



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  
 RMA10031

PAGE  
 1

ADDRESS CORRESPONDENCE TO ATTENTION OF  
 FRANK WHITTAKER  
 304-558-2316

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
06/17/2010				

BID OPENING DATE: 07/27/2010 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		570-48		
RAIL REPLACEMENT  THE WEST VIRGINIA PURCHASING DIVISION, FOR THE AGENCY, THE WEST VIRGINIA STATE RAIL AUTHORITY, IS SOLICITING BIDS FOR RAIL REPLACEMENT ON THE SOUTH BRANCH VALLEY RAILROAD (SBVR) PER THE ATTACHED SPECIFICATIONS.  MANDATORY PRE-BID A MANDATORY PRE-BID WILL BE HELD ON 7/8/10 AT 10:00 AM AT THE SBVR OFFICE IN MOOREFIELD, WV. ALL INTERESTED PARTIES ARE REQUIRED TO ATTEND THIS MEETING. FAILURE TO ATTEND THE MANDATORY PRE-BID SHALL RESULT IN DISQUALIFICATION OF THE BID. NO ONE PERSON MAY REPRESENT MORE THAN ONE BIDDER.  AN ATTENDANCE SHEET WILL BE MADE AVAILABLE FOR ALL POTENTIAL BIDDERS TO COMPLETE. THIS WILL SERVE AS THE OFFICIAL DOCUMENT VERIFYING ATTENDANCE AT THE MANDATORY PRE-BID. FAILURE TO PROVIDE YOUR COMPANY AND REPRESENTATIVE NAME ON THE ATTENDANCE SHEET WILL RESULT IN DISQUALIFICATION OF THE BID. THE STATE WILL NOT ACCEPT ANY OTHER DOCUMENTATION TO VERIFY ATTENDANCE. THE BIDDER IS RESPONSIBLE FOR ENSURING THEY HAVE COMPLETED THE INFORMATION REQUIRED ON THE ATTENDANCE SHEET. THE PURCHASING DIVISION AND THE STATE AGENCY WILL NOT ASSUME ANY RESPONSIBILITY FOR A BIDDER-S FAILURE TO COMPLETE THE PRE-BID ATTENDANCE SHEET. IN ADDITION, WE REQUEST THAT ALL POTENTIAL BIDDERS INCLUDE THEIR E-MAIL ADDRESS AND FAX NUMBER.  ALL POTENTIAL BIDDERS ARE REQUESTED TO ARRIVE PRIOR TO						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
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TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
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WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

## GENERAL TERMS & CONDITIONS PURCHASE ORDER/CONTRACT

1. **ACCEPTANCE:** Seller shall be bound by this order and its terms and conditions upon receipt of this order.
2. **APPLICABLE LAW:** 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.
3. **NON-FUNDING:** All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the terms 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.
4. **COMPLIANCE:** Seller shall comply with all federal, state and local laws, regulations and ordinances including, but not limited to, the prevailing wage rates of the WV Division of Labor.
5. **MODIFICATIONS:** This writing is the parties' final expression of intent. No modification of this order shall be binding unless agreed to in writing by the Buyer.
6. **ASSIGNMENT:** Neither this Order nor any monies due, or to become due hereunder may be assigned by the Seller without the Buyer's consent.
7. **WARRANTY:** The Seller expressly warrants that the goods and/or services covered by this order will:  
{a} conform to the specifications, drawings, samples or other description furnished or specified by the Buyer; {b} be merchantable and fit for the purpose intended; and/or {c} be free from defect in material and workmanship.
8. **CANCELLATION:** The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
9. **SHIPPING, BILLING & PRICES:** Prices are those stated in this order. No price increase will be accepted without written authority from the Buyer. All goods or services shall be shipped on or before the date specified in this Order.
10. **LATE PAYMENTS:** Payments may only be made after the delivery of goods or services. Interest may be paid on late payments in accordance with the *West Virginia Code*.
11. **TAXES:** The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
12. **RENEWAL:** 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, the State may deem this contract null and void, and terminate such contract without further order.
14. **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](http://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.
15. **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>.
16. **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 agency 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.



