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

Request for

RFQ NUMBER RMA10015

ADDRESS CORRESPONDENCE TO ATTENTION OF

KRISTA FERRELL 304-558-2596

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DIVISION OF HIGHWAYS JOBSITE SEE SPECIFICATIONS

DATE PRINTED TERMS OF SALE SHIP VIA F.O.B. FREIGHT TERMS 04/01/2010 BID OPENING DATE: 04/15/2010 BID OPENING TIME 01:30PM CAT. QUANTITY LINE UOP ITEM NUMBER UNIT PRICE AMOUNT ADDENDUM NO. 2 THIS ADDENDUM IS ISSUED TO PROVIDE THE ATTACHED BID CLARIFICATION, TECHNICAL QUESTIONS & ANSWERS, PICTURES DRAWINGS, CALENDAR, MANDATORY PRE-BID SIGN IN SHEET AND TO EXTEND THE BID OPENING DATE AND TIME. BID OPENING CHANGED TO: 04/15/2010 AT 1:30 PM. END OF ADDENDUM NO. 2 ******* d001 LΒ 570-65 REPAIR OF RAILROAD BRIDGES ON THE SBVR AND WVCR THIS IS THE END OF REQ RMA10d15 ***** TOTAL: SEE REVERSE SIDE FOR TERMS AND CONDITIONS SIGNATURE TELEPHONE DATE TITLE ADDRESS CHANGES TO BE NOTED ABOVE

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. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
- 4. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, 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.
- 5. Payment may only be made after the delivery and acceptance of goods or services.
- 6. Interest may be paid for late payment in accordance with the West Virginia Code.
- 7. Vendor preference will be granted upon written request in accordance with the West Virginia Code.
- 8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
- 9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
- 10. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern the purchasing process.
- 11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
- 12. BANKRUPTCY: In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
- 13. HIPAA BUSINESS ASSOCIATE ADDENDUM: The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at www.state.wv.us/admin/purchase/vrc/hipaa.htm and is hereby made part of the agreement. Provided that the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
- 14. 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. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf.
- 15. 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, and the West Virginia Insurance Commission. 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.
- 16. ANTITRUST: In submitting a bid to any agency for the State of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the State of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder.

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, or person or entity submitting a bid for the same material, supplies, equipment or services and is in all respects fair and without collusion or Fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

INSTRUCTIONS TO BIDDERS

- 1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
- 2. 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. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
- 4. 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: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130
- 5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W.Va. C.S.R. §148-1-6.6).



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: Cindy.K.Butler@wv.gov

Addendum #2 – RMA10015 – Bridge Repair – SBVR & WVCR

Any items not specifically addressed in this addendum remain the same as stated in the original RFO.

SCHEDULE:

This project will not begin until after July 1, 2010. For work on the SBVR, the main track will be clear of traffic by 9:00 am. The contractor will have the rest of the day to work. The contractor must have the track available for safe operation of a train at the end of each day. Freight trains do not normally operate on the weekends. Unit trains do not arrive on a schedule and cannot be delayed during their time on the SBVR. The contractor should expect that work will be interrupted on ten days during the project due to the unit train. The delay will involve a later start time for the contractor. The SBVR will provide as much notice as possible to the contractor concerning the unit trains. The excursion train schedule from July 2010 – November 2010 is attached. The track must be available for the excursion train on every scheduled trip. Note that the train runs every day in October.

For work on the WVCR, the main track will be clear of traffic by 9:00 am for work on bridges 25.6 and 26.8. The contractor will have the rest of the day to work. The contractor must have the track available for safe operate of a train at the end of each day. For bridge 28.8, the contractor and operator will coordinate schedules so the track can be made safe for excursion train traffic.

PERMITTING:

The contractor will be responsible for any permitting that may be needed.

BALLAST AND MATERIALS:

As stated in the original RFQ, the contractor is responsible for all materials including ballast.

Shims: Shall be treated hard wood – per AREMA specifications.

SOUTH BRANCH VALLEY RAILROAD

BRIDGE 8.9

The sizes of the timers required for the backwall and wingwalls replacement are:

Clarification of the deck anchors: Deck anchors secure the deck of the bridge to the superstructure of the bridge. For 8.9 it is wooden ties fastened to wooden stringers. The deck anchor would typically be a large spike or lag bolt driven through a tie into a stringer. The spikes are sometimes referred to as ship spikes, lags, draft pins, drift bolts or boat spikes. For this bridge the contractor is to supply a set of 14" spikes on every other tie staggered inside and outside. There are 54 ties so two spikes for every other tie you will need a total of 54 14" spikes. Spikes must meet AREMA specifications.

