



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
 RMA11026

PAGE
 1

ADDRESS CORRESPONDENCE TO ATTENTION OF
 FRANK WHITTAKER
 804-558-2316

RFQ COPY
 TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

WV STATE RAIL AUTHORITY
 JOBSITE
 SEE SPECIFICATIONS

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B	FREIGHT TERMS
07/11/2011				

BID OPENING DATE: 07/26/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
***** ADDENDUM NO. 2 *****						
THIS ADDENDUM IS ISSUED TO:						
PROVIDE THE ATTACHED BID CLARIFICATION, REVISED MATERIALS LIST, REVISED PRICING PAGE, TRACK CHARTS, AND THE MANDATORY PRE-BID SIGN IN SHEET.						
THE BID OPENING DATE AND TIME HAVE NOT CHANGED.						
***** END ADDENDUM NO. 2 *****						
0001	1	EA		559-20		
THE WEST VIRGINIA PURCHASING DIVISION FOR THE AGENCY						

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. 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**

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 – RMA11026 – Misc Projects WVCR

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

- Track charts are attached for the areas where work will be performed.
- This project will consist of **5,500 ties and 328 switch ties. 500 additional ties will be added from the original RFQ and 19 switch ties.** Totals now will be MP 0 – 22 = 4,000 ties **MP 28.0 – 38.5 = 1,500 ties**
- Updated list of switch tie sizes and locations is attached.
- WVCR will furnish and place the ballast.
- WVCR signal maintainer will mark the bond wires. Contractor will be responsible for any damage done to grade crossing signal systems.
- The 67 rail joints that will be marked for welding will only be on 4 bolt joints. Thermitite welds are to be used and installed per manufacturer instructions. Contractor should follow AREMA section 2.5 for thermitite welding of rail joints.
- Rail defect – MP 4.3 is a bad weld. The contractor will need to cut out the bad section and weld a piece back into place. At MP 6.7 a full stick of rail will need replaced and welded. The defect at MP 6.7 is in tangent track.
- For MP 8.8-8.9 panel track replacement, the 470' of existing ribbon rail is actually two pieces equaling 470'. This will require 6 – 131# thermitite weld kits at this location bringing the total 131# thermitite weld kits under materials section to 25 kits not 24 as listed.
- Siding at MP 22.0 is completely removed from this project. This will be rebid separately at a later date.
- Section for culvert installation is changed to ditching only. Contractor **will not** install a culvert at JF Allen crossing (MP 25.7). Instead contractor will ditch from road crossing tapering down 300 feet from crossing to provide a drainage ditch.

- A question was asked about the specification used in the RFQ for ties. The specification is correct. A new 7" x 9" x 8' 6" industrial grade (IG) tie with the specifications as written in the RFQ will be used. Number of ties needed is now 5,500.
- Because of the removal of MP 22 siding, the material specification for 2 complete sets of #8 – 115RE switches is removed. Only the additional switch ties listed will be needed.
- Under materials the specification for the rail, joint bars, bolts, washers and ballast is no longer necessary due to the removal of the MP 22 siding.
- The requirement for the ½ day safety and track access class is mandatory for ALL employees that will be working on this project. The class will be given one time before the contractor starts the projects. All employees must be in attendance for this class. Any employee not in attendance will not be permitted to work on this project.
- The pre-bid sign-in sheet is attached.
- A new materials list is attached. There have been removals and additions per this addendum. The new materials list completely replaces the list of materials in the original RFQ.
- A new cost sheet is attached. This cost sheet completely replaces the cost sheet in the original RFQ.
- The tamper subcontractor used on the last project was SMS Partnership, Keith Brubaker, 724-554-3089.

MATERIALS

Contractor will be responsible for all materials meeting the specs below:

THERMITE WELD KITS:

(Contractor is to follow the detailed manufacturer's instructions for the specific thermite process being used without deviation.)

- 15 – 132# thermite weld kits
- 25 – 131# thermite weld kits – includes the 4.3, 6.7, 8.8 projects
- 5 – 115# thermite weld kits
- 26 – 112# thermite weld kits
- 4 – Comp 112-131 thermite weld kits
- 2 – Comp 115-132 thermite weld kits

TIES

5,500 - Ties will be new 7" x 9" x 8'6" industrial grade (IG) ties. Specifications in AREMA Chapter 3 will govern. Ties will be mixed hardwoods and oak, 100% end plated and creosote treated to 7# retention or refusal. Contractor will provide treated tie plugs. Contractor will be responsible for all ties.

