



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  
 RMA70025

PAGE  
 1

ADDRESS CORRESPONDENCE TO ATTENTION OF:  
 MICHAEL AUSTIN  
 304-558-2316

\*410144921 01 330-538-2261  
 RAILWORKS TRACK SERVICES INC  
 1550 N BAILEY ROAD

VENDOR

N JACKSON OH 44451

SHIP TO

WV STATE RAIL AUTHORITY  
 (DBA) SOUTH BRANCH VALLEY  
 RAILROAD  
 120 WATER PLANT DRIVE  
 MOOREFIELD, WV  
 26836 304-538-2305

DATE PRINTED 03/19/2007	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
BID OPENING DATE: 04/05/2007	BID OPENING TIME			

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 3						
THE ATTACHED SPECIFICATIONS REPLACES THE ORIGINAL SPECIFICATIONS IN IT'S ENTIRETY.						
BID OPENING REMAINS THE SAME						
NO OTHER CHANGES						
0001	1	EA		540-10	# 283,984	283,984
TIMBER BRIDGE TIES						
***** THIS IS THE END OF RFQ RMA70025 ***** TOTAL:						# 283,984. <sup>00</sup> / <sub>xx</sub>
WV License # WV041402						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE Edward Kennedy TELEPHONE 330 538-2261 DATE 4/03/07

TITLE Area Manager FEIN 35-1075159 ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

### Addendum No. 3 to RMA 70025 – Bridge Ties on SBVR

**NOTE:** Due to the numerous changes made since the original RFO, this addendum replaces the original RFO in its entirety. This Addendum also includes answers from questions asked at Mandatory pre-bid held on February 27, 2007.

The scope of work has been reduced from the original RFQ. The project is now the complete replacement of bridge ties and outer timber guard rails on just two bridges.

#### Bridge 8.5

This bridge is located just north of Graces Cabin Road crossing. It is 75.3 feet long and 20 feet high. Bridge 8.5 is a five span structure consisting of four timber trestle spans and a center span with steel rolled beams. The running rails are 132 RE CWR. There are no inner guard rails. The alignment is tangent.

A total of 67 bridge ties are to be replaced. Of these, 45 are 8"x 8"x 10' ties on the timber spans and 22 are 8"x 9"x 10' ties dapped to fit on the steel span. All timber outer guard rail is to be replaced.

#### Bridge 15.2

This bridge crosses the South Branch of the Potomac River just south of Romney. It is 997.5 feet long and 25.5 feet high. Bridge 15.2 is a 41 span structure consisting of 19 timber spans and 22 steel spans. The running rails are 133 RE CWR. There are inner guard rails however they are not complete to the ends of the bridge. Approximately 600 feet of the bridge is in a five degree curve with the rest of it tangent.

A total of 847 bridge ties are to be replaced. Of these, 189 are 8"x 8"x 10' ties on the timber spans and 658 are 8"x 8"x 10' ties dapped to fit on the steel spans. All timber outer guard rail is to be replaced. The inner guard rails are to be removed.

#### Conduct of Work

**Bridge Tie Installation:** On steel spans, every third tie will be anchored to the top of the girder flanges with new, galvanized ¾" hook bolts, nuts and washers. On timber spans, every third tie will be fastened to each stringer chord with a ¾"x 12" washer head drive spike. No more than 8 to 10 ties may be removed at one time due to the CWR. New ties will be shifted as needed to eliminate bunching that has occurred with the existing ties.

**Timber Outer Guard Rail:** The outer guard rails shall be placed with the inside edge 48 ½" from the centerline of the track. The timber shall be anchored to each tie with ¾"x 10" washer head drive spikes. The ¾" holes for the drive spikes shall be drilled through the guard rails only and the holes placed in alternate patterns over each tie, three inches (3") inside the edge of the timber. See attached drawing. At the ends of each span, the outer guard rail shall end on the last tie of the span to allow structure expansion and shall not be connected to the backwall or approach tie. Guard rails shall be notched in the field as necessary to clear heads of the hook bolts.

**Inner Guard Rail:** The inner guard rail on Bridge 15.2 shall be removed and the rail stacked at Vanderlip.

**Running Rails:** Existing tie plates will be re-used with new ¼" thick solid neoprene (no fabric) tie pads placed between the tie plates and bridge ties. Rails will be spiked to 56 ½" gage with new, 6" cut spikes. They will be spiked to proper alinement without any irregularities in curved or tangent portions. Contractor will be responsible to adjust rail as necessary to eliminate stress that develops as a result of the tie replacement. Spiking pattern will be four spikes per tie plate on Bridge 8.5 and six spikes per plate on Bridge 15.2, as currently on each bridge. Rails will be box anchored to all ties that are fastened to Bridge 15.2. The existing anchors may be reinstalled. Rail anchors are not required on Bridge 8.5.

