



Department of Administration
 Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
 Charleston, WV 25305-0130

State of West Virginia
 Centralized Request for Quote
 Construction

RECEIVED
 03/23/21 10:28:41
 WV PURCHASING DIVISION

Proc Folder: 837821			Reason for Modification: Addendum No. 3 issued to publish the newest Exhibit A Pricing Page for clarification purposes.
Doc Description: Addendum No. 3 - Tie Installation and Tamping on SBVR			
Proc Type: Central Purchase Order			
Date Issued	Solicitation Closes	Solicitation No	Version
2021-03-17	2021-03-23 13:30	CRFQ 0804 RMA2100000040	4

BID RECEIVING LOCATION

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

VENDOR

Vendor Customer Code: 1028-0394

Vendor Name : Amtrac Railroad Contractors of Md., Inc.

Address :

Street : 9436 Earley Drive


City : Hagerstown

State : Maryland **Country :** Washington **Zip :** 21740

Principal Contact : Robert L. Matthews - Vice President

Vendor Contact Phone: 301-797-3730 **Extension:**

FOR INFORMATION CONTACT THE BUYER
 Toby L Welch
 (304) 558-8802
 toby.l.welch@wv.gov

Vendor Signature X  **FEIN#** 35-1649116 **DATE** March 22, 2021

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

ADDITIONAL INFORMATION

Addendum #3 issued to modify the solicitation identified by the following:

1. To Clarify a response to Addendum No. 2
2. To publish a copy of the newest version of Exhibit A Pricing Page

No Other changes

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Replace Crossties	2500.00000	EA	\$111.00	\$277,500.00

Comm Code	Manufacturer	Specification	Model #
72141603			

Extended Description:

Replace 2,500 ties between MP 0.0 and 2.0 on SBVR

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Replace 9' switch ties	19.00000	EA	\$190.00	\$3,610.00

Comm Code	Manufacturer	Specification	Model #
72141603			

Extended Description:

Replace 7" x 9" x 9' switch ties in Green Spring Yard

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	Replace 10' switch ties	13.00000	EA	\$200.00	\$2,600.00

Comm Code	Manufacturer	Specification	Model #
72141603			

Extended Description:
Replace 7"x9"x10' switch ties in Green Spring Yard

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	Replace 11' switch ties	14.00000	EA	\$205.00	\$2,870.00

Comm Code	Manufacturer	Specification	Model #
72141603			

Extended Description:
Replace 7"x9"x11' switch ties in Green Spring Yard

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
5	Replace 12' switch ties	8.00000	EA	\$210.00	\$1,680.00

Comm Code	Manufacturer	Specification	Model #
72141603			

Extended Description:
Replace 7"x9"x12' switch ties in Green Spring Yard

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
6	Replace 13' switch ties	6.00000	EA	\$220.00	\$1,320.00

Comm Code	Manufacturer	Specification	Model #
72141603			

Extended Description:
Replace 7"x9"x13' switch ties in Green Spring Yard

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
7	Replace 14' switch ties	9.00000	EA	\$240.00	\$2,160.00

Comm Code	Manufacturer	Specification	Model #
72141603			

Extended Description:

Replace 7"x9"x14' switch ties in Green Spring yard

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
8	Replace 15' switch ties	8.00000	EA	\$250.00	\$2,000.00

Comm Code	Manufacturer	Specification	Model #
72141603			

Extended Description:

Replace 7"x9"x15' switch ties in Green Spring Yard

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
9	Replace 16' switch ties	15.00000	EA	\$255.00	\$3,825.00

Comm Code	Manufacturer	Specification	Model #
72141603			

Extended Description:
Replace 7"x9"x16' switch ties in Green Spring Yard

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
10	Continual Surfacing on SBVR	12.50000	MILE	\$4,700.00	\$58,750.00

Comm Code	Manufacturer	Specification	Model #
72141603			

Extended Description:
Tamping/Surfacing on the SBVR for an additional 12.5 miles

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
11	Ballast in Ballast Cars	1500.00000	TON	\$26.00	\$39,000.00

Comm Code	Manufacturer	Specification	Model #
72141603			

Extended Description:

Supply 1,500 tons of ballast in ballast cars delivered to SBVR at Green Spring, WV

SCHEDULE OF EVENTS

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	Pre bid meeting at 10:30 a.m.	2021-03-04
2	Questions due by 4:00 p.m.	2021-03-09

SOLICITATION NUMBER: RMA2100000040

Addendum Number: #3

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
- Attachment of pre-bid sign-in sheet
- Correction of error
- Other

Description of Modification to Solicitation:

Addendum #3 is issued to modify the solicitation identified by the following:

1. To Publish a copy of the newest version of Exhibit A - Pricing page
2. To Clarify responses given on Addendum #2

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

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: RMA2100000040

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

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

Addendum Numbers Received:

(Check the box next to each addendum received)

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

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

Amtrac Railroad Contractors of Md., Inc.

Company



Robert L. Matthews - Vice President

Authorized Signature

March 22, 2021

Date

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

Revised 6/8/2012

Exhibit "A"
Price Sheet

Replace Crossties and Surface on the SBVR					
Line	Description	Unit of	Unit	Quantity	Extended
Item	Replace Crossties and Surfacing on SBVR	Measure	Cost	Needed	Cost
1.1.1	Replace 2,500 crossties between MP 2.0 and MP 0.0 in Green Spring Yard	Each	\$111.00	2,500	\$ 277,500-00
	(This includes tamping of this area)				
1.1.1	Replace Switch Ties - 7" x 9" x 9'	Each	\$190.00	19	\$ 3,610-00
1.1.1	Replace Switch Ties - 7" x 9" x 10'	Each	\$200.00	13	\$ 2,600-00
1.1.1	Replace Switch Ties - 7" x 9" x 11'	Each	\$205.00	14	\$ 2,870-00
1.1.1	Replace Switch Ties - 7" x 9" x 12'	Each	\$210.00	8	\$ 1,680-00
1.1.1	Replace Switch Ties - 7" x 9" x 13'	Each	\$220.00	6	\$ 1,320-00
1.1.1	Replace Switch Ties - 7" x 9" x 14'	Each	\$240.00	9	\$ 2,160-00
1.1.1	Replace Switch Ties - 7" x 9" x 15'	Each	\$250.00	8	\$ 2,000-00
1.1.1	Replace Switch Ties - 7" x 9" x 16'	Each	\$255.00	15	\$ 3,825-00
1.1.4	Continual Surfacing between MP 2-12, 22.0-23.5 & 38.2-39.2	Per Mile	\$4,700.00	12.5	\$ 58,750-00
1.3.3	Ballast - Provided by truck*	Per Ton	\$26.00	1,500	\$ 39,000-00
<p>* Ballast cost(Item 1.3.3) includes shipping by truck to Grace Siding (MP 8.6) SBVR shall be responsible to load the ballast into our own cars and distribute. The Vendor is ONLY responsible to provide the item to the location by trucks.</p>					
Total Bid Amount:					\$ 395,315-00

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.

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

A pre-bid meeting will not be held prior to bid opening

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

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

March, 4, 2021 @ 10:30 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 individual is permitted to represent more than one vendor at the pre-bid meeting. Any individual that does attempt to represent two or more vendors will be required to select one vendor to which the individual's attendance will be attributed. The vendors not selected will be deemed to have not attended the pre-bid meeting unless another individual attended on their behalf.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying 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
Revised 02/10/2021

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: March, 9 2021 4:00 p.m.

Submit Questions to: Toby L Welch
2019 Washington Street, East
Charleston, WV 25305
Fax: (304) 558-4115 (Vendors should not use this fax number for bid submission)
Email: Toby.L.Welch@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: Tie Installation and Tamping on SBVR
BUYER: Toby L Welch
SOLICITATION NO.: CRFQ RMA210000040
BID OPENING DATE: March 16, 2021
BID OPENING TIME: 1:30 p.m.
FAX NUMBER: 304-558-4115

Revised 02/10/2021

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 a 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)

Technical

Cost

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: ~~March 16, 2021 4:30 p.m.~~ March 23, 2021 1:30PM

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. ALTERNATE MODEL OR BRAND: Unless the box below is checked, 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.

This Solicitation is based upon a standardized commodity established under W. Va. Code § 5A-3-61. Vendors are expected to bid the standardized commodity identified. Failure to bid the standardized commodity will result in your firm's bid being rejected.

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 be requested in purchases of motor vehicles or construction and maintenance equipment and machinery used in highway and other infrastructure projects. Any request for preference must be submitted in writing with the bid, must specifically identify the preference requested with reference to the applicable subsection of West Virginia Code § 5A-3-37, and must include with the bid any information necessary to evaluate and confirm the applicability of the requested preference. A request form to help facilitate the request can be found at:

<http://www.state.wv.us/admin/purchase/vrc/Venpref.pdf>.

15A. RECIPROCAL PREFERENCE: The State of West Virginia applies a reciprocal preference to all solicitations for commodities and printing in accordance with W. Va. Code § 5A-3-37(b). In effect, non-resident vendors receiving a preference in their home states, will see that same preference granted to West Virginia resident vendors bidding against them in West Virginia. Any request for reciprocal preference must include with the bid any information necessary to evaluate and confirm the applicability of the preference. A request form to help facilitate the request can be found at: <http://www.state.wv.us/admin/purchase/vrc/Venpref.pdf>.

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, women-owned, 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.

22. INTERESTED PARTY DISCLOSURE: West Virginia Code § 6D-1-2 requires that the vendor submit to the Purchasing Division a disclosure of interested parties to the contract for all contracts with an actual or estimated value of at least \$1 Million. That disclosure must occur on the form prescribed and approved by the WV Ethics Commission prior to contract award. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

23. WITH THE BID REQUIREMENTS: In instances where these specifications require documentation or other information with the bid, and a vendor fails to provide it with the bid, the Director of the Purchasing Division reserves the right to request those items after bid opening and prior to contract award pursuant to the authority to waive minor irregularities in bids or specifications under W. Va. CSR § 148-1-4.6. This authority does not apply to instances where state law mandates receipt with the bid.

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 the initial contract term extends until _____.

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 delivered to the Agency and then 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. Unless otherwise specified below, 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 the total number of months available in all renewal years combined. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

Alternate Renewal Term – This contract may be renewed for _____ successive _____ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

Delivery Order Limitations: 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 Three hundred sixty-five (365) 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 of the work covered by the preceding sentence, the vendor agrees that maintenance, monitoring, or warranty services will be provided for _____ year(s) thereafter.

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. AUTHORITY TO PROCEED: Vendor is authorized to begin performance of this contract on the date of encumbrance listed on the front page of the Award Document unless either the box for "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked in Section 3 above. If either "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked, Vendor must not begin work until it receives a separate notice to proceed from the State. The notice to proceed will then be incorporated into the contract via change order to memorialize the official date that work commenced.

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 on 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 the contract. The performance bond must be received by the Purchasing Division prior to Contract award.

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 of the General Terms and Conditions entitled Licensing, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits upon request and in a form acceptable to the State. The request may be prior to or after contract award at the State's sole discretion.

The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications 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 and must include the State as an additional insured on each policy prior to Contract award. The insurance coverages identified below must be maintained throughout the life of this contract. Thirty (30) days prior to the expiration of the insurance policies, 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, including but not limited to, policy cancelation, policy reduction, or change in insurers. 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 per occurrence.

Automobile Liability Insurance in at least an amount of: \$1,000,000.00 per occurrence.

Professional/Malpractice/Errors and Omission Insurance in at least an amount of: _____ per occurrence. Notwithstanding the forgoing, Vendor's are not required to list the State as an additional insured for this type of policy.

Commercial Crime and Third Party Fidelity Insurance in an amount of: _____ per occurrence.

Cyber Liability Insurance in an amount of: _____ per occurrence.

Builders Risk Insurance in an amount equal to 100% of the amount of the Contract.

Pollution Insurance in an amount of: _____ per occurrence.

Aircraft Liability in an amount of: _____ per occurrence.

Notwithstanding anything contained in this section to the contrary, the Director of the Purchasing Division reserves the right to waive the requirement that the State be named as an additional insured on one or more of the Vendor's insurance policies if the Director finds that doing so is in the State's best interest.

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. [Reserved]

11. LIQUIDATED DAMAGES: 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. Vendor shall pay liquidated damages in the amount specified below or as described in the specifications:

One-Thousand (\$1,000.00) for every calendar day beyond three hundred sixty-five (365) days

Liquidated Damages Contained in the Specifications

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. Notwithstanding the foregoing, Vendor must extend any publicly advertised sale price to the State and invoice at the lower of the contract price or the publicly advertised sale price.

14. PAYMENT IN ARREARS: 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. PAYMENT METHODS: Vendor must accept payment by electronic funds transfer and P-Card. (The State of West Virginia's Purchasing Card program, administered under contract by a banking institution, processes payment for goods and services through state designated credit cards.)

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 § 148-1-5.2.b.

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 WITH LAWS: 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.

SUBCONTRACTOR COMPLIANCE: Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to comply with all applicable laws, regulations, and ordinances. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

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.

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.

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. 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 <http://www.state.wv.us/admin/purchase/privacy/default.html>.

31. 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.

32. 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. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. 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.

SUBCONTRACTOR COMPLIANCE: Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to be licensed, in good standing, and up-to-date on all state and local obligations as described in this section. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

33. 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.

34. 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.

35. 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.

36. 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.

37. PURCHASING AFFIDAVIT: In accordance with West Virginia Code §§ 5A-3-10a and 5-22-1(i), the State is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State, Vendors are required to sign, notarize, and submit the Purchasing Affidavit to the Purchasing Division affirming under oath that it is not in default on any monetary obligation owed to the state or a political subdivision of the state.

38. 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"), provided that both the Other Government Entity and the Vendor agree. 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. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.

39. 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.

40. 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 purchasing.division@wv.gov.

41. 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.

Revised 02/10/2021

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

42. 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.

43. 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.

44. INTERESTED PARTY SUPPLEMENTAL DISCLOSURE: W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$1 million, the vendor must submit to the Agency a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-award interested party disclosure, within 30 days following the completion or termination of the contract. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

45. PROHIBITION AGAINST USED OR REFURBISHED: Unless expressly permitted in the solicitation published by the State, Vendor must provide new, unused commodities, and is prohibited from supplying used or refurbished commodities, in fulfilling its responsibilities under this Contract.

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 Contractors 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. If an apparent low bidder fails to submit a license number in accordance with this section, the Purchasing Division will promptly request by telephone and electronic mail that the low bidder and the second low bidder provide the license number within one business day of the request. Failure of the bidder to provide the license number within one business day of receiving the request shall result in disqualification of the bid. Vendors should include a contractor's license number in the space provided below.

Contractor's Name: Amtrac Railroad Contractors of Md., Inc.

Contractor's License No.: WV- 020362

The apparent successful Vendor must furnish a copy of its contractor's license prior to the issuance of a contract 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 an affidavit that the Vendor has a written plan for a drug-free workplace policy. If the affidavit is not submitted with the bid submission, the Purchasing Division shall promptly request by telephone and electronic mail that the low bidder and second low bidder provide the affidavit within one business day of the request. Failure to submit the affidavit within one business day of receiving the request shall result in disqualification of the bid. To comply with this law, Vendor should complete the enclosed drug-free workplace affidavit and submit the same with its bid. Failure to submit the signed and notarized drugfree workplace affidavit or a similar affidavit that fully complies with the requirements of the applicable code, within one business day of being requested to do so 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 attached AIA documents, as amended by the Supplementary Conditions for the State of West Virginia, in addition to the terms and conditions contained herein.

4A. PROHIBITION AGAINST GENERAL CONDITIONS: Notwithstanding anything contained in the AIA Documents or the Supplementary Conditions, the State of West Virginia will not pay for general conditions, or winter conditions, or any other condition representing a delay in the contracts. The Vendor is expected to mitigate delay costs to the greatest extent possible and any costs associated with Delays must be specifically and concretely identified. The state will not consider an average daily rate multiplied by the number of days extended to be an acceptable charge.

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 Workforce West Virginia 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, Workforce West Virginia is unable to refer any qualified job applicants to the employer or refers less qualified job applicants than the number requested, then Workforce West Virginia 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 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 this requirement is subject to a civil penalty of \$250 per each employee less than the required threshold of seventy-five percent per day of violation after receipt of a notice of violation.

Any employer that continues to violate any provision of this article more than fourteen calendar days after receipt of a notice of violation is subject to a civil penalty of \$500 per each employee less than the required threshold of seventy-five percent per day of violation.

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:

- 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.
- The work performed under this 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. (This section does not apply to any other construction projects, such as highway, mine reclamation, water or sewer projects.) The subcontractor list shall be provided to the Purchasing Division within one business day of the opening of bids for review. If the apparent low bidder fails to submit the subcontractor list, the Purchasing Division shall promptly request by telephone and electronic mail that the low bidder and second low bidder provide the subcontractor list within one business day of the request. Failure to submit the subcontractor list within one business day of receiving the request shall result in disqualification of the bid.

If no subcontractors who will perform more than \$25,000.00 of work are to be used to complete the project, the apparent low bidder must make this clear on the subcontractor list, in the bid itself, or in response to the Purchasing Division's request for the subcontractor list.

a. Required Information. The subcontractor list must 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. (This item iv. is not required if the vendor makes this clear in the bid itself or in documentation following the request for the subcontractor list.)

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. 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.**

DESIGNATED CONTACT: Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.

 Vice President

(Name, Title) Robert L. Matthews - Vice President

(Printed Name and Title)
9436 Earley Drive - Hagerstown, MD 21740


(Address)
Office Phone 301-797-3730 - Office Fax: 301-797-3740

(Phone Number) / (Fax Number)
Rmatthews@amtracmd.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.

Amtrac Railroad Contractors of Md., Inc.

(Company)
 Vice President

(Authorized Signature) (Representative Name, Title)
Robert L. Matthews - Vice President

(Printed Name and Title of Authorized Representative)

March 22, 2021

(Date)

Office Phone: 301-797-3730 - Office Fax: 301-797-3740

(Phone Number) (Fax Number)

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFQ RMA210000040

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

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

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

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

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

Amtrac Railroad Contractors of Md., Inc.
Company



Authorized Signature

March 22, 2021

Date

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

REQUEST FOR QUOTATION
Replacement of Crossties and Surfacing on the SBVR

GENERAL CONSTRUCTION SPECIFICATIONS (No AIA Documents)

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

To replace 2,500 crossties, 80 switch ties and surface track, surface an additional 12.5 miles of track and provide 1,500 tons of ballast on the South Branch Valley Railroad. (SBVR)

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 replace 2,500 crossties, 80 switch ties and surfacing of 12.5 additional miles of track and providing 1,500 tons of ballast stone in ballast railcars on the South Branch Valley Railroad (SBVR) 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 **“SRA”** means the State Rail Authority.

2.6 **“SBVR”** means the South Branch Valley Railroad.

2.7 **“MP”** means railroad milepost marker.

2.8 **“CWR”** means continuous welded rail.

REQUEST FOR QUOTATION
Replacement of Crossties and Surfacing on the SBVR

2.9 “AREMA” means American Railway Engineering and Maintenance-of-Way Association. (www.arema.org)

2.10 “Surfacing” means the correction of surface defects or other unacceptable surface conditions by raising and tamping track.

2.11 “Tamping” means the process of compacting ballast under ties to provide proper load bearing.

2.12 “Attachment A” means spike pattern illustration.

2.13 “Attachment B” means SBVR track maps showing curvature.

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: Pursuant to W. Va. Code § 5-22-1(f), any solicitation of bids shall include no more than five alternates. Alternates, if accepted, shall be accepted in the order in which they are listed on the bid form. Any unaccepted alternate contained within a bid

REQUEST FOR QUOTATION
Replacement of Crossties and Surfacing on the SBVR

shall expire 90 days after the date of the opening of bids for review. Determination of the lowest qualified responsible bidder shall be based on the sum of the base bid and any alternates accepted.

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.
- No Additional Project Plan Documents:** There are no additional Project Plans other than those attached hereto as Exhibit B or any subsequent addenda modifying Exhibit B.
- 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 Vendor can work their schedule as desired including weekends and holidays. The vendor will have to coordinate the work with the SBVR office and plan on clearing up for the freight trains and passenger trains as needed. See Exhibit B miscellaneous information for SBVR schedule details.

