



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

# Request for Quotation

RFQ NUMBER
<b>RMA70003</b>

PAGE
<b>1</b>

ADDRESS CORRESPONDENCE TO ATTENTION OF:
<b>KRISTA FERRELL 304-558-2596</b>

RFQ COPY  
 TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
<b>07/26/2006</b>				

BID OPENING DATE: **08/30/2006** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	EA		968-27		
<p>THE WEST VIRGINIA STATE RAIL AUTHORITY (SRA) WISHES</p> <p>REQUEST FOR QUOTATION</p> <p>THE WEST VIRGINIA PURCHASING DIVISION FOR THE AGENCY, THE WEST VIRGINIA STATE RAIL AUTHORITY IS SOLICITING BIDS TO PROVIDE THE AGENCY WITH THE INSTALLATION/ REPLACEMENT OF CULVERTS AND PLACEMENT OF RIP-RAP AND BALLAST ON ITS WEST VIRGINIA CENTRAL RAILROAD PER THE ATTACHED SPECIFICATIONS.</p> <p>A MANDATORY PRE-BID MEETING IS SCHEDULED FOR 08/10/2006 AT THE PARKING LOT OF THE INN AT SNOWSHOE RESORT WHICH IS LOCATED AT THE BASE OF SNOWSHOE MOUNTAIN ON WV ROUTE 66. THIS MEETING WILL INCLUDE AN INSPECTION TRIP OF THE PORTION OF THE RAILROAD THAT IS TO RECEIVE THE CULVERTS AND STONE. BIDDERS MUST PROVIDE THEIR OWN HY-RAIL EQUIPMENT OR MAKE ARRANGEMENTS WITH OTHER POTENTIAL VENDORS TO RIDE WITH THEM. IF A VENDOR COMES TO THE PRE-BID WITHOUT MAKING PRIOR ARRANGEMENTS FOR HY-RAIL ACCESS AND THERE ARE NO AVAILABLE SEATS, THE CONTRACTOR WILL BE UNABLE TO INSPECT THE TRACK AND THUS WILL BE UNABLE TO BID ON THIS PROJECT. CONTRACTORS WISHING TO ATTEND MUST PRE-REGISTER WITH KRISTA FERRELL AT THE WEST VIRGINIA PURCHASING DIVISION EMAIL AT: KFERRELL@WVADMIN.GOV OR BY VIA FAX AT 558-4115.</p> <p>QUESTIONS PRIOR TO THE PREBID INSPECTION MUST BE SUBMITTED IN WRITING TO KRISTA FERRELL AT THE ABOVE</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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**GENERAL TERMS & CONDITIONS  
REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)**

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. All quotations are governed by the *West Virginia Code* and the *Legislative Rules* of the Purchasing Division.
4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125.00 registration fee.
5. All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the term of the Purchase Order/Contract, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
6. Payment may only be made after the delivery and acceptance of goods or services.
7. Interest may be paid for late payment in accordance with the *West Virginia Code*.
8. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
9. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
11. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
12. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, this contract is automatically null and void, and is terminated without further order.
14. **HIPAA Business Associate Addendum** - The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Covered Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.

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**INSTRUCTIONS TO BIDDERS**

1. Use the quotation forms provided by the Purchasing Division.
2. **SPECIFICATIONS:** Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Complete all sections of the quotation form.
4. Unit prices shall prevail in cases of discrepancy.
5. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
6. **BID SUBMISSION:** All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications.

**SIGNED BID TO:**

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



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<b>2</b>

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<p>EMAIL/FAX AND WILL BE ADDRESSED AT THE MEETING.</p> <p>VENDORS FAILING TO ATTEND THE MANDATORY PRE-BID MEETING WILL BE DISQUALIFIED FROM BIDDING. NO ONE PERSON CAN REPRESENT MORE THAN ONE BIDDER.</p> <p>EXHIBIT 5</p> <p>NOTICE TO PROCEED: THIS CONTRACT IS TO BE COMPLETED BY JUNE 30, 2006. UNLESS OTHERWISE SPECIFIED, THE FULLY EXECUTED PURCHASE ORDER WILL BE CONSIDERED NOTICE TO PROCEED.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE MATERIALS OR WORKMANSHIP SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM WITH THE SPECIFICATIONS OF THE BID AND CONTRACT HERE IN.</p> <p>WAGE RATES: THE CONTRACTOR WILL USE HEAVY AND HIGHWAY CONSTRUCTION RATES AS ESTABLISHED FOR POCAHONTAS COUNTY. THESE RATES ARE PURSUANT TO WV CODE 21-5A ET. SEQ. AND ARE AVAILABLE AT <a href="http://WWW.WVSOS.COM/ADLAW/WAGERATES/HEAVYHIGHWAY04.HTM">WWW.WVSOS.COM/ADLAW/WAGERATES/HEAVYHIGHWAY04.HTM</a>. CONTRACTOR WILL SUBMIT CERTIFIED PAYROLLS TO SRA.</p> <p>ARBITRATION: ANY REFERENCES MADE TO ARBITRATION OR INTEREST FOR PAYMENTS DUE (EXCEPT FOR ANY INTEREST REQUIRED BY STATE LAW) CONTAINED IN THIS CONTRACT OR IN ANY AMERICAN INSTITUTE OF ARCHITECTS DOCUMENTS PERTAINING TO THIS CONTRACT ARE HEREBY DELETED.</p> <p>WORKERS' COMPENSATION: VENDOR IS REQUIRED TO PROVIDE</p>						

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<p>A CERTIFICATE FROM WORKERS' COMPENSATION IF SUCCESSFUL.</p> <p>ALL OF THE ITEMS CHECKED BELOW WILL BE A REQUIREMENT OF THIS CONTRACT:</p> <p>(XX) INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF COMMERCIAL GENERAL LIABILITY INSURANCE PRIOR TO ISSUANCE OF CONTRACT. UNLESS OTHERWISE SPECIFIED IN THE BID DOCUMENTS, THE MINIMUM AMOUNT OF INSURANCE COVERAGE REQUIRED IS \$250,000.</p> <p>( ) BUILDERS RISK INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF BUILDERS RISK - ALL RISK INSURANCE IN AN AMOUNT EQUAL TO 100% OF THE AMOUNT OF THE CONTRACT.</p> <p>(XX) BONDS: FIVE PERCENT (5%) OF THE TOTAL AMOUNT OF THE BID PAYABLE TO THE STATE OF WEST VIRGINIA, SHALL BE SUBMITTED WITH EACH BID AS A BID BOND. THE SUCCESSFUL BIDDER SHALL ALSO FURNISH A PERFORMANCE BOND AND LABOR/MATERIAL BOND FOR 100% OF THE AMOUNT OF THE CONTRACT. BONDS MAY BE PROVIDED IN THE FORM OF A CERTIFIED CHECK, IRREVOCABLE LETTER OF CREDIT, OR BOND FURNISHED BY A SOLVENT SURETY COMPANY AUTHORIZED TO DO BUSINESS IN THE STATE OF WEST VIRGINIA. A LETTER OF CREDIT SUBMITTED IN LIEU OF A PERFORMANCE AND LABOR &amp; MATERIAL BOND WILL ONLY BE ALLOWED FOR PROJECTS UNDER \$100,000. PERSONAL OR BUSINESS CHECKS ARE NOT ACCEPCTABLE IN LIEU OF THE 5% BID BOND, PERFORMANCE BOND, OR LABOR AND MATERIAL BOND.</p> <p>( ) MAINTENANCE BOND: A TWO (2) YEAR MAINTENANCE BOND COVERING THE ROOFING SYSTEM WILL BE A REQUIREMENT OF THE SUCCESSFUL VENDOR.</p> <p>REV. 11/00</p>						