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<p>THE STARTING TIME FOR THE PRE-BID. BIDDERS WHO ARRIVE LATE, BUT PRIOR TO THE DISMISSAL OF THE TECHNICAL PORTION OF THE PRE-BID WILL BE PERMITTED TO SIGN IN. BIDDERS WHO ARRIVE AFTER CONCLUSION OF THE TECHNICAL PORTION OF THE PRE-BID, BUT DURING ANY SUBSEQUENT PART OF THE PRE-BID WILL NOT BE PERMITTED TO SIGN THE ATTENDANCE SHEET.</p> <p>ALL TECHNICAL QUESTIONS MUST BE SUBMITTED IN WRITING TO FRANK WHITTAKER IN THE PURCHASING DIVISION VIA EMAIL AT FRANK.M.WHITTAKER@WV.GOV OR VIA FAX AT 304-558-4115. DEADLINE FOR TECHNICAL QUESTIONS IS 7/13/10 AT 4:00 PM ALL TECHNICAL QUESTIONS WILL BE ADDRESSED BY ADDENDUM AFTER THE DEADLINE.</p> <p>EXHIBIT 5</p> <p>WEST VIRGINIA CODE 21-1D-5 PROVIDES THAT: ANY SOLICITATION FOR A PUBLIC IMPROVEMENT CONSTRUCTION CONTRACT REQUIRES EACH VENDOR THAT SUBMITS A BID FOR THE WORK TO SUBMIT AT THE SAME TIME AN AFFIDAVIT OF COMPLIANCE WITH THE BID. THE ENCLOSED DRUG-FREE WORKPLACE AFFIDAVIT MUST BE SIGNED AND SUBMITTED WITH THE BID AS EVIDENCE OF THE VENDOR'S COMPLIANCE WITH THE PROVISIONS OF ARTICLE 1D, CHAPTER 21 OF THE WEST VIRGINIA CODE. FAILURE TO SUBMIT THE SIGNED DRUG-FREE WORKPLACE AFFIDAVIT WITH THE BID SHALL RESULT IN DISQUALIFICATION OF SUCH BID.</p> <p>NOTICE TO PROCEED: THIS CONTRACT IS TO BE PERFORMED BY 10/31/10. 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</p>						

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<p>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 GRANT &amp; HARDY 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> <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</p>						

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<p>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 BOND WILL ONLY BE ALLOWED FOR PROJECTS UNDER \$100,000. PERSONAL OR BUSINESS CHECKS ARE NOT ACCEPCTABLE IN LIEU OF THE 5% BID BOND, PERFORMANCE BOND, OR LABOR AND MATERIAL BOND.</p> <p>( ) MAINTENANCE BOND: A TWO (2) YEAR MAINTENANCE BON COVERING THE ROOFING SYSTEM WILL BE A REQUIREMENT OF THE SUCCESSFUL VENDOR.</p> <p>REV. 11/00</p> <p>EXHIBIT 7</p> <p>DOMESTIC ALUMINUM, GLASS &amp; 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 ALUMINU 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>						

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<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. ALL VENDORS MUST INDICATE IN THEIR BID IF THEY ARE SUPPLYING FOREIGN ALUMINUM, GLASS OR STEEL.</p> <p>REV. 3/88</p> <p>EXHIBIT 9</p> <p>NOTICE FOR ISSUANCE &amp; ACKNOWLEDGEMENT OF CONSTRUCTION PROJECT ADDENDA</p> <p>THE ARCHITECT/ENGINEER AND/OR AGENCY SHALL BE REQUIRED TO ABIDE BY THE FOLLOWING SCHEDULE IN ISSUING CONSTRUCTION PROJECT ADDENDA FOR STATE AGENCIES:</p> <p>(1) THE ARCHITECT/ENGINEER SHALL PREPARE THE ADDENDUM AND A LIST OF ALL PARTIES THAT HAVE PROCURED DRAWINGS</p>						

