



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
RMA800001

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	0	
REPLACEMENT OF TWO HIGHWAY-RAILROAD GRADE CROSSING						
***** THIS IS THE END OF RFQ RMA800001 ***** 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



Joe Manchin III
Governor

West Virginia Department of Transportation
State Rail Authority
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 10, 2007 Prebid Meeting for the Replacement of Highway-Railroad Grade Crossings on the South Branch Valley Railroad

From: John Philbrick, Superintendent - WVSRA

Date: July 19, 2007

RE: Addendum to RFQ #RMA 800001 -- Replacement of Crossings on SBVR

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 Vanderlip and one at Petersburg Gap.

Vanderlip: This crossing is at SBVR MP 16.99 where the SBVR main track crosses U.S. Route 50 west of Romney. It is situated in a compound curve ranging from six to nine degrees and is 68 feet long. It currently has a Hi-Rail full depth rubber crossing surface. This crossing will be replaced with a StarTrack II concrete crossing. The contractor will be responsible to have a survey done of the compound curve in the crossing and provide this information to Joe Scheuren at StarTrack so sections can be cast to fit the curve. The contractor will remove the old crossing, excavate the site and install the StarTrack crossing as shown in the attached diagrams. "Flowable Fill" will be used for the base instead of the dense graded aggregate shown in the diagram. The crossing must be centered with respect to the highway and maintain the proper alinement of the track through the crossing. It will be installed 1 ½" higher than the existing crossing. New welded 132RE rail will be installed in the crossing and welded to the 132RE and 133RE rail at each end of the crossing. The west rail is 114 feet long and the east rail is 84 feet long. Three ten-foot and three nine-foot crossties will be installed at each end of the crossing. Diagrams and instructions for paving highway approaches are attached.

The crossing will need to be done one lane at a time as there is no detour or closure possible. The SBVR will permit a four day outage Friday through Monday during which there will be no train traffic. This can only be done during January through April due to the excursion train operation.

Addendum to RMA 800001
Page 2 of 3

Petersburg Gap: This crossing is at SBVR MP 48.17 where the SBVR main track crosses U.S. Route 220, WV 28 and WV 55. It is situated in a three degree curve and is 68 feet long. It currently has an asphalt surface with rail flangeways. The contractor will remove the old crossing, excavate the site and install the StarTrack crossing as shown in the attached diagrams. It will not be necessary to perform a survey of this curve as was needed at Vanderlip. "Flowable Fill" will be used for the base instead of the dense graded aggregate shown in the diagram. The crossing must be centered with respect to the highway and maintain the proper alinement of the track through the crossing. The new crossing is to be one inch higher than the existing crossing. New welded 132RE rail will be installed in the crossing. Each rail will be 100 feet long. Three ten-foot and three nine-foot crossties will be installed at each end of the crossing. On the south end, two pieces of 115RE rail will be used in each rail to provide a transition between the 132RE in the crossing and the 100RB that runs south of the crossing. An Allegheny Toughcoat insulated joint for 115RE will need to be installed in each rail. On the north end, a 217-foot long hump in the track will be lowered to provide proper elevation through this area. This section must be properly lined and tamped. Jointed 105DY rail will be installed northward from the crossing. The east rail is 747 feet long and the west rail is 715 feet long. This 750-foot section must be properly lined and tamped. All rail joints will be double bonded with head bonds and web plug bonds. Diagrams and instructions for paving highway approaches are attached.

The crossing will need to be done one lane at a time as there is no detour or closure possible. The SBVR will permit a four day outage Friday through Monday during which there will be no train traffic. There are a few weeks during the year that excursion trains operate over this crossing. Work will need to be scheduled to avoid those weekends.

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 SRA/SBVR. All parties must have a common understanding of how the work will be performed.

The contact at the SBVR is John Philbrick at 304-538-2305, ext. 224.

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 will provide a traffic control plan for approval of the WVDOH (an example is attached). WVDOH will handle the press release concerning the crossing work.

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.