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	<p><b>EXHIBIT 7</b></p> <p><b>DOMESTIC ALUMINUM, GLASS &amp; STEEL IN PUBLIC WORKS PROJECTS</b></p> <p>IN ACCORDANCE WITH WEST VIRGINIA CODE 5-19-1 ET., SEQ., EVERY CONTRACT FOR CONSTRUCTION, RECONSTRUCTION, ALTERATION, REPAIR, IMPROVEMENT OR MAINTENANCE OF PUBLIC WORKS, WHERE THE COST IS MORE THAN \$50,000 AND, IN THE CASE OF STEEL ONLY, WHERE THE COST OF STEEL IS MORE THAN \$50,000 OR WHERE MORE THAN 10,000 POUNDS OF STEEL ARE REQUIRED, THE STATE WILL ACCEPT ONLY ALUMINUM GLASS, OR STEEL PRODUCTS PRODUCED IN THE UNITED STATES. IN ADDITION, ITEMS OF MACHINERY OR EQUIPMENT PURCHASED FOR USE AT THE SITE OF PUBLIC WORKS SHALL BE MADE OF DOMESTIC ALUMINUM, GLASS OR STEEL, UNLESS THE COST OF THE PRODUCT IS LESS THAN \$50,000 OR LESS THAN 10,000 POUNDS OF STEEL ARE USED IN PUBLIC WORKS PROJECTS.</p> <p>FOREIGN MADE ALUMINUM, GLASS OR STEEL PRODUCTS MAY BE ACCEPTED ONLY IF THE COST OF DOMESTIC PRODUCTS IS FOUND TO BE UNREASONABLE. SUCH COST IS UNREASONABLE IF IT IS 20% OR MORE HIGHER THAN THE BID PRICE FOR FOREIGN MADE PRODUCTS. IF THE DOMESTIC ALUMINUM, GLASS OR STEEL PRODUCTS TO BE SUPPLIED OR PRODUCED IN A "SUBSTANTIAL LABOR SURPLUS AREA", AS DEFINED BY THE UNITED STATES DEPARTMENT OF LABOR, FOREIGN PRODUCTS MAY BE SUPPLIED ONLY IF DOMESTIC PRODUCTS ARE 30% OR MORE HIGHER IN PRICE THAN THE FOREIGN MADE PRODUCTS.</p> <p>IF, PRIOR TO THE AWARD OF A CONTRACT UNDER THE ABOVE PROVISIONS, THE SPENDING OFFICER OF THE SPENDING UNIT DETERMINES THAT THERE EXISTS A BID FOR LIKE FOREIGN ALUMINUM, GLASS OR STEEL THAT IS REASONABLE AND LOWER THAN THE LOWEST BID DOMESTIC PRODUCTS, THE SPENDING</p>					

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WV STATE RAIL AUTHORITY  
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<p>OFFICE MAY REQUEST, IN WRITING, A REEVALUATION AND REDUCTION IN THE LOWEST BID FOR SUCH DOMESTIC PRODUCTS. ALL VENDORS MUST INDICATE IN THEIR BID IF THEY ARE SUPPLYING FOREIGN ALUMINUM, GLASS OR STEEL.</p> <p>REV. 3/88</p> <p>EXHIBIT 9</p> <p>NOTICE FOR ISSUANCE &amp; ACKNOWLEDGEMENT OF CONSTRUCTION PROJECT ADDENDA</p> <p>THE ARCHITECT/ENGINEER AND/OR AGENCY SHALL BE REQUIRED TO ABIDE BY THE FOLLOWING SCHEDULE IN ISSUING CONSTRUCTION PROJECT ADDENDA FOR STATE AGENCIES:</p> <p>(1) THE ARCHITECT/ENGINEER SHALL PREPARE THE ADDENDUM AND A LIST OF ALL PARTIES THAT HAVE PROCURED DRAWINGS AND SPECIFICATIONS FOR THE PROJECT. THE ADDENDUM AND LIST SHALL BE FORWARDED TO THE BUYER IN THE STATE PURCHASING DIVISION. THE ARCHITECT/ENGINEER SHALL ALSO SEND A COPY OF THE ADDENDUM TO THE STATE AGENCY FOR WHICH THE CONTRACT IS ISSUED.</p> <p>(2) THE BUYER SHALL SEND THE ADDENDUM TO ALL INTERESTED PARTIES AND, IF NECESSARY, EXTEND THE BID OPENING DATE. ANY ADDENDUM SHOULD BE RECEIVED BY THE BUYER WITHIN FOURTEEN (14) DAYS PRIOR TO THE BID OPENING DATE.</p> <p>(3) ALL ADDENDA SHOULD BE FORMALLY ACKNOWLEDGED BY ALL BIDDERS AND SUBMITTED TO THE STATE PURCHASING DIVISION AND THE STATE AUDITOR'S OFFICE. THE SAME RULES AND REGULATIONS THAT APPLY TO THE ORIGINAL BIDDING DOCUMENT SHALL ALSO APPLY TO AN ADDENDUM DOCUMENT. THE ONLY</p>						

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<p>EXCEPTION MAY BE FOR AN ADDENDUM THAT IS ISSUED FOR THE SOLE PURPOSE OF CHANGING A BID OPENING TIME AND/OR DATE.</p> <p>REV. 11/96</p> <p>EXHIBIT 10</p> <p>ADDENDUM ACKNOWLEDGEMENT</p> <p>I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.</p> <p>ADDENDUM NOS.:</p> <p>NO. 1 .....</p> <p>NO. 2 .....</p> <p>NO. 3 .....</p> <p>NO. 4 .....</p> <p>NO. 5 .....</p> <p>I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF THE BIDS.</p> <p>.....SIGNATURE</p> <p>.....COMPANY</p> <p>.....DATE</p>						

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### Request for Quotation

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ADDRESS CORRESPONDENCE TO ATTENTION OF  
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304-558-2596**