**Train Traffic:** The SBVR normally operates freight trains Monday through Friday. These trains will be rescheduled during this project to provide the contractor with an eight-hour window between 10:00 AM and 6:00 PM without train traffic. It must be noted however that sometimes freight trains will run on weekends if required by customers. On Saturday, May 5<sup>th</sup>, a motorcar group is scheduled to run over the entire railroad. The excursion train operates over Bridge 15.2 on the following dates:

Friday: 5/11

Saturday: 5/5, 5/12, 5/19, 5/26, 6/2, 6/9, 6/16, 6/23, 6/30

Sunday: 5/13, 5/27, 6/17

Monday: 5/28

The contractor must not interfere with the excursion train operation.

Track will be made safe for train operations at the end of each work day, unless otherwise approved by the SBVR.

**Safety:** 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 with the SBVR office.

**Inspection:** Work will be subject to inspection by the SBVR.

**Material Storage:** Materials and equipment can be stored at Grace Cabin (MP 8.7) and Vanderlip (MP 16.9). Each location has a double-ended side track for on-track equipment and easy vehicular access.

**Clean-Up:** Contractor will be responsible for clean up of the work site. All debris and refuse will be removed from SBVR property and disposed of properly. This includes old bridge ties and timbers removed during this project. Old spikes will be placed in piles along the right-of-way and will remain the property of the SBVR.

**Payroll:** The contractor will use Heavy and Highway Construction Rates as established for Hampshire County. These rates are pursuant to WV Code 21-5A, et seq. and are available at [www.wvsos.com/adlaw/wagerates/heavyhighway06.htm](http://www.wvsos.com/adlaw/wagerates/heavyhighway06.htm). The contractor will be responsible for submitting certified payrolls to the SRA.

### Materials

The contractor will be responsible for providing all materials and transporting them to the work site.

Bridge ties will be Grade 1 Southern Yellow Pine, dense structural 65, creosote pressure-treated to 10# or refusal. Timber outer guard rails shall be 4"x 8" Southern Yellow Pine creosote pressure-treated to 12# or refusal.

The contractor will prepare the dapping plans for ties installed on steel spans of each bridge. These ties will be dapped to at least 1/2" and no more than 3/4" wider than flange width. Timber outer guard rails will be sized to fit all the various spans of each bridge.

The 914 ties for both bridges are divided as follows:

234 - 8"x 8"x 10'-0"

658 - 8"x 8"x 10'-0" (dapped)

22 - 8"x 9"x 10'-0" (dapped)

### Completion Date

All work must be completed within 180 days of the date that the purchase order is approved. The cost to the SBVR for the administration of the contract as well as for train delays that will be incurred after that date make it necessary for the WV State Rail Authority 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.

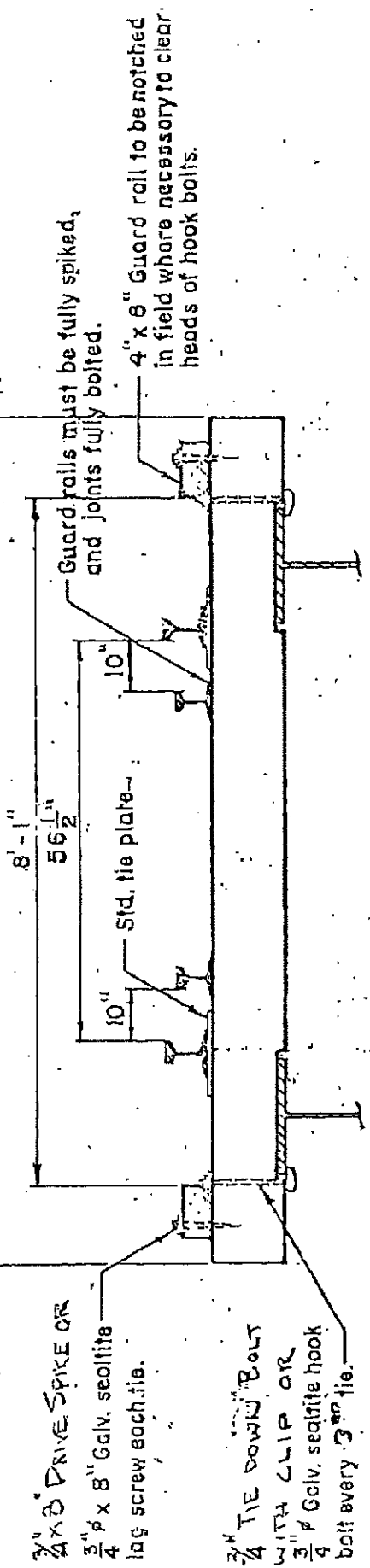
### Bidding Requirements

The contractor **MUST** have previous experience in the replacement of railroad bridge decks as described in this project.