Addendum to RMA 800001
Page 3 of 3

The contractor shall use Heavy and Highway Construction Rates as established for Hampshire County (Vanderlip) and Hardy County (Petersburg Gap). 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.

Materials

The contractor will provide all materials required for this project except for the 105DY rail, joint bars and insulated joint bars for the rail replacement north of Petersburg Gap crossing. SBVR will provide ballast as needed for the project. All materials must be new and meet or exceed FRA and AAR design criteria.

Crossties will be twelve 7"x 9"x 10' and twelve 7"x 9"x 9' 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.

Joe Scheuren at StarTrack Railroad Crossings is familiar with our specifications for the crossing modules and can provide the price quote. He will also be at the job site during installation.

Pavement shall be HMA wearing surface asphalt as indicated in the attached paving instructions. The local source for asphalt is WV Paving at 304-538-2679. The paving must be done by a paving contractor.

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

All rail, OTM and rubber crossing panels removed from the crossings will remain the property of the SBVR and be stacked neatly on SBVR right of way clear of train traffic. The disposal of all other materials removed from the existing crossings shall be the contractor's responsibility. All debris and refuse shall be removed from SBVR property and disposed of properly.

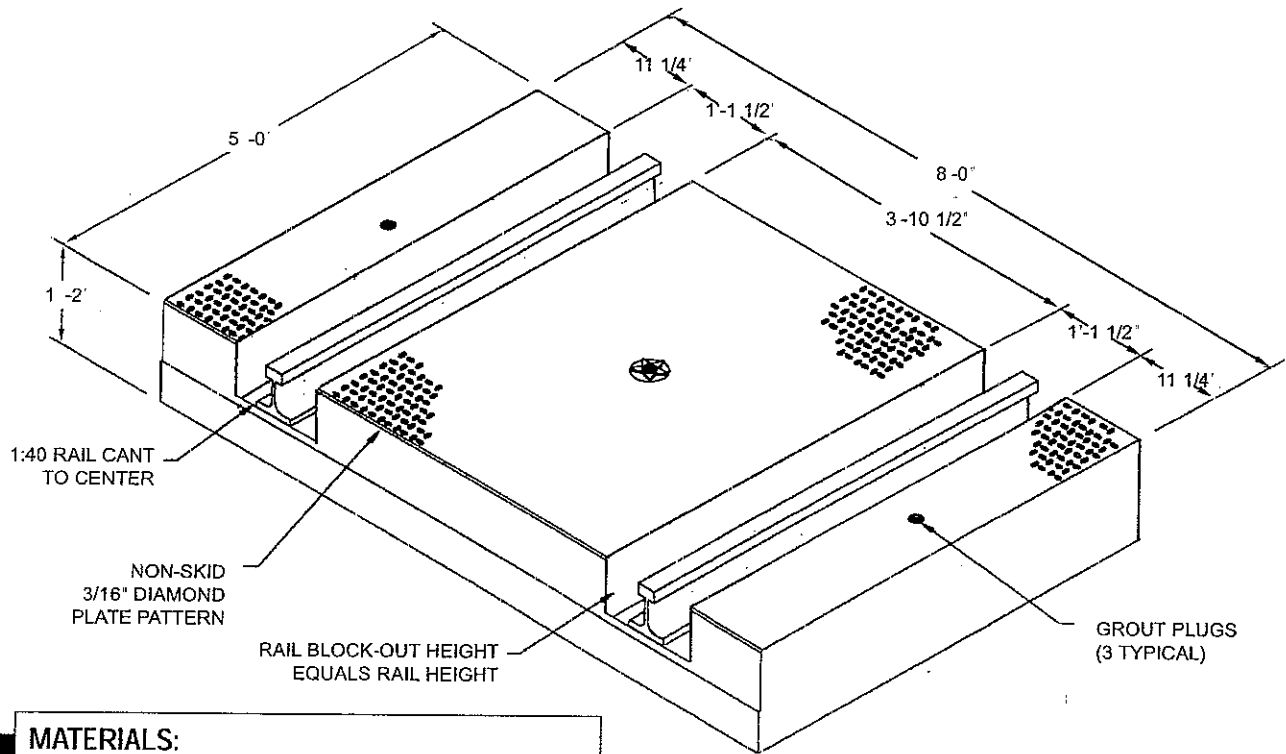
There is SBVR property near each crossing to hold materials and equipment. Nothing must be placed on adjacent property without the landowner's permission.

