made a part hereof to enter into a contract in writin	ation a certain old or proposal, attached hereto
	or a specific amount on this line in words.	(M)	
(L)	Amount of bond in numbers		
(M)	Brief Description of scope of work		
(N)	Day of the month		
(0)	Month	NOW THEREFORE	
(P)	Year	/ N	
(Q)	Name of Business Entity (or Individual Name if Sole Proprietor)	(a) If said bid shall be rejected, or (b) If said bid shall be accepted ar	nd the Principal shall enter into a contract in
(R)	Seal of Principal Signature of President, Vice President, or	accordance with the bid or proposal attached hereto ar	and shall furnish any other bonds and insurance
(S)	Authorized Agent	required by the bid or proposal, and shall in all other acceptance of said bid then this obligation shall be	respects perform the agreement created by the
(T)	Title of Person Signing for Principal	remain in full force and effect. It is expressly underst	and arread that the liability of the Suraty
(U)	Seal of Surety	for any and all claims hereunder shall, in no event, e	exceed the nenal amount of this obligation as
(V)	Name of Surety	herein stated	moont the point unbuilt of this congation as
(W)	Signature of Attorney in Fact of the Surety		
		Surety and its bond shall be in no way impaired or affe	pulates and agrees that the obligations of said cted by any extension of time within which the
NOTE 1:	Dated Power of Attorney with Surety Seal must accompany this bid bond.	Obligee may accept such bid: and said Surety does here	eby waive notice of any such extension.
		WITNESS, the following signatures and sealed by a proper officer of Principal and Surety, of individual, the _(N)day of(O), 20_(P)	d seals of Principal and Surety, executed and or by Principal individually if Principal is an
		Principal Seal	(0)
		•	(Name of Principal)
		(R)	
			By(S)
			ust be President, Vice President, or Ouly Authorized Agent)
			(T)
			Title
		Surety Seal	(V)
		(U)	(Name of Surety)
			(W)
			Attorney-in-Fact

IMPORTANT - Surety executing bonds must be licensed in West Virginia to transact surety insurance, must affix its seal, and must attach a power of attorney with its seal affixed.

Agency State Rail Authority
REQ.P.O# 09 - Construction

#### **BID BOND**

	Camp Hill				ssociates Corporation (TRAC)  In United States Surety Company
of	Timonium	, Maryland			ting under the laws of the State of
Maryland	with its princip	oal office in the City of T			held and firmly bound unto the State
of West Virgin	nia, as Obligee, in t	he penal sum of <u>five</u> pe			) for the payment of which,
					tors, successors and assigns.
The	Condition of the a	above obligation is such	that whereas the Pr	incipal has submitt	ted to the Purchasing Section of the
				ade a part hereof, to	enter into a contract in writing for
South Bran	nch Valley Railro	ad - Harper Rail Yard	Improvement		
NOW	THEREFORE,				
(a)		l be rejected, or			
(b)	If said bid sha	all be accepted and the	Principal shall enter	into a contract in	accordance with the bid or proposal
he agreemen	t created by the ac	ceptance of said bid, the	surance required by the this obligation shall	ne bid or proposal, a be null and void of	and shall in all other respects perform therwise this obligation shall remain in
ull force and	effect. It is expres	sly understood and agre	ed that the liability of	the Surety for any	and all claims hereunder shall, in no
event, exceed	the penal amount	of this obligation as here	n stated.		
The	Suraty for the valu	a received baroby stinul	aton and seems that	the obligations of a	-14 6
way impaired	or affected by any	e received, nereby stipul extension of the time v	ates and agrees that vithin which the Oblid	the obligations of s	aid Surety and its bond shall be in no ch bid, and said Surety does hereby
vaive notice o	of any such extension	on.		,,,	on one one one of the order
WITA	JESS the following	signatures and sools of	Dringing and Surety	avacuted and soci	ed by a proper officer of Principal and
		y if Principal is an individ			
dicty, or by t	molpar marviduali	y ii Filiopai is air iiidividi	dai, tilis_20th_day of	June	, 20 <u>17</u> .
Principal Seal				The Railroad	Associates Corporation (TRAC)
					(Name of Principal)
				By MA	1 V M
				V(Must be	President, Vice President, or
				D	Ouly Authorized Agent)
				C	EO
					(Title)
iurety Seal				United S	States Surety Company
					(Name of Surety)
				0	. (
				Churt	na M. + tagguth
				Christina M	Attorney-in-Fact  1. Haggerty, Attorney-In-Fact
MPORTANT.	- Surety execution	a bonds must be licens	ed in West Virginia		

IMPORTANT – Surety executing bonds must be licensed in West Virginia to transact surety insurance, must affix its seal, and must attach a power of attorney with its seal affixed.

#### **POWER OF ATTORNEY**

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, Texas Bonding Company, an assumed name of American Contractors Indemnity Company, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

Norman F. Basso, Karen G. Mummert, Christina M. Haggerty, Lisa M. Farrell, Lindsey Holby, Justin M. Leisure

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond \*\*\*\*\*\*Unlimited\*\*\*\*\* Dollars (\$ \*\*\*unlimited\*\*\*). penalty does not exceed

This Power of Attorney shall expire without further action on November 3, 2019. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 1st day of November, 2016.

Corporate Seals

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY









Daniel P. Aguilar, Vice President

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Los Angeles SS:

On this 1st day of November, 2016, before me, Sabina Morgenstein, a notary public, personally appeared Daniel P. Aguilar, Vice President of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. WITNESS my hand and official seal.

Signature

SABINA MORGENSTEIN Commission # 2129258 Notary Public - California Los Angeles County My Comm. Expires Nov 3, 2019

I, Kio Lo, Assistant Secretary of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this 28th day June , 2017.