BRIDGE 9.7

Piles will be repaired by posting. The posting method used must follow AREMA specifications. The height of the bents are: (this is the height of the actual pile plus one foot)

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Span 15 – Pile 6 = 12' 6"

Span 23 – Pile 1 = 12' 6"

Span 23 – Pile 3 = 12' 6"

Span 27 – Pile 3 = 12'

Span 27 – Pile 6 = 12'
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Bridge tie replacement for Bridge 9.7. There are a total of 252 ties that are to be replaced. The figure on page 21 under materials is incorrect. The total number is 252.

Per the original RFQ on page 21, the contractor is responsible for the dapping plans.

New padding is required only under the ties being replaced. (AREMA Specifications)

Can the timber outer guard rail be steel instead of timber? – No since all outer guard rails are not being replaced contractor should use timber.

BRIDGE 32.8

What size is the sash bracing? -2) -3" x 10" x 16'

BRIDGE 42.4

Timber sizes for the bottom timbers of south abutment:

Timber sizes for south wingwalls:

$$3 - 8$$
" x 16" x 6'

WEST VIRGINIA CENTRAL RAILROAD

BRIDGE 28.8

Clean and paint the top lateral bracing gusset plates on Span 2. This has been completely removed from this project.

See attached picture showing the two cross frame brace members. (attachment)

BRIDGE 26.8 - NEW ITEM NOT IN ORIGINAL RFQ

Remove the bridge debris that has accumulation in the stream under the bridge.

Dump site for debris is located at MP 24.5.

This was not part of the original RFQ. The addition of this work replaces the work for Bridge 43.2

BRIDGE 43.2 – (DELETED)

All work removed from this project.

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Pre-Bid Conference

SIGN IN SHEET

[Please Print]

Request for Proposal No.: RM	A 10015 Date: 3-17-	2010/3-18-2010
Firm & Representative Name	<u>Mailing Address</u>	<u>Telephone &</u> <u>FAX Numbers</u>
1. AMIRAL RAILROAD CONTRAITEAS BOB MATTHEWS	9436 EARLEY DRIVE HAGERSTOWN, MD 21740	T: 301-797-3730 F:301-797-3740
2. Balfour BEATTY RAIL ROCKY Kimble	1600 ROUTE 136 WASHING DON, PA 15301	T: <u>724 228 - 7636</u> F: <u>724 884 -</u> 002 S
3. Towny WALLACE Fenton	CINCINNTII. OH. 45237	T: <u>573-304-2038</u> F: <u>513-1188-127</u> 7
4. KEVIN P. BELTRAMO. ARMOND CASSIL	WARREN, MI. 48091	T: <u>586 · 754 - 42</u> 00 F: <u>586 - 754 - 44</u> 08
5. GARY CONHER CONST. CO.	P.O. Box 1448 St. Ausars, WV 25177	T: <u>304-722 42</u> 57 F: <u>304-722 423</u> 0
6. DAVE SNYDER CARL BELT THE	P.O. BOX 1210 Compenso Mo 21502	T: <u>301-729-8900</u> F: <u>301-729-0163</u>
7. Richard Hall American Railroad Fud	2870 Normanly Drus Atlanta, SA 30305	T: <u>404-915-</u> 3124 F: <u>170-393-0</u> 110
8. DANIEL PROCH ATLAS KIR	1213 State Revie 519 Fighty Foul PA 19330	T: 724-228-4508 F: 724-224-3183
- Tyler Wilson Allas LR Const	Eighty Foul PA 19330	T: 7242284500 F: 724 228 3183
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Pre-Bid Conference

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West Virginia Dept. of Transportation State Rail Authority West Virginia Central Railroad Bridge Inspection Report

Bridge WVCR 28.8

West Virginia Central Railroad over Tygart Valley River and Barron Ave.

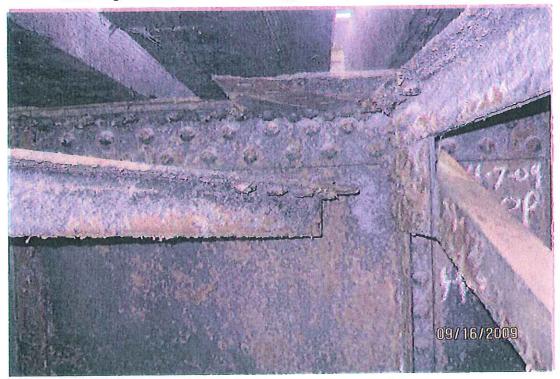


Photo 11 Top lateral brace at NE end of Girder 2 not connected in Span 3.