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 in the installation of the StarTrackII crossing.



WEIGHT = 6,370 lbs.



MATERIALS:

CONCRETE: THE MINIMUM 28 DAY STRENGTH SHALL BE 6000 PSI.

Optional: Special design mix utilizing Micro-Silica

Optional: W. R. Grace's "D.C.I." additive in lieu of epoxy reinforcing

REBAR: ASTM A615 GRADE 60

Optional: Epoxy-coated

SHOULDERS: "PANDROL" #5274 CAST SHOULDER DUCTILE - IRON GRADE #65-45-12

RUNNING STRIPS: 3/16" UHMW POLYETHYLENE

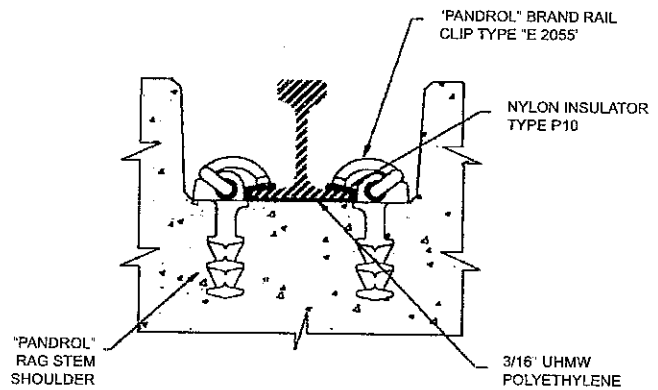
CLIPS: "PANDROL" #E2055 CLIPS - SPRING STEEL

INSULATORS: "PANDROL" #4263 THERMOPLASTIC / NYLON

EXPOSED SURFACE: FORM CAST CONCRETE.
Optional: Hydrozo "Enviroseal" #40 Surface Treatment

DESIGN LOADING:

COOPER E-80 WITH 60% IMPACT



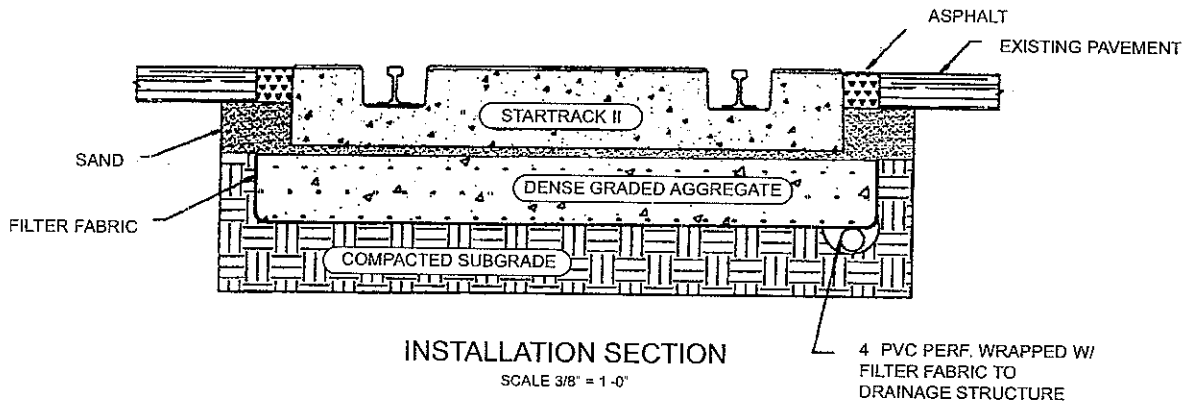
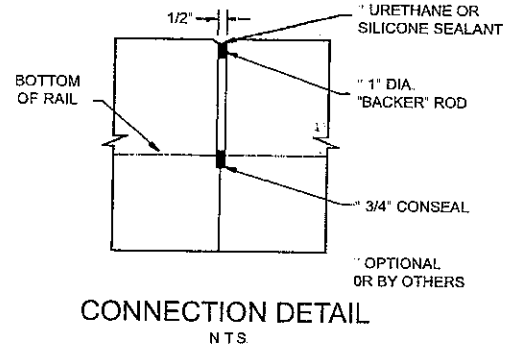
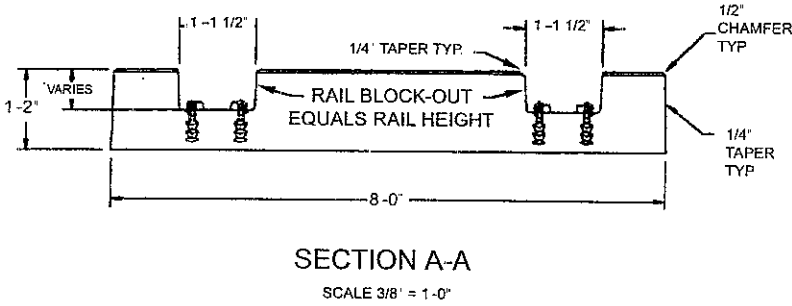
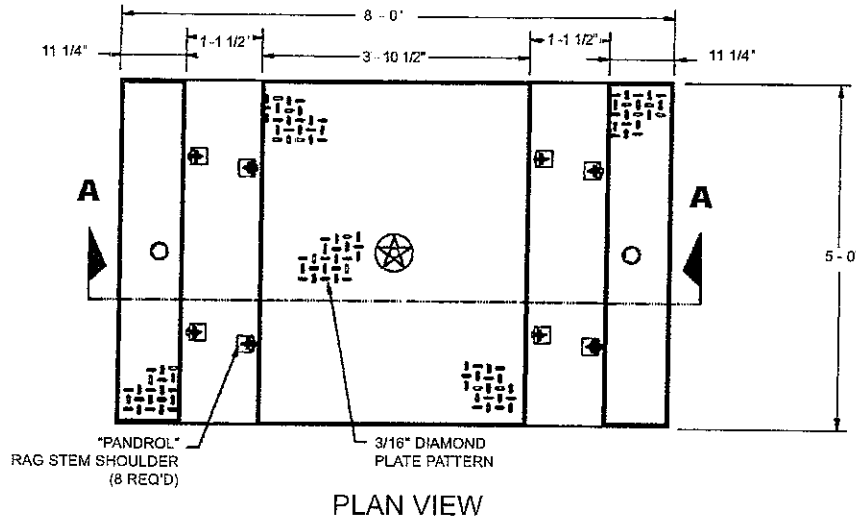
RAIL DETAIL