Corporate Seals

Bond No. N/A - Bid Bond Agency No. 12106









Kio Lo, Assistant Secretary

Certification and the initial point of contact for matters relating to this Contract.  (Rame, Title)  Kevin Kenhedy, VP - Central Region  (Printed Name and Title)  5232 Todd Ave., SW, Lordstown, OH 44481  (Address)  330-720-6764 / 330-824-2100  (Phone Number) / (Fax Number)  kkennedy@railroadtrac.com  (email address)  CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.  The Railroad Associates Corporation  (Company)  KEVIA KENNEDY  (Aithorized Signature) (Representative Name, Title)  Kevin Kennedy, VP - Central Region  (Printed Name and Title of Authorized Representative)  July 26, 2017  (Date)	DESIGNATED CONTACT: Vendor appoints the individual identified in this Section as the	
Rame, Title)  Kevin Kenhedy, VP - Central Region  (Printed Name and Title)  5232 Todd Ave., SW, Lordstown, OH 44481  (Address)  330-720-6764 / 330-824-2100  (Phone Number) / (Fax Number)  kkennedy@railroadtrac.com (cmail address)  CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.  The Railroad Associates Corporation  (Corppany)  Levin Kennedy, VP - Central Region  (Printed Name and Title of Authorized Representative)  July 26, 2017  (Date)  330-720-6764 / 330-824-2100	Contract Administrator and the initial point of contact for matters relating to this Contract.	
(Name, 11te)  kevin Kennedy, VP - Central Region (Printed Name and Title)  5232 Todd Ave., SW, Lordstown, OH 44481 (Address) 330-720-6764 / 330-824-2100 (Phone Number) / (Fax Number)  kkennedy@railroadtrac.com (email address)  CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.  The Railroad Associates Corporation (Company)  KEVIN KENNEDY  (Authorized Signature) (Representative Name, Title)  Kevin Kennedy, VP - Central Region (Printed Name and Title of Authorized Representative)  July 26, 2017 (Date)		1
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(Phone Number) / (Fax Number)  kkennedy@railroadtrac.com (email address)  CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated herein; that I have submitting this bid, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.  The Railroad Associates Corporation (Company)  KEVIN KENNED 4  (Authorized Signature) (Representative Name, Title)  Kevin Kennedy, VP - Central Region (Printed Name and Title of Authorized Representative)  July 26, 2017 ((Date)  330-720-6764 / 330-824-2100		
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(Authorized Signature) (Representative Name, Title)  Kevin Kennedy, VP - Central Region (Printed Name and Title of Authorized Representative)  July 26, 2017 (Date)  330-720-6764 / 330-824-2100	the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by the vendor to execut and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.	
(Authorized Signature) (Representative Name, Title)  Kevin Kennedy, VP - Central Region (Printed Name and Title of Authorized Representative)  July 26, 2017 (Date)  330-720-6764 / 330-824-2100	(Company)	
Kevin Kennedy, VP - Central Region (Printed Name and Title of Authorized Representative)  July 26, 2017 (Date)  330-720-6764 / 330-824-2100	(A) the mind of size that I have the size of size the size of size that the size of size that the size of size	
(Printed Name and Title of Authorized Representative)	(Authorized Signature) (Representative Name, Title)	
(Printed Name and Title of Authorized Representative)	Keyin Kannadu VD. Central Basian	
	(Printed Name and Title of Authorized Representative)	
(Date) 330-720-6764 / 330-824-2100	(*************************************	
(Date) 330-720-6764 / 330-824-2100	July 26, 2017	
330-720-6764 / 330-824-2100		
	(= ===)	
	330-720-6764 / 330-824-2100	

# ADDENDUM ACKNOWLEDGEMENT FORM SOLICITATION NO.:

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.

necessary revisions to my proposar, p	hans and/or specification, etc.	
Addendum Numbers Received:		
(Check the box next to each addendu	m received)	
ELAN AND A		
Addendum No. 1	Addendum No. 6	
Addendum No. 2	Addendum No. 7	
Addendum No. 3	Addendum No. 8	
Addendum No. 4	Addendum No. 9	
Addendum No. 5	Addendum No. 10	
discussion held between Vendor's re-	epresentation made or assumed to be made during any or presentatives and any state personnel is not binding. Onleaded to the specifications by an official addendum is	
The Railroad Associates Corporation		
Contpany  Authorized Signature	KEVIN KENNEDY	
Authorized Signature 7/26/2017		
Date		

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

#### STATE OF WEST VIRGINIA Purchasing Division

#### **PURCHASING AFFIDAVIT**

MANDATE: Under W. Va. Code §5A-3-10a, 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: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

**EXCEPTION:** The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. 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.

#### 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.

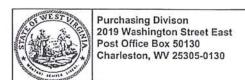
"Employer default" means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

"Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceed five percent of the total contract amount.

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

# Vendor's Name: The Railroad Associates Corporation Authorized Signature: Date: July 26, 2017 State of Pennsylvana to-wit: Taken, subscribed, and sworn to before me this 26th day of July , 20 17. My Commission expires May Zo , 2019. AFFIX SEAL HERE COMMONWEALTH OF PENNSYLVANIA NOTARIAL SEAL AUTUMN M GRAY

Notary Public CAMP HILL BORD, CUMBERLAND COUNTY My Commission Expires May 20, 2019



State of West Virginia Request for Quotation 09 - Construction

1	Proc Folder: 326602			
		dum 1 - Track Construction on Harper Property		
Date Issued	Proc Type: Central Purch Solicitation Closes	Solicitation No	Version	
2017-05-25	2017-06-28 13:30:00	CRFQ 0804 RMA1700000004	2	

BID RECEIVING LOCATION		
BID CLERK		
DEPARTMENT OF ADMINISTRATION		
PURCHASING DIVISION		
2019 WASHINGTON ST E		
CHARLESTON	WV	25305
US		

ENDOR	
endor Name, Address and Telephone Number:	

FOR INFORMATION CONTACT THE BUYER Michelle L Childers

(304) 558-2063 michelle.l.childers@wv.gov

Signature X

All offers subject to all terms and conditions contained in this solicitation

25-1871925

DATE

Page: 1

FEIN#

FORM ID: WV-PRC-CRFQ-001

#### ADDITIONAL INFORMAITON:

#### Addendum

Addendum No. 1 issued to publish and distribute the attached information to the vendor community.

#### Request for Quotation

The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia State Rail Authority (SRA) to establish a contract for the following:

Construction and installation of five railroad tracks and switches on Harper Farm property located on the South Branch Valley Railroad. Tracks are to be built to the attached project plans. All excavation and drainage work has already been completed. The plans show the layout for seven (7) tracks, however, this specific job is for five tracks ÿ¿ÿ¢ÿ¿ÿċÿċ Track 1, 3, 4, 6 and 7.

INVOICE TO		SHIP TO	
STATE RAIL AUTHORITY 120 WATER PLANT DR	,	STATE RAIL AUTHORITY (DBA) SOUTH BRANCH VA	ALLEY RAILROAD
MOOREFIELD	WV26836	MOOREFIELD	WV 26836
us		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Construction of track and switches	1.00000	JOB		

Comm Code	Manufacturer	Specification	Model #	
72141603		-		

#### **Extended Description:**

Construct track and five switches on Harper Farm Property on SBVR

# SOLICITATION NUMBER: CRFQ RMA1700000004 Addendum Number: 01

The purpose of this addendum is to modify the solicitation identified as ("Solicitation") to reflect the change(s) identified and described below.

ĺ	]	Modify bid opening date and time
[	}	Modify specifications of product or service being sought
[	]	Attachment of vendor questions and responses
[	1	Attachment of pre-bid sign-in sheet
[	l	Correction of error

#### **Description of Modification to Solicitation:**

Applicable Addendum Category:

This addendum is issued to modify the solicitation per the attached documentation and the following:

1. To attach Exhibit C as a separate attachment in wvOASIS.gov

No other changes.

