



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
RMA800010

PAGE
1

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

VENDOR

RFQ COPY
 TYPE NAME/ADDRESS HERE

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
08/22/2007				

BID OPENING DATE: **10/02/2007** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	JB		280-75		
<p>INSTALLATION/REPLACEMENT OF TIES</p> <p>INSTALLATION/REPLACEMENT OF TIES, SWITCH TIES AND CULVERTS, PLACEMENT OF BALLAST AND TAMPING AND SURFACING. INSTALL 580 FT OF SIDE TRACK @ POINT SIDING, INSTALL TWO SWITCHES AND 750 FT OF TRACK @ BELINGTON YARD AND INSTALL DRAINAGE DITCH AND ELEVATION OF TWO CROSSINGS ON THE DAILEY BRANCH AS PER THE ATTACHED.</p> <p>A MANDATORY PRE-BID MEETING WILL BE HELD AT 10:00 A.M. ON 09/06/2007. EVERYONE WILL MEET AT THE BELINGTON YARD IN BELINGTON, WV. THE MEETING INCLUDES AN INSPECTION TRIP OF THE PORTION OF RAILROAD WHERE THE WORK WILL BE COMPLETED. 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 POSSIBLY UNABLE TO BID ON THE PROJECT. CONTRACTORS WISHING TO ATTEND SHOULD INFORM BUTCH CHITTUM BY END-OF-BUSINESS SEPTEMBER 4, 2007. QUESTIONS PRIOR TO THE PRE-BID MUST BE SUBMITTED IN WRITING BY END-OF-BUSINESS SEPTEMBER 4, 2007. IF POSSIBLE, EMAIL QUESTIONS ARE PREFERRED. NOTIFICATION OF INTENTION TO ATTEND THE PRE-BID AND WRITTEN QUESTIONS SHOULD BE SUBMITTED TO:</p> <p>BUTCH CHITTUM DEPARTMENT OF ADMINISTRATION</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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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.

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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<p>PURCHASING DIVISION 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305 TELEPHONE: 304-558-8806 FAX: 304-558-4115 EMAIL: BCHITTUM@WVADMIN.GOV</p> <p>EXHIBIT 5</p> <p>NOTICE TO PROCEED: THIS CONTRACT IS TO BE PERFORMED AND COMPLETED BY JUNE 30, 2008. 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 OR SUBCONTRACTOR SHALL PAY THE HIGHER OF THE U.S. DEPARTMENT OF LABOR MINIMUM WAGE RATES AS ESTABLISHED FOR APPROPRIATE COUNTY, PURSUANT TO WEST VIRGINIA CODE 21-5A, ET, SEQ. (PREVAILING WAGE RATES APPLY TO THIS PROJECT)</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 A CERTIFICATE FROM WORKERS' COMPENSATION IF SUCCESSFUL.</p>						

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<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 & MATERIAL BOND WILL ONLY BE ALLOWED FOR PROJECTS UNDER \$100,000. PERSONAL OR BUSINESS CHECKS ARE NOT ACCEPTABLE 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> <p>EXHIBIT 7</p>						

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<p>DOMESTIC ALUMINUM, GLASS & STEEL IN PUBLIC WORKS PROJECTS</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 OFFICE MAY REQUEST, IN WRITING, A REEVALUATION AND REDUCTION IN THE LOWEST BID FOR SUCH DOMESTIC PRODUCTS</p>						

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<p>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 & 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. THE SAME RULES AND REGULATIONS THAT APPLY TO THE ORIGINAL BIDDING DOCUMENT SHALL ALSO APPLY TO AN ADDENDUM DOCUMENT. THE ONLY EXCEPTION MAY BE FOR AN ADDENDUM THAT IS ISSUED FOR THE SOLE PURPOSE OF CHANGING A BID OPENING TIME AND/OR</p>						

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CONTRACTORS LICENSE						
WEST VIRGINIA STATE CODE 21-11-2 REQUIRES THAT ALL PERSONS DESIRING TO PERFORM CONTRACTING WORK IN THIS STATE MUST BE LICENSED. THE WEST VIRGINIA CONTRACTORS LICENSING BOARD IS EMPOWERED TO ISSUE THE CONTRACTORS LICENSE. APPLICATIONS FOR A CONTRACTORS LICENSE MAY BE MADE BY CONTACTING THE WEST VIRGINIA DIVISION OF LABOR CAPITOL COMPLEX, BUILDING 3, ROOM 319, CHARLESTON, WV 25305. TELEPHONE: (304) 558-7890.						
WEST VIRGINIA STATE CODE 21-11-11 REQUIRES ANY PROSPECTIVE BIDDER TO INCLUDE THE CONTRACTORS LICENSE NUMBER ON THEIR BID.						
BIDDER TO COMPLETE:						
CONTRACTORS NAME:						
CONTRACTORS LICENSE NO.:						
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FURNISH A COPY OF THEIR CONTRACTORS LICENSE PRIOR TO ISSUANCE OF A PURCHASE ORDER/CONTRACT						
APPLICABLE LAW						
THE WEST VIRGINIA STATE CODE, PURCHASING DIVISION RULE AND REGULATIONS, AND THE INFORMATION PROVIDED IN THE "REQUEST FOR QUOTATION" ISSUED BY THE PURCHASING DIVISION IS THE SOLE AUTHORITY GOVERNING THIS PROCUREMENT.						
ANY INFORMATION PROVIDED IN SPECIFICATION MANUALS, OR						