TIE PLATES

SRA will provide tie plates where existing tie plates are defective or missing.

SWITCH TIES

Switch ties must meet AREMA specifications. 100% end plated and creosote pressure treated to 7# retention or refusal. Number and sizes below.

- | | |
|--------------------|--------------------|
| 66 – 7" x 9" x 9' | 32 – 7" x 9" x 14' |
| 56 – 7" x 9" x 10' | 33 – 7" x 9" x 15' |
| 38 – 7" x 9" x 11' | 24 – 7" x 9" x 16' |
| 44 – 7" x 9" x 12' | 1- 7" x 9" x 17' |
| 34 – 7" x 9" x 13' | |

SPIKES

Spikes will be new and conform to AREMA specifications.

SWITCH NAME	M.P.	9'	10'	11'	12'	13'	14'	15'	16'	17'
COACH TR.	11.4	3		3		1	1	2	2	
ENGINE HOUSE	11.45		6	1	4		5	1	1	
SO. RUN AROUND	11.55		4	1	6	3		3		
FREIGHT	11.7	2						1		
RIVER	11.65	1	7		2		2			
NO. NORTON	21.6	3	1	1	4	3	1	3	3	
WILSON LUM.	28.1	9	6	5	3	1			3	
NO. INDUSTRIAL	28.3	9	3	6	3	4	7	4	5	1
NO WYE	28.4		2	5	3		2	4		
DAILY BR.	28.5	10	5	6	5	4	5	7	2	
SO. WYE	28.6	13	6	2	6	6	1	3	2	
NO. TUNNEL	32.8	6	4	4	4	2	2	4		
SO. TUNNEL	33		3		1	3	4			
NO. BOWDEN	38	4	4	1		2			1	
SO. BOWDEN	38.3	6	5	3	3	5	2	1	5	
		66	56	38	44	34	32	33	24	1

RMA Cost Sheet

Line Item	Description	Unit Cost	Unit of Measure	Quantity	Extended Cost
	Tie Replacement <i>(including gaging of inserted tie)</i>				
1	Ties	\$	per tie	5,500	\$
2	Switch Ties:				
	9 foot	\$	per tie	66	\$
	10 foot	\$	per tie	56	\$
	11 foot	\$	per tie	38	\$
	12 foot	\$	per tie	44	\$
	13 foot	\$	per tie	34	\$
	14 foot	\$	per tie	32	\$
	15 foot	\$	per tie	33	\$
	16 foot	\$	per tie	24	\$
	17 foot	\$	per tie	1	\$
	Additional Surfacing/Ballast Regulation				
3	Additional Surfacing - Continuous MP 0-22	\$	per track foot	116,160	\$
				(22 miles)	
4	Additional Surfacing - Spot (Mainly Curves)	\$	per track foot	10,560	\$
	\			(2 miles)	
	Replace Defective Rail				
5	Replace Rail at MP 4.3 - Include welds	\$	per rail	1	\$
6	Replace Rail at MP 6.7 - Include welds	\$	per rail	1	\$
	Panel Track Replacement - 8.8-8.9				
7	Replace one complete side of Rail as described in RFQ - Including welds	\$	each	1	\$
	Ditching - MP 25.7				
8	Drainage Ditch at JF Allen Crossing	\$	per foot	300	\$

RMA Cost Sheet

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Line Item	Description	Unit Cost	Unit of Measure	Quantity	Extended Cost
	Rail Joint Welding				
9	Thermite Joint Welds	\$	Per Weld	67	\$
			Total Bid:		\$

Notes:

- 1.) The above quantities are the agency's best estimate for the amount of work to be completed. Any variation in the actual quantities will be determine based on the unit price shown above for the given work.
- 2.) Vendors should complete this form in its entirety in lieu of submitting other quote forms. Submitted form should be provided in a legible form. (Typewritten form preferred.)
- 3.) Vendors must submit unit prices for all line items. Failure to provide unit prices will result in the disqualification of the vendor's bid.

BA DIV.

BELLINGTON SUBDIV.