[ **✓** | Other

**Additional Documentation:** Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

#### **Terms and Conditions:**

- 1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
- 2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

# ADDENDUM ACKNOWLEDGEMENT FORM SOLICITATION NO.:

**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.

Спеск	ne b	ox next to each addendur	m receive	d)	
[	]	Addendum No. 1	]	]	Addendum No. 6
[	]	Addendum No. 2	Į.	]	Addendum No. 7
[	]	Addendum No. 3	E	]	Addendum No. 8
[	]	Addendum No. 4	£	]	Addendum No. 9
[	]	Addendum No. 5	[	]	Addendum No. 10
ındersta	nd t	hat failure to confirm the	raggint -	<b>.</b>	14. 1
scussion	hel	d between Vendor's repr	esentativ	n ma	Idenda may be cause for rejection of this bid. It ade or assumed to be made during any oral any state personnel is not binding. Only the ifications by an official addendum is binding.
scussion	hel	d between Vendor's repr	esentativ	n ma	ade or assumed to be made during any oral
scussion	hel	d between Vendor's repr	esentativ	n ma	ade or assumed to be made during any oral nd any state personnel is not binding. Only the ifications by an official addendum is binding.

NOTE: This addendum acknowledgement should be submitted with the bid to expedite document processing. Revised 6/8/2012



Purchasing Divison 2019 Washington Street East Post Office Box 50130 Charleston, WV 25305-0130

#### State of West Virginia Request for Quotation 09 — Construction

	Proc Folder: 326602			
	Doc Description: Adden- Proc Type: Central Purch	dum 2 - Track Construction on Harper Property		
Date Issued	Solicitation Closes	Solicitation No	Version	
2017-06-14	2017-06-28 13:30:00	CRFQ 0804 RMA1700000004	3	

BID RECEIVING LOCATION	NA TOTAL	13 330 775	
BID CLERK			
DEPARTMENT OF ADMINISTRATION			
PURCHASING DIVISION			
2019 WASHINGTON ST E			
CHARLESTON	WV	25305	
US			

VENDOR	
Vendor Name, Address and Telephone Number:	

FOR INFORMATION CONTACT THE BUYER
Michelle L Childers
(304) 558-2063
michelle.l.childers@wv.gov

Signature X

EEMI #

15-1871925

DATE 7 26 2017

All offers subject to all terms and conditions contained in this solicitation

Page: 1

FORM ID: WV-PRC-CRFQ-001

#### **ADDITIONAL INFORMAITON:**

#### Addendum

Addendum No. 2 issued to publish and distribute the attached information to the vendor community.

#### Request for Quotation

The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia State Rail Authority (SRA) to establish a contract for the following:

Construction and installation of five railroad tracks and switches on Harper Farm property located on the South Branch Valley Railroad. Tracks are to be built to the attached project plans. All excavation and drainage work has already been completed. The plans show the layout for seven (7) tracks, however, this specific job is for five tracks

INVOICE TO		SHIP TO	<b>建筑是《国际政治》</b>
STATE RAIL AUTHORITY 120 WATER PLANT DR		STATE RAIL AUTHORITY (DBA) SOUTH BRANCH V	
MOOREFIELD	WV26836	MOOREFIELD	WV 26836
us		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Construction of track and switches	1.00000	JOB		

Comm Code	Manufacturer	Specification	Model #	
72141603				

#### **Extended Description:**

Construct track and five switches on Harper Farm Property on SBVR

## SOLICITATION NUMBER: CRFQ RMA1700000004 Addendum Number: 02

The purpose of this addendum is to modify the solicitation identified as ("Solicitation") to reflect the change(s) identified and described below.

Applicable Addendum Category:

!	]	Modify bid opening date and time				
[	1	Modify specifications of product or service being sought				
[	i	Attachment of vendor questions and responses				
[ 🗸	<b>'</b>	Attachment of pre-bid sign-in sheet				
1	l	Correction of error				
[	]	Other				
This adde	endu olish	f Modification to Solicitation:  Im is issued to modify the solicitation per the attached documentation and the following: the Pre-Bid Sign-In sheet.  Inges.				

Additional Documentation: Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

#### **Terms and Conditions:**

- 1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
- 2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

# ATTACHMENT A

# Request for Proposal No. CRQS RMA17 \* 3 PLEASE PRINT

Page 1 of 3

FIRM & REPRESENTATIVE NAME	MAILING ADDRESS	TELEPHONE & FAX NUMBERS
Company: AMTRAC RR COUT.	9436 CARLEY DR	301-197-37 30 PHONE
Rep: CAREY A. CHAWGY	HAGERGOWY, MD. 217-10	TOLL FREE
Email Address: CCIINDETQ AMTRACMO. COM		FAX 301-797-3740
Company: CTU	P.O. BOX 129	PHONE 804-725-1111
Rep: GEORGE DUDERSOU	7027 HA-( WOD), 41 A. 23138	TOLL FREE
Email Address: GEORGE WCTMUCCO		FAX 804-775-1065
Company: THE RALEDAD ASSOCIATES CORP.	4444 CARLISLE PIRE	PHONE 330-720-6764
Rep: KEYIN KENNEDY	CAMP HILL, PA 17011	TOLL FREE
Email Address: Kkennedy Crailcoadtrac.com		FAX 330-824-2100
Company: RAILROAD CONSTRUCTORS IN	705 MANTUA AUE	PHONE 856-423-2220
Rep: WAYNE B. RIGGS	PAULS BORD NJ 08066	FREE
Email Address: WRIGGS CRAIL NT. Com		FAX 856-423-9389
Company: Crane masters Inc.	110 York St.	PHONE 804-357-2509
Rep: Frank Brown	Toneytown Md. 21782	TOLL FREE 800 -624-0543
Email Address: Frank. brown @ cranomasters.c	•	FAX 410-756-1918

Request for Proposal No. CRQS RMAI7\*3

PLEASE PRINT

Page 2 of 3
Date: 6-14-17

FIRM & REPRESENTATIVE NAME	MAILING ADDRESS	TELEPHONE & FAX NUMBERS
Company: RAILWORKS TRACK SERVICES  Rep: Rocky Kimble  Email Address: [Kimble Q rai/works. Com	P.O.Box 555 SEWELL, NJ 08080	PHONE 856-281-8348 TOLL FREE FAX
Company: RAILWORKS TRACK SERVICES  Rep: CAMRON DAY  Email Address: COAY O TAILWORKS. COM	P.O.BOX 555 SEWELL, NT 08080	PHONE <b>856 270-4325</b> TOLL FREE FAX
Company: 5 TX railroad  Rep: John McGec  Email Address: John McGec@ 57th railroad.com		PHONE 470538-1582 TOLL FREE FAX
Company: Frontier Bailrood, CCC  Rep: Jim Koys  Email Address: SSEPESKY @ Frontier Rail Aust. C	New Stallfor, PA 15672	PHONE 724- 925-1210 TOLL FREE  FAX 724-925-9847
Company: AMIRAC AMIRACIONS  Rep: BOB MASTHEWS  Email Address: RM ATTHEWS CAMIRACMO, COM	9436 EARLEY DRIVE HALERSTOWN, MD 21740	PHONE 301-797-3733 TOLL FREE  FAX 301-797-3740