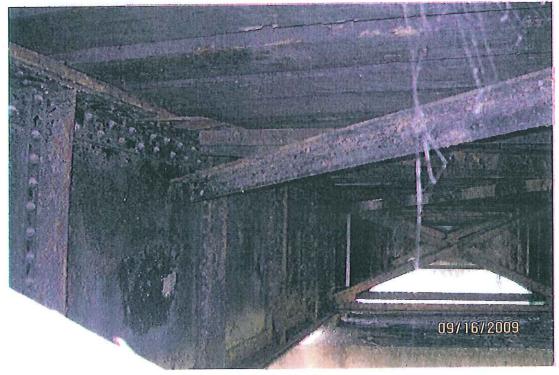
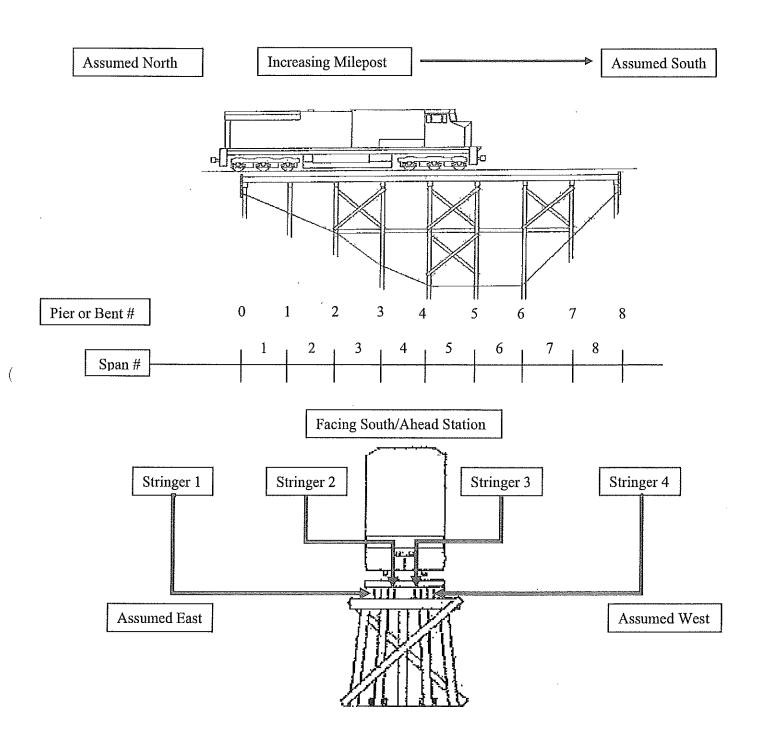


Photo 12 Two top lateral braces are not attached in Span 3.



9

. 20	21	22	23	24	25 WV Rails 9:00 AM	
27 <u>WV Rails</u> 9:00 AM	28	29	30			

Back

July

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
	21			1	2	3 11:30 AM
						Moorefield Fireworks Trip: 6:30 PM
4	5	6	7	8	9	10 11:30 AM
11	12	13	14	15	16	17 11:30 AM
18	19	20	21	22	23	24 11:30 AM
25	26	27	28	29	30	31 11:30 AM

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August

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
1	2	3	4	5	6	7 11:30 AM
8	9	10	11	12	13	14 11:30 AM
15	16	17	18	19	20	21 11:30 AM
22	23	24	25	26	27	28 11:30 AM
29	30	31				

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September

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
			1	2	3	4 11:30 AM
5	6	7	8	9	10	11 11:30 AM
12	13	14	15	16	17	18 11:30 AM

10

19 20 21 22 23 24 25 Hardy Heritage Days & Homes Tour: 9:00 AM

26 27 28 29 30

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October - Fall Foliage Trips

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
					1	2 11:30 AM
1:00 PM	4 11:30 AM	5 11:30 AM	6 11:30 AM	7 11:30 AM	11:30 AM	
				D.		2:30 PM
10:00 AM	11 11:30 AM	12 11:30 AM	13 11:30 AM	14 11:30 AM	15 11:30 AM	
2:30 PM						2:30 PM
17 10:00 AM	18 11:30 AM	19 11:30 AM	20 11:30 AM	21 11:30 AM	22 11:30 AM	23 10:00 AM
2:30 PM						2:30 PM
24 1:00 PM	25 11:30 AM	26 11:30 AM	27 11:30 AM	28 11:30 AM	29 11:30 AM	30 10:00 AM
31 1:00 PM						2:30 PM

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November

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
	1 11:30 AM	2 11:30 AM	3 11:30 AM	4 11:30 AM	5 11:30 AM	6 Entire Railroad Special: 9:00 AM
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

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