EIS# 328

VAL. SEC. 97.1

LAST REVISED 04-01-97

B&O RR

EAST →

RR # 218 CN
TO BUCKHANNON

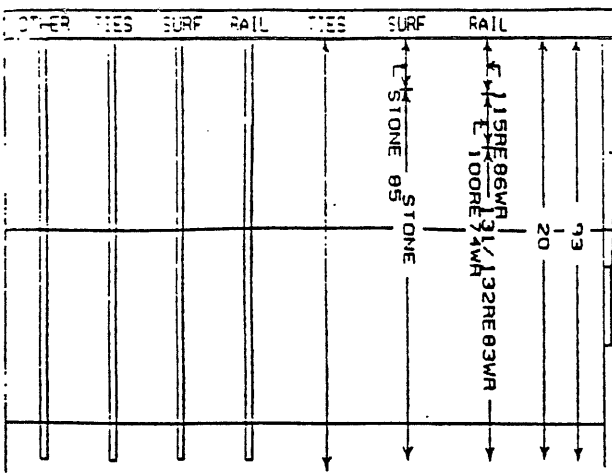
COWAN SD
EIS # 324
TO CRAFTON

TYGART JCT
(O.O.)

STREAM

1347.2
1347.2
1333.7
1327.8

-1.21
-0.43
P. 28

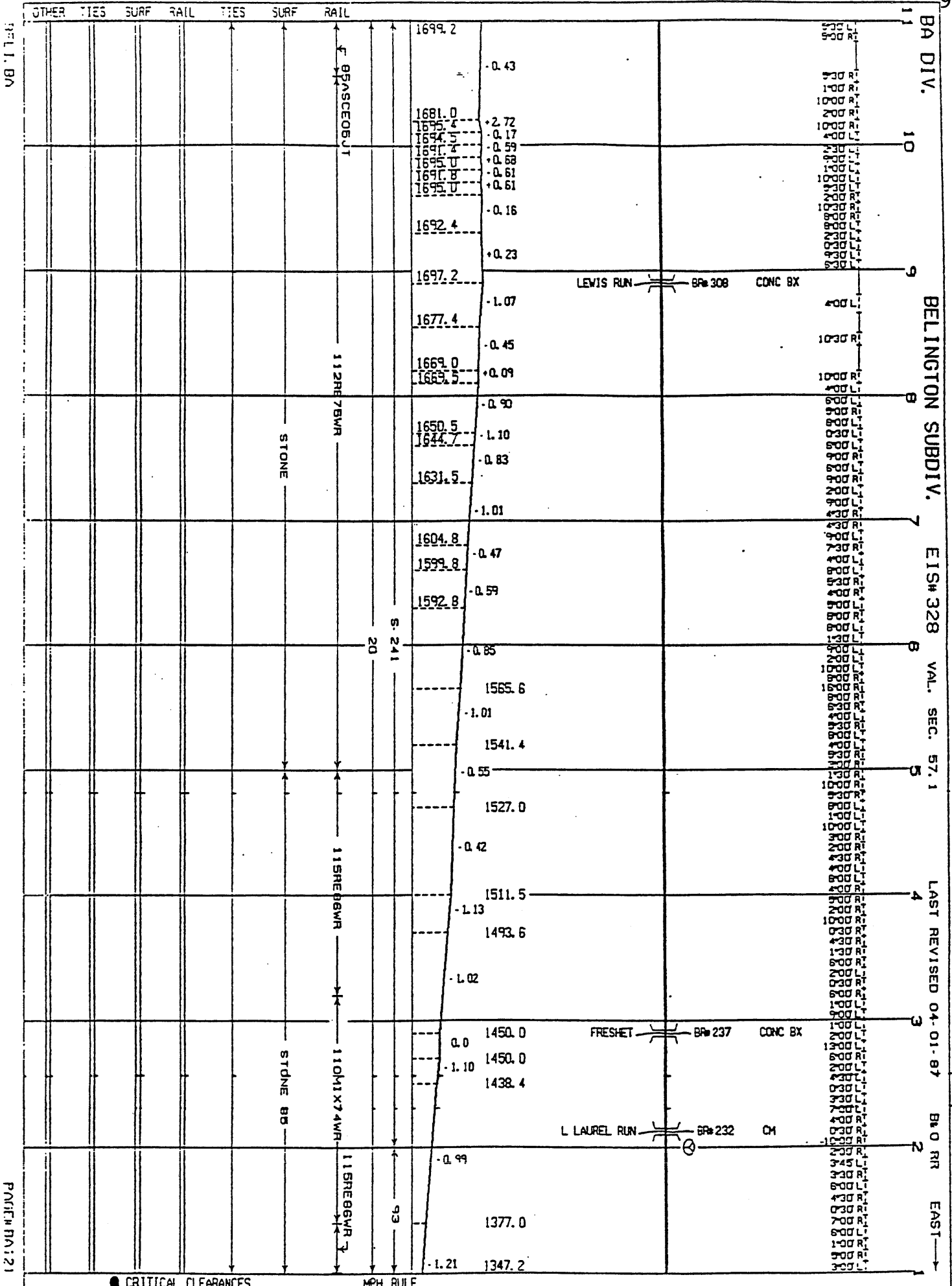


NEELI, BN

● CRITICAL CLEARANCES

MPH SCALE

BA122

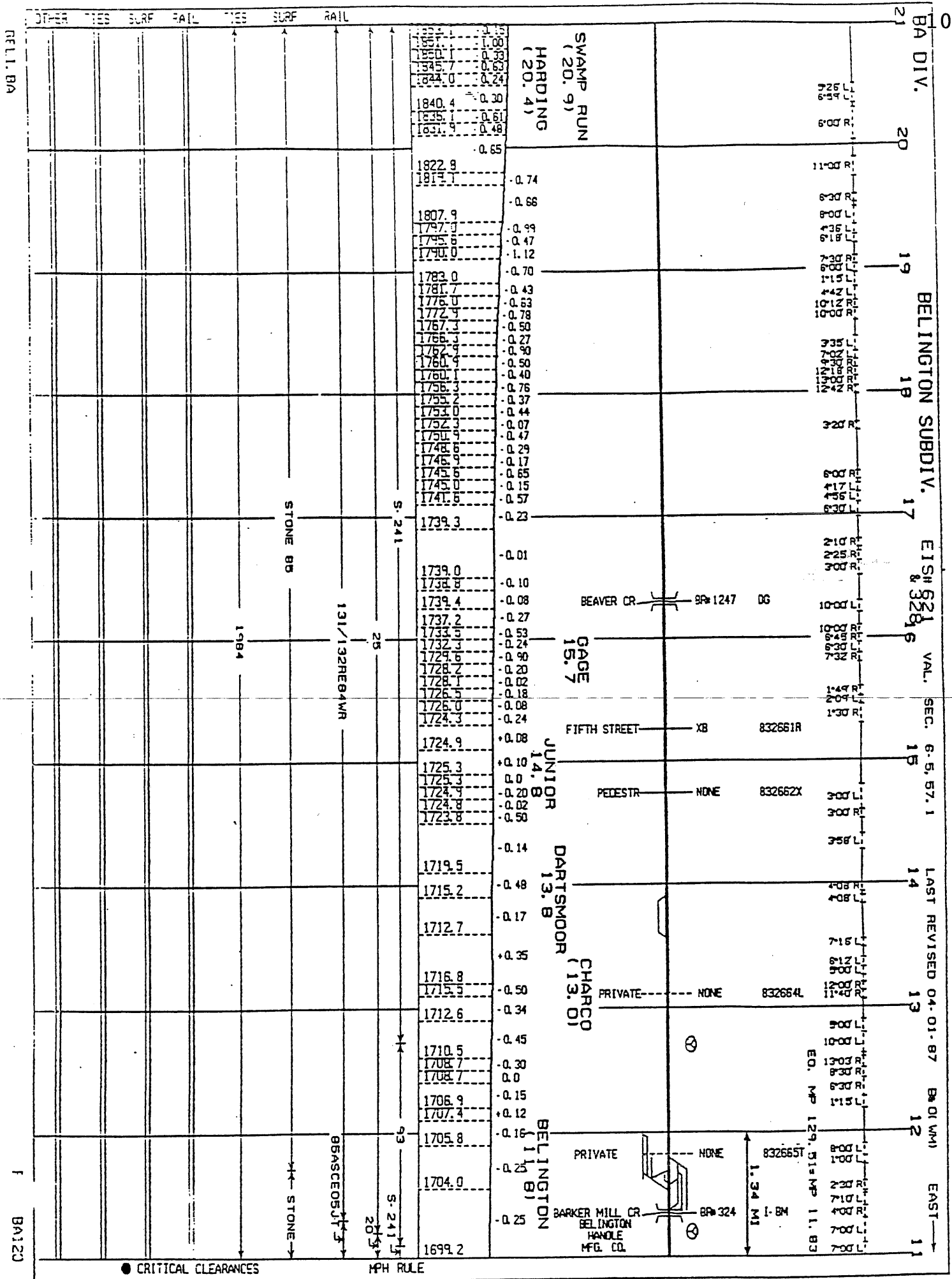


● CRITICAL CLEARANCES

MPH RULE

P.L.L. BA

PAT. BA:21



● CRITICAL CLEARANCES

MPH RULE

REF. I. BA

BA123

BA DIV. BELINGTON SUBDIV. EISH # 621 & 328 VAL. SEC. 6-5-57.1 LAST REVISED 04-01-87 BR (W.M) EAST

BA DIV.

TYGART SUBDIV.

E15# 619 VAL. SEC. 65.1.6.12

LAST REVISED 04-01-87

BA (U) M

WEST

BELTING SD

DAILY S
E15 # 620
DAVIS AVE
TRAM RD
TYGARTS VALLEY
US # 215 & # 219

1925.8
1924.6
1915.1
1917.4
1929.0
1932.0
1934.0
1944.0
1.08
1.19
1.97
3.52
0.81
2.19
2034.6

2131.6
2138.3
2149.7
2167.1
2204.6
2213.8
2250.8
2275.0
2302.5
2360.0

2200.9
2182.0
2176.5
2166.8
2170.3
2175.0
2175.5
2170.1
2170.1
2174.4
2177.3
2200.3
2201.7
2201.7
2205.5
2202.0

2200.9
2182.0
2176.5
2166.8
2170.3
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2175.5
2170.1
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2174.4
2177.3
2200.3
2201.7
2201.7
2205.5
2202.0