PLEASE PRINT

Page 3 of 3

Request for Proposal No.CRQS RMAI7\*3 PLEA

#### \* PLEASE BE SURE TO PRINT LEGIBLY - IF POSSIBLE, LEAVE A BUSINESS CARD

**TELEPHONE & FAX FIRM & REPRESENTATIVE NAME MAILING ADDRESS NUMBERS** Company: Rhinehart Railroad COHST. CO 1600 Angles de dr. Suite A PHONE 410 - 879 - 1321 JOHANN R Wharton 25 Fallston MD 21047 FREE Email Address: Johnny We Shi webert 10:110d. com FAX 410 - 879 - 1344 Company: Fritz-Runer-Cooke Con Inc. P.O. BOX 07884 PHONE 614-444-8844 Gordon Webster Columbus, OH 43207 Rep: FREE 800-349-7245 quebstere fixail wm Email Address: 614-444-7224 Lity Railroad Court 2709 Byington Solvan PHONE 865 692 1962 Edmands Knoxville TN 3793 FREE Email Address: Medmands@gcik.com FAX 865 694 6356 Company: frmond CassiL Co 6403 Rinhe ST PHONE & steve Thomas Warren mi 48091 FREE Email Address: 5Tho mas @ railsource. Com FAX Company: PHONE TOLL Rep: FREE Email Address: FAX

# ADDENDUM ACKNOWLEDGEMENT FORM SOLICITATION NO.:

**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.

Addend	um	Numbers Received:			
(Check t	he b	ox next to each addendum re	eceived	1)	
[	]	Addendum No. 1	[	]	Addendum No. 6
[	]	Addendum No. 2	[	]	Addendum No. 7
[	]	Addendum No. 3	[	]	Addendum No. 8
[	]	Addendum No. 4	[	]	Addendum No. 9
[	]	Addendum No. 5	[	]	Addendum No. 10
further undiscussion	nder on he	stand that any verbal represo eld between Vendor's repres	entation entativ	n m es a	Idenda may be cause for rejection of this bid. I ade or assumed to be made during any oral and any state personnel is not binding. Only the ifications by an official addendum is binding.
					Company
			-		Authorized Signature
			-		Date

 $NOTE: \ This \ addendum \ acknowledgement \ should \ be \ submitted \ with \ the \ bid \ to \ expedite \ document \ processing.$  Revised 6/8/2012



Purchasing Divison 2019 Washington Street East Post Office Box 50130 Charleston, WV 25305-0130 State of West Virginia Request for Quotation 09 — Construction

<del></del>	an entre various and a service and a service and						
Ē	Proc Folder: 326602						
	Ooc Description: Addeno	dum 3 - Track Construction on Harper Property					
Date Issued	Solicitation Closes	Solicitation No	Version				
2017-06-15	2017-06-28 13:30:00	CRFQ 0804 RMA1700000004	4				

BID CLERK
DEPARTMENT OF ADMINISTRATION
PURCHASING DIVISION
2019 WASHINGTON ST E
CHARLESTON WV 25305
US

VENDOR	
Vendor Name, Address and Telephone Number:	

FOR INFORMATION CONTACT THE BUYER

Michelle L Childers (304) 558-2063

michelle.l.childers@wv.gov

Signature X

FEIN# 25-187 19 25

DATE

1/26/2017

All offers subject to all terms and conditions contained in this solicitation

Page: 1

FORM ID: WV-PRC-CRFQ-001

#### ADDITIONAL INFORMAITON:

#### Addendum

Addendum No. 3 issued to publish and distribute the attached information to the vendor community.

#### Request for Quotation

The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia State Rail Authority (SRA) to establish a contract for the following:

Construction and installation of five railroad tracks and switches on Harper Farm property located on the South Branch Valley Railroad. Tracks are to be built to the attached project plans. All excavation and drainage work has already been completed. The plans show the layout for seven (7) tracks, however, this specific job is for five tracks. Track 1, 3, 4, 6, and 7.

INVOICE TO		SHIP TO	
STATE RAIL AUTHORITY 120 WATER PLANT DR	,	STATE RAIL AUTHORITY (DBA) SOUTH BRANCH \ 120 WATER PLANT DR	
MOOREFIELD	WV26836	MOOREFIELD	WV 26836
us		us	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Construction of track and switches	1.00000	JOB		

Comm Code	Manufacturer	Specification	Model #	
72141603				

#### **Extended Description:**

Construct track and five switches on Harper Farm Property on SBVR

## SOLICITATION NUMBER: CRFQ RMA1700000004 Addendum Number: 03

The purpose of this addendum is to modify the solicitation identified as ("Solicitation") to reflect the change(s) identified and described below.

Applicable Addendum Category:

[	]	Modify bid opening date and time
[	]	Modify specifications of product or service being sought
[	]	Attachment of vendor questions and responses
[	١	Attachment of pre-bid sign-in sheet
[,	/1	Correction of error
]	1	Other
		of Modification to Solicitation:  Sum is issued to modify the solicitation per the attached documentation and the following
		t attachment to Addendum 2. The Pre-Bid Sign-In sheet was not attached.
No othe		

Additional Documentation: Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

#### **Terms and Conditions:**

- 1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
- 2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

# ATTACHMENT A

Request for Proposal No. CRQS RMA17 \* 3 PLEASE PRINT

Page 1 of 3

Date: 6-14-17

FIRM & REPRESENTATIVE NAME	MAILING ADDRESS	TELEPHONE & FAX NUMBERS
Company: AMTRAC RR COUT.	9436 CARLEY DR	301-197-37 30 PHONE
Rep: CAREY A. CHAWGY	HAGERSTOWN, MD. 217-10	TOLL FREE
Email Address: CCIIIN JETQ AMTRACMO. COM		FAX 301-797-3740
Company: CTU	P.O. BOX 129	PHONE 804-725-1111
Rep: GEORGE ANDERSON	PORT HAY WOOD, 41 A. 23138	TOLL FREE
Email Address: GEORGE WCTWLL CO		FAX 804-775-1065
Company: THE RAILPOAD ASSOCIATES CORP.	4444 CARLISLE PIRE	PHONE 330-720-6764
Rep: KEYIN KENNEDY	CAMP HILL, PA 17011	TOLL FREE
Email Address: Kkennedy Erailroadtrac.com		FAX 330-824-2100
Company: RAILRAD CONSTRUCTORS INC	705 MANJUA AUE	PHONE 85% - 423-2220
Rep: WAYNE 3 Right	PAULS BORD NJ 08066	TOLL FREE
Email Address: WRIGGS ORBILNICOM		FAX 856-423-9389
Company: Crane masters Inc.	110 York St.	PHONE 804-357-2509
Rep: Frank Brown	Toneytown Md. 21782	TOLL FREE 800 -624 -0543
Email Address: Frank. brown @ cranomasters.c		FAX 410-756-1918