REQUEST FOR QUOTATION
Replacement of Crossties and Surfacing on the SBVR

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.** All crossties will be removed from the railroad and disposed of by the Vendor.
- 10.4.1.2.** All debris and trash will be removed from the railroad and disposed of by the Vendor.
- 10.4.1.3.** All old spikes shall be gathered from the railroad and placed at the designated area at the Moorefield inventory yard. Old spikes remain the property of the SRA.

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: Performance of Contract Services may require access cards and/or keys to gain entrance to Agency's facilities. In the event that access cards and/or keys are required:

- 11.1.** Vendor must coordinate with the SBVR for material delivery. The yard at the Moorefield shop and the yard at Vanderlip are the only locked and gated areas.
- 11.2.** On-track material can be stored on side-track at Grace Cabin. There is vehicular access to this location.

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

REQUEST FOR QUOTATION
Replacement of Crossties and Surfacing on the SBVR

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: Jerry Stuits

Telephone Number: 301-797-3730

Fax Number: 301-797-3740

Email Address: jstuits@amtracmd.com

REQUEST FOR QUOTATION
Replace Crossties and Surfacing on the South Branch Valley Railroad

EXHIBIT B – PROJECT PLANS

1. GENERAL REQUIREMENTS:

1.1 Mandatory Contract Item Requirements: Contract Item must meet or exceed the mandatory requirements listed below. All materials and workmanship shall meet the AREMA Manual for Railway Engineering's standards.

1.1.1 Replace 2,500 crossties and 80 switch ties (sizes listed under materials) between MP 2.0 and MP 0.0 in Green Spring Yard on the SBVR all 3 miles (2 miles mainline – 1 mile siding) where ties are replaced will be surfaced according to tamping and final surfacing instructions below. During installation, ties will be installed firmly against the rail without humping. As long as they are firm, no tamping will be required during change out. Tamping will then be completed as production tamping once the change out is complete.

1.1.1.1 Ties will be handled in accordance with specifications in the AREMA Manual for Railway Engineering to avoid damage. The vendor will replace only those ties marked for replacement by the SBVR. The vendor will remove and dispose of old ties. Ties must be stacked clear of tracks and must not be stacked on property other than SBVR right-of-way.

1.1.2 Spiking of Ties – Gaging Additional Ties

1.1.2.1 New ties will be spiked to a gage of 56 ½ inches, plus or minus ¼ inch. There will be no additional gaging.

1.1.2.2 All ties replaced or respiked will have new spikes. Old spikes will not be reused. Spikes shall be started and driven vertically and square with the rail. They shall have full bearing against the side of the rail base. Spikes shall not be overdriven. Ties on tangents will get four spikes per tie and ties in curves will get six spikes per tie or eight spikes per tie depending on the curvatures as illustrated in Attachment A. The correct spiking pattern will be used on all new ties and any adjacent ties that are respiked to correct gage. Track maps showing curvature are shown in Attachment B.

REQUEST FOR QUOTATION
Replace Crossties and Surfacing on the South Branch Valley Railroad

1.1.3 Rail Anchors

1.1.3.1 All rail anchors will be reapplied in the existing location and properly fitted against ties. SBVR will provide anchors for any missing anchors as required.

1.1.4 Final Surfacing, Alinement and Ballast Regulation – 3 miles where ties are installed and an additional 12.5 miles of surfacing between MP 2.0 – MP 12.0, MP 22.0 – MP 23.5 and MP 38.2 – MP 39.2

1.1.4.1 Vendor will use production tamper with computer alinement control to restore proper surface to the entire track and establish best fit for curves including appropriate spirals. Surfacing will taper into bridges. Between MP 2-12 there are 10 bridges, between MP 22.0-23.5 there are 2 bridges and between MP 38.2-39.2 there are 0 bridges.

1.1.4.2 Between MP 0-2 there are 6 crossings 5 that will be tamped through and 1 crossing that will be tamped into and out of. Between MP 2-12, 22-23.5 and 38.2-39.2 all crossings will be tamped into and out of. Where crossings are tamped through, SBVR will be responsible to remove crossing materials and reinstall crossings.

1.1.4.3 When surfacing a turnout, tamping will continue for a distance of at least 100 feet onto the side track to ensure uniform surface through the turnout. There are five (5) #10 turnouts between MP 0-2.0, 0 turnouts between MP 2.0-12, 0 turnouts between 22.0-23.5 and three (3) #10 turnouts between 38.2-39.2.

1.1.4.4 The condition of the track needs to be restored to vertical evenness or smoothness with a minimum of two insertions for each tie.

1.1.4.5 SBVR will provide information on superelevation of curves.

REQUEST FOR QUOTATION
Replace Crossties and Surfacing on the South Branch Valley Railroad

1.1.4.6 A ballast regulator will follow the tamper to regulate ballast and reshape shoulders. SBVR will provide and place any additional ballast where it may be needed after surfacing. Production tamping includes regulating and brooming.

1.2 Miscellaneous Information

1.2.1 An SBVR employee will provide protection. The SBVR will assure vendor has proper protection at no cost to the vendor.

1.2.2 Clarification of work schedule: Freight trains normally run once per day Monday-Thursday. The excursion train will start May 1 and runs on Saturdays and Sundays and May 31 and July 5 & 9, September 6, 10, 17, 24 with a 1:00 pm departure running from Romney to Moorefield (MP14.5 – 32.0) and back. Exception is the last Saturday of every month with a 10:00 departure running from Romney to Petersburg (MP 14.5 – 51.2) and back. Excursion trains run every day in October, do not plan on any work during this month. The tie project will not be affected by any excursion trains. Only 2 ½ miles of the tamping area will be effected by the excursion trains.

1.3 Materials – Vendor will be responsible for all materials. All materials must meet AREMA specifications.

1.3.1 Vendor will provide new ties, tie plugs and spikes and will transport them to the work site. Ties will be new 7" x 9" x 8'6" Grade 5 ties (an 80/20 mix is acceptable – 80% 7" x 9" and 20% 7" x 8"). The specifications set forth in Chapter 3 of the AREMA specifications will govern. The ties will be 100% end-plated, mixed hardwoods and oak, creosote pressure treated to 7# retention.

1.3.2 Vendor will provide treated wooden tie plugs or tie plug compound, either is acceptable. Spikes will be 6" cut track spikes per AREMA specifications. Tie plates will be provided by the SBVR where existing tie plates are defective or missing.

REQUEST FOR QUOTATION
Replace Crossties and Surfacing on the South Branch Valley Railroad

1.3.3 Contractor will be responsible to supply 1,500 tons of ballast in ballast railcars delivered to South Branch Valley interchange in Green Spring, WV. Contractor is responsible for the ballast and for delivery cost to interchange. The SBVR will be responsible for spreading the ballast where needed.

Ballast shall be crushed stone and shall conform to one of the following sizes:

Ballast #3

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

Ballast #4

Size of Opening	Percent Passing by Weight
2	100
1 ½"	90 - 100
1"	20 - 55
¾"	0 - 15

1.3.4 Switch Ties – There are 5 - #10 Switches in the Green Spring Yard.

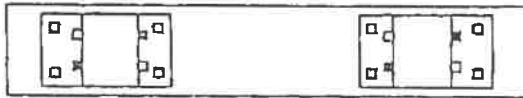
Contractor will provide new switch ties. Switch ties will be 100% end plated, mixed hardwoods and oak, creosote pressure treated to 7# retention or refusal. Switch ties will be the following sizes:

7" x 9" x 9'	- 19 pieces
7" x 9" x 10'	- 13 pieces
7" x 9" x 11'	- 14 pieces
7" x 9" x 12'	- 8 pieces
7" x 9" x 13'	- 6 pieces
7" x 9" x 14'	- 9 pieces
7" x 9" x 15'	- 8 pieces
7" x 9" x 16'	- 15 pieces

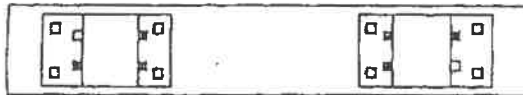
Exhibit "A"
Price Sheet

Replace Crossties and Surface on the SBVR					
Line	Description	Unit of	Unit	Quantity	Extended
Item	Replace Crossties and Surfacing on SBVR	Measure	Cost	Needed	Cost
1.1.1	Replace 2,500 crossties between MP 2.0 and MP 0.0 in Green Spring Yard	Each	\$111.00	2,500	\$277,500.00
	(This includes tamping of this area)				
1.1.1	Replace Switch Ties - 7" x 9" x 9'	Each	\$190.00	19	\$3,610.00
1.1.1	Replace Switch Ties - 7" x 9" x 10'	Each	\$200.00	13	\$2,600.00
1.1.1	Replace Switch Ties - 7" x 9" x 11'	Each	\$205.00	14	\$2,870.00
1.1.1	Replace Switch Ties - 7" x 9" x 12'	Each	\$210.00	8	\$1,680.00
1.1.1	Replace Switch Ties - 7" x 9" x 13'	Each	\$220.00	6	\$1,320.00
1.1.1	Replace Switch Ties - 7" x 9" x 14'	Each	\$240.00	9	\$2,160.00
1.1.1	Replace Switch Ties - 7" x 9" x 15'	Each	\$250.00	8	\$2,000.00
1.1.1	Replace Switch Ties - 7" x 9" x 16'	Each	\$255.00	15	\$3,825.00
1.1.4	Continual Surfacing between MP 2-12, 22.0-23.5 & 38.2-39.2	Per Mile	\$4,700.00	12.5	\$58,750.00
1.3.3	Ballast - Provided in Ballast Railcars	Per Ton	\$26.00	1,500	\$39,000.00
All Switch Ties are in Green Spring Yard Ballast cost includes shipping in Railcars to Green Spring, WV interchange					
Total Bid Amount:					\$395,315.00

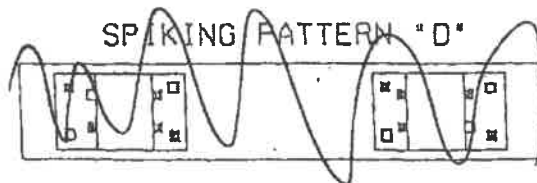
SPIKING PATTERN "A"



SPIKING PATTERN "B"



SPIKING PATTERN "C"



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

■ - TRACK SPIKE

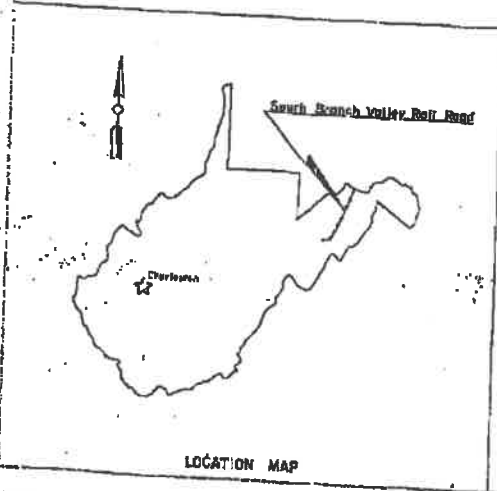
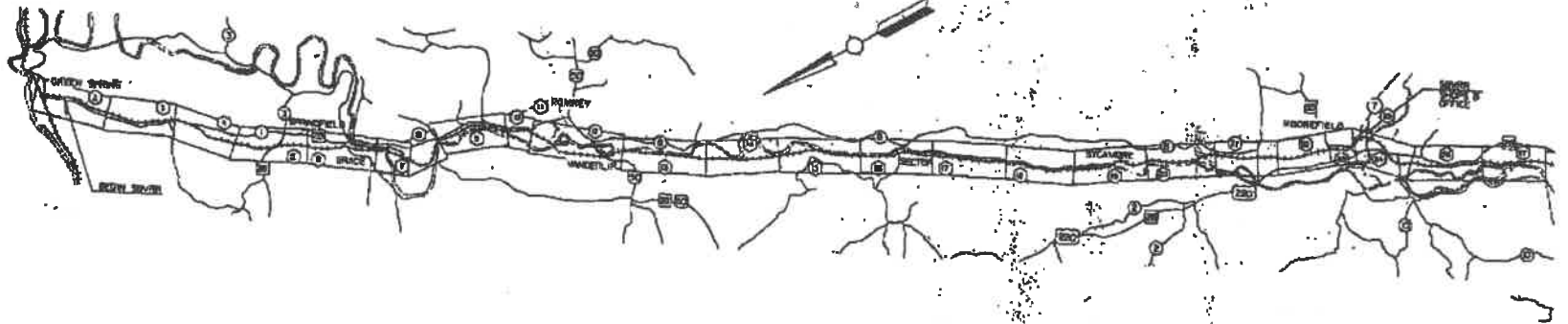
MAIN TRACK - A TRACK, OTHER THAN AN AUXILIARY TRACK, EXTENDING THROUGH YARDS AND BETWEEN STATIONS, UPON WHICH TRAINS ARE OPERATED IN CONFORMANCE WITH RULES OR SPECIAL INSTRUCTIONS.

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

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

MAIN TRACK SPIKING PATTERNS
SIDE TRACK SPIKING PATTERNS

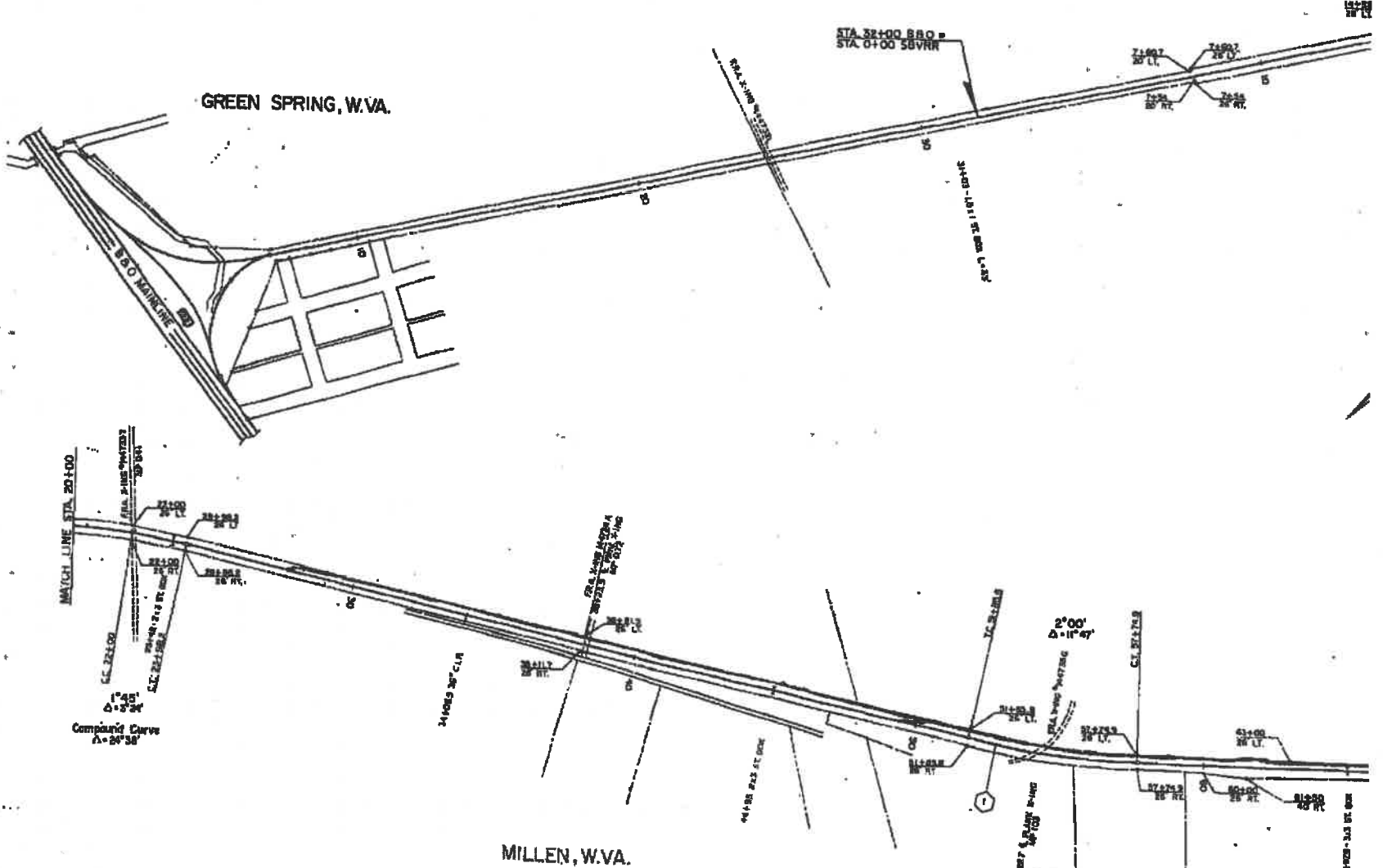
SOUTH BRANCH VA RAIL ROAD TRACK MAPS



FEATURE	MILEPOST	SHEET
Springfield Bridge	6.5	5
Grace's Cabin Rd.	8.7	6
Ramney Junction	14.6	10
Vandertip	16.9	12
Stone House	20.1	14
Pancake Farm	23.1	15
Sector	25.8	16
Camp Wickham	26.8	17
Trough Club	27.6	17
Sycamore Bridge	31.7	19
Poling's	33.9	20
Cunningham Lane	36.1	21
Moorefield	38.7	23
Feed Mill	41.0	26
Durgon	46.2	28
Petersburg Gap	48.2	29
Petersburg	51.2	31

GENERAL REVISION			
NO.	DATE	BY	REVISION

USE THESE MAPS ONLY FOR GENERAL INFORMATION. THEY ARE NOT TO BE USED FOR ANY PURPOSES WITHOUT THE NECESSARY PERMISSIONS OF THE BUREAU OF TRANSPORTATION.