CR # 7 NONE 832706V
PRIVATE NONE 832707C

US # 33 BR # 19 TG
ISNERS CR BR # 25 ARCH

RTE # 45B FL 832709R

PRIVATE NONE 832710K
STREAM BR # 32 PIPE
ISNERS LOOP RD XB 832711S

PRIVATE NONE 832712Y
TUNNEL # 1 1716.5' LG
CR 33/8 RR UNDER 832713F

CR 45/12 XB 832714M

RTE # 7 XB 832715U

RTE # 7 XB 832716B
PRIVATE XB 832717H

PRIVATE XB 832718P

RTE # 7 XB 832719W

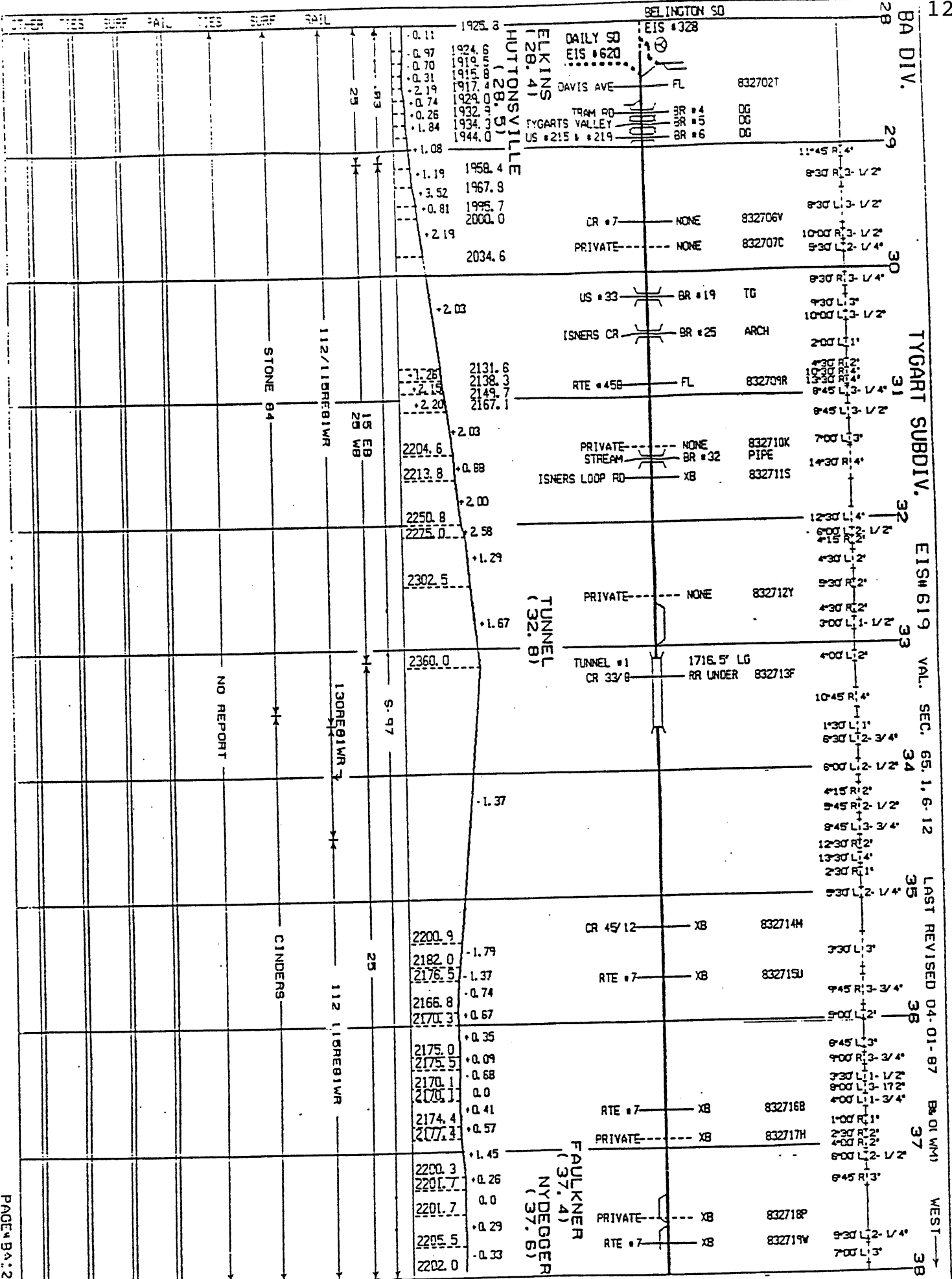
FAULKNER (37.4)
NYDEGGER (37.6)

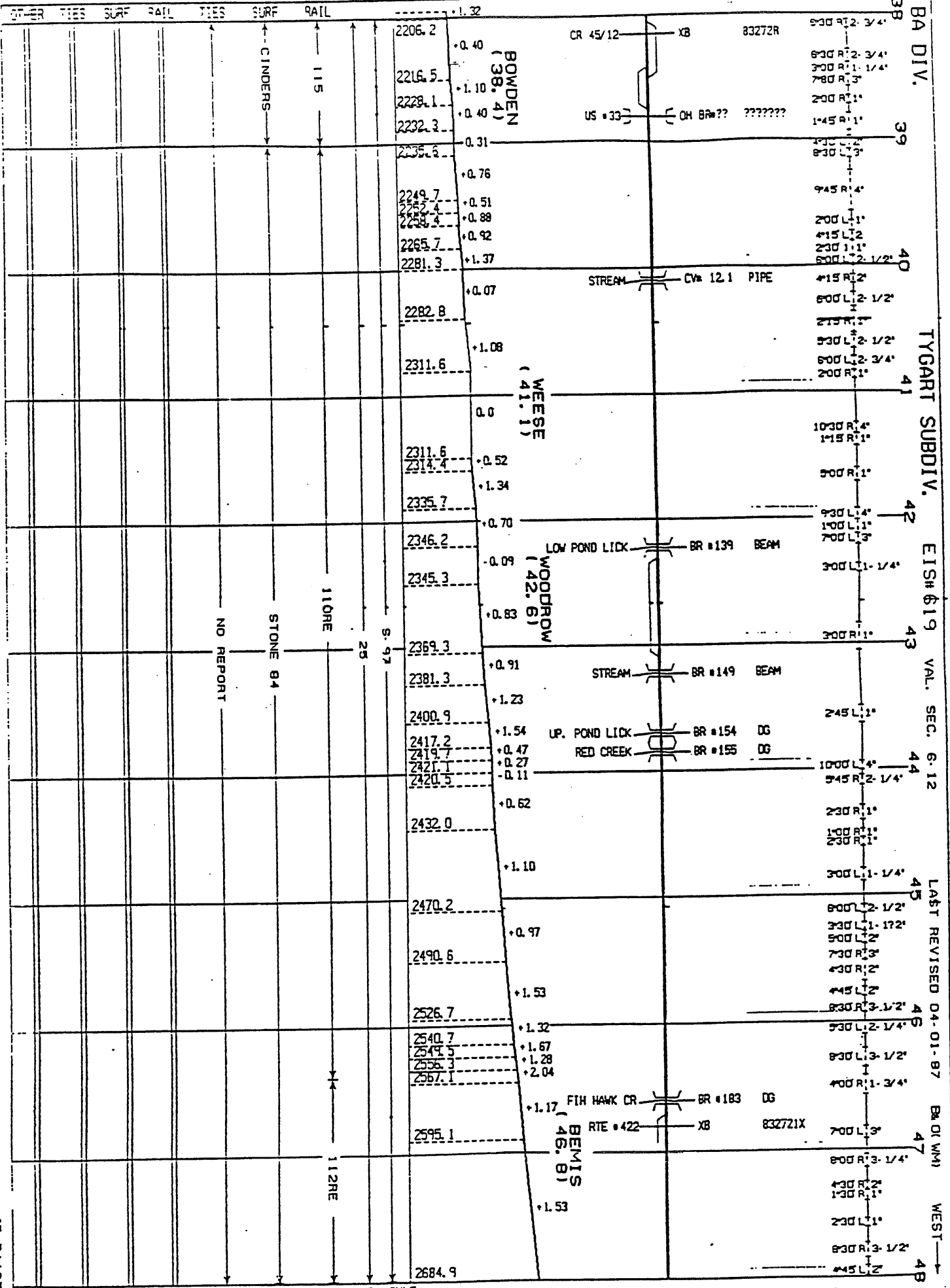
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CRITICAL CLEARANCES

