



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
RMA800000

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
BUTCH CHITTUM 304-558-8806

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 07/25/2007	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
----------------------------	---------------	----------	--------	---------------

BID OPENING DATE: 08/21/2007 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM #1						
TO REPLACE THE ORIGINAL RFQ SPECIFICATIONS IN THEIR ENTIRETY WITH THE ATTACHED REVISED SPECIFICATIONS.						
TIME OF COMPLETION HAS BEEN CHANGED FROM 180 DAYS FROM DATE OF NOTICE TO PROCEED TO "COMPLETION DATE FOR PROJECT IS JUNE 30, 2008".						
BID OPENING DATE IS CHANGED FROM: 08/07/2007 TO: 08/21/2007						
BID OPENING TIME REMAINS THE SAME @ 1:30 P.M.						
NO OTHER CHANGES.						
0001	1	LS		550-70		
REPLACEMENT OF THREE HIGHWAY-RAILROAD GRADE CROSSING						
***** THIS IS THE END OF RFQ RMA800000 ***** TOTAL:						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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

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

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. 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.

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



West Virginia Department of Transportation
State Rail Authority

Joe Manchin III
 Governor

120 Water Plant Drive, Moorefield, West Virginia 26836
 304-538-2305 TDD 800-742-6991 Fax 304-538-7474
 E-mail: jjphilbrick@dot.state.wv.us

To: All Attendees of the July 11, 2007 Prebid Meeting for the Replacement of Highway-Railroad Grade Crossings on the West Virginia Central Railroad

From: John Philbrick, Superintendent - WVSRA

Date: July 19, 2007

RE: Addendum to RFQ #RMA 800000 – Replacement of Crossings on WVCR

This Addendum replaces the original RFQ specifications in its entirety.

Description of Work

Two public highway-railroad grade crossings are to be replaced, one at Belington and one at Junior. The crossing at Cheat Bridge has been dropped from this project.

Belington: This crossing is at WVCR MP 11.47 where the WVCR main track crosses County Route 11 in downtown Belington. This crossing is situated in tangent track and currently has a timber surface. Of the 71 feet of timbers, only 40 feet are in the roadway. This 40-foot section will receive the full-depth, steel-framed, steel reinforced concrete panel crossing surface. The panels must be the lag type which can be secured against shifting or movement under traffic. An end deflector will be placed on the north end and the crossing will have rubber flangeway filler. This crossing will need to be done one lane at a time as there is no detour or closure possible. Metal plates will be placed in the roadway during construction to allow vehicles to cross.

The entire 71 feet of timbers will be removed. Ties and ballast in the roadway section will be removed and the site excavated to the depth specified by the manufacturer. Filter fabric, drain pipes and signal conduit will be installed. New wood ties will be sized and spaced according to the manufacturer's specifications. New ballast will be installed and tamped tight. The existing rail will be reused. The crossing surface must be the same height as the roadway. Fifty feet of the north approach will be tamped. The 31-foot section will receive new 7"x 9"x 8'6" wood crossties spaced on 21" centers. New ballast will be added as needed and tamped tight. The best timbers removed from the crossing will be placed back in the 31-foot section. The road will be milled and paved for five feet on each side of the concrete panel crossing.

Junior: This crossing is at WVCR MP 15.30 where the WVCR main track crosses Bridge Street. The crossing is located in tangent track and is 24 feet long. It currently has a timber surface. This crossing will receive the LT Resources composite crossing surface. The existing crossing timbers, rail, ties and ballast will be removed and the site excavated to the depth specified by the manufacturer. Filter fabric, drain pipes and signal conduit will be installed. New wood ties will be sized and spaced according to the

Addendum to RMA 800000

Page 2 of 3

manufacturer's specifications. New ballast will be installed and tamped tight. The existing rail will be reused. Four welds will be required to place the welded rail back through the crossing. This crossing may be closed on a Saturday with prior notice to the public. The road will be milled and paved for 20 feet off each edge of the crossing. Paving on the "uphill" side will be installed to direct runoff toward side ditches before reaching the crossing.

Conduct of Work

There will be a mandatory preconstruction meeting held prior to the commencement of work. This meeting will be attended by the contractor and representatives of the Durbin & Greenbrier Valley Railroad (operator of the WVCR), the State Rail Authority and local governments. All parties must have a common understanding of how the work will be performed.

The contact at DGVR is Matt Reese at 304-636-9477, ext. 107.

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

The contractor is responsible for all traffic control and flagging during installation. This shall include flagging vehicular traffic for passing trains. Contractor is also responsible for making public announcements and notifying local government and emergency services.

Contractor will reuse existing tie plates and will be responsible for any additional plates needed due to change in tie spacing. Rail will be respiked with new spikes.

