



The following documentation is an electronically-submitted vendor response to an advertised solicitation from the *West Virginia Purchasing Bulletin* within the Vendor Self-Service portal at ***wvOASIS.gov***. As part of the State of West Virginia's procurement process, and to maintain the transparency of the bid-opening process, this documentation submitted online is publicly posted by the West Virginia Purchasing Division at ***WVPurchasing.gov*** with any other vendor responses to this solicitation submitted to the Purchasing Division in hard copy format.

Header @ 1

List View

General Information Contract Default Values Discount Document Information Clarification Request

Procurement Folder: 1587128

Procurement Type: Central Purchase Order

Vendor ID: V58900622205

Legal Name: RHINEHART RAILROAD CONSTRUCTION INC

Also/D&A:

Total Bid: 5738,890.00

Response Date: 8/27/2025

Response Time: 11:01

Responded By User ID: Rhine1008

First Name: David

Last Name: Lewis

Email: DavidL@rhinehart-railroad.com

Phone: 4107911322

SO Doc Code: CRFO

SO Dept: 8918

SO Doc ID: DMT2508900064

Published Date: 2/20/25

Close Date: 2/27/25

Close Time: 13:30

Status: Closed

Solicitation Description: Replace 5000 box on WVCR and gate installed by

Total of Header Attachments: 1

Total of All Attachments: 1



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

State of West Virginia
Solicitation Response

Proc Folder: 1597128
Solicitation Description: Replace 5000 ties on WVCR and gage installed tie
Proc Type: Central Purchase Order

Solicitation Closes	Solicitation Response	Version
2025-02-27 13:30	SR 0810 ESR02272500000005270	1

VENDOR
VS0000022205
RHINEHART RAILROAD CONSTRUCTION INC

Solicitation Number: CRFQ 0810 DMT2500000004
Total Bid: 738000
Response Date: 2025-02-27
Response Time: 11:01:52
Comments:

FOR INFORMATION CONTACT THE BUYER
John W Estep
304-558-2566
john.w.estep@wv.gov

Vendor		
Signature X	FEIN#	DATE

All offers subject to all terms and conditions contained in this solicitation

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	Replace 5000 Ties between MP 0 and MP 11.5 (Installed tie wi	1.00000	LS	738000.000000	738000.00

Comm Code	Manufacturer	Specification	Model #
72141603			

Commodity Line Comments:

Extended Description:

Replace 5000 ties between MP 0 and MP 11.5 on WVCR (Installed tie will be gaged)

ADDITIONAL TERMS AND CONDITIONS (Construction Contracts Only)

1. CONTRACTOR'S LICENSE: Until June 15, 2021, West Virginia Code § 21-11-2, and after that date, § 30-42-2, requires that all persons desiring to perform contracting work in this state be licensed. The West Virginia Contractors Licensing Board is empowered to issue the contractor's license. Applications for a contractor's license may be made by contacting the West Virginia Contractor Licensing Board.

The apparent successful Vendor must furnish a copy of its contractor's license prior to the issuance of a contract award document.

2. BONDS: The following bonds must be submitted:

- ☐ **BID BOND:** Pursuant to the requirements contained in W. Va. Code § 5-22-1(c), All Vendors submitting a bid on a construction project shall furnish a valid bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. **THE BID BOND MUST BE SUBMITTED WITH THE BID OR VENDOR'S BID WILL BE DISQUALIFIED.**
- ☐ **PERFORMANCE BOND:** The apparent successful Vendor shall provide a performance bond in the amount of 100% of the contract. The performance bond must be received by the Purchasing Division prior to Contract award. (Attorney General requires use of the State approved bond forms found at: www.state.wv.us/admin/purchase/forms2.html)
- ☐ **LABOR/MATERIAL PAYMENT BOND:** The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be delivered to the Purchasing Division prior to Contract award. (Attorney General requires use of the State approved bond forms found at: www.state.wv.us/admin/purchase/forms2.html)
- ☐ **MAINTENANCE BOND:** The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system if the work impacts an existing roof. The amount of the bond must be equal to the price associated with the percentage of the project impacting the roof. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award. (Attorney General requires use of the State approved bond forms found at: www.state.wv.us/admin/purchase/forms2.html)

At a minimum, all construction projects require a bid bond, performance bond, and labor/material payment bond. Failure on the part of the state of West Virginia to checkmark the required bonds above does not relieve the vendor from the legal requirement of providing these bonds.

In lieu of the Bid Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of the bid bond must be of the same amount required of the Bid Bond and delivered with the bid.

3. DRUG-FREE WORKPLACE AFFIDAVIT: W. Va. Code § 21-1D-5 provides that any solicitation for a public improvement contract requires each Vendor that submits a bid for the work to submit an affidavit that the Vendor has a written plan for a drug-free workplace policy. If the affidavit is not submitted with the bid submission, the Purchasing Division shall promptly request by telephone and electronic mail that the low bidder and second low bidder provide the affidavit within one business day of the request. Failure to submit the affidavit within one business day of receiving the request shall result in disqualification of the bid. To comply with this law, Vendor should complete the enclosed drug-free workplace affidavit and submit the same with its bid. Failure to submit the signed and notarized drugfree workplace affidavit or a similar affidavit that fully complies with the requirements of the applicable code, within one business day of being requested to do so shall result in disqualification of Vendor's bid. Pursuant to W. Va. Code 21-1D-2(b) and (k), this provision does not apply to public improvement contracts the value of which is \$100,000 or less or temporary or emergency repairs.

3.1. DRUG-FREE WORKPLACE POLICY: Pursuant to W. Va. Code § 21-1D-4, Vendor and its subcontractors must implement and maintain a written drug-free workplace policy that complies with said article. The awarding public authority shall cancel this contract if: (1) Vendor fails to implement and maintain a written drug-free workplace policy described in the preceding paragraph, (2) Vendor fails to provide information regarding implementation of its drug-free workplace policy at the request of the public authority; or (3) Vendor provides to the public authority false information regarding the contractor's drug-free workplace policy.

Pursuant to W. Va. Code 21-1D-2(b) and (k), this provision does not apply to public improvement contracts the value of which is \$100,000 or less or temporary or emergency repairs.