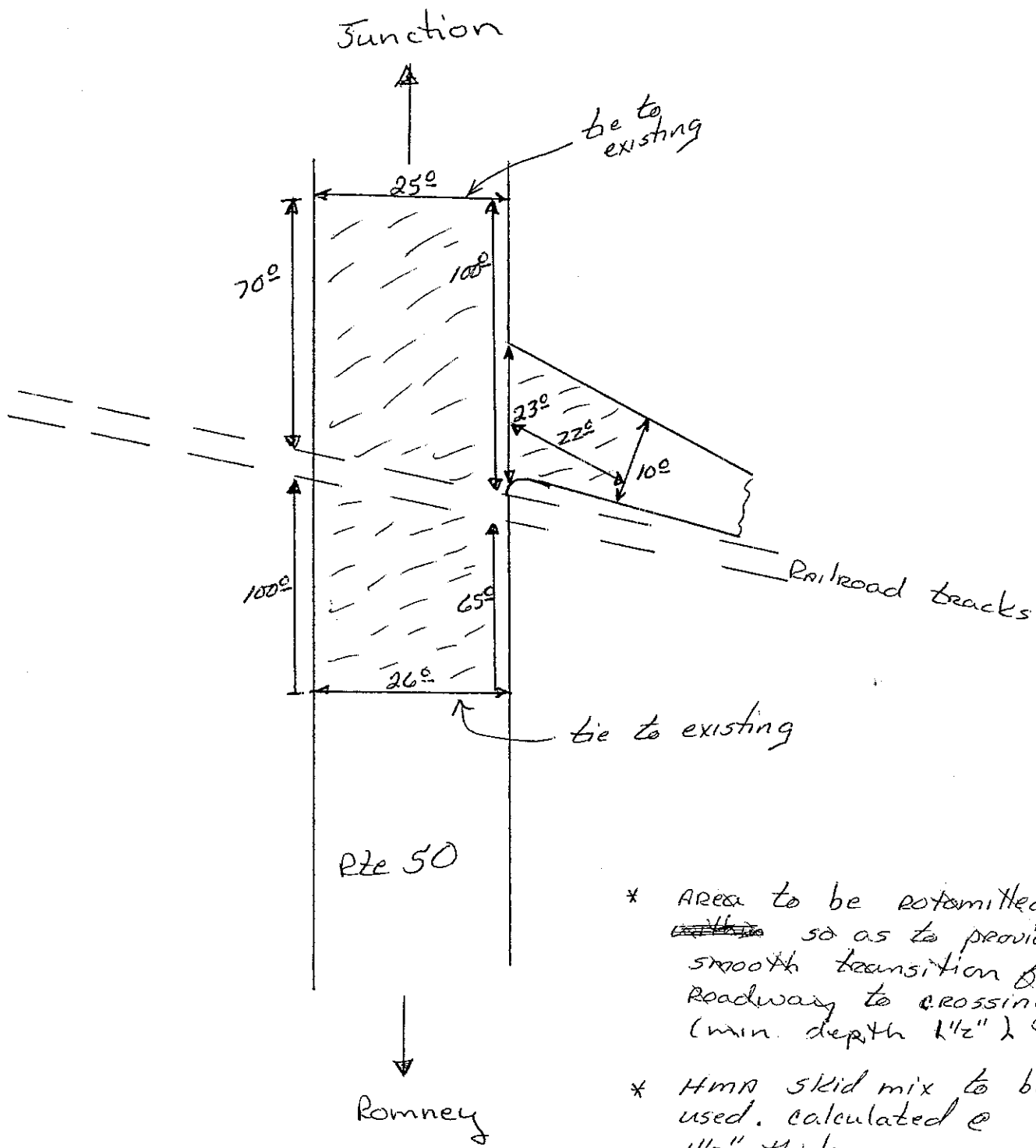
Oldcastle™ (Plants Nationwide)