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<p>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 DATE.</p> <p>REV. 11/96</p> <p>EXHIBIT 10</p> <p>ADDENDUM ACKNOWLEDGEMENT</p> <p>I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.</p> <p>ADDENDUM NOS. :</p> <p>NO. 1 .....</p>						

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	NO. 2					
	NO. 3					
	NO. 4					
	NO. 5					
<p>I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF THE BIDS.</p> <p>VENDOR MUST CLEARLY UNDERSTAND THAT ANY VERBAL REPRESENTATION MADE OR ASSUMED TO BE MADE DURING ANY ORAL DISCUSSION HELD BETWEEN VENDOR'S REPRESENTATIVES AND ANY STATE PERSONNEL IS NOT BINDING. ONLY THE INFORMATION ISSUED IN WRITING AND ADDED TO THE SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING.</p> <p>.....SIGNATURE</p> <p>.....COMPANY</p> <p>.....DATE</p> <p>REV. 11/96</p> <p>CONTRACTORS LICENSE</p> <p>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</p>						

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				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 RULES 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 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.		
				BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THE STATE MAY DEEM THE CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT WITHOUT FURTHER ORDER.		

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<p>NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p>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: 44</p> <p>REQ. NO.: RMA10031</p> <p>BID OPENING DATE: 07/27/2010</p> <p>BID OPENING TIME: 1:30 PM</p> <p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY 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>						

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## REQUEST FOR QUOTE

The West Virginia Purchasing Division, for the West Virginia State Rail Authority (SRA), is soliciting bids for rail replacement on the South Branch Valley Railroad (SBVR).

### DESCRIPTION OF WORK

#### Rail Replacement at South End of Moorefield Yard

Approximately 2,718 track feet (5,436 linear feet) of lightweight, jointed rail will be replaced with 131/132RE jointed rail from the end of welded rail to the first private crossing outside the yard. SBVR will supply the rail and the contractor will supply all other materials. There are two dirt road crossings in this section of track.

#### Rail Replacement North of Durgon

Approximately 3,136 track feet (6,272 linear feet) of lightweight, jointed rail will be replaced with 105DY jointed rail from the north end of Bridge 46.2 at Durgon north to Bridge 45.6. SBVR will supply the rail and the contractor will supply all other materials. There is one dirt road crossing in this section of track.

#### Rail Replacement at Durgon

Approximately 800 track feet (1,600 linear feet) of lightweight, jointed rail will be replaced on the main track from the north end of the side track to the south end. This includes two turnouts; a #8 on the north end and a #10 on the south end. The rail in the siding will not be replaced.

## CONDUCT OF WORK

### General

The SBVR typically operates freight trains between Moorefield and Petersburg twice a week. These trains will be operated so as to minimize any interruption to the contractor during this project. The SBVR will notify the contractor in advance as to when a train will run through the work area. The SBVR reserves the right to run at any time should an emergency situation develop. A motorcar excursion is scheduled for Saturday, September 11, 2010. It will make a round trip between Petersburg and Green Spring, traversing the work area twice that day. A dinner train will operate between Petersburg and Moorefield on the evening of Saturday, October 16, 2010. The contractor must have the track available and safe to use for these trains.

There will be a mandatory pre-construction meeting held with the successful contractor prior to the start of work. This meeting will be with SRA and SBVR employees and the contractor's project manager. The purpose of this meeting is to assure that everyone understands the entire scope of work as outlined in the awarded purchase order.

A weekly status report must be submitted to the SRA. This report will be signed by the contractor and railroad representative and will list the work completed for the week. A final inspection of all completed work will be conducted by the contractor, SRA and SBVR to assure that all work is completed as stated in the specifications. Final payment will be withheld until this inspection is complete.