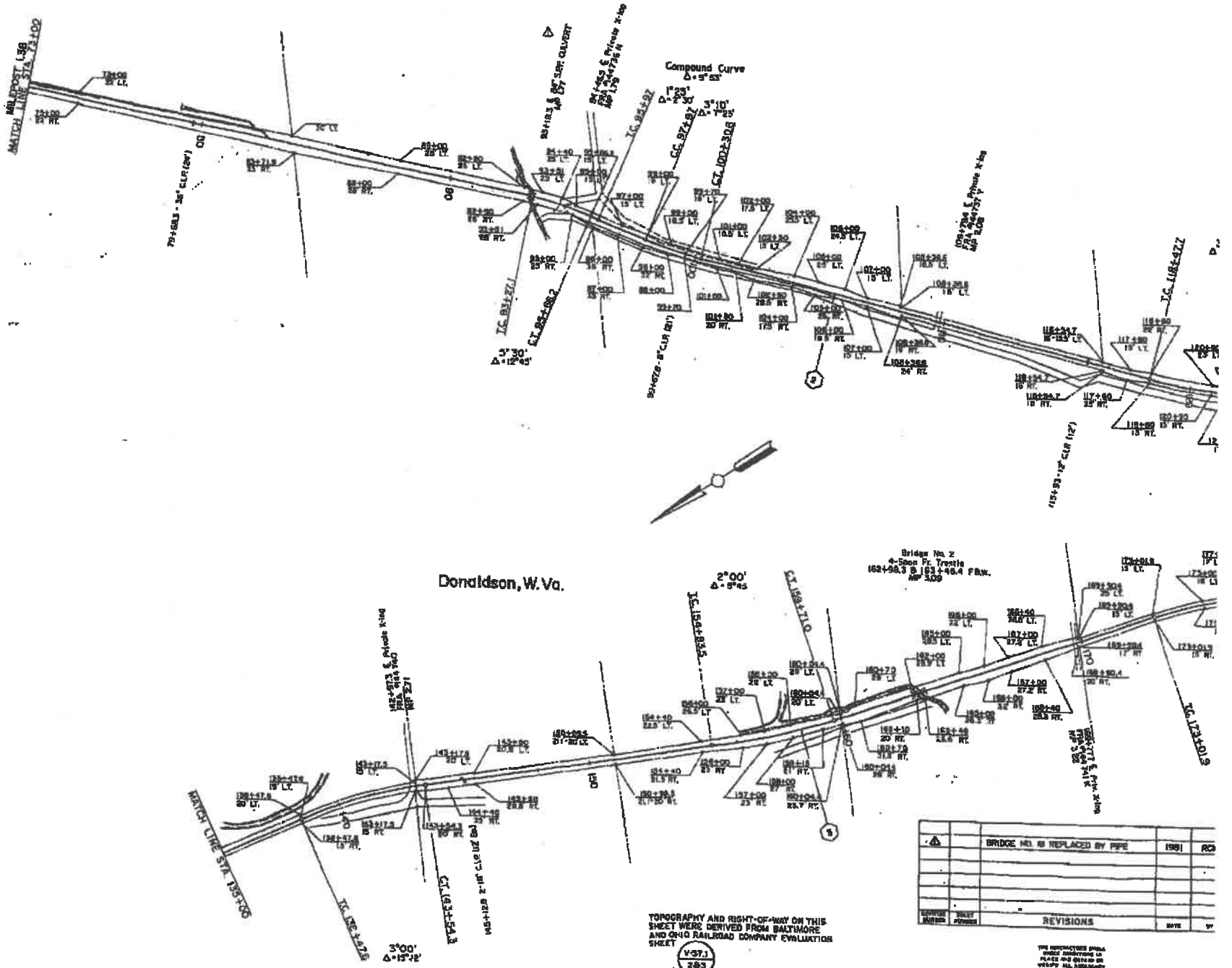


TOPOGRAPHY AND RIGHT-OF-WAY ON THIS SHEET WERE DERIVED FROM BALTIMORE AND OHIO RAILROAD COMPANY EVALUATION SHEET



NO.	DATE	REVISIONS	BY

THE INFORMATION ON THIS SHEET WAS OBTAINED FROM BALTIMORE AND OHIO RAILROAD COMPANY EVALUATION SHEET



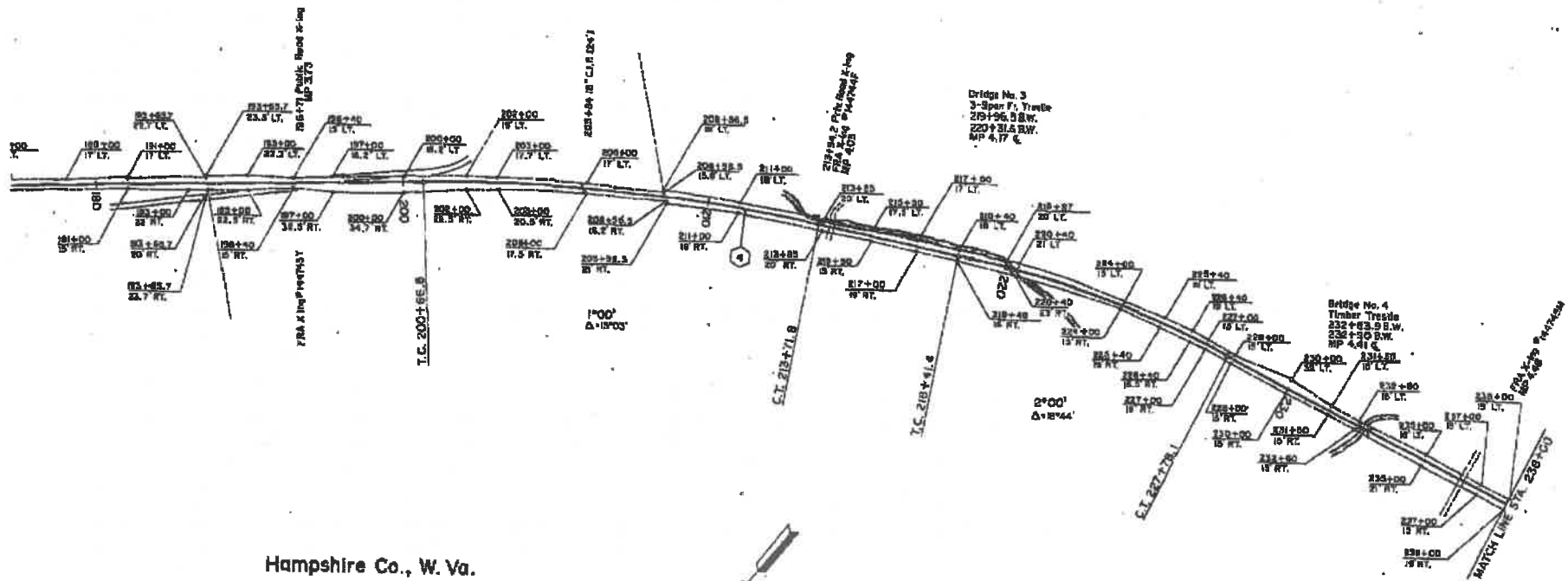
Donaldson, W. Va.

NO.	DATE	REVISIONS	BY	CHK
1		BRIDGE NO. 10 REPLACED BY PIPE	1991	RD

TOPOGRAPHY AND RIGHT-OF-WAY ON THIS SHEET WERE DERIVED FROM BALTIMORE AND OHIO RAILROAD COMPANY EVALUATION SHEET

(V371)
203

THE CONTRACTOR SHALL VERIFY ALL DATA IN PLACE AND SHALL BE RESPONSIBLE FOR ANY NECESSARY CORRECTIONS BEFORE PROCEEDING WITH CONSTRUCTION.



Hampshire Co., W. Va.

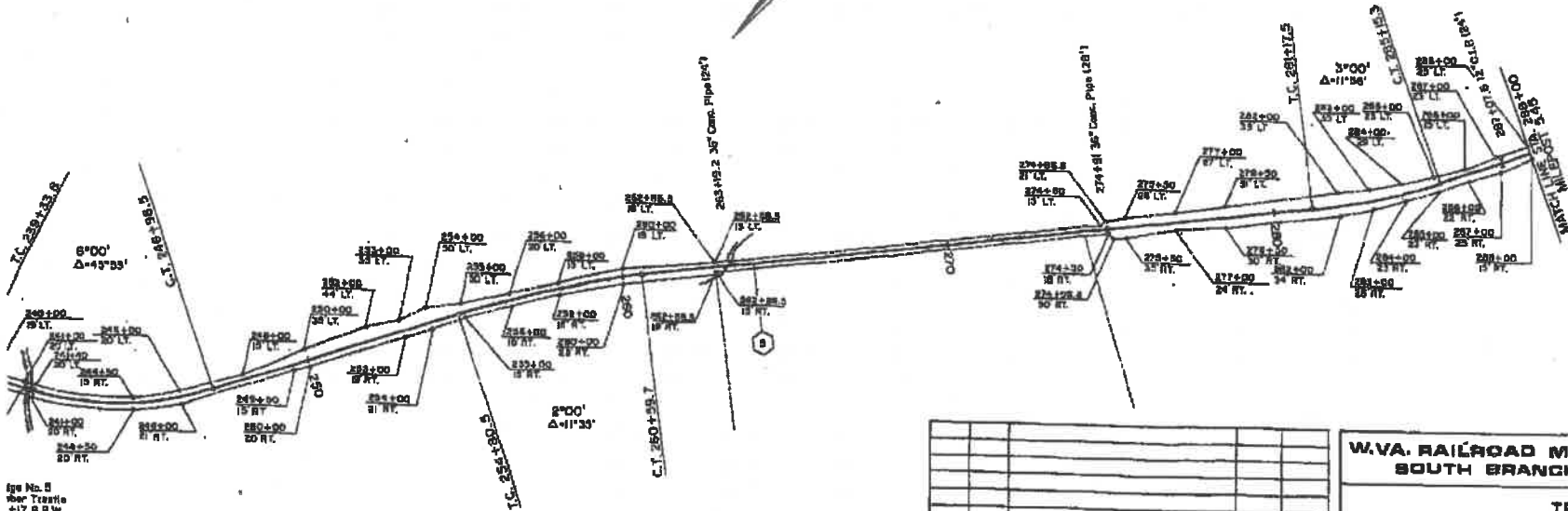


Fig. No. 5
4-Span Trestle
+17.9 B.W.
+4.9 B.W.
4.87 C.

TOPOGRAPHY AND RIGHT-OF-WAY ON THIS SHEET WERE DERIVED FROM BALTIMORE AND OHIO RAILROAD COMPANY EVALUATION SHEET

V-37.1
384

NO.	DATE	REVISIONS	BY

W.VA. RAILROAD MAINTENANCE AUTHORITY
SOUTH BRANCH VALLEY RAIL ROAD

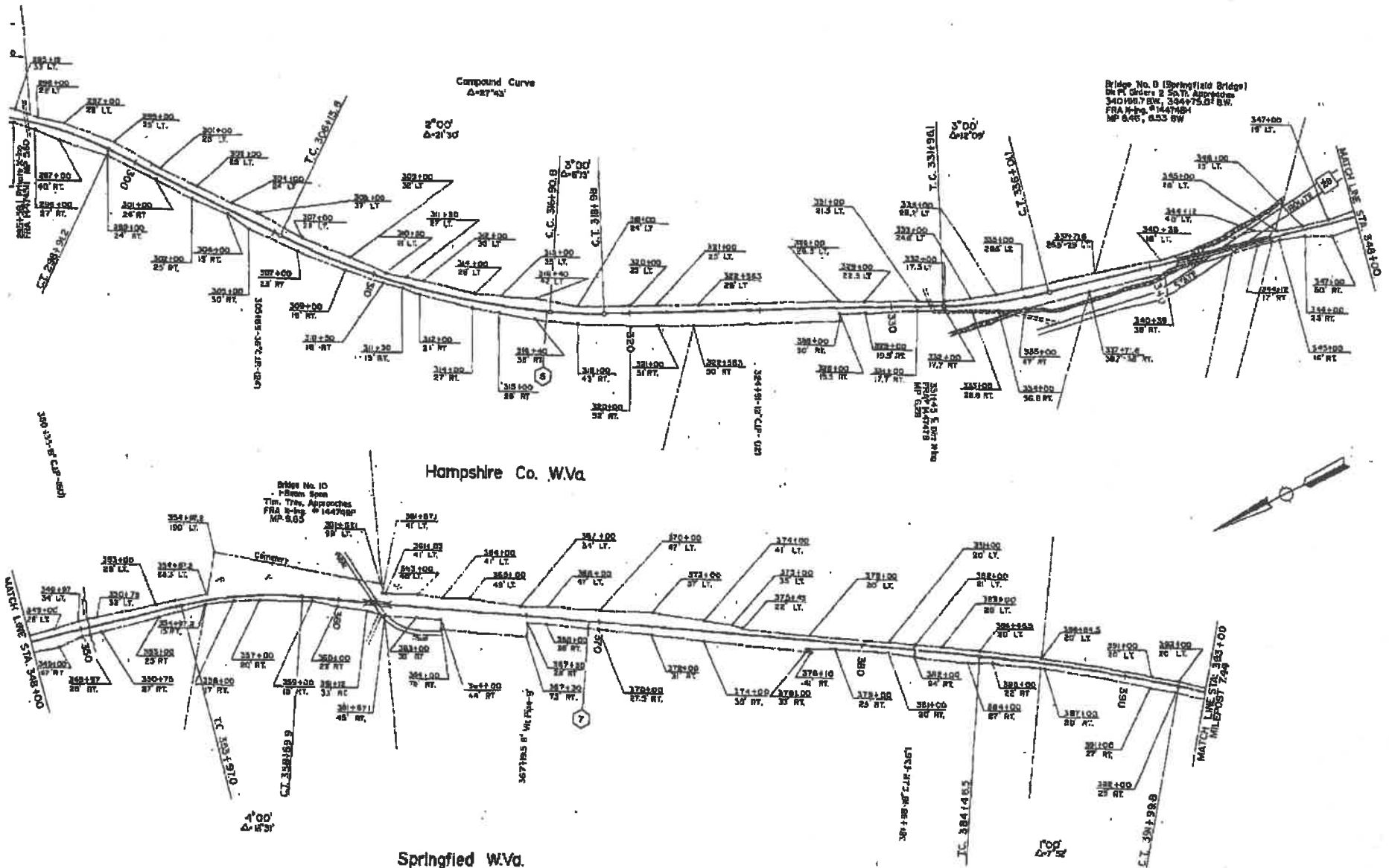
TRACK MAP
MILEPOST 3.46 TO MILEPOST 5.45

BUCHART & HORN
Consulting Engineers & Planners

MEMPHIS, TENN. NASHVILLE, TENN. CHARLOTTE, N.C. ATLANTA, GA. CLEVELAND, OH.
BIRMINGHAM, ALA. WASHINGTON, D.C. CHICAGO, ILL. PHOENIX, ARIZ. DENVER, COLO.

SCALE	1" = 200'	DRAWN BY	K.W.C.
DATE	UPDATED 3/88	CHECKED BY	R.E.M.

61543



Bridge No. 9 (Springfield Bridge)
 26 ft spans 2 50 ft Approaches
 340+00.7 B.M., 344+75.21 B.M.
 FRA No. 9, 1447MB
 MP 6.46, 6.53 BW

Bridge No. 10
 1-Beam Span
 7th, 7th, Approaches
 FRA No. 10, 1447MB
 MP 6.53

TOPOGRAPHY AND RIGHT-OF-WAY ON THIS SHEET WERE DERIVED FROM BALTIMORE AND OHIO RAILROAD COMPANY EVALUATION SHEET

V-37.1
 485

NO.	DATE	REVISIONS	BY	CHK

WE GUARANTEE ONLY THE ACCURACY OF THE DATA AND DESIGN INFORMATION WHICH WE RECEIVED FROM THE BALTIMORE AND OHIO RAILROAD COMPANY.

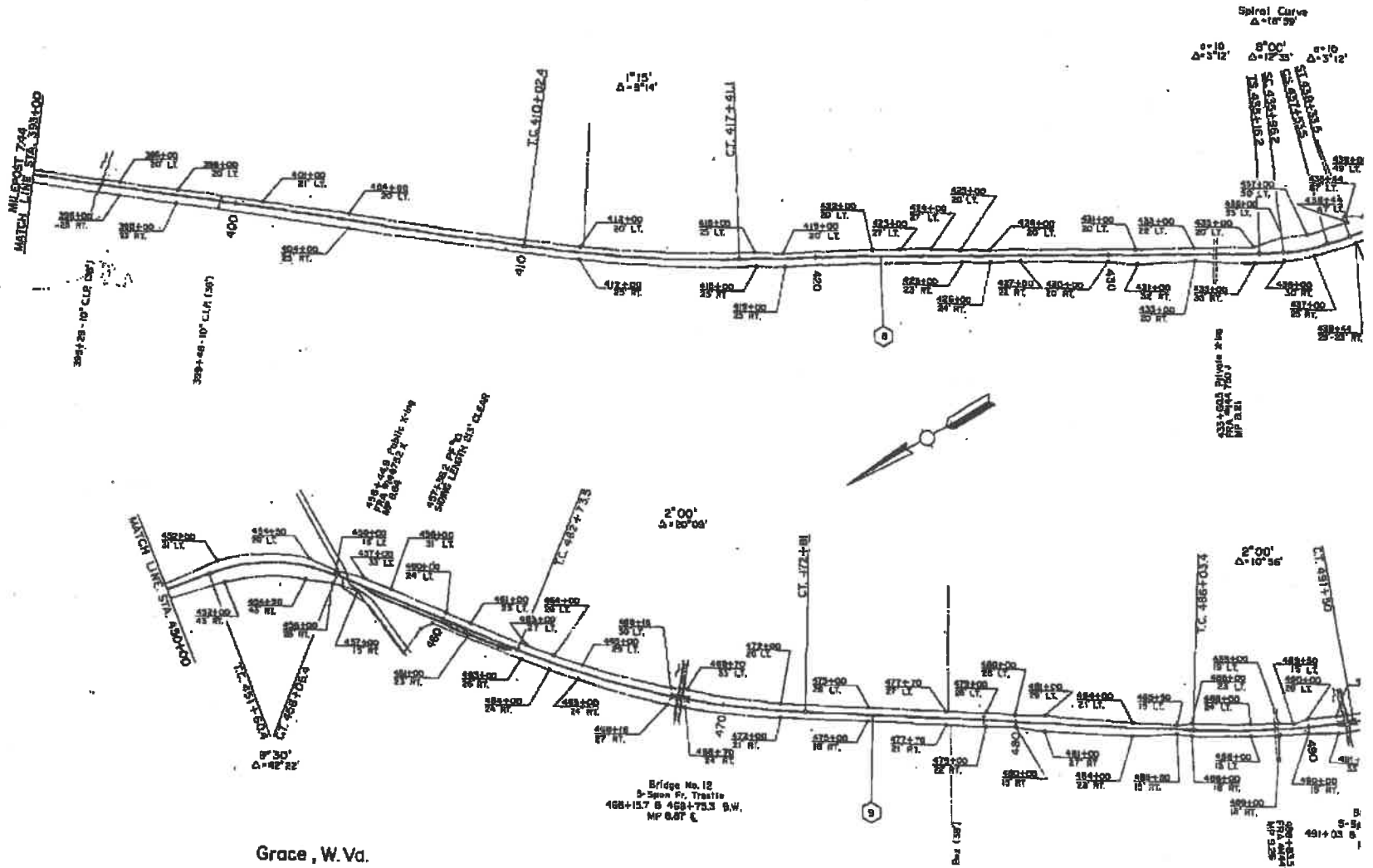
**W.VA. RAILROAD MAINTENANCE AUTHORITY
 SOUTH BRANCH VALLEY RAILROAD**

**TRACK MAP
 MILEPOST 6.45 TO MILEPOST 7.44**

BUCHART - KORN
 Consulting Engineers & Planners
 7000, 7th, Washington, D.C. 20014, D.C.
 BALTIMORE, MD 21202, MD ATLANTA, GA 30303, GA
 CHARLOTTE, NC 28202, NC

JOB NO. 61543 SHEET 1 OF 1 DRAWING DATE 3/82 CHECKED BY R.C.H.

Hampshire Co., W. Va.



Grace, W. Va.

NO.	DATE	REVISIONS

TOPOGRAPHY AND RIGHT-OF-WAY ON THIS SHEET WERE DERIVED FROM BALTIMORE AND OHIO RAILROAD COMPANY EVALUATION SHEET

V-37.1
386

THE ENGINEERING CORP. HAS BEEN ADVISED TO PLACE AN X OVER ANY REVISIONS NECESSARY TO CORRECT ERRORS OR OMISSIONS.

R11

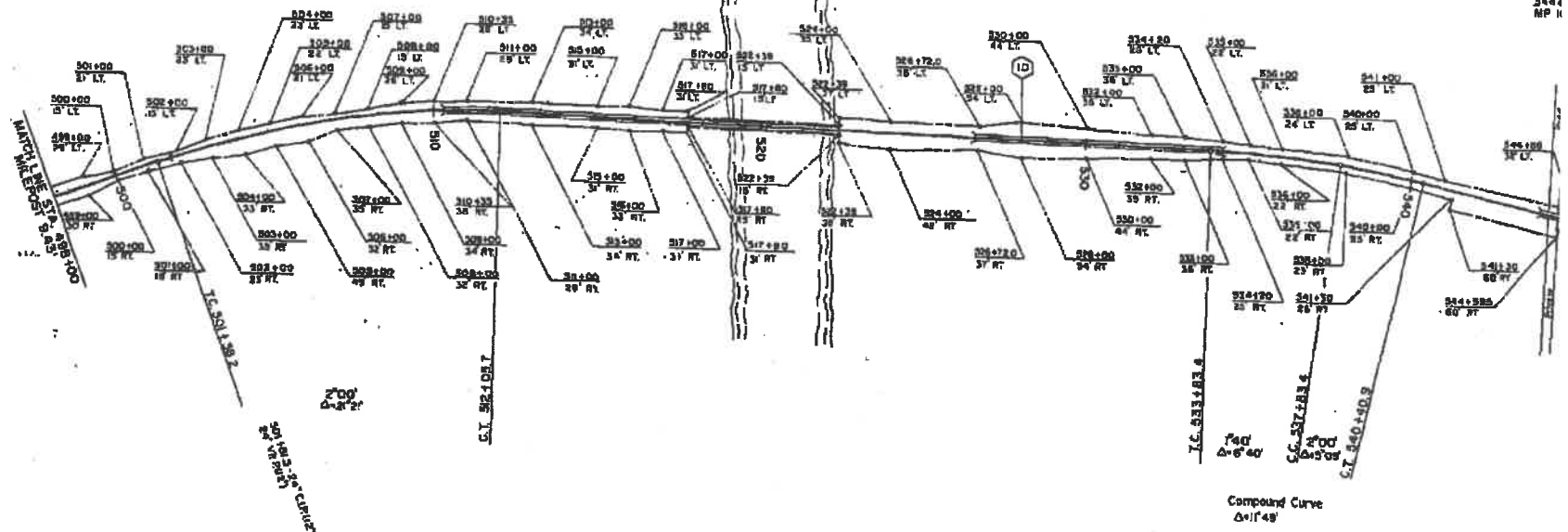
Bridge No. 14
 Ft. And Pine Trees
 74 Timb. And 11 T-Beam Spans
 SWS 134 B.W. @ 522+33.0 S.W.
 NP 2,57, 2,89

South Branch Potomac River

Timber Truss Bridge No. 14A
 SWS 185.0 B.W. @ 532+20.2 B.W.
 NP 2,57, 1208

Ridgedale W.Va

Brk
 7 SWS
 FWA
 3444
 MP II



TOPOGRAPHY AND RIGHT-OF-WAY ON THIS SHEET WERE DERIVED FROM BALTIMORE AND OHIO RAILROAD COMPANY EVALUATION SHEET.