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<p>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;">NOTICE</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: BUTCH CHITTUM 44</p> <p>REQ. NO.: RMA800010</p> <p>BID OPENING DATE AND TIME:</p> <p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY</p>						

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<p>TO CONTACT YOU REGARDING YOUR BID:</p> <p>-----</p> <p>PLEASE PRINT OR TYPE NAME OF PERSON TO CONTACT CONCERNING THIS QUOTE:</p> <p>-----</p> <p>***** THIS IS THE END OF RFQ RMA800010 ***** TOTAL: _____</p>						

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The West Virginia Purchasing Division for the agency, The West Virginia State Rail Authority is soliciting bids for the installation/replacement of ties, switch ties and culverts, placement of ballast and tamping and surfacing. In addition the installation of a 580 ft side track at Point Siding (MP 50.1), installation of two switches and 750 ft of track at the Belington Yard and installation of a drainage ditch and elevation of two crossings on the Dailey Branch. All work is located on the West Virginia Central Railroad (WVCR).

DESCRIPTION OF WORK

TIE REPLACEMENT: MP 6 – MP 9 – 500 ties and MP 25- MP 28 - 500 ties (75% in curves) Ties installed for new run around tracks at Point Siding and the Belington Yard will be included in the price to install those tracks.

329 switch ties – locations and sizes below (See Attachment A) Harper is MP 54.2-54.4, Woodrow is MP 42-43, Wye and Wilson MP 28.2-28.7, Norton is MP 21.8-22.1 and all other switch tie locations are between MP 11.2 & 11.7 in Belington Yard.

1. Tie Replacement
 - a. Ties will be handled carefully to avoid damage in accordance with AREMA specifications.
 - b. The contractor will replace only those ties marked for replacement by WVCR.
 - c. The contractor will remove and properly dispose of old ties. Ties must be stacked clear of tracks and must not be stacked on property other than WVCR right-of-way.
 - d. New and old ties can be stored at Belington, Elkins and Bowden until removed. All ties must be removed by June 30, 2008.
2. Spiking of Ties
 - a. New ties will be spiked to a gage of 56 ½ inches, plus or minus ¼ inch. Additional ties will be plugged and respiked to correct gage to ensure there is no abrupt change in gage where ties are replaced.
 - b. 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. Ties on curve will get six spikes per tie. The correct spiking pattern will be used on all new ties and any adjacent ties that are respiked to correct gage.
3. Rail Anchors
 - a. All rail anchors will be reapplied in their existing location and properly fitted against ties.
4. Tamping
 - a. Tie gang will tamp all newly inserted ties as they are placed in the track and ballast will be replaced at ends of ties. Tamping for tie replacement will be done as described in section 5 of these specifications.

5. Final Surfacing, Alignment and Ballast Regulating

- a. Contractor will use a Jackson 6700, Mark IV or equivalent tamper to give the track within the designated area a "skin lift" and establish best fit for curves including appropriate spirals. Surfacing will taper into bridges and grade crossings.
- b. Two insertions will be made for each tie.
- c. WVCR will provide information on superelevation of curves.
- d. 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.
- e. A ballast regulator will follow the tamper to regulate ballast and reshape shoulders. Contractor will place any additional ballast where it may be needed after surfacing. All curves with welded rail will have a ballast shoulder of at least 12 inches on the outside of the curve.

PLACE BALLAST:

MP 29.7 – 29.8	80 tons
MP 35.4 – 35.5	50 tons
MP 38.5 – 38.6	40 tons
MP 45.3 – 45.6	320 tons
MP 51.1 – 51.5	220 tons
MP 52.7 – 52.8	80 tons
MP 53.7 – 53.8	60 tons

Total estimated quantity: 850 tons

SURFACING AND BALLAST REGULATION:

MP 19.7 – 20.1	.4 miles
MP 28.6 – MP 30	1.4 miles

In addition to these two locations and the areas where ties and ballast are installed, there will be additional surfacing for a total of approximately eight miles of surfacing.

CULVERT INSTALLATION:

- MP 38.3 – Replace 24 inch culvert 20 ft long (2-3 ft deep)
- MP 50.8 - Replace 24 inch culvert 20 ft long (2-3 ft deep)
- MP 51.1 - Replace 24 inch culvert 20 ft long (2-3 ft deep)
- MP 53.8 - Replace 24 inch culvert 20 ft long (2-3 ft deep)
- MP 54.5 - Install new 24 inch 20 ft long (2-3 ft deep)
- MP 58.5 - Replace 24 inch culvert 20 ft long (2-3 ft deep)
- MP 59.0 - Replace 24 inch culvert 20 ft long (2-3 ft deep)
- MP 60.2 - Replace 24 inch culvert 20 ft long (2-3 ft deep)
- MP 60.3 - Replace 24 inch culvert 20 ft long (2-3 ft deep)
- MP 60.4 – Install new 24 inch 20 ft long (2-3 ft deep)
- MP 61.1 - Replace 24 inch culvert 20 ft long (2-3 ft deep)
- MP 62.3 – Install new 24 inch 20 ft long (2-3 ft deep)
- MP 63.0 - Replace 24 inch culvert 20 ft long (2-3 ft deep)
- MP 63.1 - Replace 24 inch culvert 20 ft long (2-3 ft deep)

TOTAL of 11 culverts replaced and 3 new ones installed.