The contractor will comply with all safety rules and regulations as required by the Federal Railroad Administration, SBVR and other parties as applicable. An SBVR employee will obtain the necessary work authorities and provide radio communication.

The contractor is responsible for clean-up of the work site. All debris and refuse will be removed from SBVR property and disposed of properly. Old rail and OTM will be placed in piles along the right of way and will remain the property of the SBVR.

Materials and equipment can be stored at Moorefield (MP 38.5) and Durgon (MP 46.3). Each location has vehicular access and a track to store on-track equipment.

Contractor will use Heavy & Highway Construction Rates as established for the counties where the work will take place. The rates are pursuant to WV Code § 21-5A, et. Seq. and are available at [www.wvsos.com/adlaw/wagerates](http://www.wvsos.com/adlaw/wagerates). Contractor will be responsible for submitting certified payrolls to the SRA.

### Ties

Ties must be adzed, when necessary, to give the tie plate a full bearing across the tie and parallel with the plane of the track. Spike holes in all ties shall be plugged prior to replacement of rail.

Before placing tie plates on the tie, dirt and other substances shall be removed from the bottom of the tie plate and the top of the tie. Care must be taken that canted tie plates incline toward the center of the track and that plates having a different amount of cant or flat plates are not mixed.

### Rail

Rails shall be placed so that the joints in each line of rail shall be within the middle half of the opposite length rail. To minimize the cutting of full length rails, short rails may be used in adjusting for proper spacing of joints, but no less than 33 feet on curves or 19'6" on tangents shall be used.

Flame cutting of rail shall not be permitted. Rail shall be cut with a rail saw. Bolt holes shall be drilled, not torch cut.

The bottom of the rail shall be cleaned before rail is laid. Rails shall be laid one at a time and, to ensure good adjustment, the rail ends brought squarely together against suitable rail expansion shims and bolted before spiking.

Bolted joints are to be centered between ties when possible. Field welded joints are to be centered between ties. Rail joints will not be placed in grade crossings, including road shoulders.

SBVR will perform any welding or grinding necessary to correct rail end mismatch.

### Gaging

Rail will be gaged to 56 ½ inches plus or minus ¼ inch measured on a plane 5/8 inch below top of rail. When a new tie is being installed among other ties, up to five ties on either side of the newly inserted tie will be plugged and respiked to correct gage. There will be no change in gage on account of curvature.

### Spiking

All ties shall be spiked with new ties in the appropriate pattern as indicated by SBVR standards (Attachment A). Spikes shall be started and driven vertically and square with the rail. Spikes

shall have full bearing against the side of the rail base. Spikes shall not be overdriven; a gap of 1/8 to 3/16 inch shall remain between the underside of the spike and the top of the rail base.

### Rail Anchoring

Every fourth tie shall be box anchored, i.e., an anchor on each side of a tie, on both rails, or four (4) anchors applied to one tie. Rail anchors shall be applied through turnouts. They shall be applied to the gage side of rail against the same tie face on opposite rails. Rail anchors shall be securely fastened to the rail and have a solid bearing against the ties. They shall not be moved by driving them along the rail.

### MATERIALS

All materials must conform to AREMA design specifications.

SBVR will provide all rail.

The contractor will provide the following materials:

**Tie Plugs:** Tie plugs shall be 5/8 inch and creosote-treated. Foam spike hole filler is not to be used.

**Tie Plates:** Tie plates shall be double shouldered and inclined-surfaced with all plates having 1:40 cant. They shall have eight square spike holes. Round holes are not acceptable. Plates shall not be bent or have excessively worn spike holes. Plates for 131/132RE shall be a minimum of 13 inches in length and 7-3/4 inches in width. Plates for 105DY shall be a minimum of 12 inches in length and 7-3/4 inches in width.