1-800-316-1660

DETAIL DRAWING FOR
STARTRACK II



 **Oldcastle**™ (Plants Nationwide)
1-800-316-1660



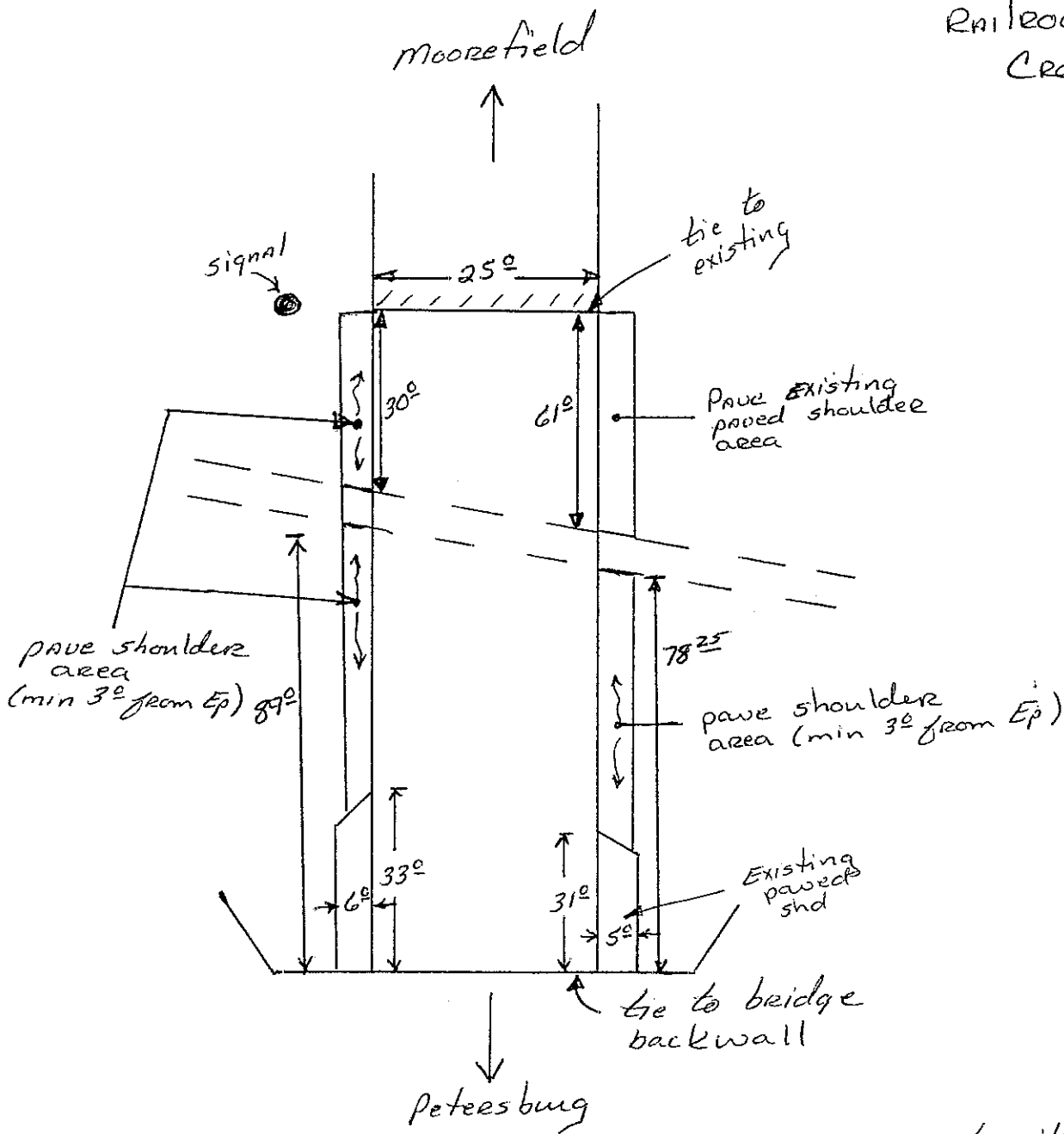
- * Area to be rotomilled ~~with~~ so as to provide smooth transition from roadway to crossing (min. depth 1 1/2")
- * HMA skid mix to be used. calculated @ 1 1/2" thickness