BELINGTON YARD: (Attachment C)

A 90 lb #6 switch & switch ties will be installed in Coach Track #1 in the Belington Yard. A 50 ft section of track will be installed linking the new switch to Coach Track #2.

Two 90lb #8 switches & switch ties will be installed for the new run around in the Belington Yard.

A 750 ft run around track will be installed at Belington Yard. 90 lb rail for the this siding is located at the Belington Yard. It will be the responsibility of the contractor to remove the rail from the outside track. Run around track will be elevated 12 inches. Contractor will be responsible for ties, switches & switch ties and OTM for the stub track and the additional switches. Ties will be spaced with 24 inch centers.

Three missing sticks of rail will be replaced along with approximately 30 ties as shown on the Belington Yard drawing.

All rail for the Belington Yard work will be supplied by the SRA and is located at the Belington Yard. The contractor will be responsible to remove the rail from its current location and install it at the new locations around the yard.

POINT SIDING (MP50.1):

A 580 ft. siding will be installed at Point Siding located at MP 50.1. The siding will be 115 lb rail. Two 115 lb #8 switches and switch ties will be installed joining this siding into the main line. Contractor will be responsible to provide the 115 # relay rail, ties for siding, switches & switch ties and all OTM for the siding. Ties will be spaced with 24 inch centers.

DAILEY BRANCH:

There are two farm crossings at approximately MP 3.5 and MP 3.8 on the Dailey Branch. Runoff from a dairy farm on the hill above the track is causing sediment to fill the drainage ditch on the hill side of the track and cover both crossings. The drainage ditch must be cleaned out between the crossings and for 100 feet beyond each crossing. A culvert must be installed through each crossing in line with the drainage ditch. A metal drain is to be installed across each road to keep runoff from reaching the crossing. The main track must be raised 12" from a point 50 feet north of the north crossing to a point 50 feet south of the south crossing. The raise will be tapered down to the existing grade at each end.

CONDUCT OF WORK

Maps showing the location of work sites and access points are included as Attachment B.

Freight trains run at least once a week. Excursion trains start in May (weekends only) with the exception of certain dates that will be provided at the pre-bid meeting. Excursion trains in June run Thursday, Friday, Saturday and Sunday. The track must be made safe

for train traffic on those days. Contractor will need to coordinate work with the Durbin & Greenbrier Valley Railroad, the operator of the WVCR. Contacts are John Smith, President at 304-456-4935 ext. 103 or Matt Reese, Superintendent at 304-636-9477 ext. 107.

Contractor will be responsible to provide a radio or radios capable of communicating with the DGVR. The radio must be a minimum of 40 watts. The contractor can get a radio from Hammicks Radios, 304-636-6210 and have it programmed with the same frequency as the DGVR. Each work crew must be equipped with a radio.

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

The contractor will comply with all safety rules and regulations as required by the Federal Railroad Administration, WVCR and other parties as applicable. A DGVR employee will be with the contractor every workday and will have the authority to occupy the track.

The successful bidder will be required to have all employees that will be working on this project attend a ½ day class on track safety and track access. Also a mandatory pre-construction meeting will be held with all employees working on the project, the WVCR operator and their employees and a representative from the SRA. This meeting will assure that everyone understands the entire scope of work as outlined in the awarded purchase order. Also, it will be mandatory that a weekly status report be submitted to the SRA. This report will be signed by the contractor and railroad representative and will list the work completed for that week. A final inspection of all completed work will be conducted by the contractor, the DGVR and an SRA representative to assure all work is completed as stated in the specifications. Final payment will be withheld until this inspection is complete.

DGVR can provide a work train (engineer, conductor, locomotive and three hopper cars) for \$175 per hour.

Contractor will use Heavy and Highway Construction Rates as established for Barbour, Randolph and Pocahontas Counties. These rates are pursuant to WV Code 21-5A, et. Seq. and are available at www.wvsos.com/adlaw/wagerates/heavyandhighway07.htm. Contractor will be responsible for submitting certified payrolls to the SRA.

There are sidings at Belington, Elkins, Bowden and Bemis that can be used to tie-up equipment.

MATERIALS

Contractor will provide all materials and equipment required for this project other than the 90# rail at Belington yard.

Contractor will provide new ties, tie plugs, switch ties and spikes and will transport them to the work site.

Ties will be new 7" x 9" x 8'6" industrial grade. Specifications in AREMA Chapter 3 will govern. Ties will be mixed hardwoods and oak, 100% end plated and creosote

pressure treated to 7# retention or refusal. Contractor will provide treated tie plugs and 6" cut track spikes per AREMA specifications.

Sizes of switch ties are listed as Attachment A. Switch ties must meet AREMA specifications. 100% end plated and creosote pressure treated to 7# retention or refusal.