**Joint Bars:**

**Track Bolts and Washers:**

**Spring Lock Nuts:**

**Track Spikes:** Spikes shall be new 5/8 inch by 6 inch.

**Rail Anchors:** Anchors shall be new drive-on design

**Turnouts:** One 105DY #8 RBMI turnout and one 105DY #10 RBMI turnout per AREMA specifications. Switch stands are to be New Century 51-A complete with bow handles. Self guarded frogs will not be accepted. All material may be relay.

Contractor may have materials shipped to SBVR at Moorefield. The SBVR must be notified in advance of such deliveries. Contractor will be responsible for transportation of all materials it supplies to the work site.

#### COMPLETION DATE

The completion date for this project is October 31, 2010. The cost to the SBVR for the administration of the contract as well as train delays that will be incurred after that date make it necessary for the agency to assess liquidated damages against the contractor for each calendar day any work remains uncompleted after that date. The charge will be \$500.00 per day.

#### BID REQUIREMENTS

Interested bidders must attend a mandatory prebid meeting to be held on June 18, 2010 at 10:00 am at the SBVR office in Moorefield. This meeting will include an inspection trip to the work sites. Bidders must provide their own hi-rail equipment or make arrangements with other potential vendors to ride with them if they are interested in visiting the work sites. Contractors wishing to attend should inform Frank Whittaker at 304-558-2316 by June 16, 2010. Questions prior to the prebid inspection must be submitted in writing and will be addressed at the meeting. Please e-mail any questions to Frank Whittaker at [frank.m.whittaker@wv.gov](mailto:frank.m.whittaker@wv.gov). ALL questions prior to the prebid inspection and all questions after the prebid inspection are to go to Frank Whittaker at the Purchasing Division. Other than questions addressed the day of the prebid meeting, contractors are not to contact the State Rail Authority directly.

The contractor must have previous with railroad track maintenance and construction.

Bid must be one lump sum including all associated costs for the project. The project will be awarded to the lowest qualified bidder.

**BID BOND**

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, \_\_\_\_\_  
of \_\_\_\_\_, \_\_\_\_\_, as Principal, and \_\_\_\_\_  
of \_\_\_\_\_, \_\_\_\_\_, a corporation organized and existing under the laws of the State of \_\_\_\_\_  
with its principal office in the City of \_\_\_\_\_, as Surety, are held and firmly bound unto the State  
of West Virginia, as Obligea, in the penal sum of \_\_\_\_\_ (\$ \_\_\_\_\_) for the payment of which,  
well and truly to be made, we jointly and severally bind ourselves, our heirs, administrators, executors, successors and assigns

The Condition of the above obligation is such that whereas the Principal has submitted to the Purchasing Section of the  
Department of Administration a certain bid or proposal, attached hereto and made a part hereof, to enter into a contract in writing for  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NOW THEREFORE,

- (a) If said bid shall be rejected, or
- (b) If said bid shall be accepted and the Principal shall enter into a contract in accordance with the bid or proposal attached  
hereto and shall furnish any other bonds and insurance required by the bid or proposal, and shall in all other respects perform the  
agreement created by the acceptance of said bid, then this obligation shall be null and void, otherwise this obligation shall remain in full  
force and effect. It is expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event,  
exceed the penal amount of this obligation as herein stated.

The Surety, for the value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no  
way impaired or affected by any extension of the time within which the Obligea may accept such bid, and said Surety does hereby  
waive notice of any such extension.

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

Principal Corporate Seal

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

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

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

Surety Corporate Seal

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

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

**IMPORTANT – Surety executing bonds must be licensed in West Virginia to transact surety insurance. Raised corporate seals  
must be affixed, a power of attorney must be attached.**



AGENCY \_\_\_\_\_ (A)  
RFQ/RFP# \_\_\_\_\_ (B)

**Bid Bond**

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

NOTE: Dated, Power of Attorney with Raised  
Surety Seal must accompany this bid  
bond.