4. DRUG FREE WORKPLACE REPORT: Pursuant to W. Va. Code § 21-1D-7b, no less than once per year, or upon completion of the project, every contractor shall provide a certified report to the public authority which let the contract. For contracts over \$25,000, the public authority shall be the West Virginia Purchasing Division. For contracts of \$25,000 or less, the public authority shall be the agency issuing the contract. The report shall include:

- (1) Information to show that the education and training service to the requirements of West Virginia Code § 21-1D-5 was provided;
- (2) The name of the laboratory certified by the United States Department of Health and Human Services or its successor that performs the drug tests;
- (3) The average number of employees in connection with the construction on the public improvement;
- (4) Drug test results for the following categories including the number of positive tests and the number of negative tests: (A) Pre-employment and new hires; (B) Reasonable suspicion; (C) Post-accident; and (D) Random.

Vendor should utilize the attached Certified Drug Free Workplace Report Coversheet when submitting the report required hereunder. Pursuant to W. Va. Code 21-1D-2(b) and (k), this provision does not apply to public improvement contracts the value of which is \$100,000 or less or temporary or emergency repairs.

5. AIA DOCUMENTS: All construction contracts that will be completed in conjunction with architectural services procured under Chapter 5G of the West Virginia Code will be governed by the attached AIA documents, as amended by the Supplementary Conditions for the State of West Virginia, in addition to the terms and conditions contained herein.

6. PROHIBITION AGAINST GENERAL CONDITIONS: Notwithstanding anything contained in the AIA Documents or the Supplementary Conditions, the State of West Virginia will not pay for general conditions, or winter conditions, or any other condition representing a delay in the contracts. The Vendor is expected to mitigate delay costs to the greatest extent possible and any costs associated with Delays must be specifically and concretely identified. The state will not consider an average daily rate multiplied by the number of days extended to be an acceptable charge.

7. GREEN BUILDINGS MINIMUM ENERGY STANDARDS: In accordance with § 22-29-4, all new building construction projects of public agencies that have not entered the schematic design phase prior to July 1, 2012, or any building construction project receiving state grant funds and appropriations, including public schools, that have not entered the schematic design phase prior to July 1, 2012, shall be designed and constructed complying with the ICC International Energy Conservation Code, adopted by the State Fire Commission, and the ANSI/ASHRAE/IESNA Standard 90.1-2007: Provided, That if any construction project has a commitment of federal funds to pay for a portion of such project, this provision shall only apply to the extent such standards are consistent with the federal standards.

8. LOCAL LABOR MARKET HIRING REQUIREMENT: Pursuant to West Virginia Code §21-1C-1 et seq., Employers shall hire at least seventy-five percent of employees for public improvement construction projects from the local labor market, to be rounded off, with at least two employees from outside the local labor market permissible for each employer per project.

Any employer unable to employ the minimum number of employees from the local labor market shall inform the nearest office of Workforce West Virginia of the number of qualified employees needed and provide a job description of the positions to be filled.

If, within three business days following the placing of a job order, Workforce West Virginia is unable to refer any qualified job applicants to the employer or refers less qualified job applicants than the number requested, then Workforce West Virginia shall issue a waiver to the employer stating the unavailability of applicant and shall permit the employer to fill any positions covered by the waiver from outside the local labor market. The waiver shall be in writing and shall be issued within the prescribed three days. A waiver certificate shall be sent to both the employer for its permanent project records and to the public authority.

Any employer who violates this requirement is subject to a civil penalty of \$250 per each employee less than the required threshold of seventy-five percent per day of violation after receipt of a notice of violation.

Any employer that continues to violate any provision of this article more than fourteen calendar days after receipt of a notice of violation is subject to a civil penalty of \$500 per each employee less than the required threshold of seventy-five percent per day of violation.

The following terms used in this section have the meaning shown below.

(1) The term “construction project” means any construction, reconstruction, improvement, enlargement, painting, decorating or repair of any public improvement let to contract in an amount equal to or greater than \$500,000. The term “construction project” does not include temporary or emergency repairs;

(2) The term “employee” means any person hired or permitted to perform hourly work for wages by a person, firm or corporation in the construction industry; The term “employee” does not include:(i) Bona fide employees of a public authority or individuals engaged in making temporary or emergency repairs;(ii) Bona fide independent contractors; or(iii) Salaried supervisory personnel necessary to assure efficient execution of the employee's work;

(3) The term “employer” means any person, firm or corporation employing one or more employees on any public improvement and includes all contractors and subcontractors;

(4) The term “local labor market” means every county in West Virginia and any county outside of West Virginia if any portion of that county is within fifty miles of the border of West Virginia;

(5) The term “public improvement” includes the construction of all buildings, roads, highways, bridges, streets, alleys, sewers, ditches, sewage disposal plants, waterworks, airports and all other structures that may be let to contract by a public authority, excluding improvements funded, in whole or in part, by federal funds.

9. DAVIS-BACON AND RELATED ACT WAGE RATES:

☐ The work performed under this contract is federally funded in whole, or in part. Pursuant to _____, Vendors are required to pay applicable Davis-Bacon wage rates.

☐ The work performed under this contract is not subject to Davis-Bacon wage rates.

10. SUBCONTRACTOR LIST SUBMISSION: In accordance with W. Va. Code § 5-22-1, the apparent low bidder on a contract valued at more than \$250,000.00 for the construction, alteration, decoration, painting or improvement of a new or existing building or structure shall submit a list of all subcontractors who will perform more than \$25,000.00 of work on the project including labor and materials. (This section does not apply to any other construction projects, such as highway, mine reclamation, water or sewer projects.) The subcontractor list shall be provided to the Purchasing Division within one business day of the opening of bids for review.

If the apparent low bidder fails to submit the subcontractor list, the Purchasing Division shall promptly request by telephone and electronic mail that the low bidder and second low bidder provide the subcontractor list within one business day of the request. Failure to submit the subcontractor list within one business day of receiving the request shall result in disqualification of the bid.