Vanderlip Railroad Crossing

est qty's

HMA wearing (skid mix) ≈ 45 TN
 Rotomilling ≈ 510 SY

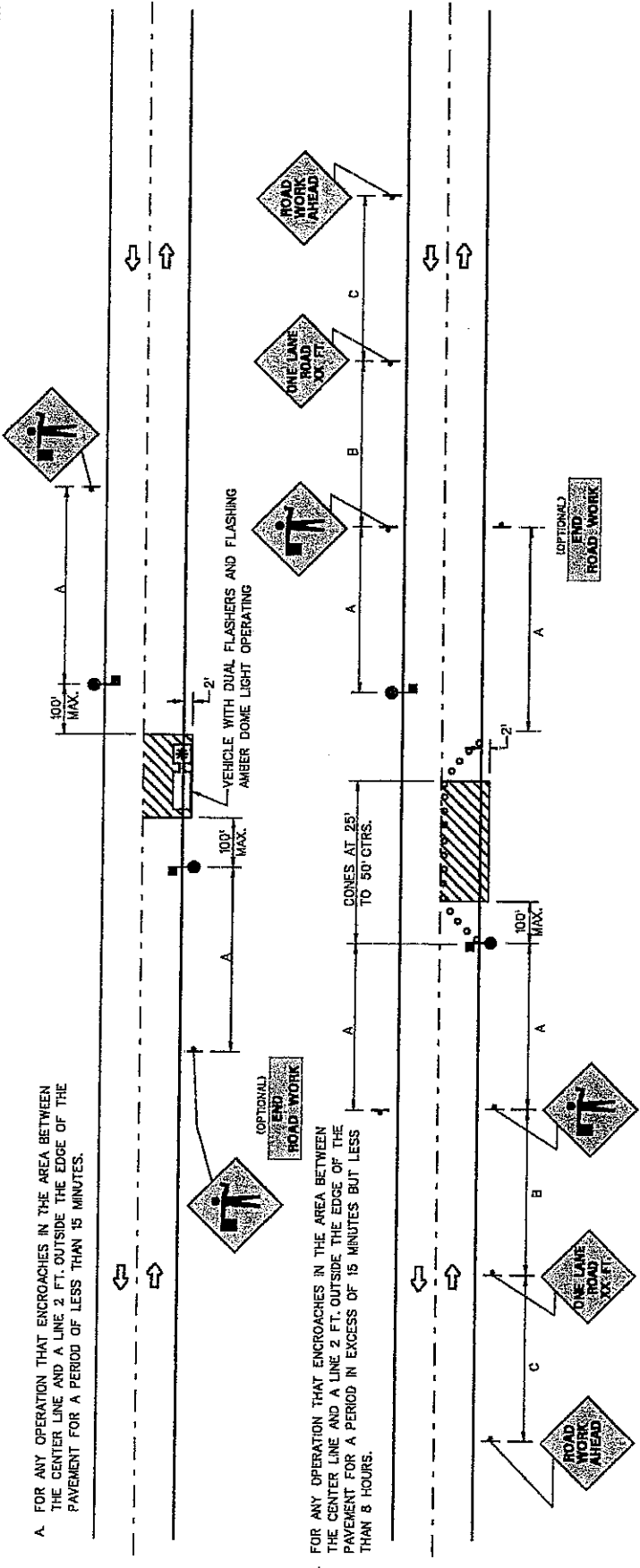
Petersburg
Loop
Railroad
Crossing



- * existing roadway pavement to be rotomilled so as to provide smooth transition from roadway to crossing and bridge (min depth 1 1/2")
- * HMA skid mix to be used (calculated @ 1 1/2" thickness,

est. qty's:

HMA wearing (skid mix) ≈ 42 TN
Rotomilling ≈ 400 SY



A. FOR ANY OPERATION THAT ENCLOSES IN THE AREA BETWEEN THE CENTER LINE AND A LINE 2 FT. OUTSIDE THE EDGE OF THE PAVEMENT FOR A PERIOD OF LESS THAN 15 MINUTES.

B. FOR ANY OPERATION THAT ENCLOSES IN THE AREA BETWEEN THE CENTER LINE AND A LINE 2 FT. OUTSIDE THE EDGE OF THE PAVEMENT FOR A PERIOD IN EXCESS OF 15 MINUTES BUT LESS THAN 8 HOURS.