U-371
 8

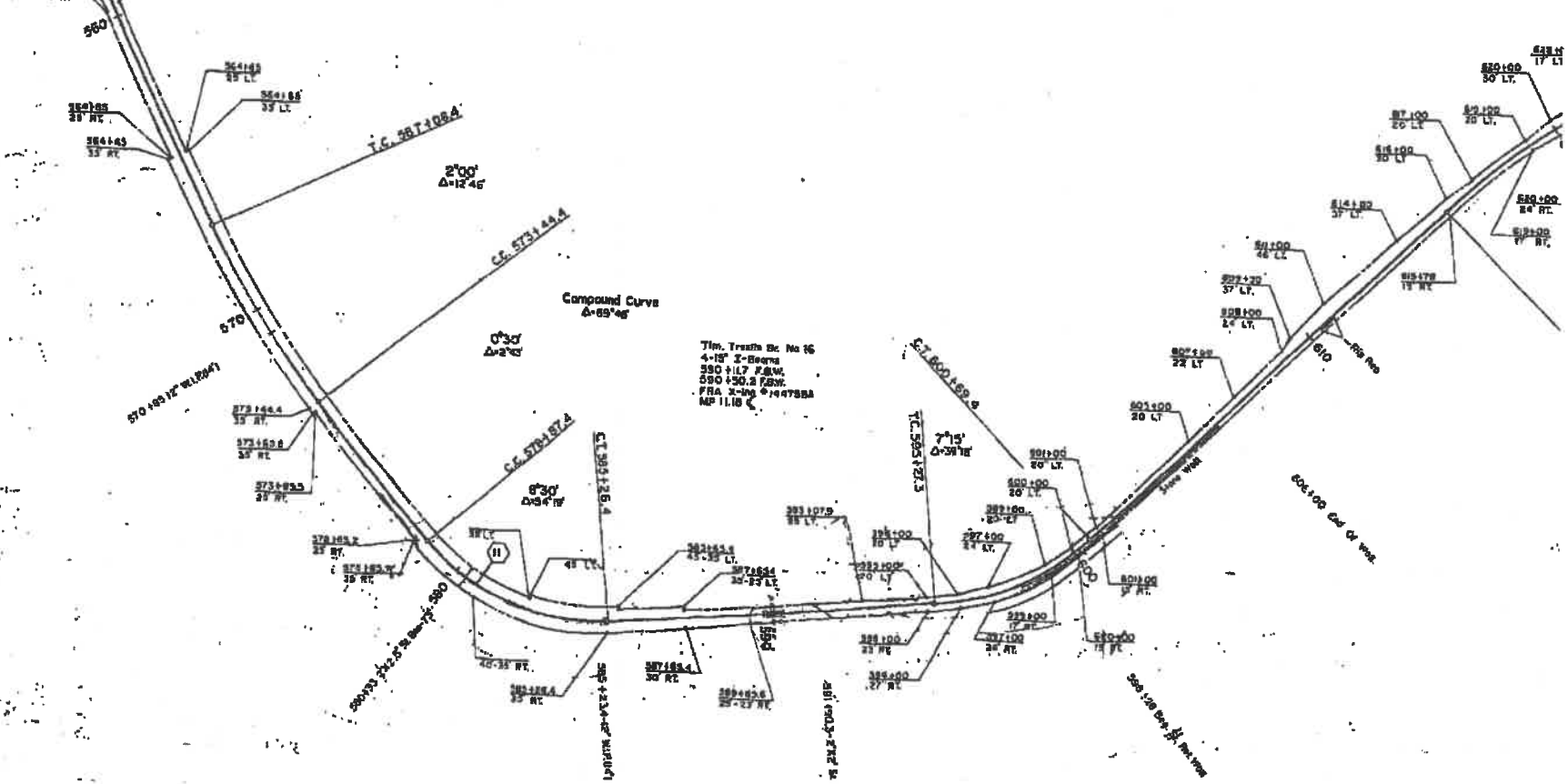
NO.	DATE	REVISIONS	BY	CHK

THE ENGINEER SHALL CHECK ALL DATA IN THIS SHEET AND SIGNATURE SHALL BE NECESSARY IN CONNECTION WITH ANY PROCEEDING BEFORE ANY COURT OR BOARD OF APPEALS.

Hampshire Co., W.Va.



MILEPOST 10.07
MATCH LINE STA. 561.00

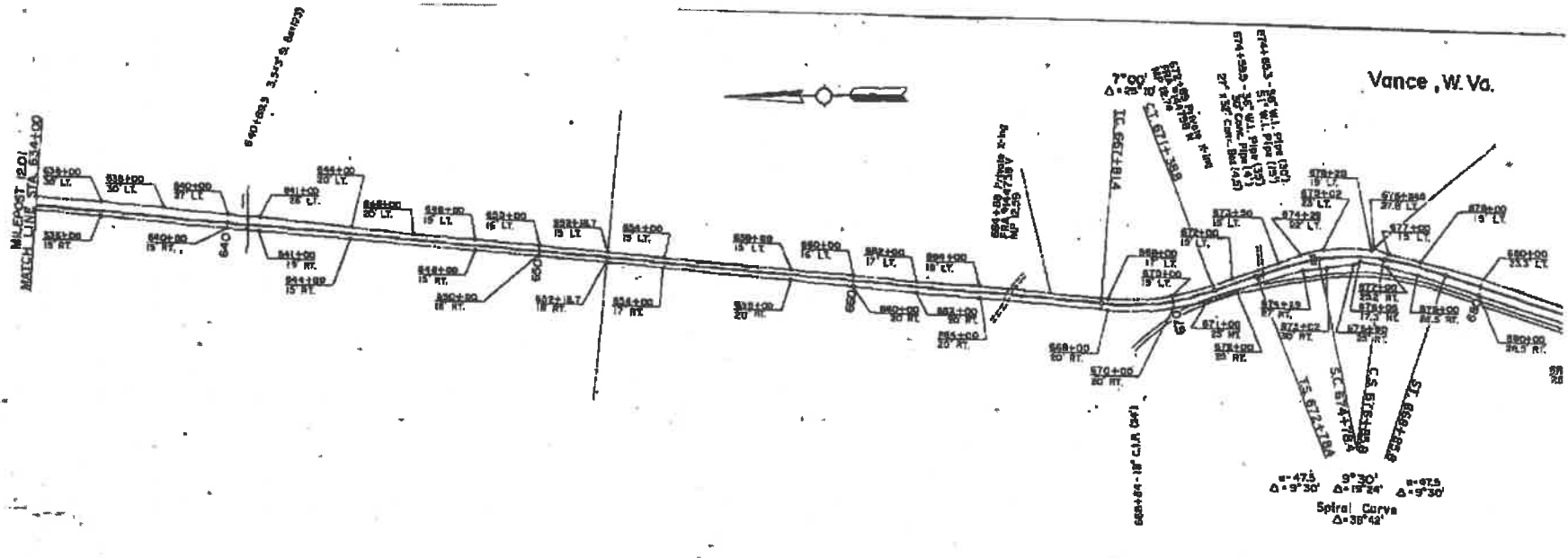


Tim. Truss No. 16
4-18" X-Beams
250 #17 F.B.W.
250 #20.8 F.B.W.
PRA X-109 #144788A
MP 1118

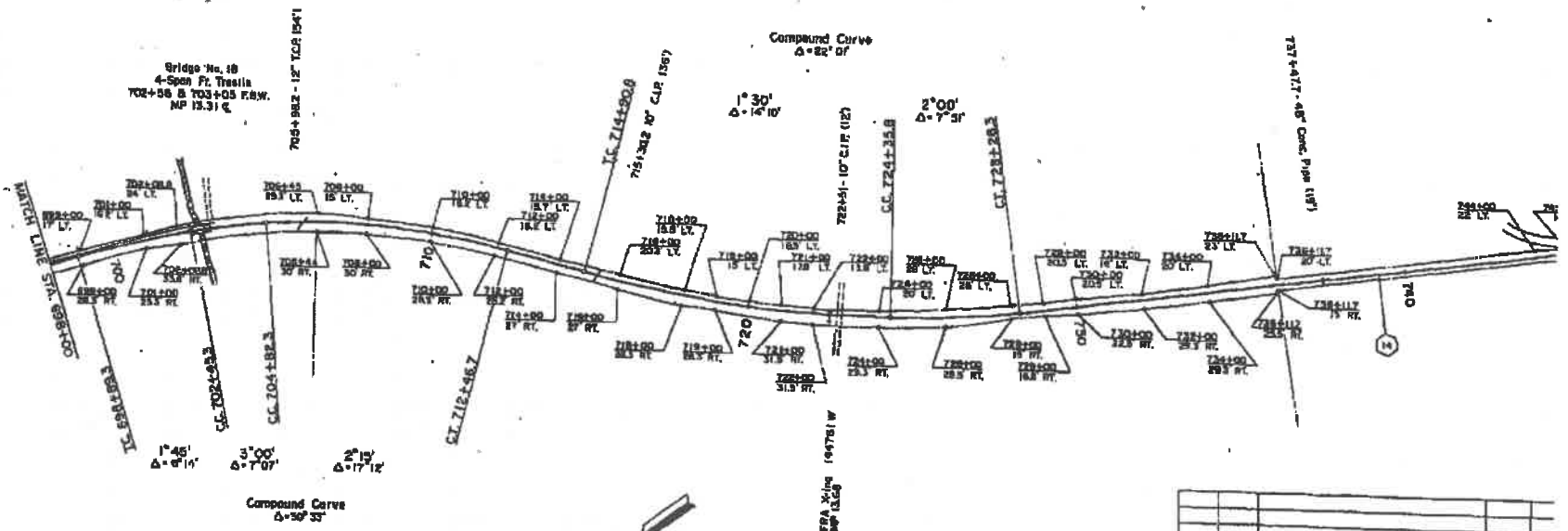
TOPOGRAPHY AND RIGHT-OF-WAY ON THIS SHEET WERE DERIVED FROM BALTIMORE AND OHIO RAILROAD COMPANY EVALUATION SHEET
V-37.1
827

NO.	DATE	BY	REVISIONS

THE INSTITUTE SHALL HOLD CONTRACTORS AND ENGINEERS RESPONSIBLE FOR THE ACCURACY OF THE DATA SHOWN ON THIS SHEET.



Hampshire Co., W. Va.

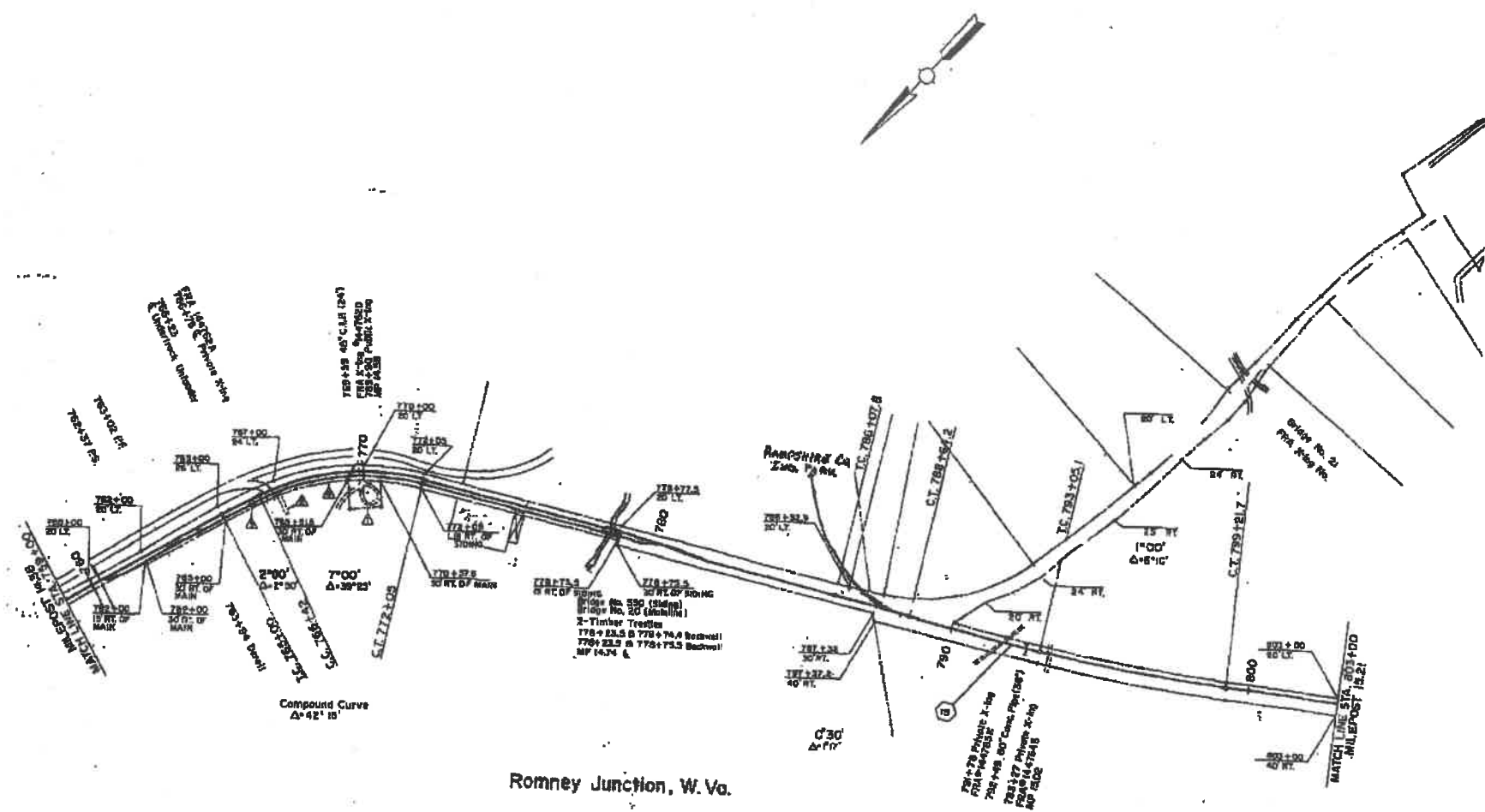


NO.	DATE	REVISIONS

TOPOGRAPHY AND RIGHT-OF-WAY ON THIS SHEET WERE DERIVED FROM BALTIMORE AND OHIO RAILROAD COMPANY EVALUATION SHEET

788

THE OWNER HEREBY GRANTS CONSENT THAT THIS SHEET BE REPRODUCED FOR ANY PURPOSES PROVIDED THAT THE ORIGINAL SOURCE BE ACKNOWLEDGED.



Romney Junction, W. Va.

TOPOGRAPHY AND RIGHT-OF-WAY ON THIS SHEET WERE DERIVED FROM BALTIMORE AND OHIO RAILROAD COMPANY EVALUATION SHEET

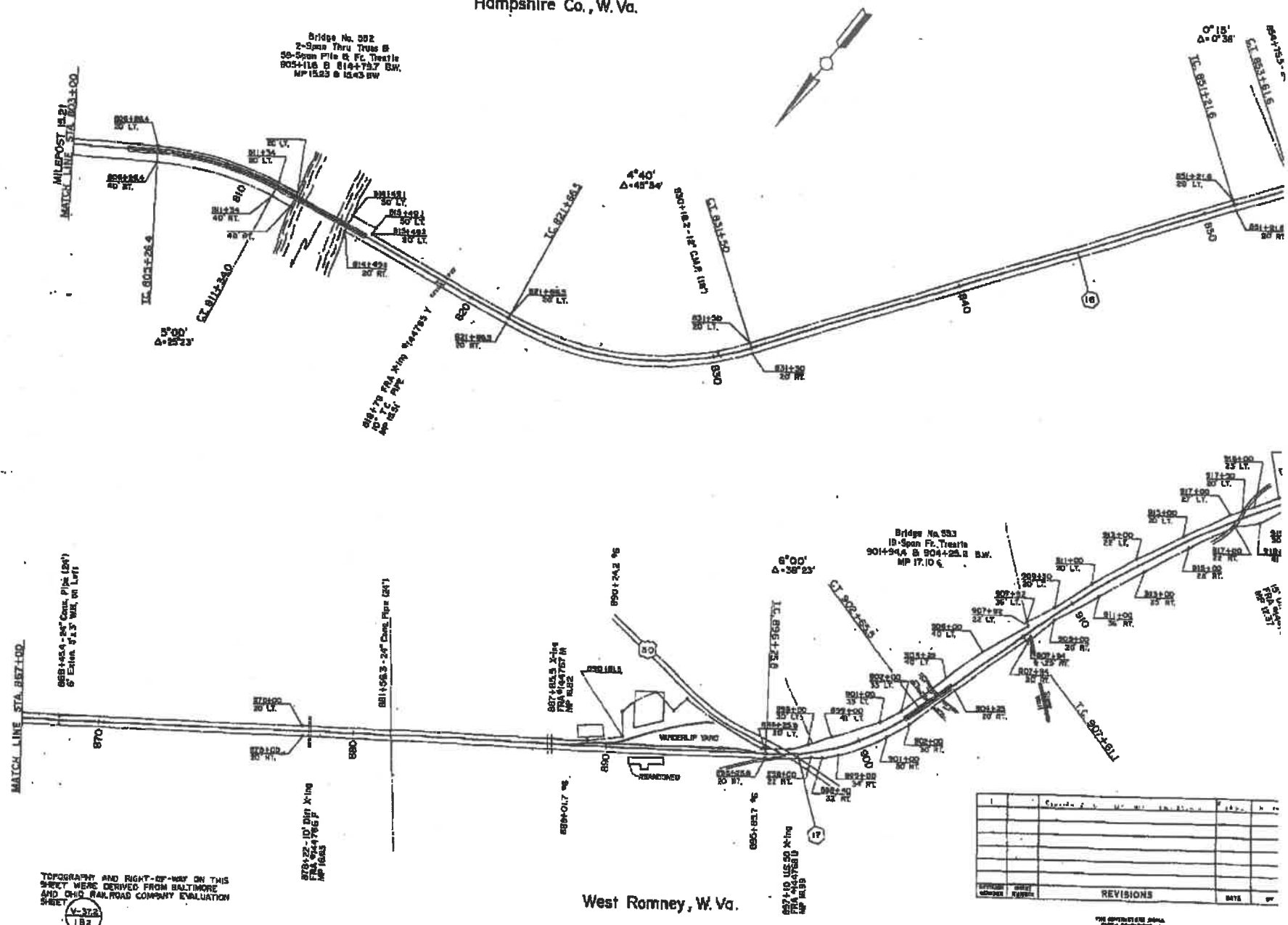


DATE	BY	REVISIONS	PAGE	OF
10/2/79	R.G.M.	Δ=38° 12''	10	10
10/2/79	R.G.M.	Δ=42° 10''	10	10
10/2/79	R.G.M.	SIDING R/W BOUGHT FROM	10	10
		HEBER PARSONS		

NOT TO BE USED FOR CONSTRUCTION OF TRACKS AND ELEVATIONS UNLESS APPROVED BY THE ENGINEER IN CHARGE

Hampshire Co., W. Va.