Rail shall conform to the following:

1. Wear shall be no greater than 1/4" on both the top and gage side.
2. Rails shall be straight horizontally except that not more than 10% of the order may have horizontal curves not greater than indicated by the mid-ordinate of 1/4" in thirty feet.
3. Rails shall be straight vertically with no upsweep or droop permissible.
4. Rails shall be clean in appearance and free of obvious defects. Bases shall be solid and free of visual defects. Slight indentations or spike notching with a maximum depth of 1/8" and maximum length of 3/4" is permissible. Slight pitting is also allowable. Webs must be free of visual defects. Slight pitting is permissible. Rails shall have gage wear on one side only. Metal flow on rail head shall not exceed 1/8" per side. Engine burns shall not be greater than 1/2" wide by 1 1/2" long by 1/16" deep, shall not exceed two per rail and shall affect no more than 10% of the entire order.
5. Manganese steel rails shall not be provided. All rails shall be control cooled in accordance with AREMA specifications in effect at the time of the rail's manufacture.

Joint bars must have drilling pattern to match bolt holes in the above rail.

Tie plates shall be double shouldered and a minimum of 13 inches in length and 7-3/4 inches in width and shall be proper size for the rail section. Tie plates shall not be bent or have excessively worn spike holes. Plates will have eight square spike holes. Round holes are not acceptable. Tie plates shall be inclined-surfaced, with all plates having the same cant. Mixing of different tie plate slope ratios will not be allowed.

Bolts & washers must be new and conform with AREMA specifications

Spikes must be new 5/8"x 6" and conform to AREMA specifications.

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

The phone number of J.F. Allen Company (local quarry) is 304-636-6095.

Culvert pipe will be polyethylene pipe with smooth interior.

COMPLETION DATE

All work must be completed by June 30, 2008. 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 crosstie replacement, track surfacing, switch installation and track installation.

A mandatory pre-bid meeting will be held on September 6, 2007 at 10:00 am. Everyone will meet at the Belington Yard in Belington, WV. This meeting includes an inspection trip of the portion of railroad where the work will be completed. 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 possibly unable to bid on this project. Contractors wishing to attend should inform Butch Chittum at 304-558-8806 by end-of-business September 4, 2007. Questions prior to the prebid inspection must be submitted in writing by end-of-business September 4, 2007 and will be addressed at the meeting.

The quantities in the RFQ are for estimating purposes only. The unit price multiplied by the estimated quantity will be used to evaluate the bids and determine the total cost.

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:

Tie Replacement (excluding gaging, tamping and ballast regulation)

Estimated quantity 1,000 ties x unit cost \$ _____ per tie =
\$ _____

Gaging (new and respiked crossties)

Estimated quantity 1,500 ties x unit cost \$ _____ per tie =
\$ _____

Switch Tie Replacement

Estimated quantity of 8.5 ft switch ties 6 x unit cost \$ _____ per tie =
\$ _____

Estimated quantity of 9 ft switch ties 59 x unit cost \$ _____ per tie =
 \$ _____

Estimated quantity of 10 ft switch ties 56 x unit cost \$ _____ per tie =
 \$ _____

Estimated quantity of 11 ft switch ties 37 x unit cost \$ _____ per tie =
 \$ _____

Estimated quantity of 12 ft switch ties 33 x unit cost \$ _____ per tie =
 \$ _____

Estimated quantity of 13 ft switch ties 33 x unit cost \$ _____ per tie =
 \$ _____

Estimated quantity of 14 ft switch ties 32 x unit cost \$ _____ per tie =
 \$ _____

Estimated quantity of 15 ft switch ties 27 x unit cost \$ _____ per tie =
 \$ _____

Estimated quantity of 16 ft switch ties 39 x unit cost \$ _____ per tie =
 \$ _____

Estimated quantity of 17 ft switch ties 7 x unit cost \$ _____ per tie =
 \$ _____

Surfacing/Ballast Regulation

Estimated quantity 8 miles x 5,280 feet/mile x unit cost \$ _____ per track foot=
 \$ _____

Culvert Replacement

Estimated quantity 11 culverts (24 inch) x 20 feet per culvert x unit cost
 \$ _____ per foot = \$ _____ (All 2-3 ft deep)

New Culvert Installation

Estimated quantity 3 culverts (24 inch) x 20 feet per culvert x unit cost
 \$ _____ per foot = \$ _____ (All 2-3 ft deep)

Ballast Placement

Estimated quantity 850 tons x unit cost \$ _____ per ton =
 \$ _____

Switches at Belington Yard

Estimated quantity 1- 90 lb #6 switch & switch ties x unit cost \$ _____ per installed switch and switch ties & 50 ft of rail =
 \$ _____

Estimated quantity 2-115 lb #8 switch & switch ties x unit cost \$ _____ per installed switch and switch ties =
 \$ _____

Install run around Track at Belington Yard

Estimated quantity 750 tf plus ties & ballast x unit cost \$ _____ per tf
 Total to install run around track \$ _____

Estimated quantity 3 pieces of rail & ties to extend existing track x unit cost
 Rails 3 x _____ cost per rail = \$ _____
 Ties 30 x _____ cost per tie = \$ _____

Total to extend track \$ _____

Point Siding Installation of side track

Estimated quantity 2 -115 lb #8 switches & switch ties x unit cost \$ _____ per installed switch and switch ties =
 \$ _____

Estimated quantity 580 tf plus ties and ballast x unit cost \$ _____ per tf =
 \$ _____

Dailey Branch

Lump sum cost to clean drainage ditch, install 2 culverts under crossings, install metal drain across each road and raise main track 12' as indicated in "Description of Work".