Proper alinement and surface of the track will be maintained through the crossings. They will be thoroughly tamped including 50 feet of each approach.

The contractor shall be responsible for the repair of any damage done to the signal system at any crossing and shall make repairs in a timely fashion so as not to delay rail traffic.

The contractor will be responsible for locating utilities.

The contractor shall use Heavy and Highway Construction Rates as established for Barbour County. These rates are pursuant to WV Code 21-5A, et., seq. and are available at www.wvsos.com/adlaw/wagerates/heavyhighway07.htm. The contractor shall be responsible for submitting certified payrolls to the State Rail Authority.

The completion date for this project is June 30, 2008.

Sign-in sheet from the prebid meeting is attached.

Addendum to RMA 800000
Page 3 of 3

Materials

The contractor will provide all materials required for this project except for the rail and the existing tie plates. All materials must be new and meet or exceed FRA and AAR design criteria.

Crossties will be in the number and sizes discussed under the description of work section. They will be new grade ties. The specifications set forth in Chapter 3 of the AREMA specifications will govern. The ties will be 100% end-plated, mixed hardwoods and oak, creosote pressure treated to 7# retention or refusal.

Contractor will provide ballast which 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 ½"	100
2"	90-100
1 ½"	35-70
1"	0-15
½"	0

Pavement shall be HMA wearing skid mix and be installed by a paving contractor.

All materials removed shall be properly disposed of by the contractor. Nothing must be placed on adjacent property without the landowner's permission.

The state's tax exemption cannot be used on materials ordered by the contractor.

Bid Requirements

Bid must be a total amount that includes all costs associated with this project. The project will be awarded to the lowest qualified bidder. Contractor must have previous experience with the crossing surfaces to be used in this project.

Pre-Bid Conference
SIGN IN SHEET
[Please Print]

Request for Proposal No.: RMA 800000 Date: 7/11/07
Replacement of Grade Crossings on WVCR

Firm & Representative Name	Mailing Address	Telephone & FAX Numbers
1. <u>Balfour BEATTY Rail</u> <u>Lee Williams</u>	<u>100 Galloway Dr</u> <u>Eighty Four Pa 15330</u>	T: <u>724-239-2480</u> F: <u>724-239-2488</u>
2. <u>AMIRAL RR CONTRACTORS OF MD</u> <u>BOB MATTHEWS</u>	<u>9436 EARLEY DRIVE</u> <u>HAGERSTOWN, MD 21740</u>	T: <u>301-797-3730</u> F: <u>301-797-3740</u>
3. <u>G.W PEOPLES CONT</u> <u>FRANK SCHAFFOLD</u>	<u>1024 RT 519</u> <u>EIGHTY FOUR PA 15330</u>	T: <u>724-223-7807</u> F: <u>724-223-6966</u>
4. <u>Triple H Cont</u> <u>HOWARD HINDE</u>	<u>P.O. Box 26</u> <u>Beverly W Va 26233</u>	T: <u>304-636-1194</u> F: <u>304-636-3480</u>
5. <u>CRAWMASTERS</u> <u>VERNON FEAR</u>	<u>110 YORK ST.</u> <u>TAWEYTOWN, MD. 21787</u>	T: <u>443-918-2160</u> F: <u>410-756-1918</u>
6. <u>ARMOND CASSIL</u> <u>KEVIN P. BELTRAMO</u>	<u>6403 RINKE ST</u> <u>WARREN, MI. 48091</u>	T: <u>586-754-4200</u> F: <u>586-754-4408</u>
7. _____	_____	T: _____ F: _____
8. _____	_____	T: _____ F: _____
9. _____	_____	T: _____ F: _____
10. _____	_____	T: _____ F: _____

Please print or write legibly. The fax number is essential to contact the attendees in a timely manner.

PURCHASING CONTINUATION SHEET

Buyer: BC-44	Page 6	Req. or P.O. No.: RMA800000
Spending Unit:		

Vendor.

Requisition No.: RMA800000

ADDENDUM ACKNOWLEDGEMENT

I hereby acknowledge receipt of the following checked addendum(s) and have made the necessary revisions to my proposal, plans and/or specifications, etc.

Addendum No.'s:

No. 1 _____

No. 2 _____

No. 3 _____

No. 4 _____

No. 5 _____

I understand that failure to confirm the receipt of the addendum(s) may be cause for rejection of bids.

Signature

Company

Date

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

West Virginia Code §5A-3-10a states: No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt 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 exceed 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: Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State’s Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agencies or political subdivision. Furthermore, the vendor must provide all necessary releases to obtain information to enable the Director or spending unit to verify that the vendor is licensed and in good standing with the above entities.

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 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: _____