Bridge No. 552
3-Span Thru Truss B
50-Span Pile to Pile Treatise
904+118 B 814+75.7 SW
MP 15.23 @ 12.43 SW



TOPOGRAPHY AND RIGHT-OF-WAY ON THIS SHEET WERE DERIVED FROM BALTIMORE AND OHIO RAILROAD COMPANY EVALUATION SHEET

Y-372
182

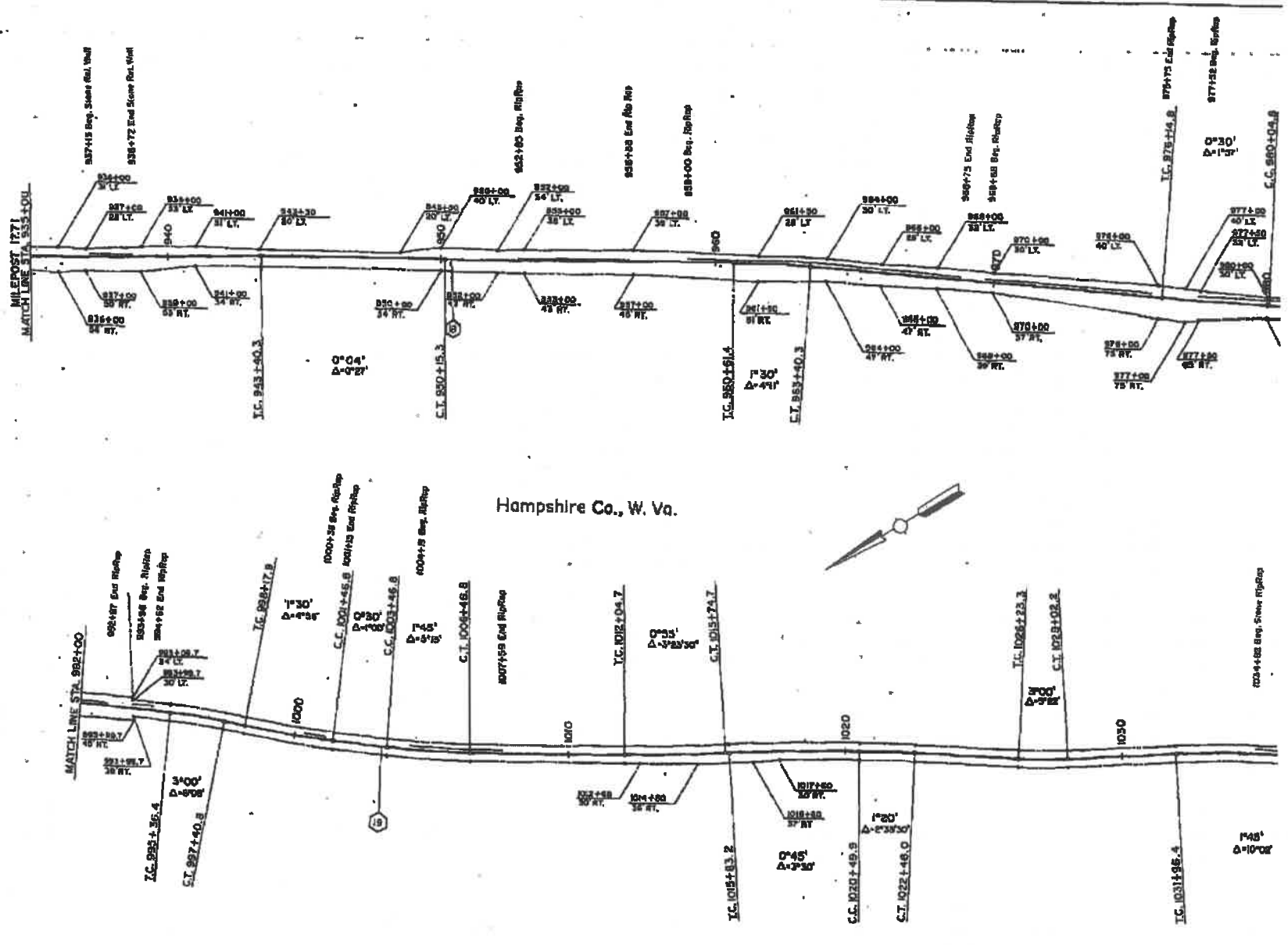
West Romney, W. Va.

NO.	DATE	BY	REVISIONS	DATE	BY

THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING ALL DIMENSIONS AND RECORDS BEFORE CONSTRUCTION.

MILEPOST 1271
MATCH LINE STA. 953+00.0

MATCH LINE STA. 982+00

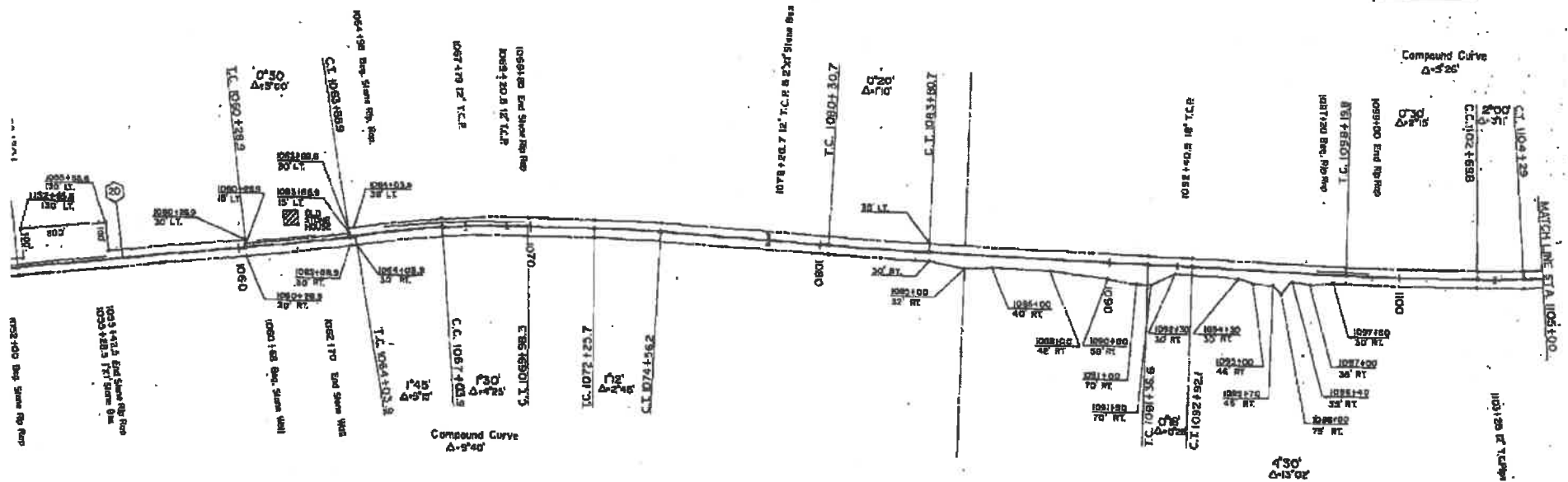


TOPOGRAPHY AND RIGHT-OF-WAY ON THIS SHEET WERE DERIVED FROM BALTIMORE AND OHIO RAILROAD COMPANY EVALUATION SHEET

V-272
282

NO.	DATE	BY	REVISIONS

THE INFORMATION ON THIS SHEET WAS OBTAINED FROM PUBLIC AND PRIVATE SOURCES AND IS NOT GUARANTEED BY THE ENGINEER.



W.VA. RAILROAD MAINTENANCE AUTHORITY
SOUTH BRANCH VALLEY RAIL ROAD

TRACK MAP
MILEPOST 19.79 TO MILEPOST 21.88

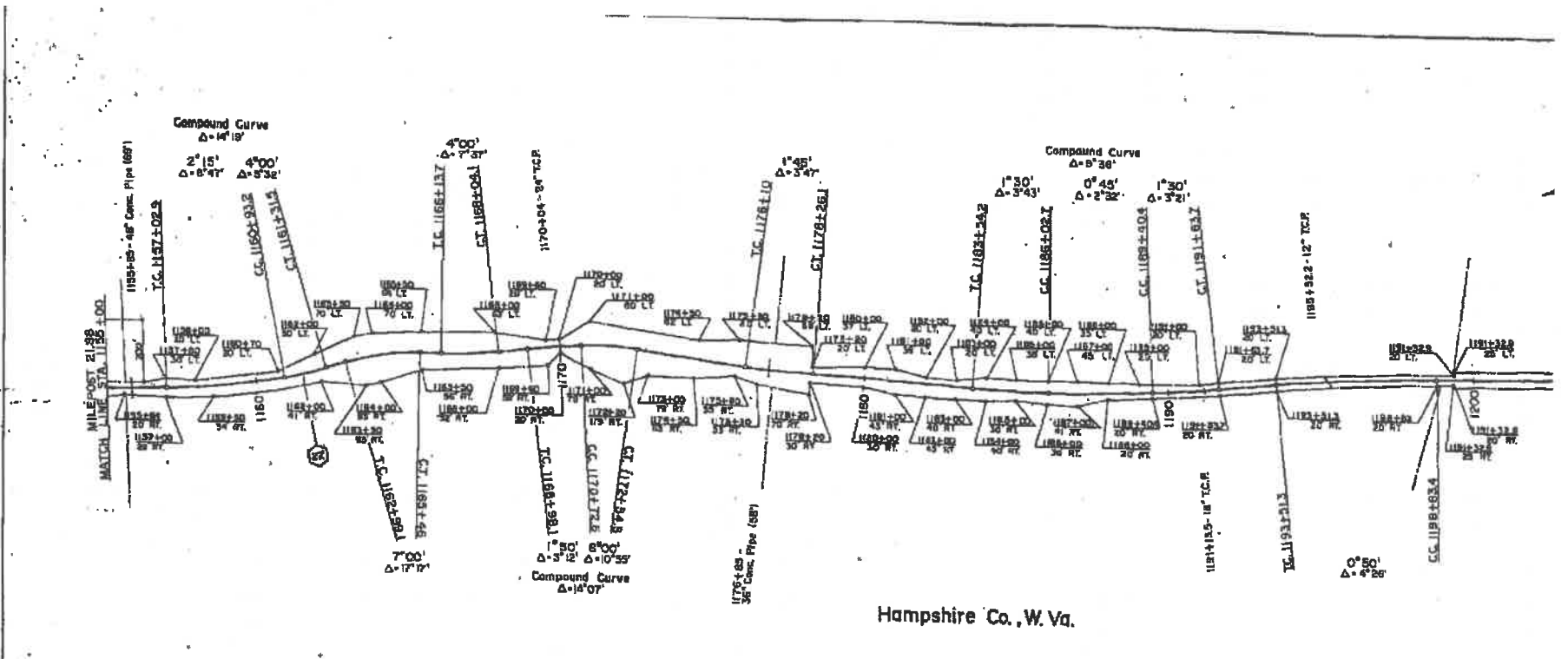
BUCHART - HORN
 Consulting Engineers & Planners
 1000 W. VA. UNIVERSITY BLVD. LITTLETON, CO
 1017 W. VA. UNIVERSITY BLVD. CHARLOTTE, NC
 1017 W. VA. UNIVERSITY BLVD. CHARLOTTE, NC

SCALE: 1"=250'

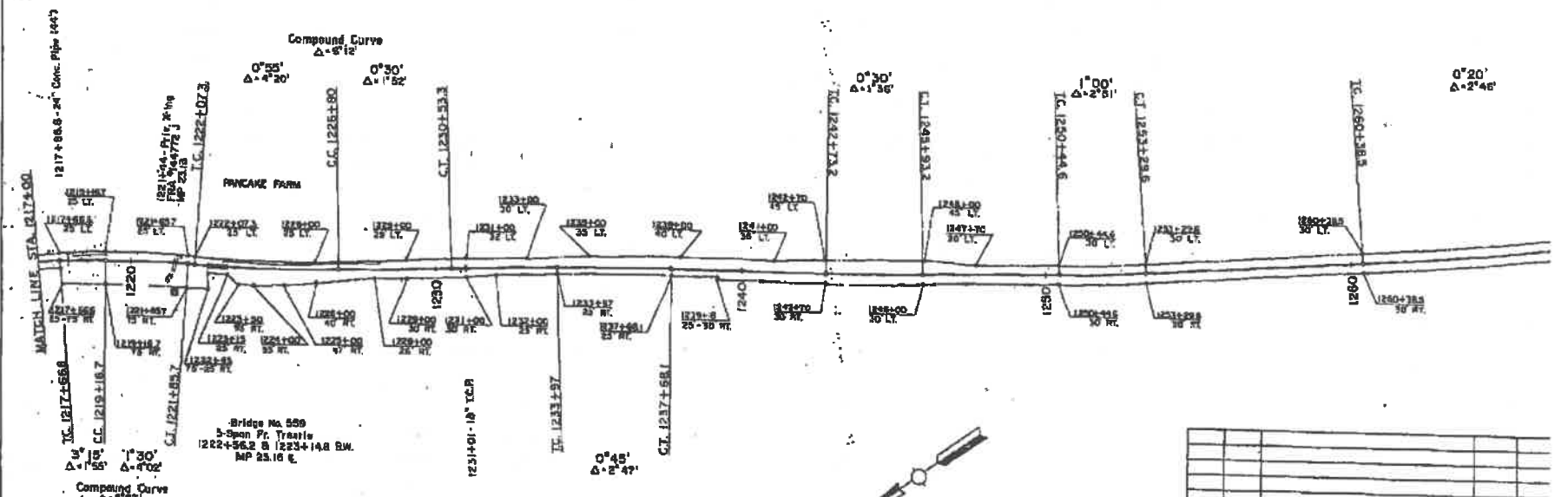
DATE: DECEMBER 1968

BY: DW

NO. 61843



Hampshire Co., W. Va.



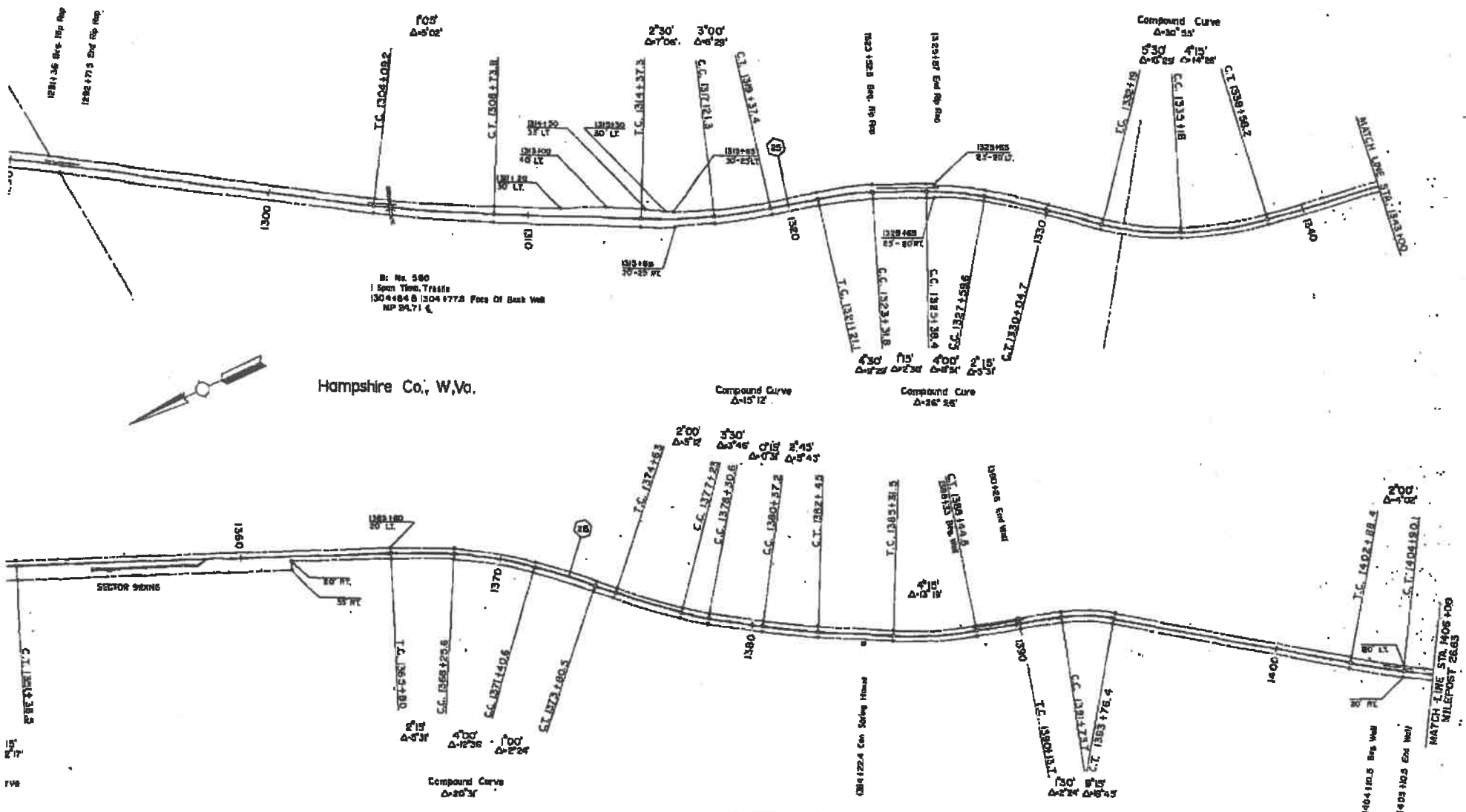
Bridge No. 559
 2 Span P.C. Truss
 1222+56.2 to 1223+14.8 B.V.
 MP 23.16 g.

TOPOGRAPHY AND RIGHT-OF-WAY ON THIS SHEET WERE DERIVED FROM BALTIMORE AND OHIO RAILROAD COMPANY EVALUATION SHEET

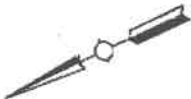


NO.	DATE	REVISIONS	BY	CHK

FOR DIMENSIONS AND
 DISTANCES SEE
 PLANS AND ELEVATIONS
 UNLESS OTHERWISE SPECIFIED
 ALL DIMENSIONS
 UNLESS OTHERWISE SPECIFIED
 UNLESS OTHERWISE SPECIFIED



B. No. 560
 1 Span Truss Bridge
 1304+48.8 1304+77.2 Face Of Bank Wall
 NP 24.71 &



Hampshire Co., W.Va.

Glebe, W.Va.