= \$ _____

Mobilization

Estimated quantity one trip x unit cost \$ _____ per trip =
 \$ _____

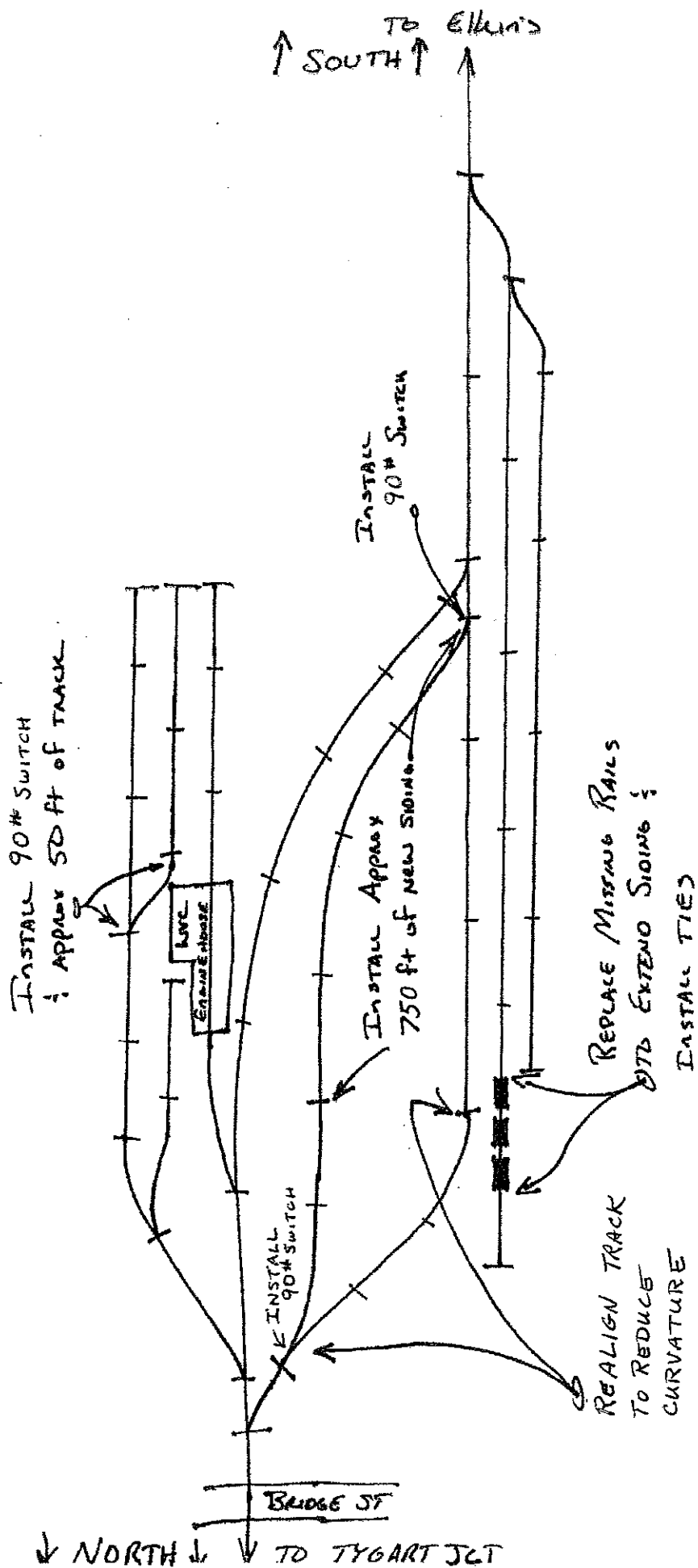
TOTAL COST OF ESTIMATED AMOUNTS \$ _____

ATTACHMENT A

TIE SIZES

Location & Quantities	8.5'	9'	10'	11'	12'	13'	14'	15'	16'	17'	Total
South Harper	0	1	4	0	2	0	0	2	3	0	12
North Harper	0	3	1	0	2	0	0	1	3	0	10
South Woodrow	0	2	2	0	0	3	0	0	1	4	12
North Woodrow	0	2	0	2	1	1	0	1	2	1	10
North Y	0	0	1	2	0	2	1	3	0	0	9
South Y	0	12	7	2	3	5	1	0	3	0	33
Wilson Lumber	0	1	0	2	0	1	2	0	0	0	6
South Norton	0	6	5	4	2	1	1	1	1	0	21
North Norton	0	4	4	4	3	0	2	2	4	2	25
Freight Track - Belington	0	4	10	6	7	3	3	4	2	0	39
River Track - Belington	0	6	0	0	0	0	2	3	6	0	17
S. Run Around - Belington	6	1	6	5	0	1	6	1	3	0	29
N. Run Around - Belington	0	5	4	3	6	4	8	3	5	0	38
Engine House - Belington	0	3	3	0	0	4	1	5	2	0	18
Coach Track - Belington	0	4	7	3	4	5	3	0	4	0	30
2nd Coach Track - Belington	0	5	2	4	3	3	2	1	0	0	20
TOTAL	6	59	56	37	33	33	32	27	39	7	329

BELINGTON YARD



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 owed 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.