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**WV STATE RAIL AUTHORITY  
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<p>ANY INFORMATION PROVIDED IN SPECIFICATION MANUALS, OR ANY OTHER SOURCE, VERBAL OR WRITTEN, WHICH CONTRADICTS OR ALTERS THE INFORMATION PROVIDED FROM THE SOURCES AS DESCRIBED IN THE ABOVE PARAGRAPH IS VOID AND OF NO EFFECT.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.</p> <p>REV. 1/2005</p> <p style="text-align: center;"><b>NOTICE</b></p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p style="text-align: center;">DEPARTMENT OF ADMINISTRATION          PURCHASING DIVISION          BUILDING 15          2019 WASHINGTON STREET, EAST          CHARLESTON, WV 25305-0130</p> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER: 21</p> <p>REQ. NO.: RMA70003</p> <p>BID OPENING DATE: 08/30/2006</p>						

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LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
BID OPENING TIME:				1:30 PM		
PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:						
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PLEASE PRINT OR TYPE NAME OF PERSON TO CONTACT CONCERNING THIS QUOTE:						
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***** THIS IS THE END OF RFQ RMA70003 ***** TOTAL:						_____

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## REQUEST FOR QUOTATION

The West Virginia Purchasing Division for the agency, The West Virginia State Rail Authority (SRA) is soliciting bids for the installation/replacement of culverts and placement of rip-rap and ballast on its West Virginia Central Railroad (WVCR).

### DESCRIPTION OF WORK

The attached map has numbered areas that indicate locations of culverts. It also shows washout areas. The following is a description of the culvert sizes and depths.

Location	Description
1	Replace existing 24 inch culvert - 20 ft long
2	Replace existing 24 inch culvert - 40 ft long
3	Replace 2 culverts with 1 - 48 inch culvert - 30 ft long - 8 ft deep
4	Replace existing 24 inch culvert - 20 ft long - 5 ft deep
5	Replace existing 24 inch culvert - 20 ft long - 5 ft deep
6	NEW 24 inch culvert - 20 ft long - 3 ft deep
7	NEW 24 inch culvert - 20 ft long - 4 ft deep
8	Replace existing 24 inch culvert - 20 ft long - 5 ft deep
9	Replace existing 24 inch culvert - 20 ft long - 5 ft deep
10	Replace existing 24 inch culvert - 20 ft long - 4 ft deep
11	Replace existing 18 inch culvert - 20 ft long - 4 ft deep
12	Replace existing 24 inch culvert - 20 ft long - 3 ft deep
13	Replace existing 24 inch culvert - 20 ft long - 3 ft deep
14	Replace existing 24 inch culvert - 20 ft long - 4 ft deep
15	Replace existing 24 inch culvert - 20 ft long - 4 ft deep
16	Replace existing 24 inch culvert - 20 ft long - 3 ft deep
17	Replace existing 24 inch culvert - 20 ft long - 4 ft deep
18	Replace existing 24 inch culvert - 20 ft long - 3 ft deep

19	NEW 24 inch culvert – 20 ft long – 3 ft deep
20	NEW 36 inch culvert – 40 ft long – 5 ft deep
21	NEW 24 inch culvert – 20 ft long – 4 ft deep
22	Replace existing 24 inch culvert – 20 ft long – 4 ft deep
23	Replace existing 24 inch culvert – 40 ft long – 5 ft deep
24	Replace existing 24 inch culvert – 30 ft long – 8 ft deep
25	Replace existing 24 inch culvert – 20 ft long – 5 ft deep
26	Replace existing 24 inch culvert – 40 ft long – 8 ft deep
27	NEW 18 inch culvert – 20 ft long – 4 ft deep
28	NEW 24 inch culvert – 20 ft long – 4 ft deep
29	Replace existing 24 inch culvert – 40 ft long – 10 ft deep
30	Replace existing 24 inch culvert – 20 ft long – 4 ft deep
31	Replace existing 24 inch culvert – 20 ft long – 4 ft deep
32	Replace existing 24 inch culvert – 20 ft long – 4 ft deep
33	Replace existing 24 inch culvert – 40 ft long – 12 ft deep
34	Replace existing 24 inch culvert – 20 ft long – 6 ft deep
35	Replace existing 24 inch culvert – 20 ft long – 5 ft deep
36	Replace existing 24 inch culvert – 20 ft long – 4 ft deep
37	Replace existing 24 inch culvert – 20 ft long – 2 ft deep
38	Replace existing 36 inch culvert – 60 ft long – 20 ft deep
39	Replace existing 24 inch culvert – 40 ft long – 7 ft deep
40	Replace existing 24 inch culvert – 20 ft long – 4 ft deep
41	Replace existing 24 inch culvert – 20 ft long – 5 ft deep
42	Replace existing 24 inch culvert – 20 ft long – 5 ft deep
43	Replace existing 24 inch culvert – 20 ft long – 4 ft deep

- 44 Replace existing 24 inch culvert – 20 ft long – 3 ft deep
- 45 Replace existing 24 inch culvert – 20 ft long – 2 ft deep
- 46 Replace existing 24 inch culvert – 20 ft long – 4 ft deep
- 47 Replace old concrete culverts with 24 inch – 20 ft – 5 ft deep
- 48 Replace existing 24 inch culvert – 40 ft long – 10 ft deep
- 49 NEW 36 inch culvert – 60 ft long – 15 ft deep
- 50 Replace existing 36 inch culvert – 60 ft long – 15 ft deep
- 51 Replace existing 24 inch culvert – 30 ft long – 6 ft deep
- 52 NEW 36 inch culvert – 40 ft long – 15 ft deep
- 53 NEW 36 inch culvert – 40 ft long – 15 ft deep
- 54 Replace existing 24 inch culvert – 20 ft long – 2 ft deep
- 55 Replace existing 24 inch culvert – 20 ft long – 2 ft deep
- 56 Replace existing 24 inch culvert – 40 ft long – 10 ft deep
- 57 Replace existing 36 inch culvert – 60 ft long – 15 ft deep
- 58 Replace existing 24 inch culvert – 20 ft long – 2 ft deep
- 59 Replace existing 36 inch culvert – 80 ft long – 30 ft deep
- 60 Replace existing 24 inch culvert – 20 ft long – 1 ft deep
- 61 Replace existing 24 inch culvert – 20 ft long – 2 ft deep
- 62 Replace existing 36 inch culvert – 40 ft long – 15 ft deep
- 63 NEW 24 inch culvert – 40 ft long – 10 ft deep
- 64 Replace existing 24 inch culvert – 60 ft long – 18 ft deep
- 65 Replace existing 24 inch culvert – 20 ft long – 3 ft deep
- 66 Replace existing 36 inch culvert – 40 ft long – 15 ft deep
- 67 Replace existing 36 inch culvert – 40 ft long – 15 ft deep
- 68 Replace existing 36 inch culvert – 60 ft long – 20 ft deep

69	NEW 24 inch culvert – 20 ft long – 6 ft deep
70	Replace existing 24 inch culvert – 40 ft long – 6 ft deep
71	Replace existing 24 inch culvert – 20 ft long – 3 ft deep
72	Replace existing 24 inch culvert – 20 ft long – 3 ft deep
73	Replace existing 24 inch culvert – 20 ft long – 1 ft deep
74	Replace existing 36 inch culvert – 40 ft long – 10 ft deep
75	NEW 36 inch culvert – 30 ft long – 10 ft deep
76	Replace existing 24 inch culvert – 20 ft long – 4 ft deep
77	Replace existing 36 inch culvert – 40 ft long – 10 ft deep
78	Replace existing 36 inch culvert – 40 ft long – 20 ft deep
79	Replace existing 24 inch culvert – 20 ft long – 5 ft deep
80	Replace existing 24 inch culvert – 20 ft long – 20 ft deep

Total of 80 culverts for replacement or new installation.