TOPOGRAPHY AND RIGHT-OF-WAY ON THIS SHEET WERE DERIVED FROM BALTIMORE AND OHIO RAILROAD COMPANY EVALUATION SHEET

584

REVISIONS	DATE	BY

THE TOPOGRAPHY AND RIGHT-OF-WAY ON THIS SHEET WERE DERIVED FROM BALTIMORE AND OHIO RAILROAD COMPANY EVALUATION SHEET

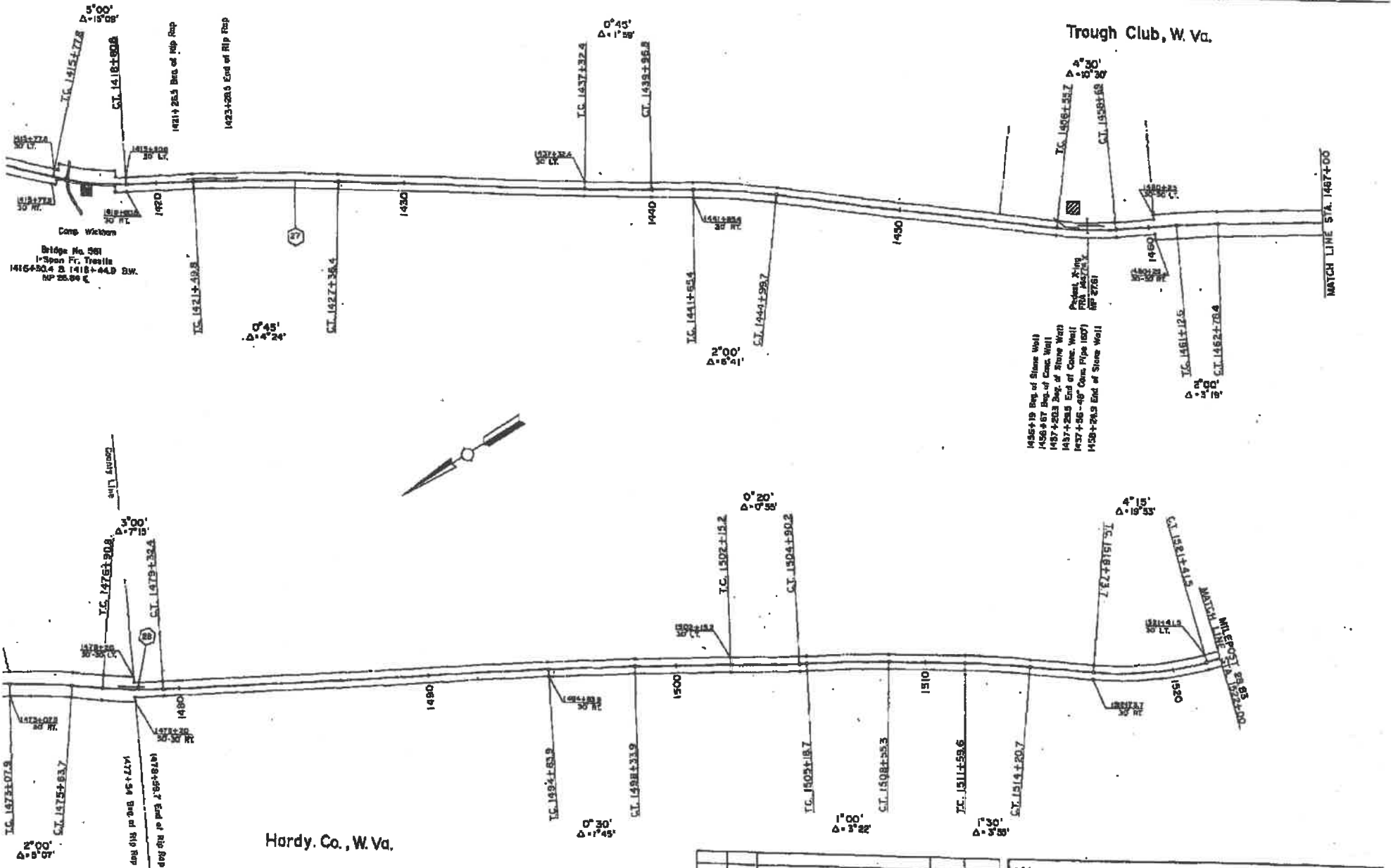
W.VA. RAILROAD MAINTENANCE AUTHORITY
 SOUTH BRANCH VALLEY RAIL ROAD

TRACK MAP
 MILEPOST 24.28 TO MILEPOST 26.63

BUCHART - HORN
 Consulting Engineers & Planners

1000 N. MARKET ST. PHOENIX, ARIZ. 85004, PA.
 200 N. MARKET ST. WASHINGTON, D.C. 20004, VA.
 1000 N. MARKET ST. WASHINGTON, D.C. 20004, VA.

JOB NO. 61543
 SCALE 1"=200'
 SHEET NO. 16
 CHECKED BY: R.C.M.



Hardy Co., W. Va.

Trough Club, W. Va.

TOPOGRAPHY AND RIGHT-OF-WAY ON THIS SHEET WERE DERIVED FROM BALTIMORE AND OHIO RAILROAD COMPANY EVALUATION SHEET

1-372
6-8

NO.	DATE	REVISIONS	BY

THE INFORMATION ON THIS SHEET IS FOR THE USE OF THE ENGINEER AND IS NOT TO BE USED FOR ANY OTHER PURPOSE WITHOUT THE WRITTEN CONSENT OF THE ENGINEER.

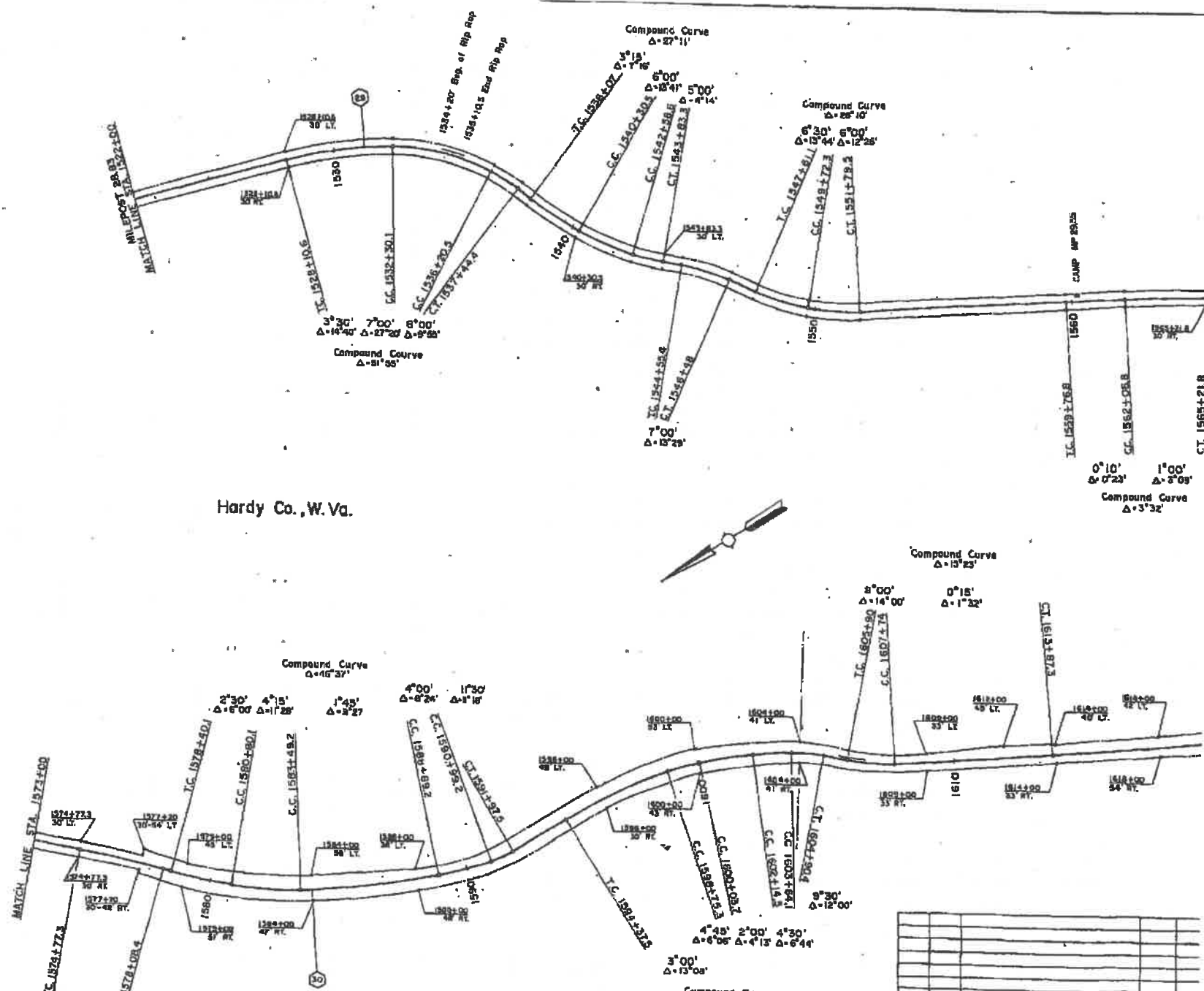
W.VA. RAILROAD MAINTENANCE AUTHORITY
SOUTH BRANCH VALLEY RAIL ROAD

TRACK MAP
MILEPOST 28.63 TO MILEPOST 28.83

BUCHART - HORN
Consulting Engineers & Planners

201 TOWNHALL BLDG. CHARLOTTE, N.C. 28202
1000 W. BROAD ST. SUITE 1000 RICHMOND, VA 23260
1000 W. BROAD ST. SUITE 1000 RICHMOND, VA 23260

JOB NO.	SCALE	DRAWN BY	CHECKED BY	SHEET
61545	1" = 200'	S.W.S.	R.C.M.	17



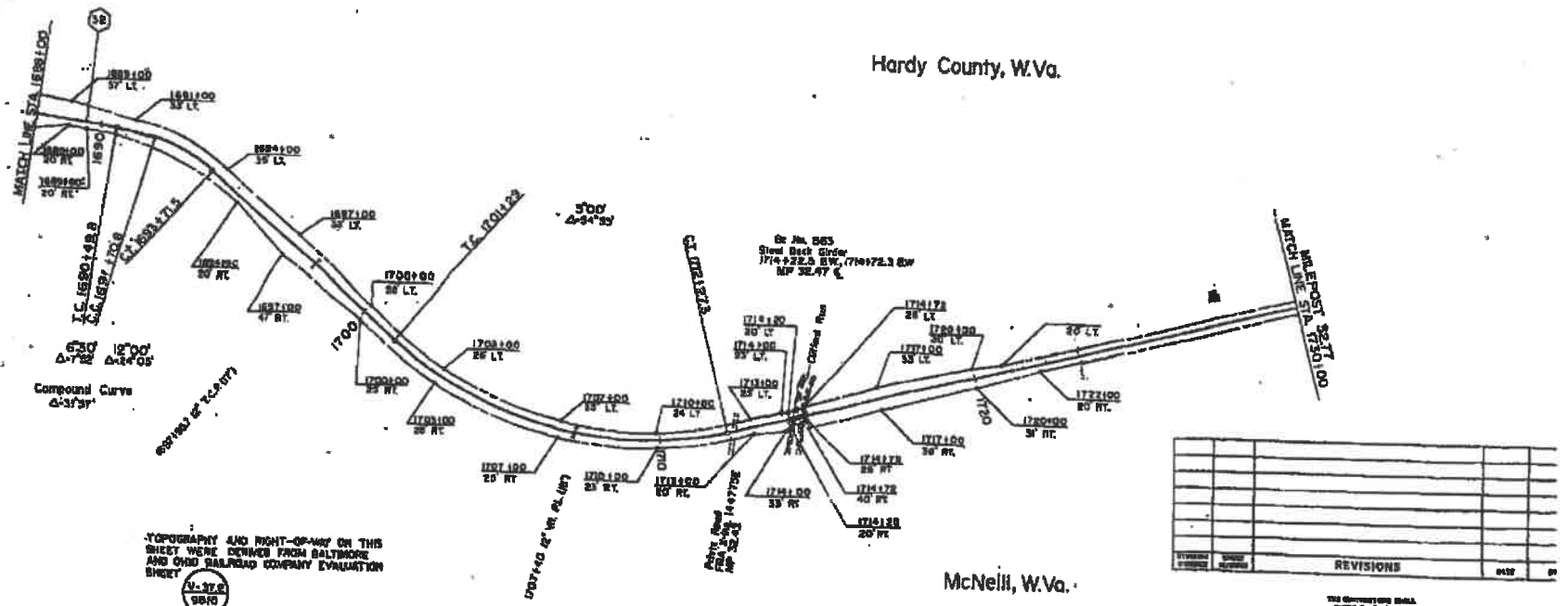
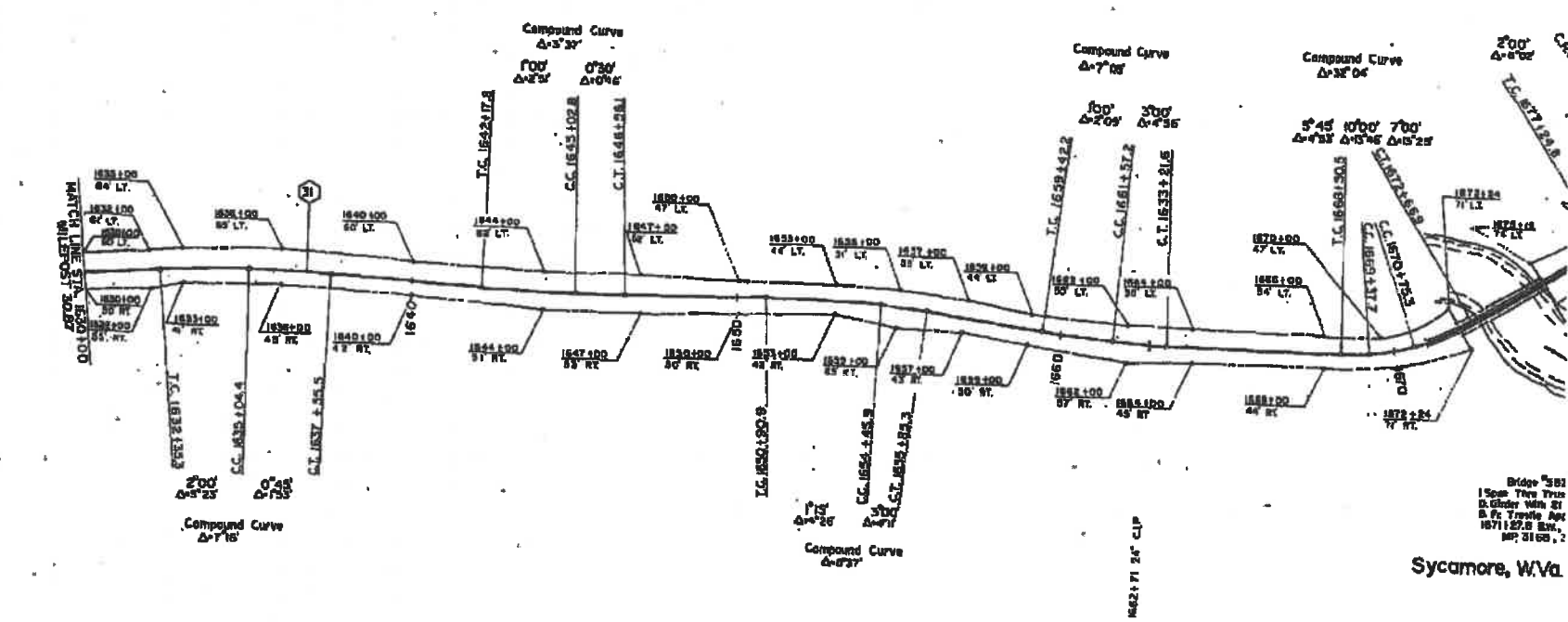
Hardy Co., W. Va.

TOPOGRAPHY AND RIGHT-OF-WAY ON THIS SHEET WERE DERIVED FROM BALTIMORE AND OHIO RAILROAD COMPANY'S EVALUATION SHEET



NO.	DATE	BY	REVISIONS

THE UNPROTECTED DATA SHOWN HEREON IS NOT TO BE USED FOR ANY PURPOSE WITHOUT THE WRITTEN CONSENT OF THE ENGINEER.



NO.	DATE	REVISIONS

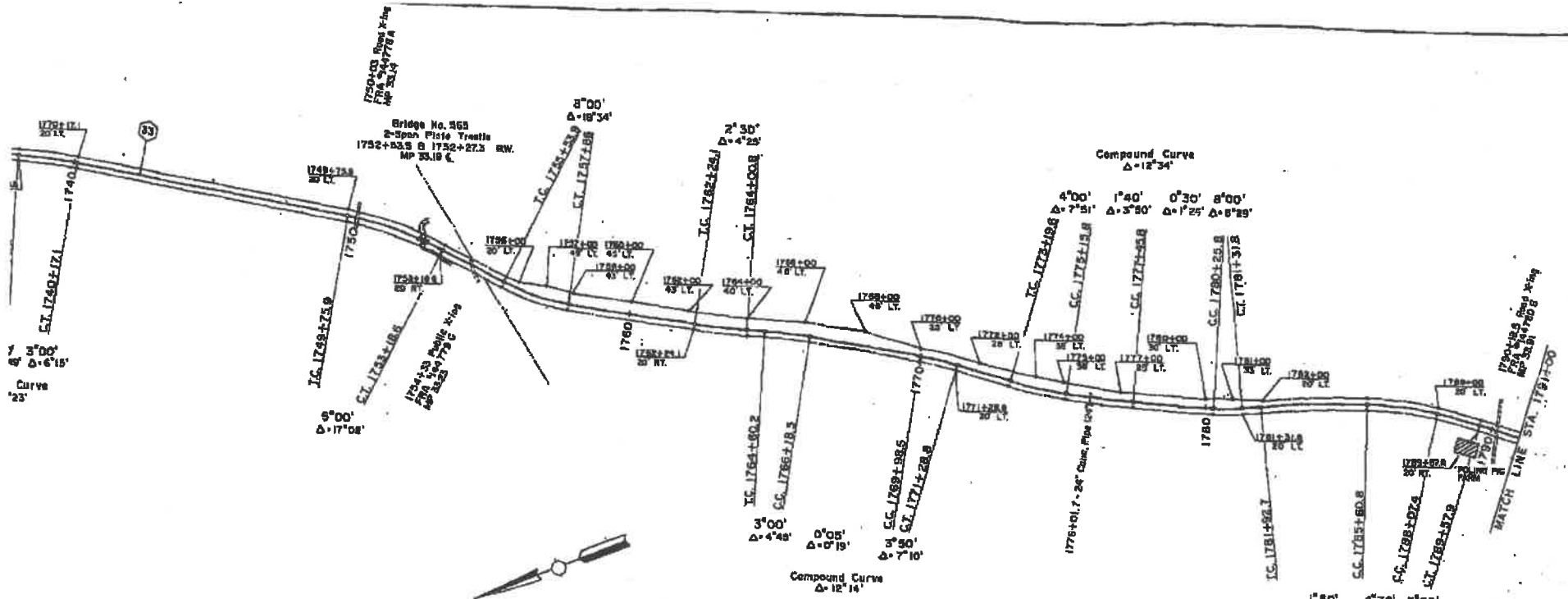
THIS DRAWING SHALL BE KEPT COMPLETELY IN PLACE AND NOT TO BE MOVED OR REPRODUCED WITHOUT THE WRITTEN CONSENT OF THE ENGINEER.

Bridge 581
156m True
12' Clear Width
B. P. Traveler
16711.27.8 SW.
MP: 3168.2

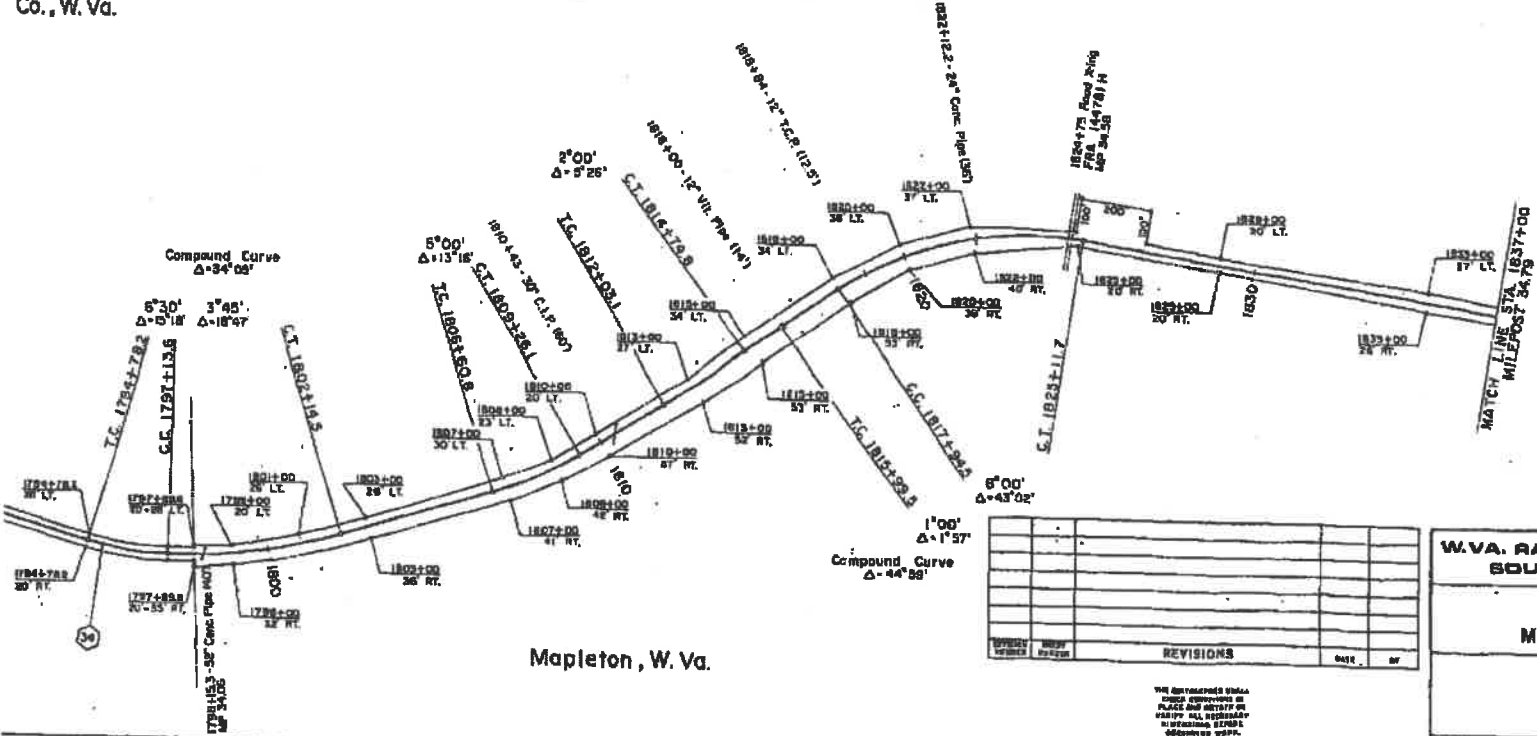
Sycamore, W.Va.