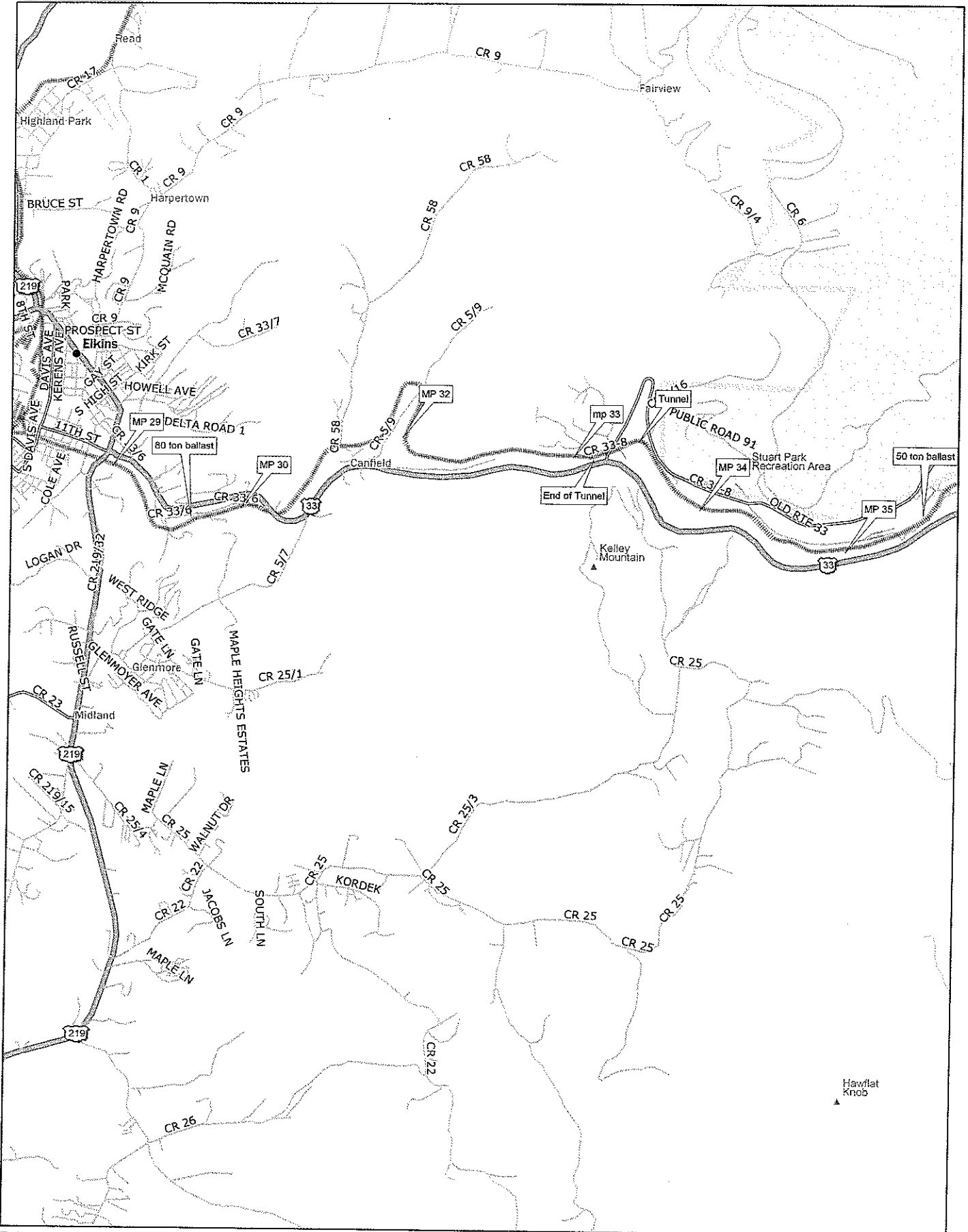
CONFIDENTIALITY: The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing 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: _____