If no subcontractors who will perform more than \$25,000.00 of work are to be used to complete the project, the apparent low bidder must make this clear on the subcontractor list, in the bid itself, or in response to the Purchasing Division's request for the subcontractor list.

a. Required Information. The subcontractor list must contain the following information:

i. Bidder's name

ii. Name of each subcontractor performing more than \$25,000 of work on the project.

iii. The license number of each subcontractor, as required by W. Va. Code § 21-11-1 et. seq.

iv. If applicable, a notation that no subcontractor will be used to perform more than \$25,000.00 of work. (This item iv. is not required if the vendor makes this clear in the bid itself or in documentation following the request for the subcontractor list.)

b. Subcontractor List Submission Form: The subcontractor list may be submitted in any form, including the attached form, as long as the required information noted above is included. If any information is missing from the bidder's subcontractor list submission, it may be obtained from other documents such as bids, emails, letters, etc. that accompany the subcontractor list submission.

c. Substitution of Subcontractor. Written approval must be obtained from the State Spending Unit before any subcontractor substitution is permitted. Substitutions are not permitted unless:

i. The subcontractor listed in the original bid has filed for bankruptcy;

ii. The subcontractor in the original bid has been debarred or suspended; or

iii. The contractor certifies in writing that the subcontractor listed in the original bid fails, is unable, or refuses to perform his subcontract.

Subcontractor List Submission (Construction Contracts Only)

Bidder's Name: Rhinehart Railroad Construction, Inc.

☒ Check this box if no subcontractors will perform more than \$25,000.00 of work to complete the project.

Subcontractor Name	License Number if Required by W. Va. Code § 21-11-1 et. seq.
NONE	

Attach additional pages if necessary

DESIGNATED CONTACT: Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.

(Printed Name and Title) David Luvara- Assistant Vice President

(Address) P.O. Box 809-Fallston, MD 21047

(Phone Number) / (Fax Number) (410)879-1322; fax (410)879-1344

(email address) davel@rhinehartrailroad.com

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that: I have reviewed this Solicitation/Contract in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation/Contract for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that this bid or offer was made without prior understanding, agreement, or connection with any entity submitting a bid or offer for the same material, supplies, equipment or services; that this bid or offer is in all respects fair and without collusion or fraud; that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; that I am authorized by the Vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on Vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

By signing below, I further certify that I understand this Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law; and that pursuant to W. Va. Code 5A-3-63, the entity entering into this contract is prohibited from engaging in a boycott against Israel.

Rhinehart Railroad Construction, Inc.

(Company)

David Luvara

(Signature of Authorized Representative)

David Luvara- Assistant Vice President

(Printed Name and Title of Authorized Representative) (Date)

(410)879-1322; fax (410)879-1344

(Phone Number) (Fax Number)

davel@rhinehartrailroad.com

(Email Address)

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFQ DMT2500000004

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received:

(Check the box next to each addendum received)

<input checked="" type="checkbox"/> Addendum No. 1	<input type="checkbox"/> Addendum No. 6
<input type="checkbox"/> Addendum No. 2	<input type="checkbox"/> Addendum No. 7
<input type="checkbox"/> Addendum No. 3	<input type="checkbox"/> Addendum No. 8
<input type="checkbox"/> Addendum No. 4	<input type="checkbox"/> Addendum No. 9
<input type="checkbox"/> Addendum No. 5	<input type="checkbox"/> Addendum No. 10

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that 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.

Rhinehart Railroad Construction, Inc.

Company

David Luwara

Authorized Signature

2/26/25

Date

NOTE: This addendum acknowledgment should be submitted with the bid to expedite document processing.



**Department of Administration
Purchasing Division
2019 Washington Street East
Post Office Box 50130
Charleston, WV 25305-0130**

**State of West Virginia
Centralized Request for Quote
Construction**

Proc Folder: 1597128 Doc Description: Replace 5000 ties on WVCR and gage installed tie			Reason for Modification: ADDENDUM NO_2 Vendor Questions and responses
Proc Type: Central Purchase Order			
Date Issued	Solicitation Closes	Solicitation No	Version
2025-02-20	2025-02-27 13:30	CRFQ 0810 DMT2500000004	3

BID RECEIVING LOCATION

BID CLERK
DEPARTMENT OF ADMINISTRATION
PURCHASING DIVISION
2019 WASHINGTON ST E
CHARLESTON WV 25305
US

VENDOR

Vendor Customer Code:

Vendor Name :

Address :

Street :

City :

State :

Country :

Zip :

Principal Contact :

Vendor Contact Phone:

Extension:

FOR INFORMATION CONTACT THE BUYER

John W Estep
304-558-2566
john.w.estep@wv.gov

**Vendor
Signature X**

FEIN#

DATE _____

All offers subject to all terms and conditions contained in this solicitation

ADDITIONAL INFORMATION**ADDENDUM NO_2**

Addendum NO_2 issued to publish and distribute the attached information to the Vendor Community

REQUEST FOR QUOTATION:

The West Virginia Purchasing Division is soliciting bids on behalf of WV Division of Multimodal Transportation Facilities (DMTF) to establish a contract for the following, to replace 5,000 cross ties and gage installed tie on the West Virginia Central Railroad (WVCR).

Per the Bid Requirements, Specifications, terms and conditions attached to this solicitation.

INVOICE TO				SHIP TO			
STATE RAIL AUTHORITY 120 WATER PLANT DR				STATE RAIL AUTHORITY (DBA) SOUTH BRANCH VALLEY RAILROAD 120 WATER PLANT DR			
MOOREFIELD		WV		MOOREFIELD		WV	
US				US			

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Replace 5000 Ties between MP 0 and MP 11.5 (Installed tie wi	1.00000	LS		

Comm Code	Manufacturer	Specification	Model #
72141603			

Extended Description:

Replace 5000 ties between MP 0 and MP 11.5 on WVCR (Installed tie will be gaged)

SCHEDULE OF EVENTS

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	Pre Bid Meeting 10:30 am - Elkins Train Depot, Elkins WV	2025-02-10
2	Tech Questions due by 10:00am	2025-02-18

SOLICITATION NUMBER: CRFQ DMT2500000004

Addendum Number: 2

The purpose of this addendum is to modify the solicitation identified as CRFQ DMT2500000004 ("Solicitation") to reflect the change(s) identified and described below.

Applicable Addendum Category:

- ☐ Modify bid opening date and time
- ☐ Modify specifications of product or service being sought
- ☒ Attachment of vendor questions and responses
- ☐ Attachment of pre-bid sign-in sheet
- ☐ Correction of error
- ☐ Other

Additional Documentation:

Bid Opening remains 02/27/2025 at 1:30pm

Terms and Conditions:

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

CRFQ DMT25*04

Replace 5000 Ties on WVCR and Gage Installed Tie

Question 1 – The specifications say, “The Vendor shall procure all necessary permits and licenses to comply with all applicable Federal, State, or Local laws, regulations and ordinances of any regulating body.” What permits are required and what are the cost?