Hardy County, W.Va.

McNeill, W.Va.



Co., W. Va.



NO.	DATE	REVISIONS	BY	CHK.

THE ENGINEER HAS
CHECKED THE
PLANS AND SPECIFICATIONS
AND IS NOT RESPONSIBLE
FOR ANY ERRORS OR
OMISSIONS.

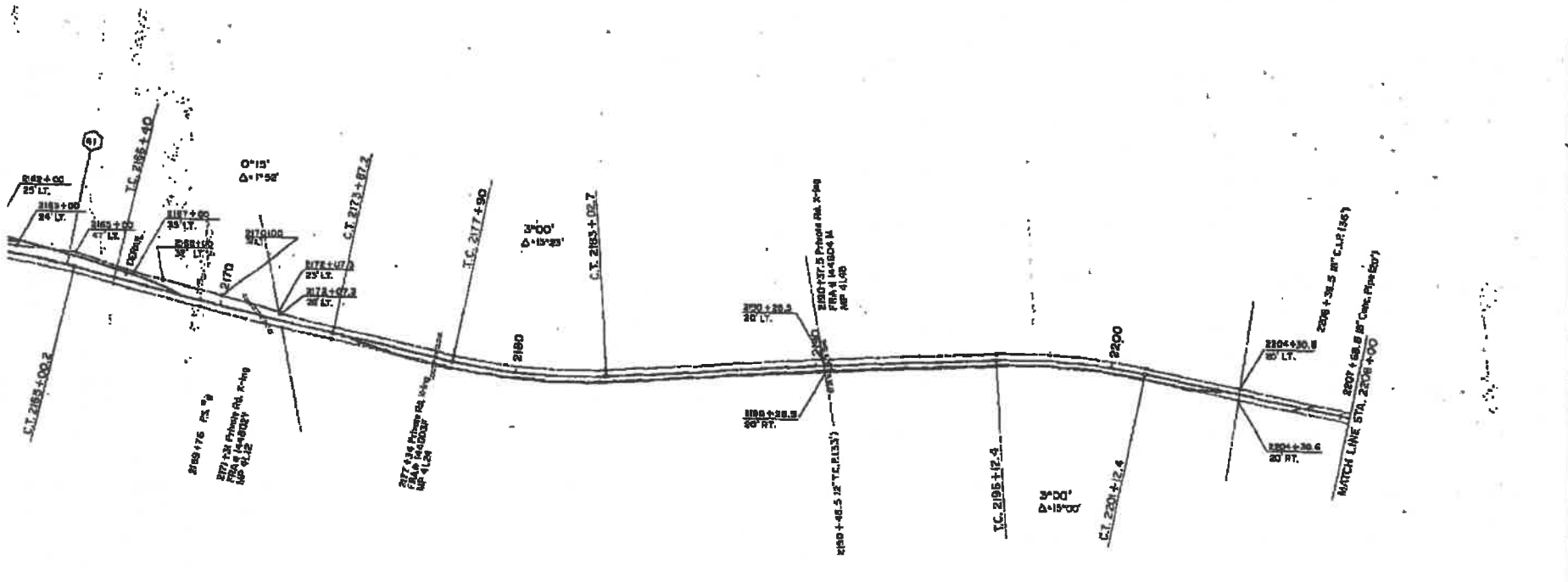
W.VA. RAILROAD MAINTENANCE AUTHORITY
SOUTH BRANCH VALLEY RAIL ROAD

TRACK MAP
MILEPOST 32.77 TO MILEPOST 34.79

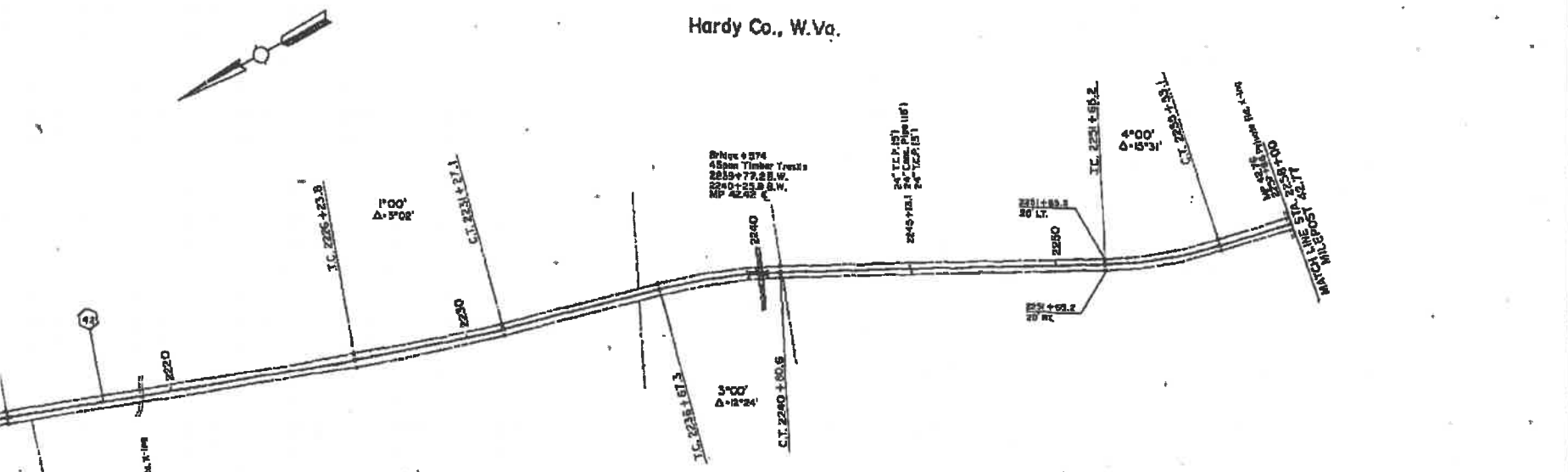
BUCHART - HORN
Consulting Engineers & Planners

CHARLOTTE, N.C. MEMPHIS, TENN. CLEVELAND, OH.
BIRMINGHAM, ALA. WASHINGTON, D.C. CHARLESTON, W. VA.

PROJECT NO.	61543	SCALE	1" = 300'	DRAWN BY	R.H.S.	CHECKED BY	R.C.H.	SHEET NO.	20
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Hardy Co., W.Va.



NO.	DATE	REVISIONS	BY	CR

W.VA. RAILROAD MAINTENANCE AUTHORITY
SOUTH BRANCH VALLEY RAIL ROAD

TRACK MAP
MILEPOST 40.80 TO MILEPOST 42.77

BUCHART - HORN
Consulting Engineers & Planners

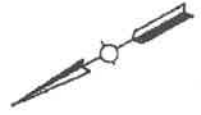
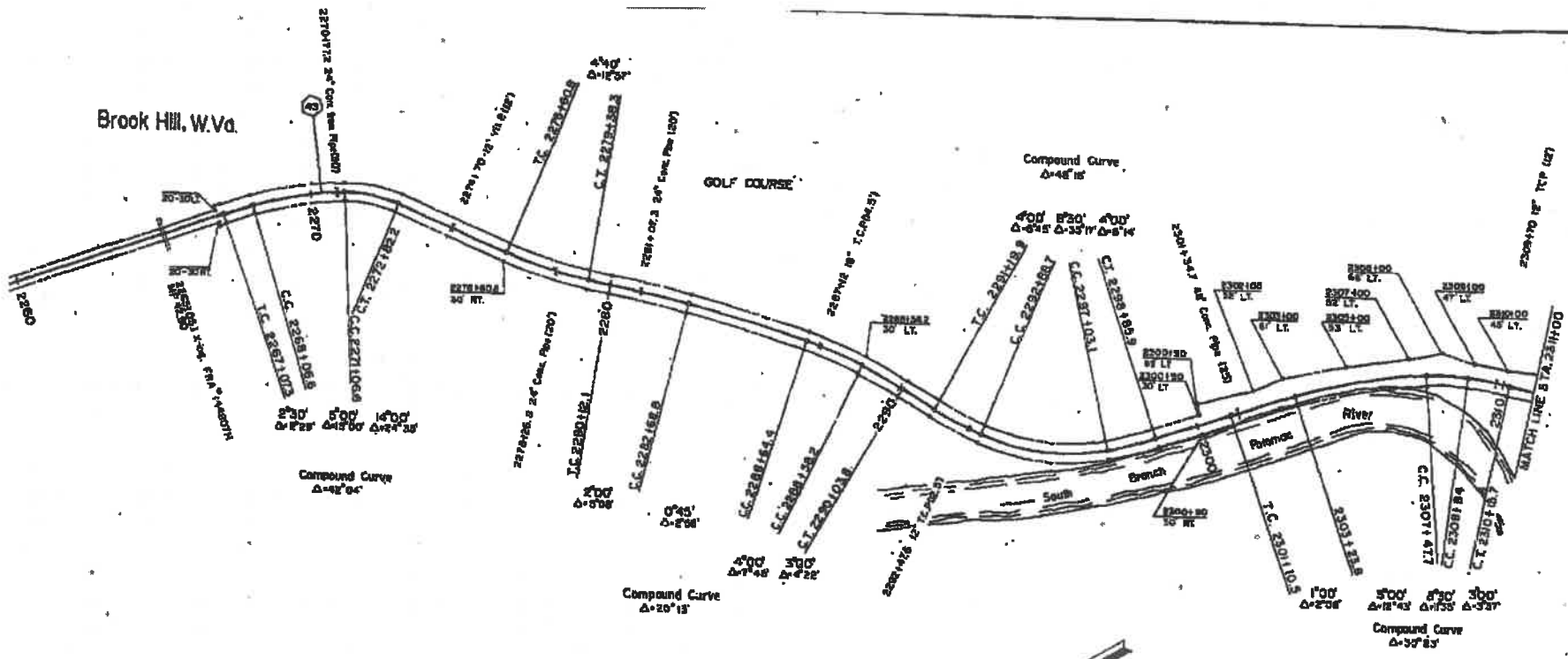
1001 17th Street, N.W., Washington, D.C. 20036
COLUMBIA, MD MEMPHIS, TENN ATLANTA, GA CLEVELAND, OH
WILLIAMSBURG, VA CHARLOTTE, NC

JOB NO.	61543	SCALE	1" = 300'	DRAWN BY	R.W.D.	SHEET NO.	26
DATE				CHECKED BY	R.Z.M.		

TOPOGRAPHY AND RIGHT-OF-WAY ON THIS SHEET WERE DERIVED FROM BALTIMORE AND OHIO RAILROAD COMPANY EVALUATION SHEET

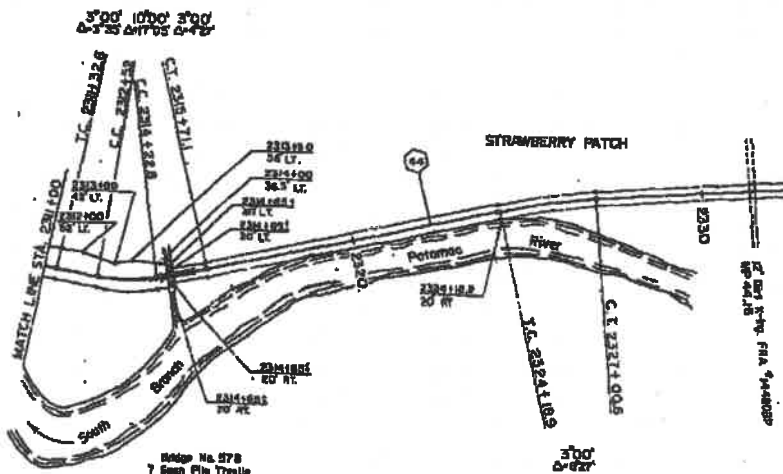
V-32.8
14818

NO DIMENSIONS SHALL BE USED UNLESS SPECIALLY NOTED. VERIFY ALL DIMENSIONS BY MEANS OF SURVEY RECORDING DEVICES.



Compound Curve
Δ=25°07'

Hardy Co., W.Va.



Spring Brook, W.Va.

Bridge No. 278
7 Span Flat Truss
2346 + 235.4 S.W. 2315 + 233.3 E.W.
HP 43.83 ±

TOPOGRAPHY AND RIGHT-OF-WAY ON THIS SHEET WERE DERIVED FROM BALTIMORE AND OHIO RAILROAD COMPANY EVALUATION SHEET

1-3722
15

NO.	DATE	BY

NO DIMENSIONS SHALL BE TAKEN FROM THIS SHEET UNLESS SPECIFICALLY NOTED OTHERWISE.

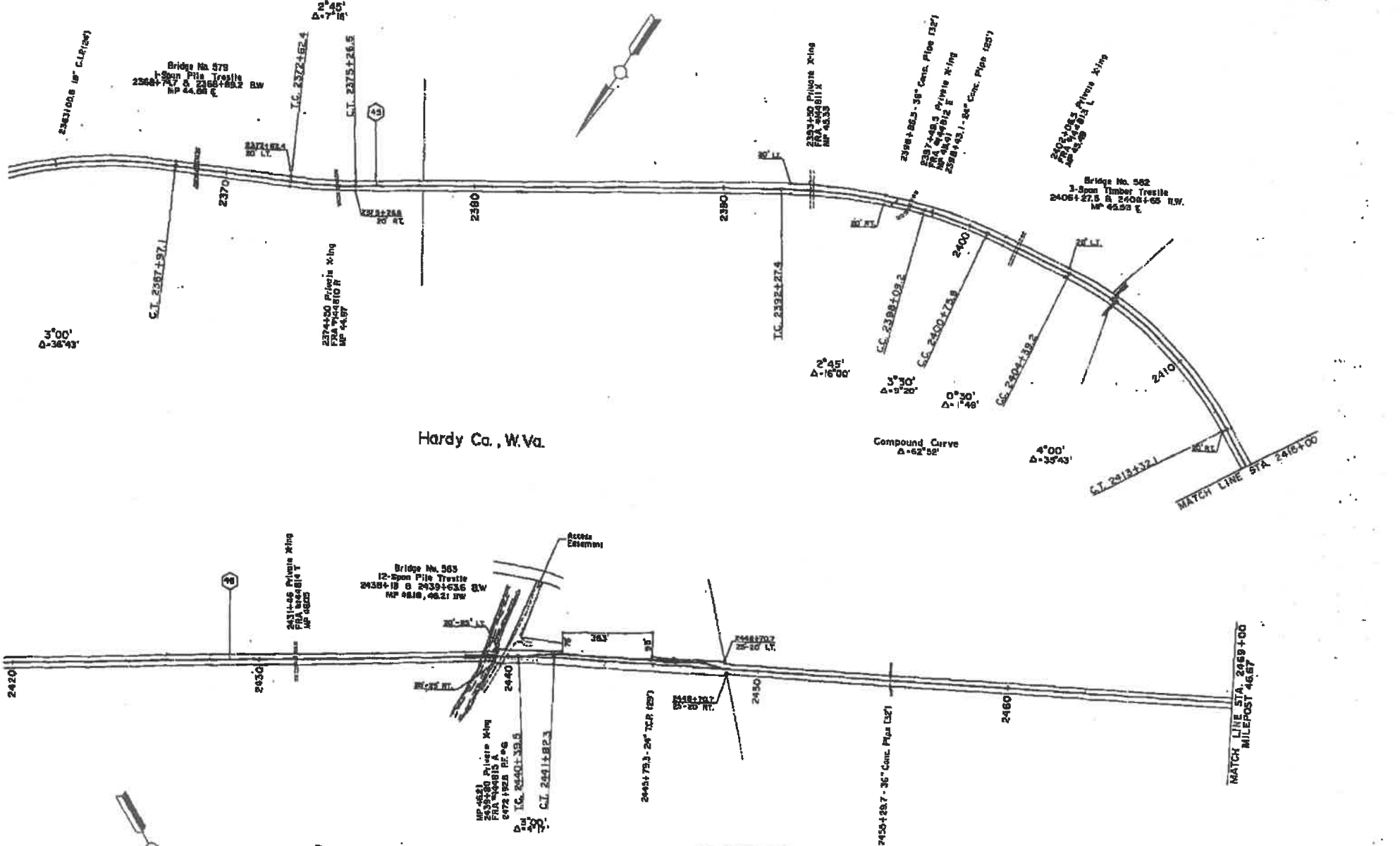
W.VA. RAILROAD MAINTENANCE AUTHORITY
SOUTH BRANCH VALLEY RAIL ROAD

TRACK MAP
MILEPOST 42.77 TO MILEPOST 44.80

BUCHART - HORN
Consulting Engineers & Planners

1214 N. BRADSHAW ST. CHARLOTTE, N.C. 28202
1000 W. BROADWAY, SUITE 1000, CHARLOTTE, N.C. 28202
1000 W. BROADWAY, SUITE 1000, CHARLOTTE, N.C. 28202

JOB NO.	SCALE	DRAWN BY	CHECKED BY	SHEET
81843	1"=200'	DHW	R.C.M.	87
DATE				



Hardy Co., W. Va.

Durgon, W. Va.