MPH RULE





BA DIV. 38
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TYGART SUBDIV.
 VAL. SEC. 6-12
 EISH #19

BEMIS (46.8)

WEST

17

VERTICAL CLEARANCES

Pre-Bid Conference
SIGN IN SHEET

[Please Print]

Request for Proposal No.: RMA11026 Date: 6-28-11

Firm & Representative Name	Mailing Address	Telephone & FAX Numbers
1. <u>G.W Peoples cont</u> <u>Johnny R Whentler</u>	<u>600 N. Bell Ave.</u> <u>Carnegie PA 15106</u>	T: <u>412-276-2342</u> F: <u>412-276-2325</u>
2. <u>James Kays S</u> <u>Atlac RR Const. Co</u>	<u>RT 519</u> <u>Eight Four, PA 15330</u>	T: <u>724-228-4500</u> F: <u>724-228-383</u>
3. <u>ARMOND CASSIL RAILROAD CONST.</u> <u>DAVE MAGA</u>	<u>6403 RINKE ST.</u> <u>WARREN, MI. 48091</u>	T: <u>586-754-4200</u> F: <u>586-754-4408</u>
4. <u>RAILWORKS</u> <u>DAN COYLE</u>	<u>1550 N. Bailey Rd.</u> <u>No JACKSON, OH 44451</u>	T: <u>330-538-2261</u> F: <u>330-538-2223</u>
5. <u>Railroad Constructors Inc</u> <u>Dave Livara</u>	<u>705 Mantua Ave.</u> <u>Paulsboro, NJ 08066</u>	T: <u>856-483-9385</u> F: <u>" " 9389</u>
6. <u>Balfour Beatty Rail Inc</u> <u>LeDelaney</u>	<u>1600 Route 136</u> <u>Washington Pa. 15301</u>	T: <u>724-228-7636</u> F: <u>724-884-0025</u>
7. <u>Triple H Cont</u> <u>Chuck Harper</u>	<u>PO Box</u> <u>176 176</u> <u>Beverly, W.V. 26258</u>	T: <u>304-636-1194</u> F: <u>304-636-3680</u>
8. <u>Amtrac RR Contr. of Md.</u> <u>Timothy F. Spencer</u>	<u>9436 Early Drive</u> <u>hagerstown Md. 21740</u>	T: <u>301-797-3730</u> F: <u>301-797-3740</u>
9. _____	_____	T: _____ F: _____
10. _____	_____	T: _____ F: _____