Request for Proposal No. CRQS RMAI7\*3

PLEASE PRINT

Page 2 of 3
Date: 6-14-17

**TELEPHONE & FAX** 

FIRM & REPRESENTATIVE NAME	MAILING ADDRESS	NUMBERS
Company: RAITWORKS TRACK SERVICES	P.O. Box 555	PHONE 856-281-8348
Rep: Rocky Kimble	SEWELL, NJ 08080	FREE
Email Address: FKIM DIE Q TAI/WORKS. COM	The second secon	FAX
Company: RAILWORKS TRACK SERVICES	7.0. Box 555	PHONE 856 270-4325
Rep: CAMRON DAY	SENELL, NT 08080	TOLL FREE
Email Address: CDAY @ FAILWORKS. COM		FAX
Company: 5 TX railroad		PHONE 4/70 5 38-1582
Rep: John McGec	**************************************	TOLL FREE
Email Address: John Mclac @ SThrailred.com		FAX
Company: Frontier BA: 12000 (10	200 BRADY PACE	PHONE 724- 925-1210
Rep: Jim Koys	New Stallfor, PA 15672	TOLL FREE
Email Address: 55 4 pes Ky & Frantina Rail Mass.	a wa	FAX 724-925-9847
Company: AMIRAC RALLOCAD CONTRACTORS	9436 EARLEY DRIVE	PHONE 301-797-3733
Rep: BOB MATTHEWS	HALERSTOWN, MD 21740	TOLL FREE
Email Address: RM ATTHEWS CAMTRACMO.COM		FAX 301-797-3740

Request for Proposal No.CROS RMA17\*3 PLEASE PRINT

Page <u>3</u> of <u>3</u>

Date: 6-14-17

FIRM & REPRESENTATIVE NAME	MAILING ADDRESS	TELEPHONE & FAX NUMBERS
Company: Rhinehart Railroad COHST. CO  Rep: Johnny R Wharton 21  Email Address: Johnny We Rhindretto: Ind., com	1600 Ausleside dr. Suite A Fallston MD 21047	PHONE 410 - 879 - 1322.  TOLL FREE  FAX 410 - 879 - 1344
Company: Fritz-Rumer-Cooke Con lu.  Rep: Gordon Webster  Email Address: gwebstere fixrail. com	P.O. Box 07884 Columbus, OH 43207	PHONE 614-444-8844  TOLL FREE 800-349-7245  FAX 614-444-7224
Company: Queen City Railroad Const  Rep: Mark Edmands  Email Address: Medmands e gcik con	Knox ville TN 37931	PHONE 865 692 1902 TOLL FREE FAX 865 694 6356
Company: frmond Cassi L Co  Rep: Steve Thomas  Email Address: 5Thomas Orailsource. Com	6403 Right ST Warren mf 48091	PHONE \$59-653-9500 TOLL 586-754-4206 FREE 586 524 0934 FAX
Company:  Rep:  Email Address:		PHONE TOLL FREE FAX

# ADDENDUM ACKNOWLEDGEMENT FORM SOLICITATION NO.:

**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.

			Numbers Received:			
(Check	k th	e bo	x next to each addendum rec	ceive	d)	
	[	]	Addendum No. 1	[	]	Addendum No. 6
	[	]	Addendum No. 2	[	]	Addendum No. 7
	[	]	Addendum No. 3	[	]	Addendum No. 8
	[	]	Addendum No. 4	[	]	Addendum No. 9
	[	]	Addendum No. 5	[	]	Addendum No. 10
further discuss	uno sion	ders hel	tand that any verbal represer d between Vendor's represer	ntatio ntativ	n ma	Idenda may be cause for rejection of this bid. I ade or assumed to be made during any oral and any state personnel is not binding. Only the ifications by an official addendum is binding.
			,			Company
						Authorized Signature
				_		Date

NOTE: This addendum acknowledgement should be submitted with the bid to expedite document processing. Revised 6/8/2012



Purchasing Divison 2019 Washington Street East Post Office Box 50130 Charleston, WV 25305-0130

#### State of West Virginia Request for Quotation 09 — Construction

·	Proc Folder: 326602			
	Doc Description: Addenderor Type: Central Purch	dum 4 - Track Construction on Harper Property		
Date Issued	Solicitation Closes	Solicitation No	Version	
2017-06-21	2017-07-12 13:30:00	CRFQ 0804 RMA1700000004	5	

BID RECEIVING LOCATION

BID CLERK

DEPARTMENT OF ADMINISTRATION

PURCHASING DIVISION

2019 WASHINGTON ST E

CHARLESTON WV 25305

US

VENDOR	
Vendor Name, Address and Telephone Number:	

FOR INFORMATION CONTACT THE BUYER

Michelle L Childers (304) 558-2063

michelle.l.childers@wv.gov

Signature X

FEIN#

5-1871925

DATE \$ 26 2017

All offers subject to all terms and conditions contained in this solicitation

Page: 1

FORM ID: WV-PRC-CRFQ-001

#### ADDITIONAL INFORMAITON:

#### Addendum

Addendum No. 4 issued to publish and distribute the attached information to the vendor community.

#### Request for Quotation

The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia State Rail Authority (SRA) to establish a contract for the following:

Construction and installation of five railroad tracks and switches on Harper Farm property located on the South Branch Valley Railroad. Tracks are to be built to the attached project plans. All excavation and drainage work has already been completed. The plans show the layout for seven (7) tracks, however, this specific job is for five tracks. Track 1, 3, 4, 6, and 7.

INVOICE TO		SHIP TO	
STATE RAIL AUTHORITY 120 WATER PLANT DR		STATE RAIL AUTHORITY (DBA) SOUTH BRANCH V	
MOOREFIELD	WV26836	MOOREFIELD	WV 26836
US		us	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Construction of track and switches	1.00000	JOB		

Comm Code	Manufacturer	Specification	Model #	
72141603				

#### **Extended Description:**

Construct track and five switches on Harper Farm Property on SBVR

# SOLICITATION NUMBER: CRFQ RMA1700000004 Addendum Number: 04

The purpose of this addendum is to modify the solicitation identified as ("Solicitation") to reflect the change(s) identified and described below.

Applicable	Addendum	Category:
------------	----------	-----------

1,	/1	Modify bid opening date and time
l	1	Modify specifications of product or service being sought
l	1	Attachment of vendor questions and responses
l	İ	Attachment of pre-bid sign-in sheet
l	1	Correction of error
l	1	Other

# Description of Modification to Solicitation:

This addendum is issued to modify the solicitation per the attached documentation and the following:

1. To modify the bid opening date to July 12, 2017 at 1:30PM, EST.

No other changes.