TOPOGRAPHY AND RIGHT-OF-WAY ON THIS SHEET WERE DERIVED FROM BALTIMORE AND OHIO RAILROAD COMPANY EVALUATION SHEET

V-372
15/12/18

REVISION NUMBER	DATE	BY

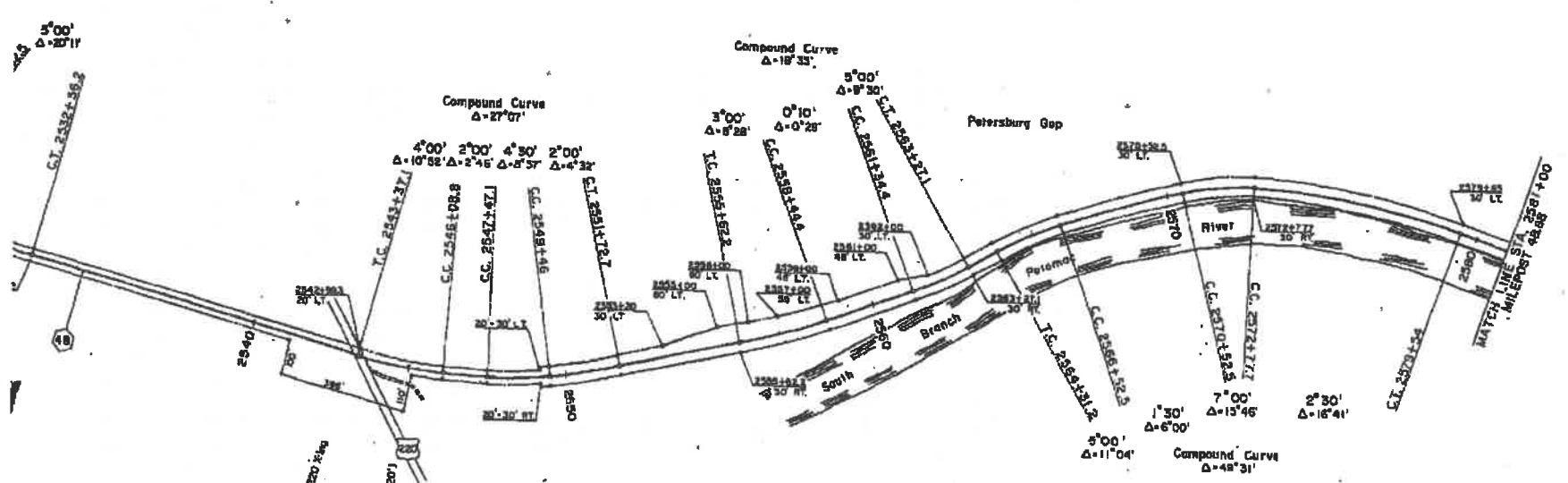
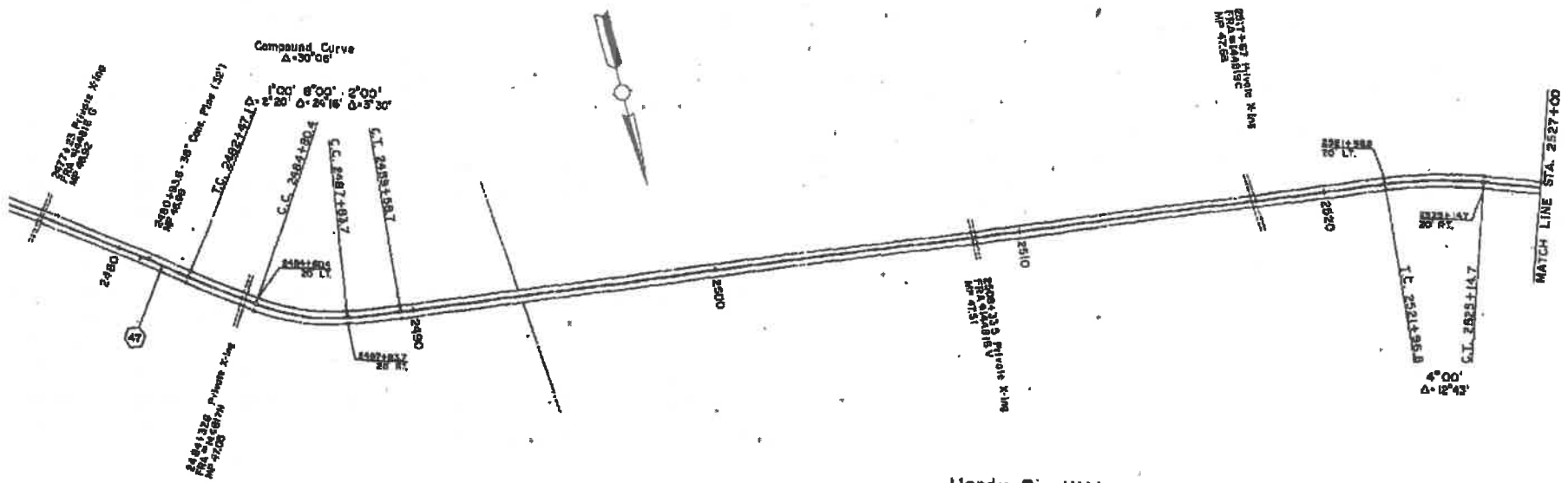
THE CONTRACTOR SHALL BE RESPONSIBLE TO THE CONTRACTING AUTHORITY FOR THE ACCURACY OF ALL DATA AND INFORMATION SUBMITTED AND FOR THE CORRECTNESS OF ALL DIMENSIONS AND NOTATIONS.

W.VA. RAILROAD MAINTENANCE AUTHORITY
SOUTH BRANCH VALLEY RAIL ROAD

TRACK MAP
MILEPOST 44.60 TO MILEPOST 46.67

BUCHART - HORN
 Consulting Engineers & Planners
 1201 1/2 West 2nd Street, Martinsburg, W. Va. 26001
 Phone: (304) 261-1111 Fax: (304) 261-1112
 www.buchart-horn.com

JOB NO. 61543 SCALE 1" = 200' SHEET NO. 5 W.S. DATE: CHECKED BY: R.C.H. SHEET 20



TOPOGRAPHY AND RIGHT-OF-WAY ON THIS SHEET WERE DERIVED FROM BALTIMORE AND OHIO RAILROAD COMPANY EVALUATION SHEET



REVISIONS	DATE	BY

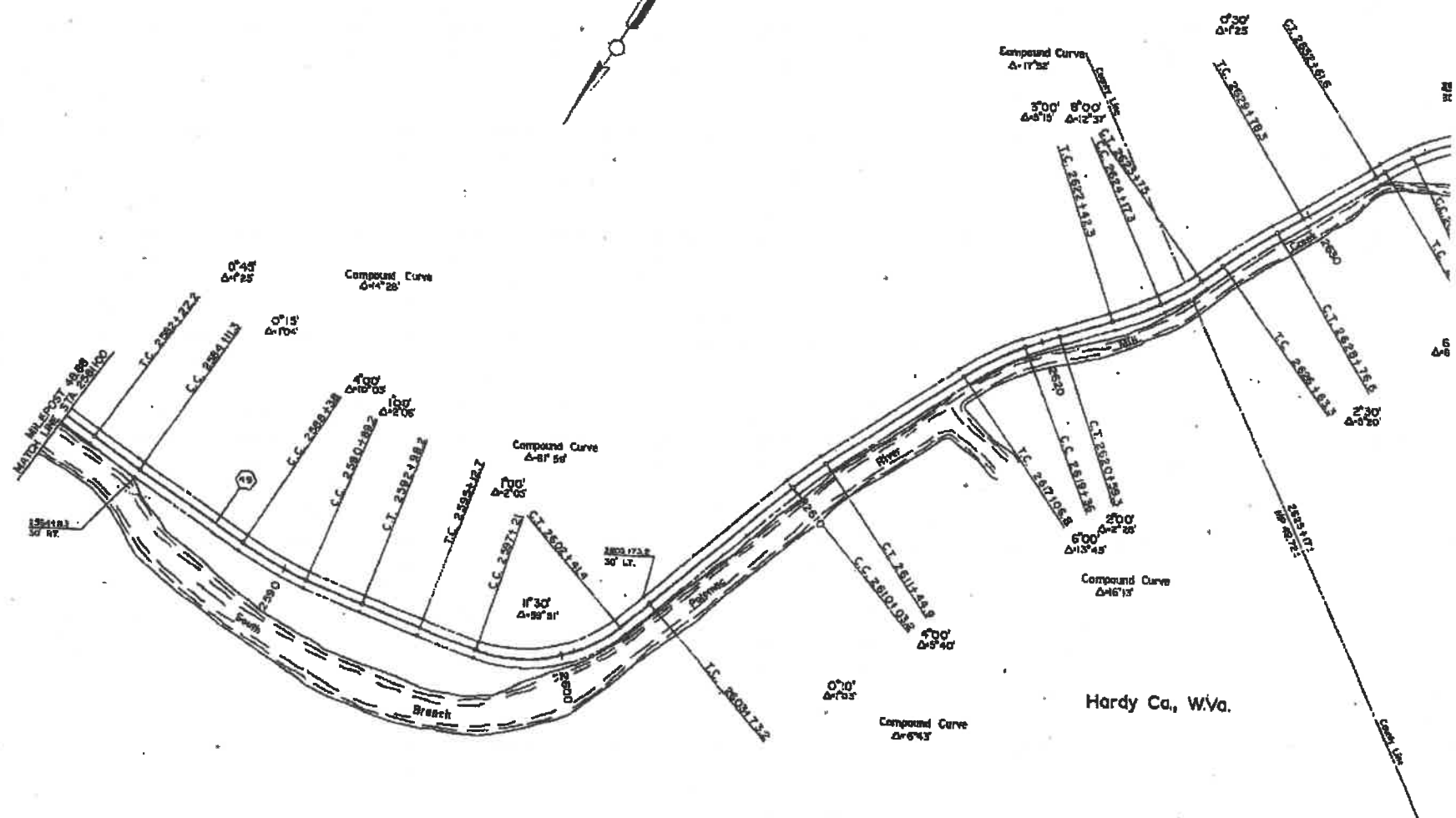
NO CONTRACTOR SHALL BE RESPONSIBLE FOR THE ACCURACY OF THIS TRACK MAP UNLESS ALL NECESSARY FIELD SURVEYS HAVE BEEN MADE AND ALL NECESSARY RECORDS KEPT.

W.VA. RAILROAD MAINTENANCE AUTHORITY
SOUTH BRANCH VALLEY RAIL ROAD

TRACK MAP
MILEPOST 48.67 TO MILEPOST 48.88

BUCHART - HORN
 Consulting Engineers & Planners
 1001 N. HARRISON ST. WASHINGTON, D.C. 20004
 1001 N. HARRISON ST. WASHINGTON, D.C. 20004
 1001 N. HARRISON ST. WASHINGTON, D.C. 20004

JOB NO. 61543 SCALE 1" = 200' DRAWN BY S.W.S. CHECKED BY R.C.M. SHEET NO. 28



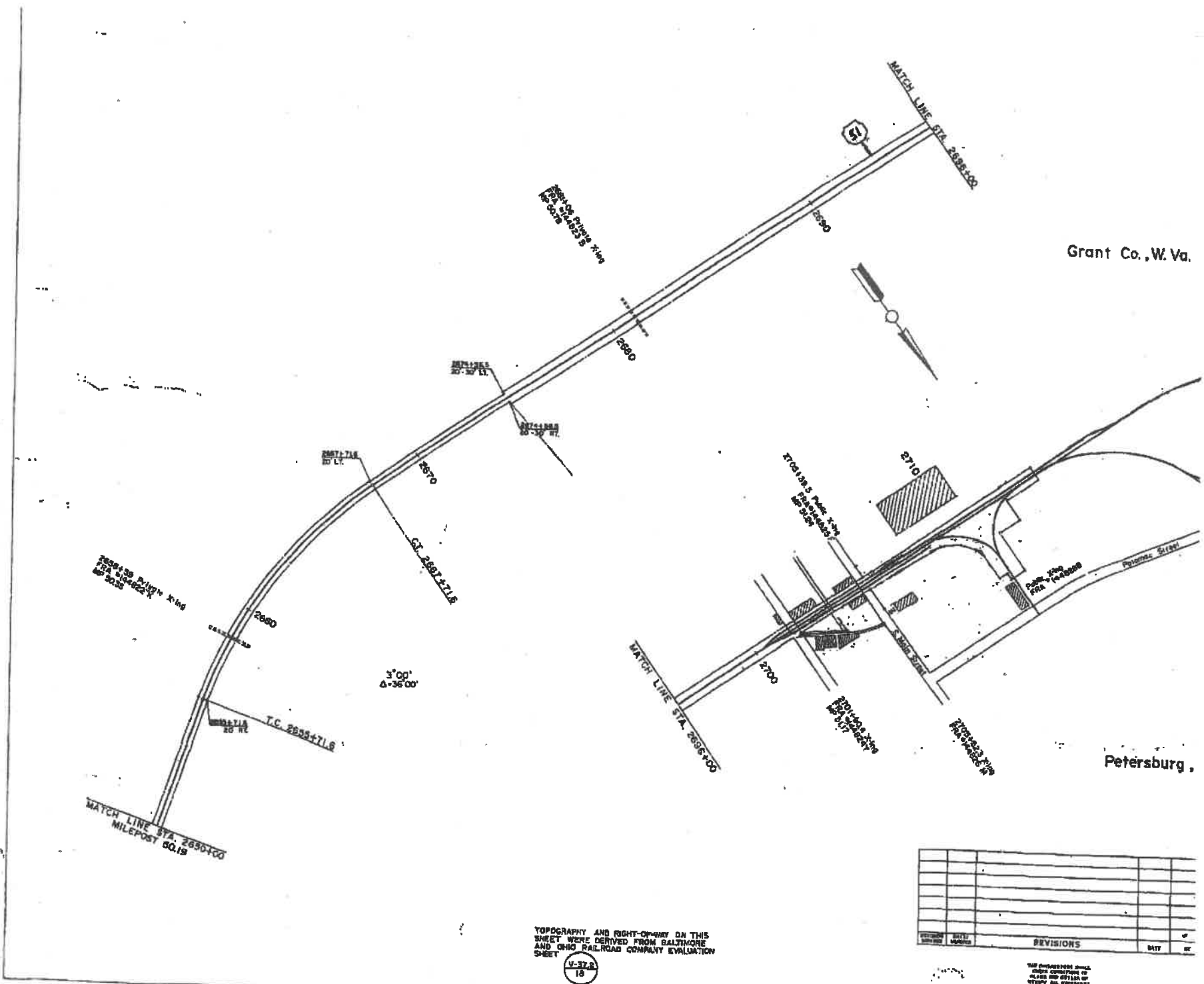
NO.	DATE	REVISIONS	BY

TOPOGRAPHY AND RIGHT-OF-WAY ON THIS SHEET WERE DERIVED FROM BALTIMORE AND OHIO RAILROAD COMPANY EVALUATION SHEET

18

THE CONTRACTING ENGINEER HAS BEEN ADVISED BY THE FIELD AND OFFICE OF THE BALTIMORE AND OHIO RAILROAD COMPANY THAT THE INFORMATION ON THIS SHEET IS CORRECT AND COMPLETE.

Grant Co., W. Va.



Petersburg,

TOPOGRAPHY AND RIGHT-OF-WAY ON THIS SHEET WERE DERIVED FROM BALTIMORE AND OHIO RAILROAD COMPANY EVALUATION SHEET

V-37.2
18

NO.	DATE	REVISIONS	BY	OR

THE CONTRACTOR SHALL OBTAIN A COPY OF THIS SHEET AND SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY INFORMATION AND PERMITS BEFORE CONSTRUCTION.

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Amtrac Railroad Contractors of Maryland, Inc
of 9436 Earley Drive Hagerstown, MD 21740, as Principal, and Ohio Farmers Insurance
Company of Park Cir/PO Box 5001 Westfield Ctr, OH, a corporation organized and existing under the laws of the State of OHIO
with its principal office in the City of Westfield Center as Surety, are held and firmly bound unto the State
of West Virginia, as Oblige, in the penal sum of Five Percent of Total BID (\$ -----5%-----) for the payment of which,
well and truly to be made, we jointly and severally bind ourselves, our heirs, administrators, executors, successors and assigns.

The Condition of the above obligation is such that whereas the Principal has submitted to the Purchasing Section of the
Department of Administration a certain bid or proposal, attached hereto and made a part hereof, to enter into a contract in writing for
Solicitation No.: CRFQ RMA2100000040

Tie Installation & Tamping on SBVR

NOW THEREFORE,

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

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

WITNESS, the following signatures and seals of Principal and Surety, executed and sealed by a proper officer of Principal and
Surety, or by Principal individually if Principal is an individual, this 23rd day of MARCH, 2021.

Principal Seal

Amtrac railroad Contractors of Maryland, Inc.

(Name of Principal)

By Jacqueline L. Manzini
(Must be President, Vice President, or
Duly Authorized Agent)

Jacqueline L. Manzini, President

(Title)

Surety Seal

Ohio Farmers Insurance Company

(Name of Surety)

S. Annette Mullet

Attorney-in-Fact
S. Annette Mullet, 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.**

General
Power
of Attorney

**Westfield Insurance Co.
Westfield National Insurance Co.
Ohio Farmers Insurance Co.**
Westfield Center, Ohio

CERTIFIED COPY

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint
S. ANNETTE MULLET

of WESTFIELD and State of IN its true and lawful Attorney(s)-in-Fact, 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-

LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be It Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive 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:

The 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 of indemnity and other conditional or obligatory undertakings 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 as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"Be It Further Resolved, that the signature of any such designated person and the 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 signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their National Surety Leader and Senior Executive and their corporate seals to be hereto affixed this 02nd day of JANUARY A.D., 2020 .

Corporate
Seals
Affixed



WESTFIELD INSURANCE COMPANY
WESTFIELD NATIONAL INSURANCE COMPANY
OHIO FARMERS INSURANCE COMPANY

By: **Gary W. Stumper, National Surety Leader and Senior Executive**

State of Ohio
County of Medina ss.:

On this 02nd day of JANUARY A.D., 2020 , before me personally came **Gary W. Stumper** to me known, who, being by me duly sworn, did depose and say, that he resides in **Hartford, CT**; that he is **National Surety Leader and Senior Executive** of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial
Seal
Affixed



David A. Kotnik, Attorney at Law, Notary Public
My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

State of Ohio
County of Medina ss.:

I, **Frank A. Carrino**, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS 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; and 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 Westfield Center, Ohio, this **23rd** day of **MARCH** A.D., **2021**



Frank A. Carrino, Secretary

State of West Virginia
Purchasing Division

CERTIFIED DRUG-FREE WORKPLACE REPORT COVERSHEET

In accordance with *West Virginia 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. That report must include each of the items identified below in the Required Report Content section.

Instructions: Vendor should complete this coversheet, attach it to the required report, and submit it to the appropriate location as follows: For contracts more than \$25,000, the report should be mailed to the West Virginia Purchasing Division at 2019 Washington Street East, Charleston, WV 25305. For contracts of \$25,000 or less, the vendor should mail the report to the public authority issuing the contract.

Contract Identification:

Contract Number: RMA2100000040

Contract Purpose: Tie Installation and Tamping on SBVR

Agency Requesting Work: State of West Virginia - Department of Administration Purchasing Division

Required Report Content: The attached report must include each of the items listed below. The vendor should check each box as an indication that the required information has been included in the attached report.

- Information indicating the education and training service to the requirements of *West Virginia Code* § 21-1D-5 was provided;
- Name of the laboratory certified by the United States Department of Health and Human Services or its successor that performs the drug tests;
- Average number of employees in connection with the construction on the public improvement;
- 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 Contact Information:

Vendor Name: Amtrac Railroad Contractors of Md., Inc.

Vendor Telephone: 301-797-3730

Vendor Address: 9436 Earley Drive

Vendor Fax: 301-797-3740

Hagerstown, Md 21740

Vendor E-Mail: Rlashway@amtracmd.com



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

STATE OF ~~WEST VIRGINIA~~, Maryland

COUNTY OF Washington, **TO-WIT:**

I, Robert L. Matthews, after being first duly sworn, depose and state as follows:

1. I am an employee of Amtrac Railroad Contractors of Md., Inc.; and,
(Company Name)
2. I do hereby attest that Amtrac Railroad Contractors of Md. Inc.
(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**.

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

Printed Name: Robert L. Matthews

Signature: 

Title: Vice President

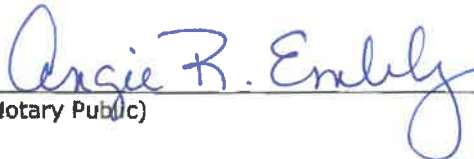
Company Name: Amtrac Railroad Contractors of Md., Inc.

Date: March 22, 2021

Taken, subscribed and sworn to before me this 22nd day of March, 2021.

By Commission expires December 30, 2021

(Seal)


(Notary Public)

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

CONSTRUCTION CONTRACTS: Under W. Va. Code § 5-22-1(i), the contracting public entity shall not award a construction contract to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees.

ALL OTHER CONTRACTS: 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 exceeds 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: (1) for construction contracts, the vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, 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.

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: Amtrac Railroad Contractors of Md., Inc.

Authorized Signature: _____ Date: March 22, 2021

State of Maryland

County of Washington, to-wit:

Taken, subscribed, and sworn to before me this 22nd day of March, 2021.

My Commission expires December 30, 2021, 20 .

AFFIX SEAL HERE

NOTARY PUBLIC