### **BALLAST & RIP RAP PLACEMENT**

Wash out #1 – This location needs ballast placed to stabilize track. Length is approximately 565 ft.

Wash out #2 – This location needs ballast placed to stabilize track. Length is approximately 457 ft.

Wash out #3 – This location needs ballast placed to stabilize track. Length is approximately 357 ft.

Wash out #4 - This location needs ballast placed to stabilize track. Length is approximately 707 ft.

Wash out #5 - This location needs ballast placed to stabilize track. Length is approximately 123 ft.

Wash out #6 - This location needs ballast placed to stabilize track. Length is approximately 483 ft.

Wash out #7 – This location needs ballast placed to stabilize track. Length is approximately 323 ft.  
Total Ballast estimate: 2,500 tons

Rip Rap needs to be placed in seven locations where bank has been washed out.  
Estimated: 3,500 tons

**CONDUCT OF WORK**

This section of track is out of service so there will be no train traffic at any time during the project. An SRA employee will be assigned to the contractor as our employee in charge. This employee will verify the material totals and assure the contract is being performed according to the specifications listed in the purchase order.

Work will be subject to inspection by the SRA and WVCR.

Contractor will use Heavy and Highway Construction Rates as established for Pocahontas County. These rates are pursuant to WV Code 21-5A, et., seq. and are available at [www.wvsos.com/adlaw/wagerates/heavyhighway04.htm](http://www.wvsos.com/adlaw/wagerates/heavyhighway04.htm). Contractor will be responsible for submitting certified payrolls to the SRA.

**MATERIALS**

Contractor will provide all materials and equipment required for this project.

Ballast shall be crushed stone or crushed slag and shall conform to the current AREMA “Specifications of Prepared Stone, Slag and Gravel Ballast.” Size of ballast shall be AREMA #3 as indicated below:

Size of Opening	Percent Passing by Weight
2 1/2”	100
2”	90 – 100
1 1/2”	35 – 70
1”	0 – 15
1/2”	0 – 5

Stone for rip-rap shall consist of field stone or rough unhewn quarry stone as nearly rectangular as possible. Stone shall be from 10 to 36 inches.

Culvert pipe will be polyethylene pipe with smooth interior.

**COMPLETION DATE**

All work must be completed by June 30, 2007. The cost to the SRA for the administration of the contract as well as for train delays that will be incurred by the WVCR after that

date make if necessary for the agency to access liquidated damages against the contractor for each calendar day any work remains uncompleted after that date. The charge will be \$500 per day.

### **BID REQUIREMENTS**

Contractor **MUST** have previous experience in railroad maintenance.

A mandatory pre-bid meeting will be held on August 10, 2006 at 10:00 am. Everyone will meet at the parking lot of the Inn at Snowshoe, which is located on WV Route 66 at the base of Snowshoe Mountain. This meeting includes an inspection trip of the portion of railroad that is to receive the culverts and stone. Bidders must provide their own hy-rail equipment or make arrangements with other potential vendors to ride with them. If a vendor comes to the pre-bid without making prior arrangements for hy-rail access and there are no available seats, the contractor will be unable to inspect the track and thus will be unable to bid on this project. Contractors wishing to attend must inform Krista Ferrell via email at [kferrell@wvadmin.gov](mailto:kferrell@wvadmin.gov) or by fax at 558-4115 no later than August 6, 2006 at 4:30 pm. Questions prior to the prebid inspection must be submitted in writing to Krista Ferrell at the above email/fax and will be addressed at the meeting.



## PRICING SHEET RMA70003

The quantity of culverts and stone will be used only for estimating purposes. The actual scope of work will be issued to the contractor on a written state contract order (Form number WV-39). The awarded unit costs will be used to determine the cost of the actual scope of work authorized.

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

**Rip-Rap Placement:**

Estimated quantity 3,500 tons x unit cost \$ \_\_\_\_\_ per ton =  
\$ \_\_\_\_\_

**Ballast Placement:**

Estimated quantity 2,500 tons x unit cost \$ \_\_\_\_\_ per ton =  
\$ \_\_\_\_\_