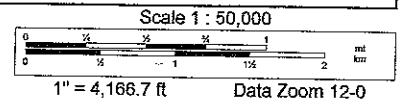
ATTACHMENT B

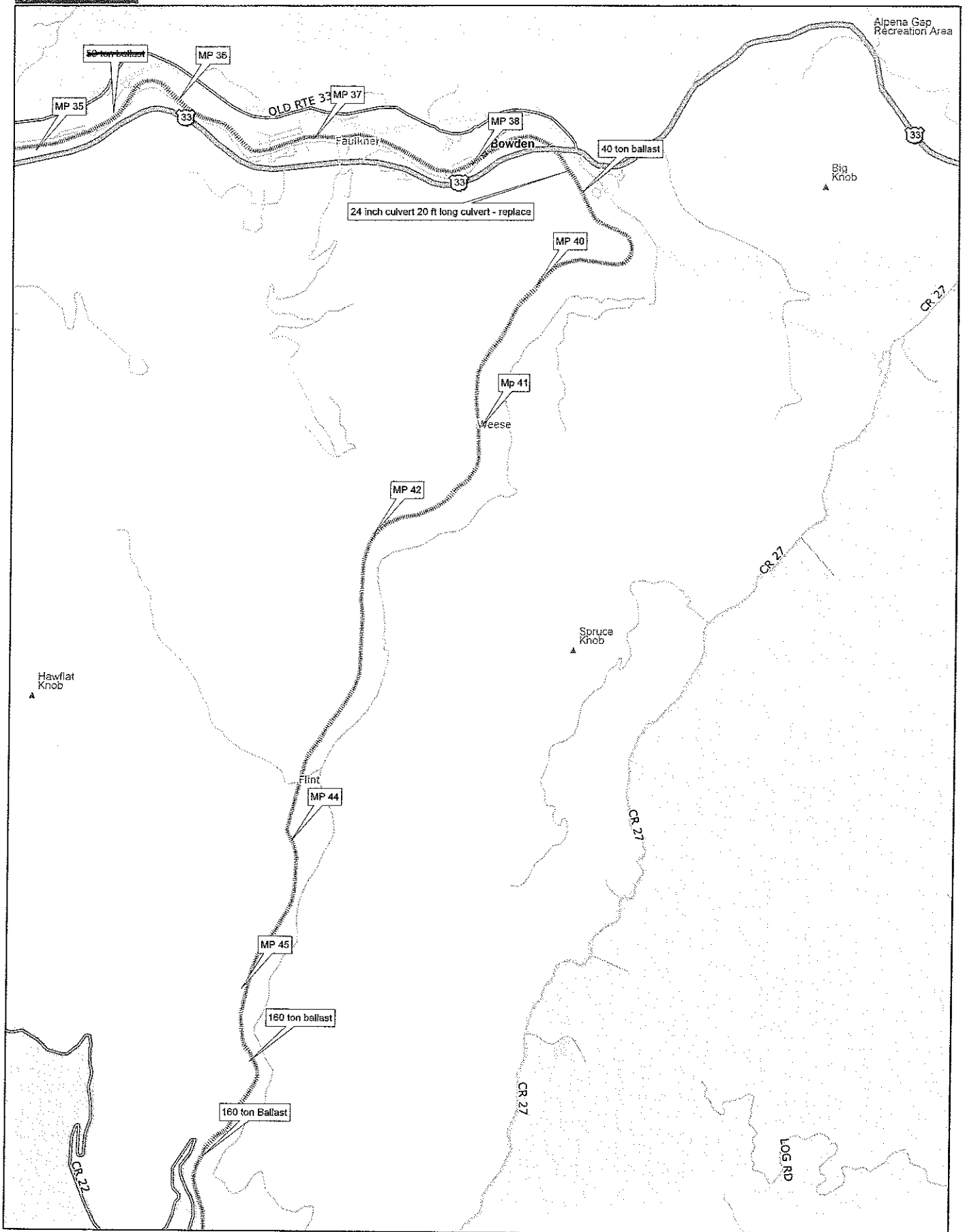


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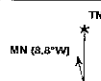




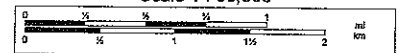
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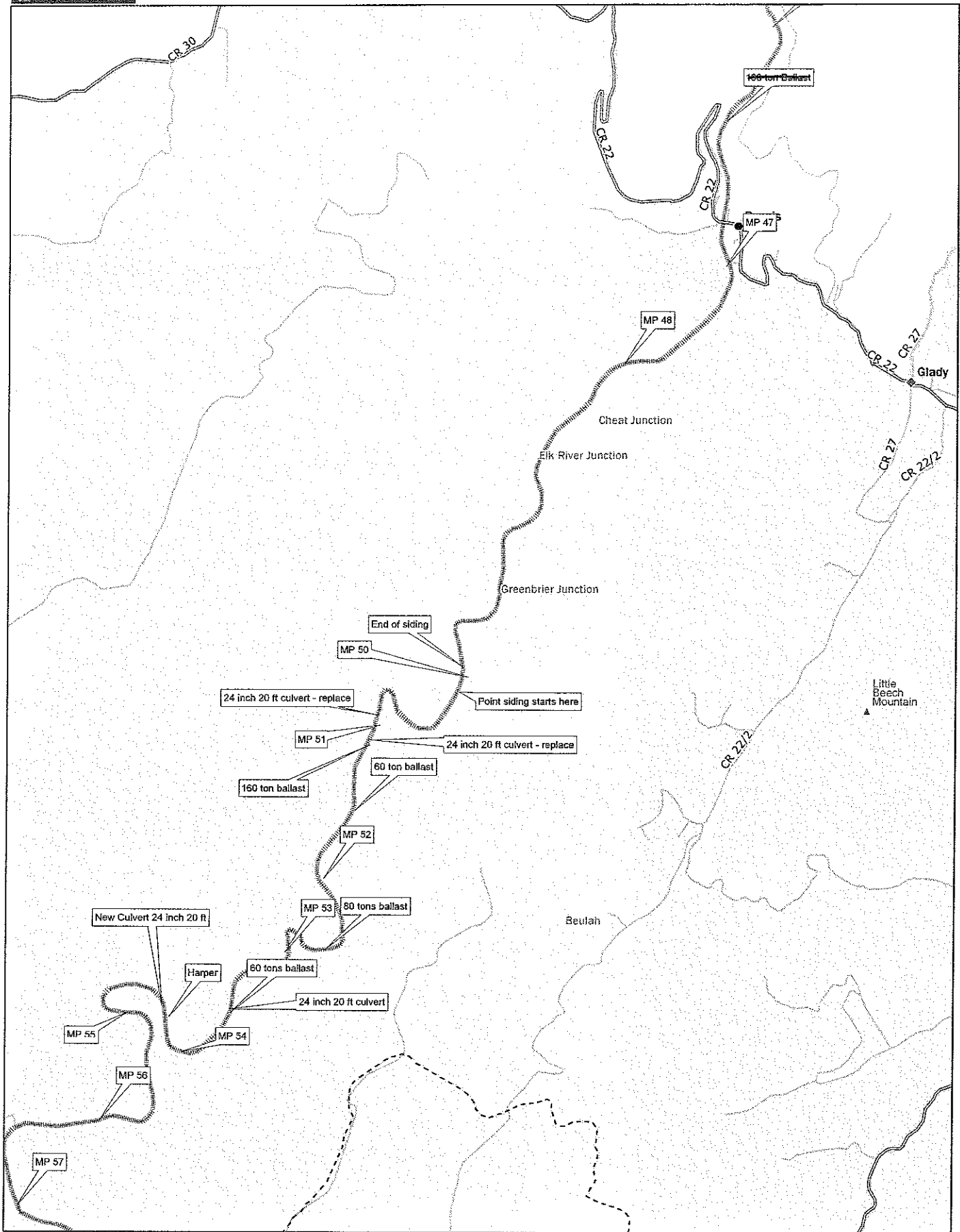