Answer 1 – There are no special permits required for this job.

Question 2 – The specifications say, “The Vendor can work their schedule as desired including weekends and holidays. The vendor will have to coordinate the work with the Durbin and Greenbrier Valley Railroad (operator of the WVCR) and plan on clearing up for the freight trains and passenger trains as needed. See Exhibit B miscellaneous information for DGVR schedule details.” We could not find Exhibit B. What will our track time work windows be? Can you provide the train schedule?

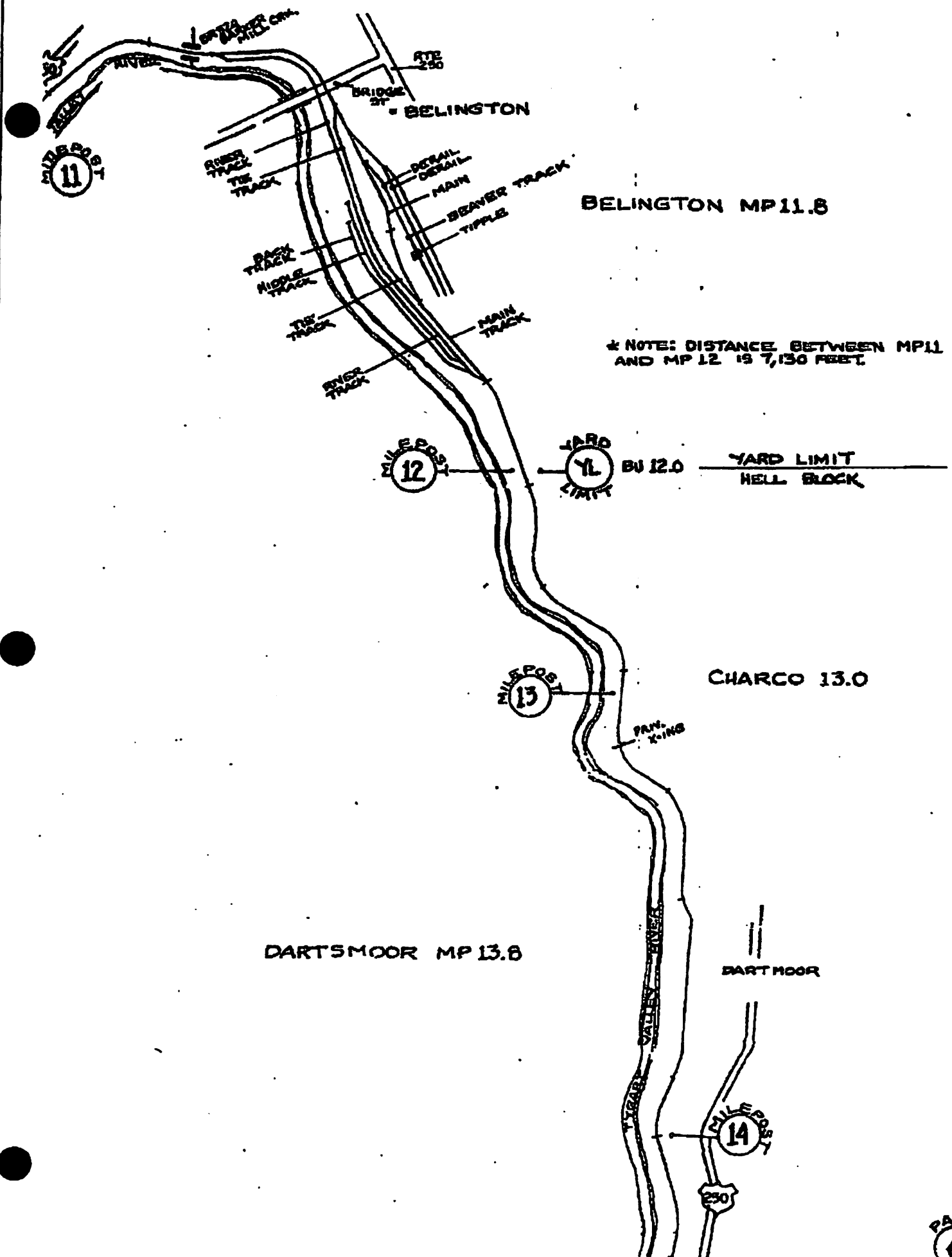
Answer 2 – The contractor’s work window can be at their discretion when there is no excursion train, as freight can be moved at night to avoid any conflict. When the excursion train is running, the contractor will have to clear up once in the morning and once in the evening to allow the train to move from Belington to Elkins and back. The excursion times for this train are as follows:

Beginning April 5 – every Saturday and Sunday through May 25.

Beginning May 29, excursions will run Thursday – Sunday until November 1.