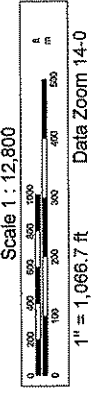
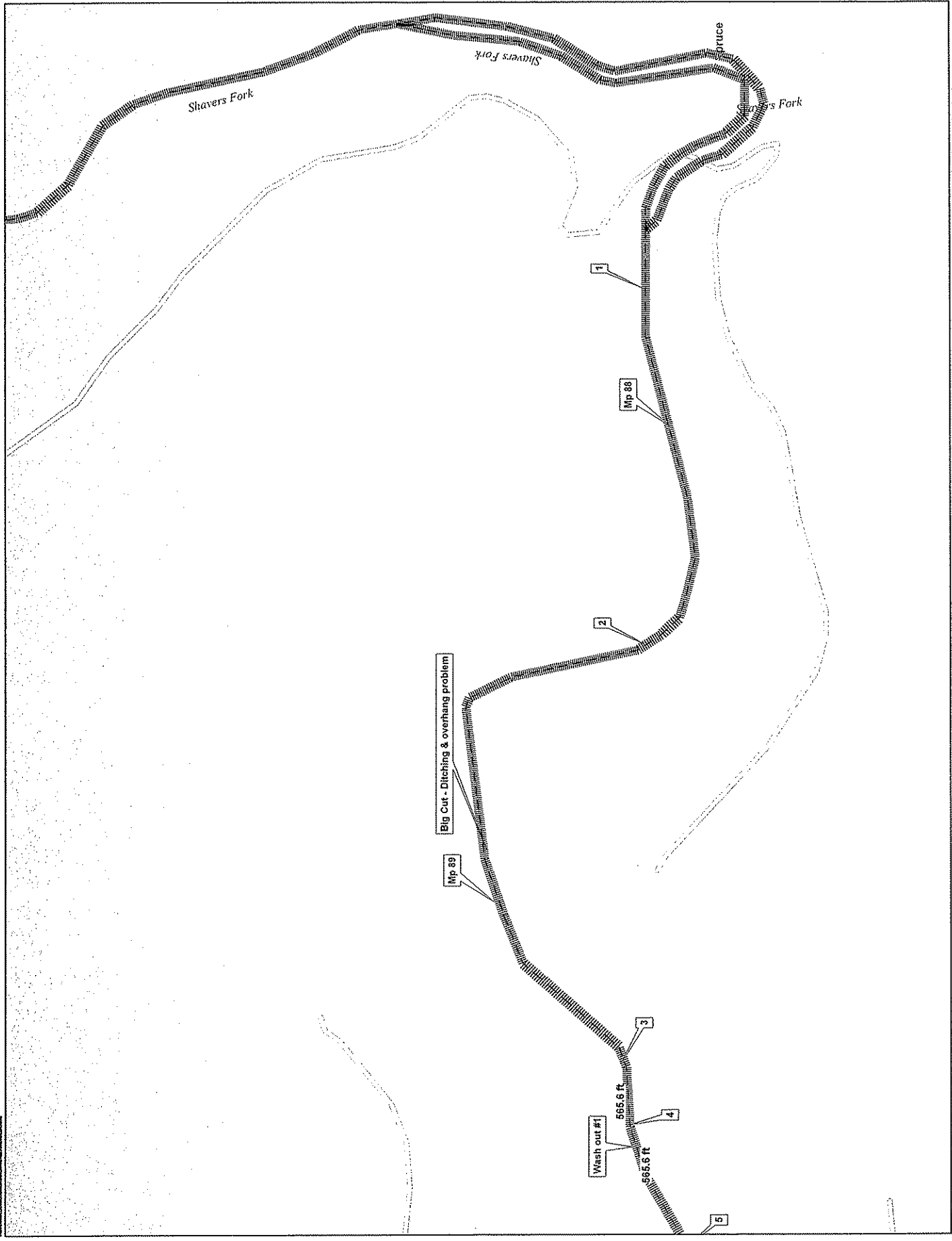
**Culvert replacement:**

Estimated quantity 2,350 ft x unit cost \$ \_\_\_\_\_ per foot =  
\$ \_\_\_\_\_

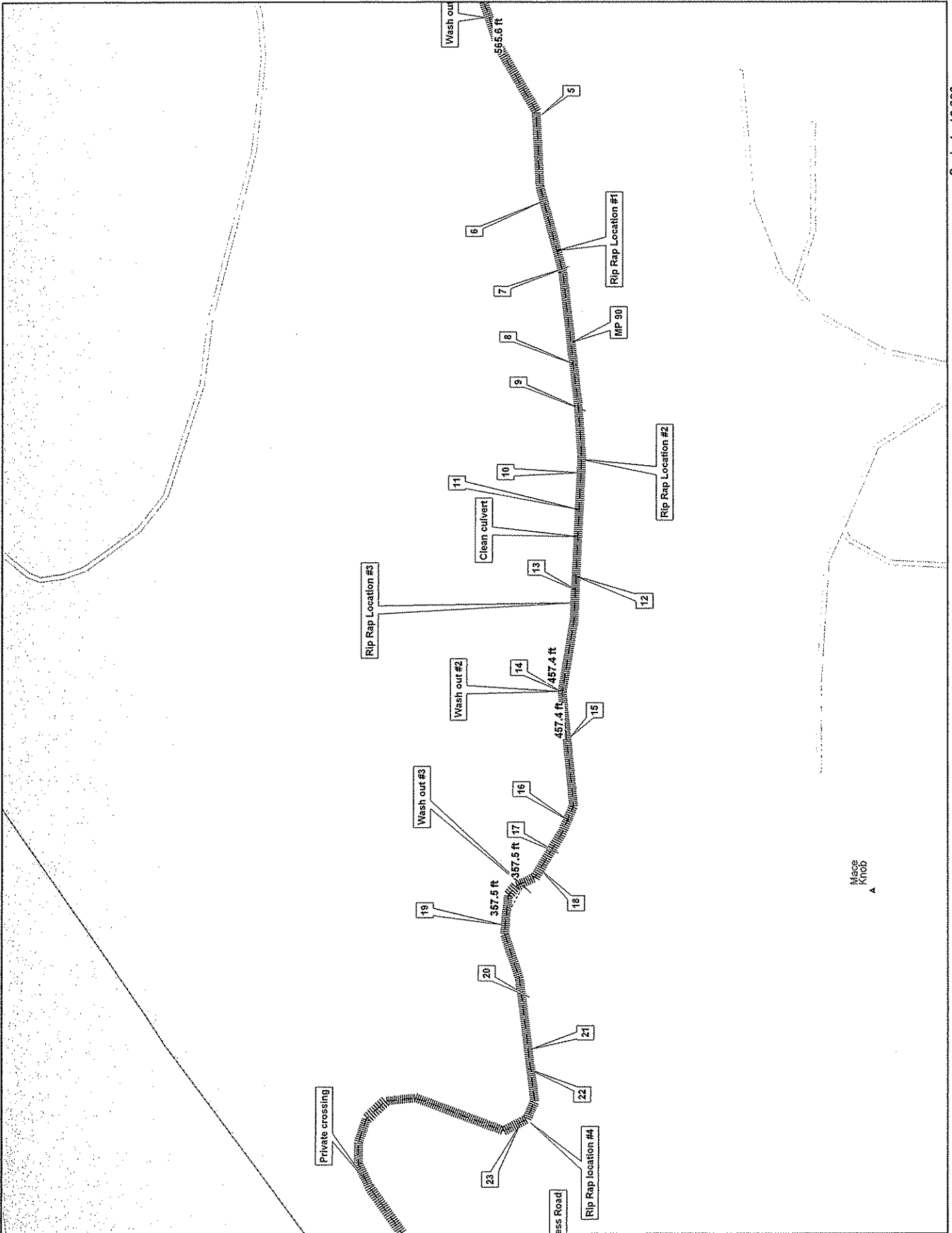
**Mobilization:**

Estimated quantity 1 trip x unit cost \$ \_\_\_\_\_ per trip =  
\$ \_\_\_\_\_

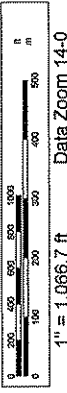
TOTAL COST OF ESTIMATED AMOUNTS \$ \_\_\_\_\_



TN  
MN (E.S.V)