Additional Documentation: Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

#### Terms and Conditions:

- 1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
- 2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

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

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	y re	visions to my proposal, plans	and/	or s	pecification, etc.	
Addenda (Check th	ım ie b	Numbers Received: ox next to each addendum rec	eive	d)		
[	]	Addendum No. 1	[	]	Addendum No. 6	
[	]	Addendum No. 2	[	]	Addendum No. 7	
]	]	Addendum No. 3	[	]	Addendum No. 8	
[	]	Addendum No. 4	[	]	Addendum No. 9	
[	]	Addendum No. 5	[	]	Addendum No. 10	
discussion	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.					
					Company	
			-		Authorized Signature	
				_	Date	

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



Purchasing Divison 2019 Washington Street East Post Office Box 50130 Charleston, WV 25305-0130

State of West Virginia Request for Quotation 09 — Construction

Р	roc Folder: 326602			
		dum 5 - Track Construction on Harper Property		
P	roc Type: Central Purch	ase Order		
Date Issued	Solicitation Closes	Solicitation No	Version	
2017-07-05	2017-07-26 13:30:00	CRFQ 0804 RMA1700000004	6	

BID CLERK

DEPARTMENT OF ADMINISTRATION
PURCHASING DIVISION
2019 WASHINGTON ST E

CHARLESTON WV 25305
US

VENDOR	
Vendor Name, Address and Telephone Number:	
AND THE PERSON NAMED IN COLUMN TO SERVICE AND ADDRESS OF THE PERSON NAMED ADDRESS OF THE PERSON NAMED ADDRESS OF THE PERSON NAMED ADDRESS	

FOR INFORMATION CONTACT THE BUYER

Michelle L Childers (304) 558-2063

michelle.l.childers@wv.gov

Signature X

FEIN#

5-1871925

DATE 7/26/2017

All offers subject to all terms and conditions contained in this solicitation

Page: 1

FORM ID: WV-PRC-CRFQ-001

#### ADDITIONAL INFORMAITON:

#### Addendum

Addendum No. 5 issued to publish and distribute the attached information to the vendor community.

#### Request for Quotation

The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia State Rail Authority (SRA) to establish a contract for the following:

Construction and installation of five railroad tracks and switches on Harper Farm property located on the South Branch Valley Railroad. Tracks are to be built to the attached project plans. All excavation and drainage work has already been completed. The plans show the layout for seven (7) tracks, however, this specific job is for five tracks. Track 1, 3, 4, 6, and 7.

INVOICE TO		SHIP TO	
STATE RAIL AUTHORITY 120 WATER PLANT DR		STATE RAIL AUTHORITY (DBA) SOUTH BRANCH V 120 WATER PLANT DR	
MOOREFIELD	WV26836	MOOREFIELD	WV 26836
US		US	

Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
Construction of track and switches	1.00000	JOB		
		4 00000		

Comm Code	Manufacturer	Specification	Model #	
72141603				

#### **Extended Description:**

Construct track and five switches on Harper Farm Property on SBVR

## SOLICITATION NUMBER: CRFQ RMA1700000004 Addendum Number: 05

The purpose of this addendum is to modify the solicitation identified as ("Solicitation") to reflect the change(s) identified and described below.

#### **Applicable Addendum Category:**

[ •	<b>/</b> ]	Modify bid opening date and time
[	]	Modify specifications of product or service being sought
[•	<b>/</b> ]	Attachment of vendor questions and responses
[	J	Attachment of pre-bid sign-in sheet
[	]	Correction of error
[	]	Other

#### **Description of Modification to Solicitation:**

This addendum is issued to modify the solicitation per the attached documentation and the following:

- 1. To modify the bid opening date to July 26, 2017 at 1:30PM, EST.
- 2. To publish the vendor questions and agency answers.

No other changes.

Additional Documentation: Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

#### **Terms and Conditions:**

- 1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
- 2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

# ATTACHMENT A

#### CRFQ RMA1700000004

#### Track Construction on Harper Property

#### **Vendor Questions and Agency Answers**

- Q1) Can you provide us with a Railroad or State "Approved" vendor list of #3 or #4 Ballast Suppliers for this project? Does the SBVR have a preferred ballast supplier that they use and will be acceptable for this project?
  - A1) Any stone vendor is allowable as long as the #3 or #4 ballast meets AREMA specifications. The closest vendor is Fairfax Materials (800-325-8663)
- Q2) There are two specifications shown for the type of frog to be used on the No. 8 Turnouts. A Railbound Manganese Insert (RBMI) and a Solid Manganese Self-Guarded Type (SMSG). Which one will be required. If RBMI, also please provide the type of Guardrails required.
  - A2) Required frog will be the Solid Manganese Self-Guarded Type (SMSG)
- Q3) The existing siding track that the first switch gets installed on to create the new tracks isolates the existing siding, and no longer can be accessed, what happens to this existing track. Do we have to remove it? Or do we just remove enough to install the new switch? If removed, who keeps the materials?
  - A3) The vendor does not have to remove the existing track. The vendor will remove enough track to make the tie in to the new track.
- Q4) The ballast estimated quantity given on sheet 5 of 63 is given at 3,720 ton of #3 or #4 ballast. The detail cross section of the ballast on sheet 2 of 63 shows a 10" ballast depth below the tie with a 2% slope. Calculating the track and turnout quantity based on a 10" depth of ballast below the ties does not come close to the quantity given on sheet 5. Is some of the #3 or #4 ballast (pre-ballast) already installed? What is the depth of this pre-ballast? We need this information to calculate the remaining #3 or #4 ballast required and how many raises in the track to get to the proposed profile top of rail elevation. Please provide.
  - A4) There is 3-4 inches of pre-ballast installed. Vendor is required to only install an additional 3 inches depth below the ties. The 10" depth as listed is not required. We are requiring 6" of depth. Contractor should bid based on supplying 3,720 tons stated in the original documents. Any additional ballast required will be supplied by SBVR and delivered to the site by SBVR.
- Q5) In the mandatory pre-bid it was mentioned that all 4 turnouts are to be field welded. Do the frogs get welded in also?
  - A5) Self guarded frogs are not welded. To clarify, nothing will be welded.

- Q6) In receipt of addendum#3. Under all 3 addendums per "Extended Description" on page 2 it states there are 5 switches. Yet on Drawing 5 of 63 Quantity Sheet it says 4 each switches. At the pre-bid meeting, 4 each switches were mentioned. Please advise, are there 4 each or 5 each No. 8 switches proposed for this project?
  - A6) To clarify, there will be 5 turnouts not 4. #8 Switches is correct.