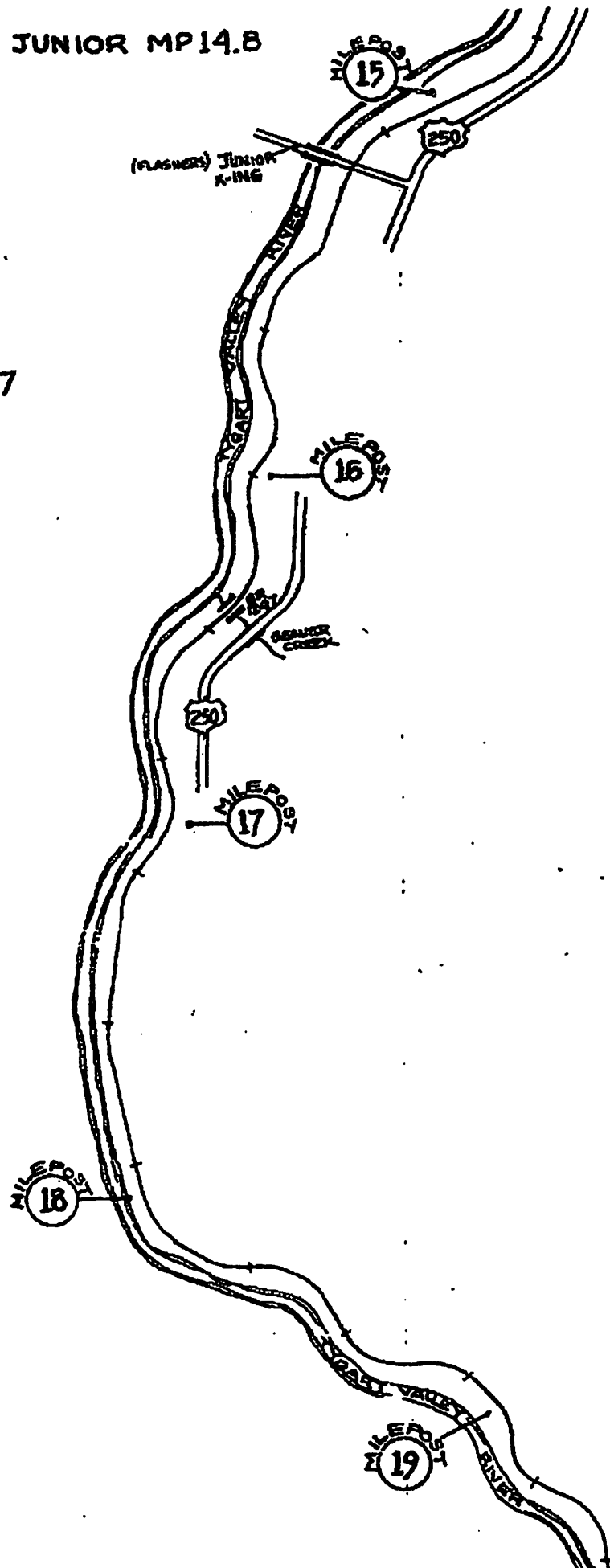
Question 3 – Can you provide us with a track chart that would show any potential sidetracks where we would be able to clear up for train traffic?

Answer 3 – To clarify what is in the request for quote as location of project is incorrect. The tie replacement will be from MP 12 – MP 22. I have attached a map showing siding locations. The two clear up locations will be either at Belington Yard (where materials and equipment can be stored and unloaded) or at Norton (MP22). MP 22 should only be used as a location to clear up for the train as it would not be secure for materials or equipment storage.



JUNIOR MP 14.8

GAGE MP 15.7



WEST

EAST

DELING DIVISION

WEST

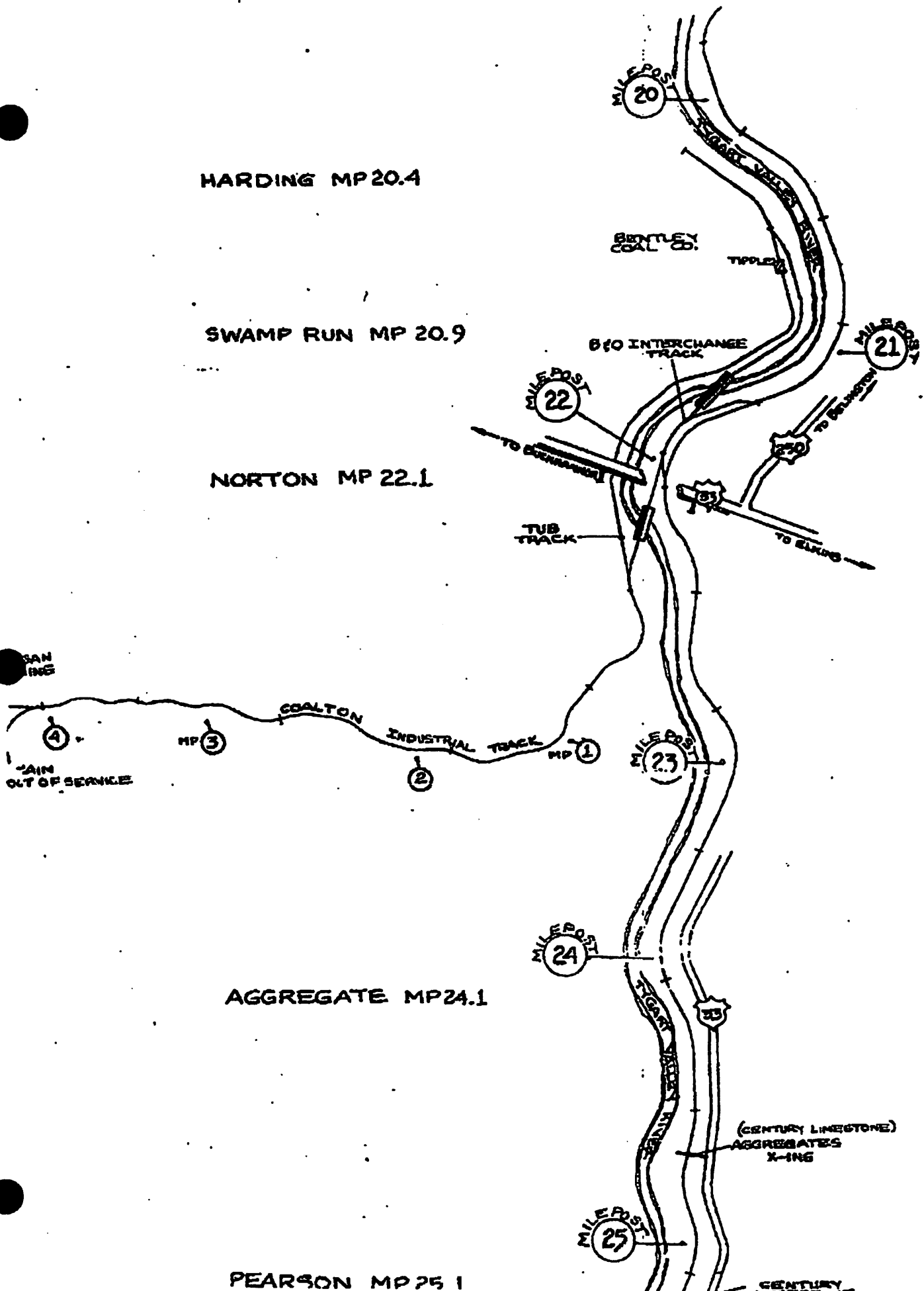
HARDING MP 20.4

SWAMP RUN MP 20.9

NORTON MP 22.1

AGGREGATE MP 24.1

PEARSON MP 25.1



SAN
ING

MAIN
OUT OF SERVICE

COALTON

INDUSTRIAL TRACK

BENTLEY
COAL CO.