Scale 1 : 50,000



1" = 4,166.7 ft

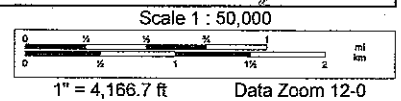
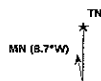
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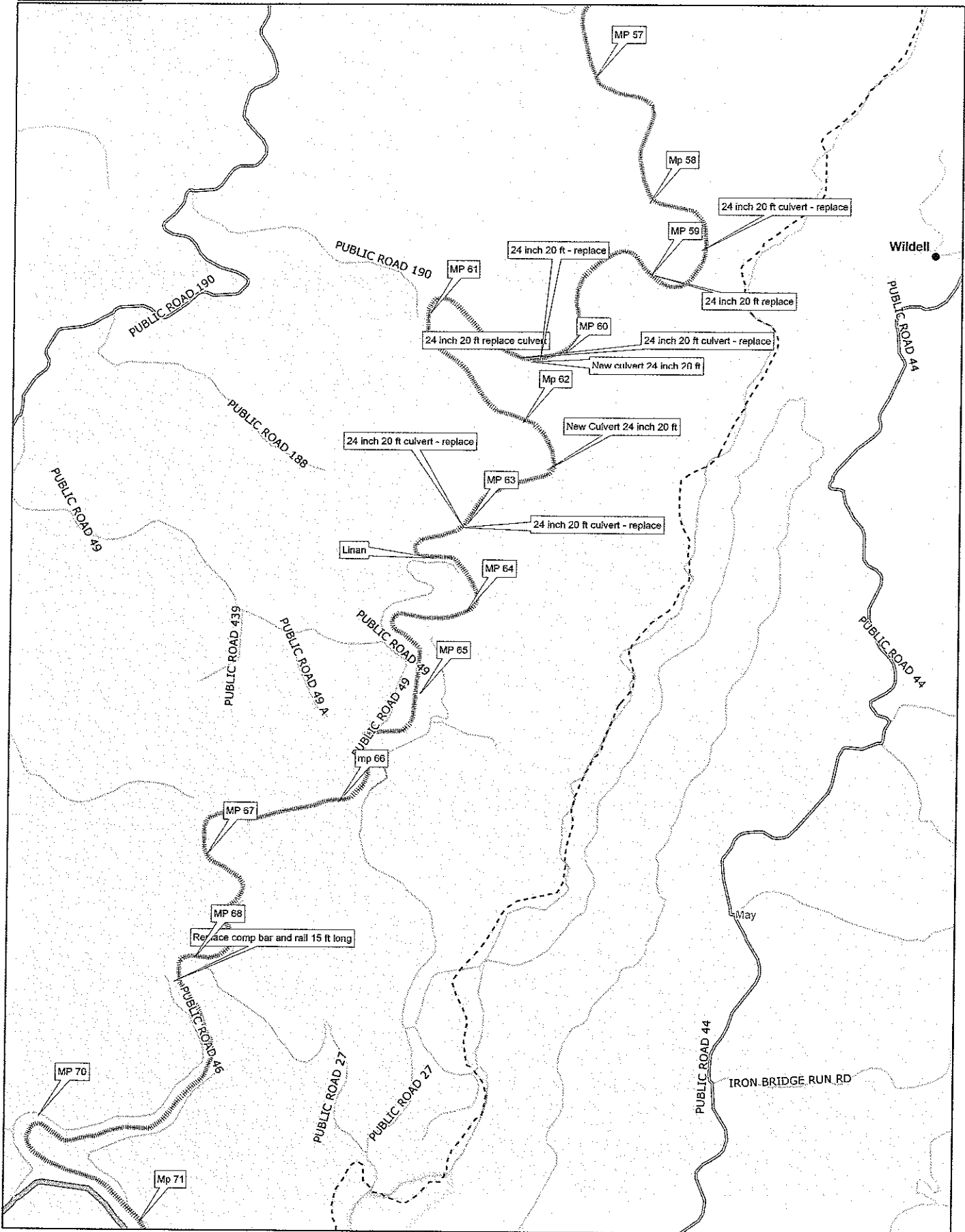


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