The additional switch is for the number 5 track. Although the #5 track is not being installed, the switch needs to be added to allow proper alignment the other tracks.

- Q7) Are 4-hole joint bars permissible?
  - A7) No Joint bars must be 6-hole
- Q8) Are turnout frogs to be solid manganese self guarded (SMSG) or railbound manganesese (RBM)?
  - A8) See answer #2
- Q9) Are turnouts to be welded?
  - A9) See answer #5
- Q10) Are frogs to be welded in?
  - A10) See answer #5
- Q11) Are switch points to be weldable with extended legs?
  - A11) See answer #5
- Q12) What is the closest ballast source?
  - A12) Fairfax Materials (800-325-8663)
- Q13) How was your ballast quantity calculated?
  - A13) See answer #4
- Q14) How was your track quantity calculated?
  - A14) Linear feet taken from the drawing

Q15) In order to construct tracks 1, 3, 4, 6 and 7, five turnouts must be constructed as well as a portion of track 5 from the 1/5 switch to the 5/7 switch. The switches that must be constructed are: 1/5, 1/4, 1/3, 5/7, and 6/7 – Please confirm & recalculate estimated quantities

#### A15) See answer #6.

- Q16) Is this project subject to sales tax?
  - A16) SRA does not pay sales tax, however, that does not extend to contractors purchasing materials.
- Q17) If more than 2" of ballast is required under ties to achieve planned top of rail, who is responsible for purchasing the additional ballast?

#### A17) See answer #4

- Q18) Does the local labor market hiring requirement apply to this project?
  - A18) Section 6 of the Terms and Conditions only pertains to hiring employees. There is not an issure if new employees are not being hired.
- Q19) Can the 180-day requirement for completion be changed to start from when the overhead power lines are moved (by others) or notice to proceed is issued, whichever occurs last? There are low power lines over this project that will prevent its completion and at the prebid meeting, there was no idea on when the lines would be moved. If this change cannot be made, will extra time be given, without a penalty, if the power line relocation delays construction?
  - A19) Extensions of the 180-day requirement will be granted as required for situations out of the control of the contractor.
- Q20) There is a local hiring requirement in Additional Terms and Conditions, page 24, section
  6. We will not be hiring any new workers if we are the successful bidder. Since we will not be hiring any workers, will we be required to obtain a waiver as outlined in this section?

#### A20) See answer #18

Q21) In Exhibit B, section 13.1.1.6 refers to an Earthen Mound at the end of track. Plan sheet on page 54 shows an earthen berm at the end of track. Section 13.1.3.12.4 states bumping posts will go at the end of track. The Quantity Sheet on page 44 shows bumping posts as well. Which is to go at the end of track, a bumping post or an earthen mound? If it is a bumping post, what model? Bumping posts come in many different sizes.

#### A21) Earthen mound will go at the end of the track

Q22) In Exhibit B, section 13.1.3.1 requires AREMA #3 ballast. The Quantity Sheet on page 44 stipulates #3 or #4 stone, Which is the case?

#### A22) #3 or #4 is acceptable

Q23) In Exhibit B, section 13.1.3.10 requires a rail bound frog. Section 13.1.3.12.3 requires a self-guarded frog. These are different types of frogs. Which is required?

#### A23) See answer #2

Q24) Are Samson points required for the turnout or are knife points acceptable?

#### A24) Samson points are required but not required to weld.

Q25) Can we use a heavier rail than the required 115#? The track will connect to an existing track with 132RE. We would like to have the option to furnish a heavier rail, which may be cheaper.

#### A25) Either 115# or 132# - only these two sizes will be acceptable

Q26) In Exhibit B, section 13.1.4 outlines the requirement for track construction with jointed rail. The last subsection in this group, 13.1.4.10 requires that all track and turnouts be welded. Which is the case? Is track to be constructed with jointed rail or welded rail?

#### A26) Track is to be jointed rail (not welded)

Q27) If any track or turnouts are to be welded, is there any testing requirement for the welds?

#### A27) See answer #5

Q28) Who is to check that the elevations are correct on the existing preballast that is in place? If it is the contractor, and the grade is not correct, who will correct this? If it is the contractor, how will the contractor be paid?

## A28) The contractor will be placing an additional 3' of ballast that will correct any deficiencies in the grade. See answer #4

- Q29) Are we required to remove the vegetation that is growing on the ballast pad before track is constructed?
  - A29) SBVR will spray and cut prior to installation. The contractor does not have to remove vegetation.
- Q30) How long can we take the existing track out of service to connect to it?
  - A30) The existing track will be out of service once the project begins. In order to satisfy the customer, the contractor is to complete the #1 track first so that track will be available to the customer during the construction of the other tracks.

- Q31) The contractor will have to remove a section of existing track to construct the new track. How much existing ballast will we have to excavate to construct the new track? This is approximately from station 200+00 to station 201+00.
  - A31) The contractor will remove approximately 100 tons of ballast. This will placed on SBVR property at the end of the access road.
- Q32) What do we do with the existing track material that is removed?
  - A32) Existing track material will remain the property of Pilgrim's Pride. It is to be neatly stacked on the property and the SBVR will move it where necessary.
- Q33) Do we have to do anything with the rest of the existing siding that will now be disconnected from any track and isolated?

#### A33) See answer #3

Q34) There is a stone crossing in the existing track at station 201+00. Does this have to be put back in when we construct the new track in this same area?

#### **A34) Yes**

- Q35) Solicitation says to construct 5 turnouts, page 37 says 4 Turnouts. We only count 4. Please clarify.
  - A35) See answer #15 it is 5 turnouts with the addition of the 5th track turnout
- Q36) Page 24 says we must Hire at least seventy five percent from the local labor market. We are specialty contractors working eastern United States and have full time employees who travel from project to project that are trained and qualified to run our specialty equipment. Can this requirement be waived?

#### A36) See answer #18

Q37) You do not have a minimum size listed for the tie plates. Please provide minimum width and length.

#### A37) 7 3/4" by 13" double shoulder is the smallest we will accept.

Q38) Are the joint bars to be 4 hole of 6 hole?

#### A38) See answer #7

- Q39) The drawings and specifications specify relay rail and reclaimed anchors but do not designated New or Relay for the Tie Plates, Joint Bars, Bolts Units, Spikes, Compromise Bars and the Turnouts. Please provide which items are to be new and which can be relay.
  - A39) Bolts, spikes and anchors all must be new everything else can be #1 relay. Rail must have no more than 1/8" vertical wear.

Q40) Page 36 says Turnouts to have Rail Bound Manganese Frogs and page 37 says Self Guarded Frogs. Please clarify.

#### A40) See answer #2

Q41) Can you provide a drawing showing the Turnout you would like to have for this project? Since most of the standard sections on your drawings have CSX references, I have attached a standard CSX No. 8 Turnout drawing for your reference.