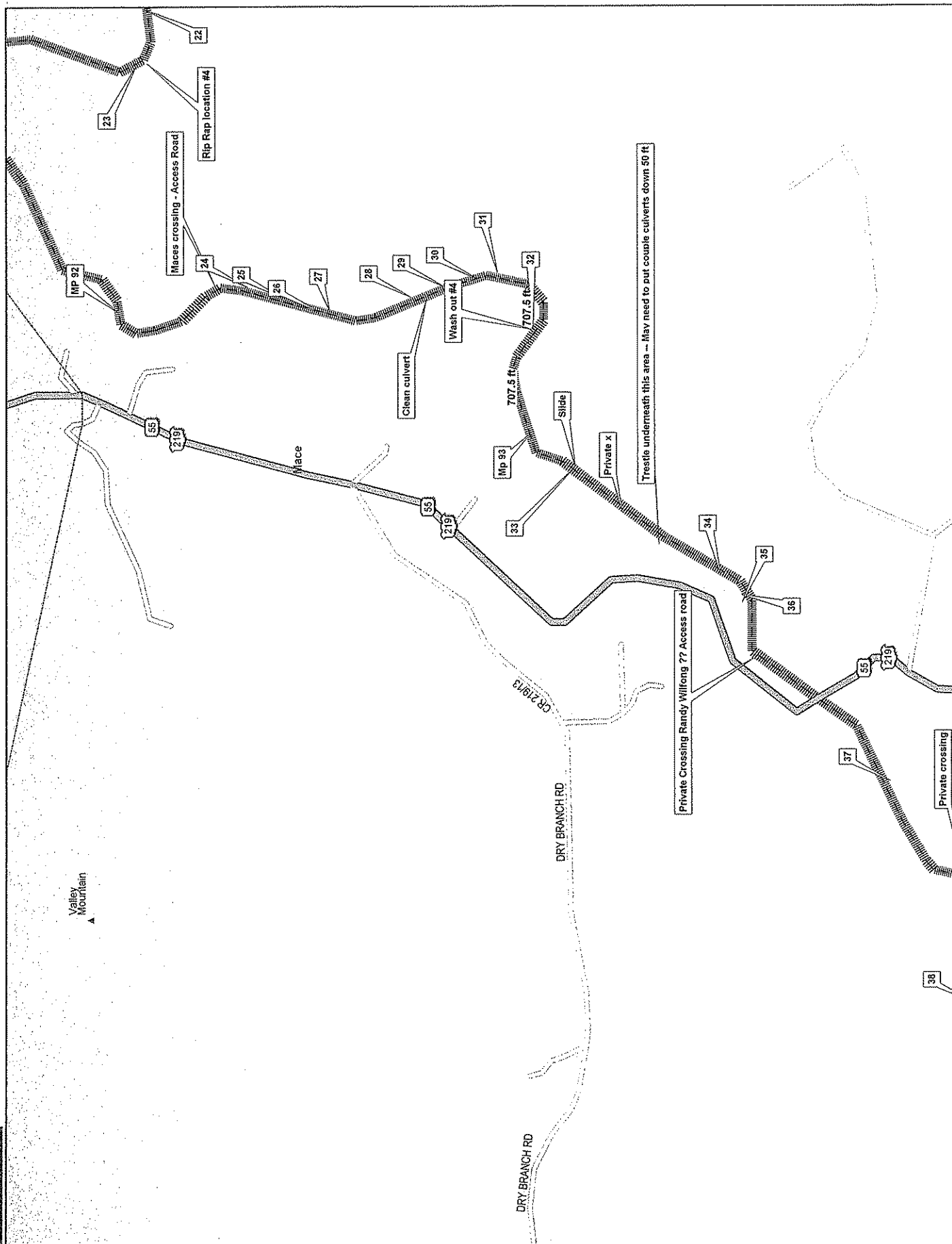


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Data Zoom 14-0



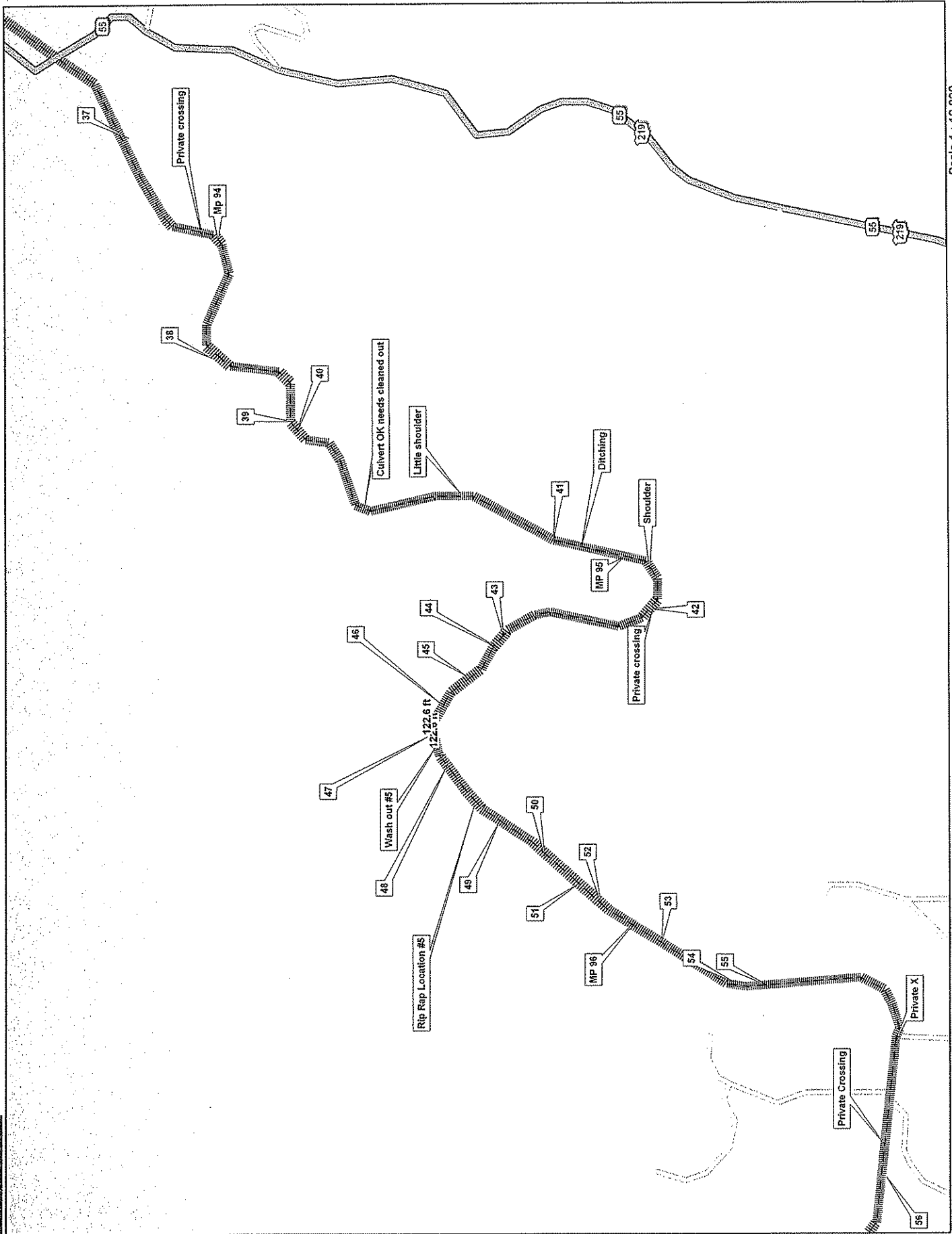


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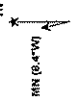