TIPPLE

B&O INTERCHANGE
TRACK

TUB
TRACK

TO DENVER
TO ELKINS

(CENTURY LIMESTONE)
AGGREGATES
X-ING

CENTURY

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFQ DMT2500000004

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(Check the box next to each addendum received)

<input type="checkbox"/> Addendum No. 1	<input type="checkbox"/> Addendum No. 6
<input checked="" type="checkbox"/> Addendum No. 2	<input type="checkbox"/> Addendum No. 7
<input type="checkbox"/> Addendum No. 3	<input type="checkbox"/> Addendum No. 8
<input type="checkbox"/> Addendum No. 4	<input type="checkbox"/> Addendum No. 9
<input type="checkbox"/> Addendum No. 5	<input type="checkbox"/> Addendum No. 10

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that 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.

Rhinehart Railroad Construction, Inc.

Company

David Luwara

Authorized Signature

2/26/25

Date

NOTE: This addendum acknowledgment should be submitted with the bid to expedite document processing.

Exhibit "A"
Price Sheet

Replace Crossties and Surface on the WVCR					
Line	Description	Unit of			
Item	Replace Crossties and Surfacing on WVCR	Measure			
1.1.1	crossties between MP 0 and MP 11.5 (Installed tie will be gaged)	LS	1.00		\$ 738,000.00
			Total Bid Amount: \$ 738,000.00		

Agency _____
REQ.P.O# _____

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Rhinehart Railroad Construction, Inc.
_____ of Fallston, Maryland, as Principal, and Harco National Insurance Company
_____ of Raleigh, NC, a corporation organized and existing under the laws of the State of _____
Illinois with its principal office in the City of Rolling Meadows, as Surety, are held and firmly bound unto the State
of West Virginia, as Obligee, in the penal sum of Five Percent of Bid Amount (\$ 5%) 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
Solicitation No. CRFQ 0810 DMT2500000004; Replace 5000 ties on WVCR and gage installed tie

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 Obligee may accept such bid, and said Surety does hereby
waive notice of any such extension.

WITNESS, the following signatures and seals of Principal and Surety, executed and sealed by a proper officer of Principal and
Surety, or by Principal individually if Principal is an individual, this 27th day of February, 2025.

Principal Seal

Rhinehart Railroad Construction, Inc.

(Name of Principal)

By _____

(Must be President, Vice President, or
Duly Authorized Agent)

Vice President
(Title)

Surety Seal



Harco National Insurance Company

(Name of Surety)

Ryan Hays, Attorney-in-Fact

IMPORTANT – Surety executing bonds must be licensed in West Virginia to transact surety insurance, must affix its seal, and must attach a power of attorney with its seal affixed.

POWER OF ATTORNEY
HARCO NATIONAL INSURANCE COMPANY
INTERNATIONAL FIDELITY INSURANCE COMPANY

Member companies of IAT Insurance Group, Headquartered: 4200 Six Forks Rd, Suite 1400, Raleigh, NC 27609

Bond # Bid Bond
Principal Rhinehart Railroad Construction, Inc.
Obligee West Virginia Rail Authority DBA South Branch Valley Railroad

KNOW ALL MEN BY THESE PRESENTS: That **HARCO NATIONAL INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of Illinois, and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of New Jersey, and having their principal offices located respectively in the cities of Rolling Meadows, Illinois and Newark, New Jersey, do hereby constitute and appoint

Ryan Hays

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** and is granted under and by authority of the following resolution adopted by the Board of Directors of **INTERNATIONAL FIDELITY INSURANCE COMPANY** at a meeting duly held on the 13th day of December, 2018 and by the Board of Directors of **HARCO NATIONAL INSURANCE COMPANY** at a meeting held on the 13th day of December, 2018.

"**RESOLVED**, that (1) the Chief Executive Officer, President, Executive Vice President, Senior Vice President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** have each executed and attested these presents on this 31st day of December, 2023



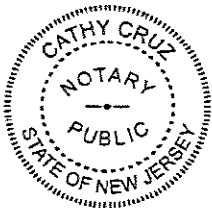
STATE OF NEW JERSEY
County of Essex

STATE OF ILLINOIS
County of Cook



Michael F. Zurcher
Executive Vice President, Harco National Insurance Company
and International Fidelity Insurance Company

On this 31st day of December, 2023, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.



IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

Cathy Cruz a Notary Public of New Jersey
My Commission Expires April 16, 2029

CERTIFICATION

I, the undersigned officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand this 27th day of February, 2025

Irene Martins, Assistant Secretary

HARCO NATIONAL INSURANCE COMPANY

1701 GOLF ROAD, SUITE 1-600, ROLLING MEADOWS, IL 60008

STATEMENT OF ASSETS, LIABILITIES, SURPLUS AND OTHER FUNDS AT DECEMBER 31, 2023

ASSETS

Bonds (Amortized Value)	\$128,504,641
Stocks (Preferred Stocks)	5,530,123
Stocks (Common Stocks)	928,601,943
Cash, Bank Deposits & Short-Term Investments	36,972,198
Other Invested Assets	0
Unpaid Premiums & Assumed Balances	161,876,881
Deferred Premiums, Agents Balances & Installments booked	12,594,152
Reinsurance Recoverable from Reinsurers	167,607,854
Reinsurance - Funds Held by or deposited with reinsured companies ..	10,183,247
Current Federal & Foreign Income Tax Recoverable & Interest	0
Investment Income Due and Accrued	1,750,941
Receivables from Parent Subsidiaries & Affiliates	9,354,321
Other Assets	1,294,111
TOTAL ASSETS	<u>\$1,464,270,412</u>

LIABILITIES, SURPLUS & OTHER FUNDS

Losses (Reported Losses Net as to Reinsurance Ceded and Incurred But Not Reported Losses)	\$208,245,433
Reinsurance payable on paid losses & loss adjustment expense	9,146,173
Loss Adjustment Expenses	44,566,466
Commissions Payable, Contingent Commissions & Other Similar Charges ..	1,568,736
Other Expenses (Excluding Taxes, Licenses and Fees)	0
Taxes, Licenses & Fees (Excluding Federal Income Tax)	3,784,674
Current federal and foreign income taxes	496,806
Net Deferred Tax Liability	9,048,374
Unearned Premiums	155,713,778
Advance Premium	391,769
Ceded Reinsurance Premiums Payable	95,106,803
Funds held by Company under reinsurance treaties	18,342,649
Amounts Withheld by Company for Account of Others	53,853,412
Payable to Parent Subsidiaries & Affiliates	3,771,943
Other Liabilities	4,754,724
TOTAL LIABILITIES	<u>\$608,791,740</u>
 Common Capital Stock	 \$3,500,004
Gross Paid-in & Contributed Surplus	670,781,834
Unassigned Funds (Surplus)	181,196,834
Surplus as Regards Policyholders	<u>\$855,478,672</u>
TOTAL LIABILITIES, SURPLUS & OTHER FUNDS ...	<u>\$1,464,270,412</u>