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned,  
\_\_\_\_\_(C)\_\_\_\_\_ of \_\_\_\_\_(D)\_\_\_\_\_, \_\_\_\_\_(E)\_\_\_\_\_  
as Principal, and \_\_\_\_\_(F)\_\_\_\_\_ of \_\_\_\_\_(G)\_\_\_\_\_  
\_\_\_\_\_(H)\_\_\_\_\_, a corporation organized and existing under the laws  
of the State of \_\_\_\_\_(I)\_\_\_\_\_ with its principal office in the City of  
\_\_\_\_\_(J)\_\_\_\_\_, as Surety, are held and firmly bound unto The State  
of West Virginia, as Obligee, in the penal sum of \_\_\_\_\_(K)\_\_\_\_\_  
(\$ \_\_\_\_\_(L)\_\_\_\_\_) for the payment of which, well and truly to be made,  
we jointly and severally bind ourselves, our heirs, administrators, executors,  
successors and assigns.

The Condition of the above obligation is such that whereas the Principal  
has submitted to the Purchasing Section of the Department of Administration  
a certain bid or proposal, attached hereto and made a part hereof to enter into a  
contract in writing for \_\_\_\_\_(M)\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NOW THEREFORE.

(a) If said bid shall be rejected, or

(b) If said bid shall be accepted and the Principal shall enter into a  
contract in accordance with the bid or proposal attached hereto and shall furnish  
any other bonds and insurance required by the bid or proposal, and shall in all  
other respects perform the agreement created by the acceptance of said bid then  
this obligation shall be null and void, otherwise this obligation shall remain in full  
force and effect. It is expressly understood and agreed that the liability of the  
Surety for any and all claims hereunder shall, in no event, exceed the penal  
amount of this obligation as herein stated

The Surety for value received, hereby stipulates and agrees that the  
obligations of said Surety and its bond shall be in no way impaired or affected by  
any extension of time within which the Obligee may accept such bid: and said  
Surety does hereby waive notice of any such extension.

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

Principal Corporate Seal

(R)

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

(U)

Surety Corporate Seal

\_\_\_\_\_(V)\_\_\_\_\_  
(Name of Surety)  
  
\_\_\_\_\_(W)\_\_\_\_\_  
Attorney-in-Fact

IMPORTANT – Surety executing bonds must be licensed in West Virginia to  
transact surety insurance. Raised Corporate Seals must be affixed and a Power of  
Attorney must be attached.



State of West Virginia  
DRUG FREE WORKPLACE CONFORMANCE AFFIDAVIT  
West Virginia Code §21-1D-5

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_, TO-WIT:

I, \_\_\_\_\_, after being first duly sworn, depose and state as follows:

- 1. I am an employee of \_\_\_\_\_; and,  
(Company Name)
- 2. I do hereby attest that \_\_\_\_\_  
(Company Name)

maintains a valid written drug free workplace policy and that such policy is in compliance with **West Virginia Code §21-1D-5.**

The above statements are sworn to under the penalty of perjury.

\_\_\_\_\_  
(Company Name)

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Taken, subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_.

By Commission expires \_\_\_\_\_

(Seal)

\_\_\_\_\_  
(Notary Public)

**THIS AFFIDAVIT MUST BE SUBMITTED WITH THE BID IN ORDER TO COMPLY WITH WV CODE PROVISIONS. FAILURE TO INCLUDE THE AFFIDAVIT WITH THE BID SHALL RESULT IN DISQUALIFICATION OF THE BID.**

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.

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

**WITNESS THE FOLLOWING SIGNATURE**

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

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

State of \_\_\_\_\_

County of \_\_\_\_\_, to-wit:

Taken, subscribed, and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_

My Commission expires \_\_\_\_\_, 20\_\_

**AFFIX SEAL HERE**

**NOTARY PUBLIC** \_\_\_\_\_