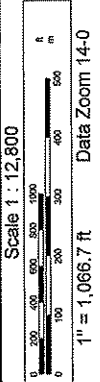
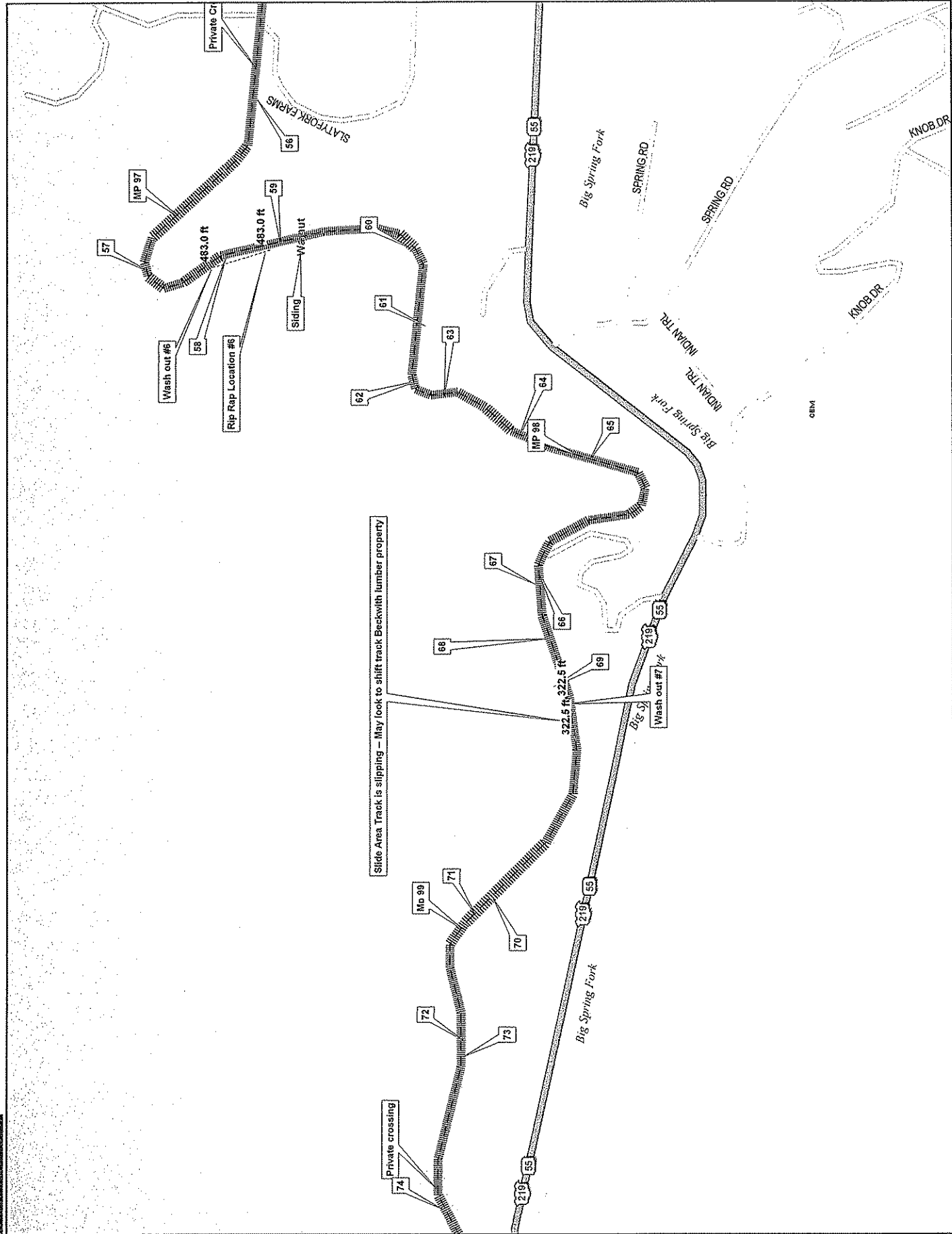
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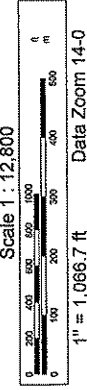
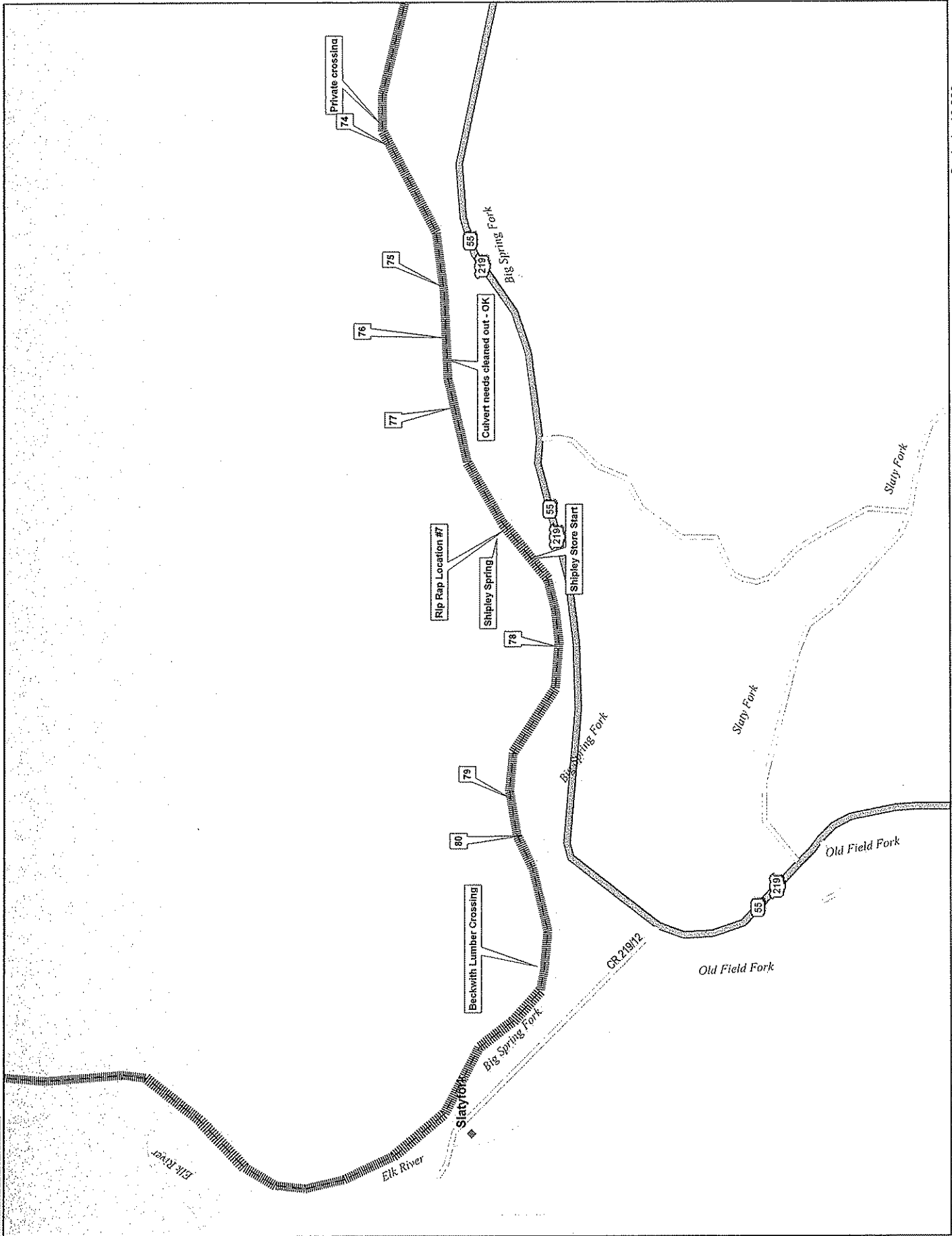