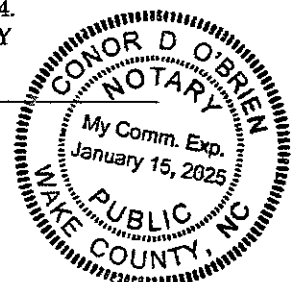
I, John Mruk, Treasurer of HARCO NATIONAL INSURANCE COMPANY, certify that the foregoing is a fair statement of Assets, Liabilities, Surplus and Other Funds of this Company, at the close of business, December 31, 2023, as reflected by its books and records and as reported in its statement on file with the Insurance Department of the State of Illinois.

IN TESTIMONY WHEREOF, I have set my hand and affixed the
seal of the Company, this 11th day of March, 2024.
HARCO NATIONAL INSURANCE COMPANY

John M. Mruk

SIGNED AND SWORN to before me on this 11th day of March, 2024.

Conor D. O'Brien
NOTARY PUBLIC, STATE OF North Carolina



**West Virginia
Offices of the Insurance Commissioner**



Certificate of Authority

Whereas, **Harco National Insurance Company**, domiciled in the State of Illinois, has complied with all the requirements of the laws of this State so as to entitle it to transact its appropriate business in the State of West Virginia.

Therefore, I the undersigned, Insurance Commissioner of the State of West Virginia, pursuant to the authority vested in me by the laws of this State, do hereby authorize it to transact the business of insurance as defined in Chapter 33

Marine - Article 1, Section 10(d)
Surety - Article 1, Section 10(f)(1)
Fire - Article 1, Section 10(c)
Casualty - Article 1, Section 10(e)
Surety - Article 1, Section 10(f)(2)
Surety - Article 1, Section 10(f)(3)

of the 1931 Code of West Virginia as amended, in the State of West Virginia in accordance with the laws thereof until midnight on the 31st day of May, 2025, unless this license be sooner revoked. Pursuant to W. Va. Code §33-3-2(c), the above authorization does not allow the insurer to transact a kind of insurance in this State unless duly authorized or qualified to transact such insurance in the state or country of its domicile.

In Testimony Whereof, I have hereunto set my hand and affixed my seal of office at the City of Charleston this 1st day of June, 2024.

Allan L. McVey
Insurance Commissioner

NAIC # 26433
SBS Company # 109405157

**West Virginia
Offices of the Insurance Commissioner**



Certificate of Authority

Whereas, **HARCO NATIONAL INSURANCE COMPANY**, domiciled in the State of Illinois, has complied with all the requirements of the laws of this State so as to entitle it to transact its appropriate business in the State of West Virginia.

Therefore, I the undersigned, Insurance Commissioner of the State of West Virginia, pursuant to the authority vested in me by the laws of this State, do hereby authorize it to transact the business of insurance as defined in Chapter 33

Marine - Article 1, Section 10(d)
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Surety - Article 1, Section 10(f)(2)
Surety - Article 1, Section 10(f)(3)

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In Testimony Whereof, I have hereunto set my hand and affixed my seal of office at the City of Charleston this 1st day of June, 2023.

Allan L. McVey
Insurance Commissioner

NAIC # 26433
SBS Company # 109405157

State of West Virginia
Purchasing Division

CERTIFIED DRUG-FREE WORKPLACE REPORT COVERSHEET

In accordance with *West Virginia Code* § 21-1D-7b, no less than once per year, or upon completion of the project, every contractor shall provide a certified report to the public authority which let the contract. That report must include each of the items identified below in the Required Report Content section.

Instructions: Vendor should complete this coversheet, attach it to the required report, and submit it to the appropriate location as follows: For contracts more than \$25,000, the report should be mailed to the West Virginia Purchasing Division at 2019 Washington Street East, Charleston, WV 25305. For contracts of \$25,000 or less, the vendor should mail the report to the public authority issuing the contract.

Contract Identification: Contract Number: CRFQ 0810DMT2500000004

Contract Purpose: Replace 5000 ties on the WVCR and gage installed ties.

Agency Requesting Work: West Virginia Rail Authority

Required Report Content: The attached report must include each of the items listed below. The vendor should check each box as an indication that the required information has been included in the attached report.

- ☐ Information indicating the education and training service to the requirements of *West Virginia Code* § 21-1D-5 was provided;
- ☐ Name of the laboratory certified by the United States Department of Health and Human Services or its successor that performs the drug tests;
- ☐ Average number of employees in connection with the construction on the public improvement;
- ☐ Drug test results for the following categories including the number of positive tests and the number of negative tests: (A) Pre-employment and new hires; (B) Reasonable suspicion; (C) Post-accident; and (D) Random.

Vendor Contact Information:

Vendor Name: Rhinehart Railroad Construction, Inc.

Vendor Address: P.O. Box 809

Fallston, MD 21047

Vendor Telephone: (410)879-1322

Vendor Fax: (410)879-1344

Vendor E-Mail: davel@rhinehartrailroad.com



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

David Luvara
I, _____, after being first duly sworn, depose and state as follows:

1. I am an employee of Rhinehart Railroad Construction, Inc.; and,
(Company Name)
2. I do hereby attest that Rhinehart Railroad Construction, Inc.
(Company Name)

maintains a written plan for a drug-free workplace policy and that such plan and policy are in compliance with **West Virginia Code §21-1D**.