#### A41) Drawing is attached

Q42) Drawing sheet 7 and page 39 says all turnouts must be welded. Please list or show all the welds you want made in the turnouts.

#### A42) See answer #5

Q43) Drawing sheet 7 and page 39 says all yard track to be welded. Please confirm.

#### A43) See answer #5

- Q44) You do not have a specific proposal package identified to be completed, signed and turned in as per most other public bids. For the electronic and or mailed in bid submittal, are we to turn in every page of all the bid documents received including all addendums. If not, can you advise exactly what pages and documents must be completed and turned in with the bid.
  - A44) Bid packets should be read in full. Refer to the Instructions to Vendors Submitting Bids, The General Terms and Conditions, the attached WV-75 and any mandatory items required in the solicitation.
- Q45) Please confirm requirement for 10" ballast under the ties as shown on Drawing Sheet No.
  - 2. Standard CSX specifications for yard tracks call for 6" ballast under the ties.

#### A45) See answer #4

Q46) Specification Sheet No. 17 shows a ballast quantity of 3,720 ton. Even with the reduced track quantity of approximately 7,000 feet, we estimate we will need in excess of 6,000 ton. Do you want us to base our bid on your shown ballast quantity?

#### A46) See answer #4

- Q47) Is "fill in" ballast required between the tracks? If so, this would raise the ballast quantity even more.
  - A47) No "fill in" ballast will be required between the tracks. Ballast will be required in the cribs.

- Q48) Typical Section Note 3: States existing ballast not to grade it is the contractor's responsibility to bring to grade.
  - Q) Without a survey by the contractor "before bidding", how is the contractor to know if material is needed to bring the area to grade and how is it paid for?

#### A48) See answer #28

- Q49) Quantity Sheet: list ballast as No. 3 or No. 4, General Notes Sheet 1 list ballast as No. 3
  - Q) What size ballast is the contractor to use?

#### A49) See answer #22

- Q50) Quantity Sheet: show the frogs to be Self-Guarded General Notes Sheet 2 say Rail Bound
  - Q) Which is the contractor to use?

#### A50) See answer #2

Q51) Quantity Sheet: Lists 5 Bumping Post. Typical Sections: Shows earthen Berm

Which is the contractor to use?

If it is Earthen Berms, what is the estimated CY Quantity of material that will be left over from the huge pile that was present at the site visit that will be removed?

- A51) See answer #21 Excess material does not have to be removed
- Q52) Quantity Sheet lists 115RE. Plan Sheet 1 shows no tie-into existing Track

  If we are required to use 115RE why is there 132 Compromise Bars?
  - A52) There is a tie in to the existing track and the existing track is 132#. However, based on answer #25 contractor can use either 115# or 132#.
- Q53) General Notes: Sheet 6: gives a description for grade 5 ties in mainline.

Is the contractor doing any work on the mainline f so where?

- A53) No there is no work on the mainline. All ties will be IG for this project
- Q54) General Notes Sheet 7: gives the specification for Laying Jointed Rail. It also gives the specification for Laying Welded Rail which stated all turnouts and yard tracks will be welded Are the yard tracks to be welded?

Are switches to be welded, if so what all is welded (Points / Frog)?

#### A54) See answer #5

Q55) Plan Sheet 1 shows the construction of track from 10+00 for the start of the project.

Does this mean the contractor is not responsible for the tie-in to the existing track?

#### A55) Station 10+00 is the tie-in point to the existing track.

Q56) Specification call for 115RE to be used in this project.

Would any other rail section be acceptable as long as it was a heaver section?

#### A56) See answer #25

Q57) Upon closer review of the property it appears that there has already been a large quantity of railroad ballast installed.

Page 37 of the specifications states that the railroad contractor is to furnish and Install 3,720 ton of ballast. Is this the amount needed to get the 10" of ballast under the tie and the amount we should include in our bid?

#### A57) See answer #4

Q58) In the latest addendum (#4) it states under Extended Description: "Construct track and five switches and Harper Farm property on SBVR."

On page 37 of the solicitation, in section 13.1.3.12.3 it lists our switches are being constructed.

Is it four or five switches being constructed? If it is five, where is the fifth switch to be constructed?

#### A58) See answer #6

Q59) Upon rolling/compacting the existing ballast pad, the total pad height turns out to be less than 8", who pays for the additional required ballast?

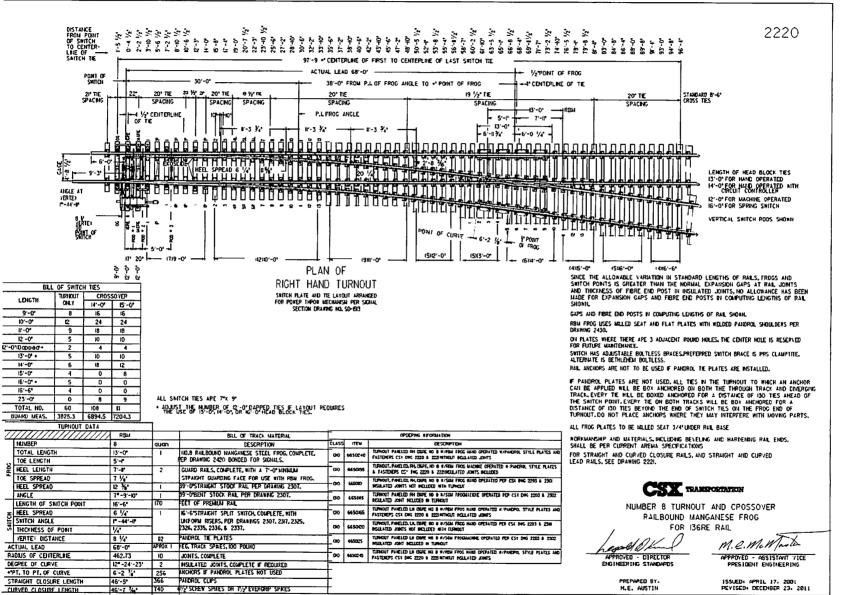
#### A59) See answer #4

Q60) Is the proposed turnout to be installed in the existing track part of this contract?

#### A60) There is no proposed turnout in existing track

Q61) Is there a requirement to hire employees from Hardy County?

#### A61) See answer #18



# ADDENDUM ACKNOWLEDGEMENT FORM SOLICITATION NO.:

**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.

		Numbers Received:  ox next to each addendum rec	eive	d)	
[	]	Addendum No. 1	]	]	Addendum No. 6
[	]	Addendum No. 2	]	]	Addendum No. 7
[	]	Addendum No. 3	[	]	Addendum No. 8
]	]	Addendum No. 4	[	]	Addendum No. 9
]	]	Addendum No. 5	[	]	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.					
					Company
					Authorized Signature
					Date

NOTE: This addendum acknowledgement should be submitted with the bid to expedite document processing. Revised 6/8/2012