C. FOR ANY OPERATION THAT IS MORE THAN 2 FT. OUTSIDE THE EDGE OF THE PAVEMENT FOR A PERIOD OF LESS THAN 80 MINUTES.

GENERAL NOTES

- CONSTRUCTION OPERATIONS SHALL BE CONFINED TO ONE TRAFFIC LANE, LEAVING THE OPPOSITE LANE OPEN TO TRAFFIC, AT LEAST 500 FT. OF BOTH TRAFFIC LANES SHALL BE AVAILABLE FOR TRAFFIC MOVEMENT AT INTERVALS NOT GREATER THAN 1,000 FT. A COMPLETE TRAFFIC CONTROL PLAN MUST BE APPROVED FOR ANY PROJECT EXPECTING TO EXCEED 1,000 FT. IN LENGTH INCLUDING BOTH TAPER AND WORK AREAS.
- FOR LOW-VOLUME SITUATIONS WITH SHORT WORK ZONES ON STRAIGHT ROADWAYS WHERE THE FLAGGER IS VISIBLE TO ROAD USERS APPROACHING FROM BOTH DIRECTIONS, A SINGLE FLAGGER, POSITIONED TO BE VISIBLE TO ROAD USERS APPROACHING FROM BOTH DIRECTIONS, MAY BE USED.
- FLASHING WARNING LIGHTS AND/OR FLAGS MAY BE USED TO CALL ATTENTION TO THE ADVANCE WARNING SIGNS.
- THE FLAGGERS SHALL BE IN SIGHT OF EACH OTHER OR IN DIRECT COMMUNICATION AT ALL TIMES.
- ALL SIGNS ARE TO BE REMOVED AT COMPLETION OF THE DAY'S OPERATIONS.
- FOR MULTILANE DIVIDED ROADWAYS THE ADVANCE WARNING SIGNS FOR TRAFFIC APPROACHING FROM THE OPPOSITE DIRECTION MAY BE OMITTED IF APPROVED BY THE ENGINEER.

SYMBOLS

- WORK AREA
- SIGN
- SIGN ON PORTABLE OR PERMANENT SUPPORT.
- FLAGGER WITH PADDLE.
- CONES

TYPICAL APPLICATIONS

- PATCHING PAVEMENT.
- FIELD SURVEY.
- CLEANING UP DEBRIS ON PAVEMENT.
- CROSSWALK PAINTING.

ROAD TYPE	DISTANCE BETWEEN SIGNS (IN FT)		
	A	B	C
URBAN (LOW SPEED)*	100	700	100
URBAN (HIGH SPEED)*	350	350	350
RURAL	500	600	500
EXPRESSWAY/FREEWAY	1,000	1,500	2,640

CASE A6
TWO-LANE, TWO-WAY TRAFFIC
SHORT-TERM OPERATIONS
DAYTIME ONLY

*SPEED CATEGORY TO BE DETERMINED BY WV DOH

Pre-Bid Conference
SIGN IN SHEET
 [Please Print]

Request for Proposal No.: RMA 800001 Date: 7/10/07
 Replacement of Two Grade Crossings on SBVR

Firm & Representative Name	Mailing Address	Telephone & FAX Numbers
1. <u>AMTRAC RR CONTRACTORS OF MD</u> <u>ROBERT MATTHEWS</u>	<u>9436 FARLEY DRIVE</u> <u>HAGERSTOWN, MD 21740</u>	T: <u>301-797-3730</u> F: <u>301-797-3740</u>
2. <u>BALFOUR BETTY RAIL</u> <u>LEE WILLIAMS</u>	<u>100 GALLAWAY DRIVE</u> <u>EIGHTYFOUR, PA</u>	T: <u>724-239-2480</u> F: <u>724-239-2488</u>
3. <u>CRANE MASTERS</u> <u>VERNON FEAR</u>	<u>110 YORK ST.</u> <u>TOWNTOWN, MD 21787</u>	T: <u>443-918-2160</u> F: <u>410-756-1916</u>
4. <u>ARMOND CASSIK</u> <u>KEVIN P. BELTRAMO</u>	<u>6403 RINKE ST</u> <u>WARREN, MI 48091</u>	T: <u>586-754-4000</u> F: <u>586-754-4800</u>
5. <u>STARTRACK</u> <u>JOE SCHEUREN</u>	<u>473 MAIN ST</u> <u>ASHLAND, PA 17921</u>	T: <u>570-590-3018</u> F: 570-875-2922 <u>509-562-8276</u>
6. <u>G.W. Peoples</u> <u>Jim Cole</u>	<u>1024 ROUTE 519</u> <u>KELLER BLDG, SUITE 200</u> <u>EIGHTY-FOUR, PA. 15330</u>	T: <u>724-223-7807</u> F: <u>724-223-6961</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 11	Req. or P O No.: RMA800001
Spending Unit:		

Vendor:

Requisition No.: RMA800001

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: _____