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

Printed Name: David Luvara
Signature: David Luvara
Title: Assistant Vice President
Company Name: Rhinehart Railroad Construction, Inc.
Date: 2/27/25

STATE OF WEST VIRGINIA,

COUNTY OF _____, TO-WIT:

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

By Commission expires _____

(Seal)

(Notary Public)



WV Contractor Licensing Board

[Licensing](#) [Public](#) [Board Information](#) [Laws & Regulations](#)

Contractor Search

License #	Company	DBA	Address	County	Phone	Classification	Expires
WV059717	RHINEHART RAILROAD CONSTRUCTION INC		PO BOX 809 FALLSTON, MD 21047	OUT OF STATE	(410) 879-1322	GENERAL ENGINEERING; SPECIALTY	8/10/2025

Total Records: 1

Records per Page: 20

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WV Contractor Licensing Board
1900 Kanawha Boulevard East
State Capitol Complex - Building 3, Room 200
Charleston, WV 25305
Phone: (304) 558-7890
Fax: (304) 558-5174
Email: [Contact Form](#)

Hours: Monday through Friday - 8:00am - 5:00pm



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/24/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS **WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Blue Ridge Risk Partners, LLC 1120 C Professional Court Hagerstown MD 21740	CONTACT NAME: Certificates PHONE (A/C, No, Ext): 301-733-2530 E-MAIL ADDRESS: certificates@blueridgeriskpartners.com	FAX (A/C, No): 301-791-1478
INSURED Rhinehart Railroad Construction, Inc. 1600 Angleside Road Suite A Fallston MD 21047	INSURER(S) AFFORDING COVERAGE INSURER A: Selective Way Insurance Co. INSURER B: National Union Fire Ins. Co. INSURER C: Aspen Specialty Insurance Company INSURER D: INSURER E: INSURER F:	NAIC # 26301 19445

COVERAGES**CERTIFICATE NUMBER:** 1399317510**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	Y	Y	GL 3961042	6/1/2024	6/1/2025	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COMP/OP AGG \$ 10,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			CA 7107768	6/1/2024	6/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			RX10Q0000487966	6/1/2024	6/1/2025	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N <input type="checkbox"/>	N / A	WC 11967659	6/1/2024	6/1/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 5,000,000 E.L. DISEASE - EA EMPLOYEE \$ 5,000,000 E.L. DISEASE - POLICY LIMIT \$ 5,000,000
A	Equipment Floater			S 2560946	12/31/2023	12/31/2024	if applicable

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Waiver of subrogation applies as indicated in favor of the additional insured when required by written contract. 3

Additional Insured:
Total Distribution Services, Inc
501 Water Street, J430
Jacksonville, FL 32202

CERTIFICATE HOLDER**CANCELLATION**

Total Distribution Services, Inc
501 Water Street, J430
Jacksonville FL 32202
United States

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

POLICY NUMBER: 396-10-42

COMMERCIAL GENERAL LIABILITY
CG 02 24 10 93

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EARLIER NOTICE OF CANCELLATION PROVIDED BY US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Number of Days' Notice 90

(If no entry appears above, information required to complete this Schedule will be shown in the Declarations as applicable to this endorsement.)

For any statutorily permitted reason other than nonpayment of premium, the number of days required for notice of cancellation, as provided in paragraph 2. of either the CANCELLATION Common Policy Condition or as amended by an applicable state cancellation endorsement, is increased to the number of days shown in the Schedule above.

ENDORSEMENT

This endorsement, effective 12:01A.M.

forms a part of

policy No. CA 7107768

issued to Rhinehart Railroad Construction, Inc.

by National Union Fire Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

INSURANCE PRIMARY AS TO CERTAIN ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

Section IV - Business Auto Conditions, B., General Conditions, 5., Other Insurance, c., is amended by the addition of the following sentence:

The insurance afforded under this policy to an additional insured will apply as primary insurance for such additional insured where so required under an agreement executed prior to the date of accident. We will not ask any insurer that has issued other insurance to such additional insured to contribute to the settlement of loss arising out of such accident.

All other terms and conditions remain unchanged.

**Authorized Representative or
Countersignature (in States Where
Applicable)**

ENDORSEMENT

This endorsement, effective 12:01 A.M. 12/31/2023 forms a part of

Policy No. CA 7107768 issued to Rhinehart Railroad Construction, Inc.

By National Union Fire Insurance Company of Pittsburgh, PA

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

Section IV - Business Auto Conditions, A. - Loss Conditions, 5. - Transfer of Rights of Against Others to Us, is amended to add:

However, we will waive any right of recover we have against any person or organization with whom entered into a contract or agreement because of payments we make under this Coverage Form aris an "accident" or "loss" if:

(1) The "accident" or "loss" is due to operations undertaken in accordance with the contrac between you and such person or organization; and

(2) The contract or agreement was entered into prior to any "accident" or "loss".

No waiver of the right of recovery will directly or indirectly apply to your employees or employe person or organization, and we reserve our rights or lien to be reimbursed from any recovery fund. by any injured employee.

ENDORSEMENT

This endorsement, effective 12:01 A.M. 12/31/2023 forms a part of

Policy No. CA 7107768 issued to Rhinehart Railroad Construction, Inc.

by National Union Fire Insurance Company of Pittsburgh, PA

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - WHERE REQUIRED UNDER CONTRACT OR AGREEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

SCHEDULE

ADDITIONAL INSURED:

I. SECTION II - COVERED AUTOS LIABILITY COVERAGE, A. Coverage, 1. - Who Is Insured, is amended to add:

- d. Any person or organization, shown in the schedule above, to whom you become obligated to include as an additional insured under this policy, as a result of any contract or agreement you enter into which requires you to furnish insurance to that person or organization of the type provided by this policy, but only with respect to liability arising out of use of a covered "auto". However, the insurance provided will not exceed the lesser of:

- (1) The coverage and/or limits of this policy, or
- (2) The coverage and/or limits required by said contract or agreement.

AUTHORIZED REPRESENTATIVE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COVERAGE FOR CERTAIN OPERATIONS IN CONNECTION WITH RAILROADS

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIERS COVERAGE FORM

With respect to coverage provided under this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: Rhinehart Railroad Construction, Inc.

Endorsement Effective Date: 12/31/2023

SCHEDULE

Scheduled Railroad	Designated Job Site
"PURSUANT TO APPLICABLE WRITTEN CONTRACT OR AGREEMENT YOU ENTER INTO."	

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

With respect to the use of a covered "auto" in operations for or affecting a railroad designated in the Schedule at a Designated Job Site, the two exceptions contained in the definition of "insured contract" relating to construction or demolition operations performed within 50 feet of a railroad do not apply.