Scale 1 : 12,800







BID BOND

023

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, \_\_\_\_\_  
of \_\_\_\_\_, as Principal, and \_\_\_\_\_  
of \_\_\_\_\_, a corporation organized and existing under the laws of the State of \_\_\_\_\_  
with its principal office in the City of \_\_\_\_\_, as Surety, are held and firmly bound unto the State  
of West Virginia, as Obligee, in the penal sum of \_\_\_\_\_ (\$ \_\_\_\_\_) 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  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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 Obligee may accept such bid, and said Surety does hereby  
waive notice of any such extension.

IN WITNESS WHEREOF, Principal and Surety have hereunto set their hands and seals, and such of them as are corporations  
have caused their corporate seals to be affixed hereunto and these presents to be signed by their proper officers, this  
\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Principal Corporate Seal

\_\_\_\_\_  
(Name of Principal)

By \_\_\_\_\_  
(Must be President or  
Vice President)

\_\_\_\_\_  
(Title)

Surety Corporate Seal

\_\_\_\_\_  
(Name of Surety)

\_\_\_\_\_  
Attorney-in-Fact

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



BID BOND PREPARATION INSTRUCTIONS

024

AGENCY (A)  
RFQ/RFP# (B)

Bid Bond

- (A) WV State Agency  
(Stated on Page 1 "Spending Unit")  
Request for Quotation Number (upper  
right corner of page #1)
  - (C) Your Company Name
  - (D) City, Location of your Company
  - (E) State, Location of your Company
  - (F) Surety Corporate Name
  - (G) City, Location of Surety
  - (H) State, Location of Surety
  - (I) State of Surety Incorporation
  - (J) City of Surety Incorporation
  - (K) Minimum amount of acceptable bid  
bond is 5% of total bid. You may state  
"5% of bid" or a specific amount on  
this line in words.
  - (L) Amount of bond in figures
  - (M) Brief Description of scope of work
  - (N) Day of the month
  - (O) Month
  - (P) Year
  - (Q) Name of Corporation
  - (R) Raised Corporate Seal of Principal
  - (S) Signature of President or Vice  
President
  - (T) Title of person signing
  - (U) Raised Corporate Seal of Surety
  - (V) Corporate Name of Surety
  - (X) Signature of Attorney in Fact of the  
Surety
- NOTE: Dated, Power of Attorney with Raised  
Surety Seal must accompany this bid  
bond.

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned,  
\_\_\_\_\_(C)\_\_\_\_\_ of \_\_\_\_\_(D)\_\_\_\_\_, \_\_\_\_\_(E)\_\_\_\_\_  
as Principal, and \_\_\_\_\_(F)\_\_\_\_\_ of \_\_\_\_\_(G)\_\_\_\_\_,  
\_\_\_\_\_(H)\_\_\_\_\_, a corporation organized and existing under the laws  
of the State of \_\_\_\_\_(I)\_\_\_\_\_ with its principal office in the City of  
\_\_\_\_\_(J)\_\_\_\_\_, as Surety, are held and firmly bound unto The State  
of West Virginia, as Obligee, in the penal sum of \_\_\_\_\_(K)\_\_\_\_\_  
(\$ \_\_\_\_\_(L)\_\_\_\_\_) 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 \_\_\_\_\_(M)\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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 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 time within which the Obligee may accept such bid: and said  
Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, Principal and Surety have hereunto set their  
hands and seals, and such of them as are corporations have caused their corporate  
seals to be affixed hereto and these presents to be signed by their proper officers,  
this \_\_\_\_\_(N)\_\_\_\_\_ day of \_\_\_\_\_(O)\_\_\_\_\_, 20 \_\_\_\_\_(P)\_\_\_\_\_.

Principal Corporate Seal

(R)

\_\_\_\_\_(O)\_\_\_\_\_  
(Name of Principal)  
By \_\_\_\_\_(S)\_\_\_\_\_  
(Must be President or  
Vice President)  
\_\_\_\_\_(T)\_\_\_\_\_  
Title

Surety Corporate Seal

(U)

\_\_\_\_\_(V)\_\_\_\_\_  
(Name of Surety)

\_\_\_\_\_(X)\_\_\_\_\_  
Attorney-in-Fact

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

# A F F I D A V I T

1125

**West Virginia Code §5A-3-10a states:**

No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owned is an amount greater than one thousand dollars in the aggregate.

**DEFINITIONS:**

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Debtor" means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions.

"Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities.

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

**EXCEPTION:**

The prohibition of this section does not apply where a vendor has contested any tax administered pursuant to chapter eleven of this code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

**LICENSING:**

The vendor must be licensed in accordance with any and all state requirements to do business with the state of West Virginia.

**CONFIDENTIALITY:**

The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures and rules. Vendors should visit [www.state.wv.us/admin/purchase/privacy](http://www.state.wv.us/admin/purchase/privacy) for the Notice of Agency Confidentiality Policies.

Under penalty of law for false swearing (West Virginia Code, §61-5-3), it is hereby certified that the vendor acknowledges the information in this said affidavit and are in compliance with the requirements as stated.

Vendor's Name: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_