The bid must be a total amount that includes all costs associated with this project. The work will be awarded to the lowest qualified bidder.

For beams or girders 6' - 6 1/2'

8" x 10" x 10'-0" (Min. Tie Stock)

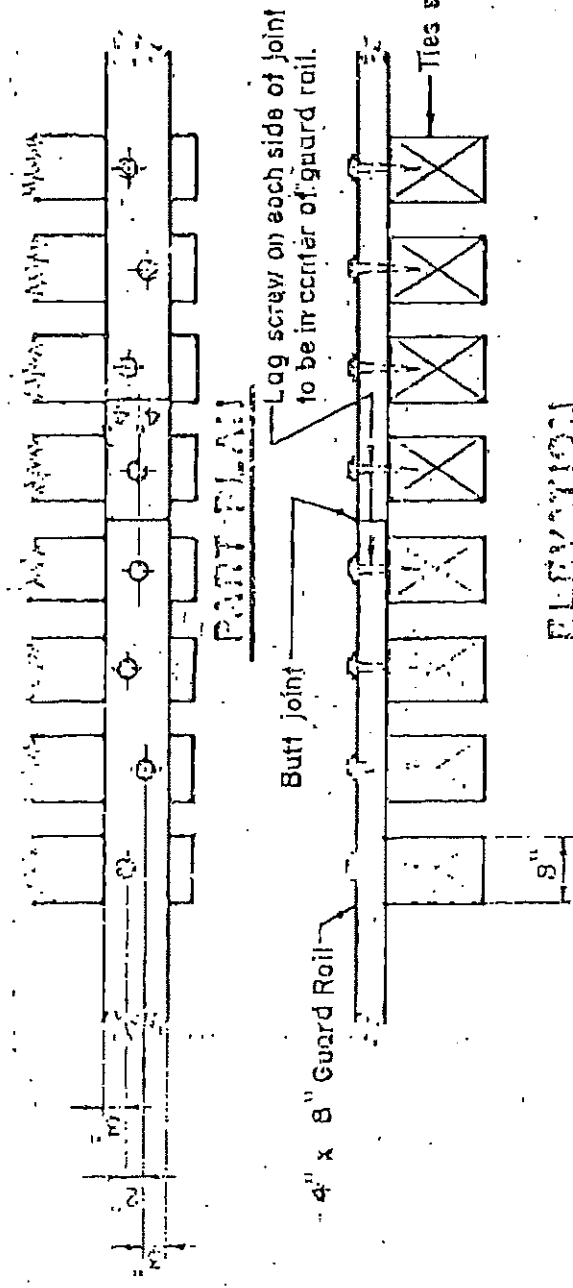


CROSS SECTION

- 3/4" x 8" DRIVE SPIKE OR
- 3/4" x 8" Galv. sealite lag screw each tie.
- 3/4" TIE DOWN BOLT WITH CLIP OR
- 3/4" Galv. sealite hook bolt every 3' tie.

Guard rails must be fully spiked, and joints fully bolted.

4" x 8" Guard rail to be notched in field where necessary to clear heads of hook bolts.



PART PLAN

ELEVATION

GUARD RAIL DETAILS

TYPICAL DETAILS  
BRIDGE TIE INSTALLATION  
STEEL BRIDGES

SIGN IN SHEET

Request for Quotation Number: RMA 70025

Date: 02/27/2007

PLEASE PRINT LEGIBLY. THIS INFORMATION IS ESSENTIAL TO CONTACT THE ATTENDEES IN A TIMELY MANNER. FAILURE TO DO SO MAY RESULT IN DELAYS IN YOUR COMPANY GETTING IMPORTANT BID INFORMATION.

Firm Name:	AMERICAN RAILROAD CONSTRUCTORS OF MD
Firm Address:	9436 FASLER DRIVE HAGERSTOWN, MD 21740
Representative Attending:	BOB MATTHEWS
Phone Number:	301-797-3730
Fax Number:	301-797-3740
Email Address:	RMATTHEWS@AMTRACMD.COM

Firm Name:	RJ CONMAN CONST
Firm Address:	PO Box 288 MICHIGANSVILLE KY 40370
Representative Attending:	DIKIE DILLON
Phone Number:	502-537-7873
Fax Number:	502-537-2653
Email Address:	ddillon@RJCONMAN.COM

Firm Name:	Fritz-Pumer-Coke, Co. Inc.
Firm Address:	635 Railroad Ave. Columbus, OH 43207
Representative Attending:	Sheldon Hess
Phone Number:	614-203-6572
Fax Number:	614-888-7224
Email Address:	shess@sixrail.com

Firm Name:	CR CONSTRUCTION
Firm Address:	4068 RT. Royal Blvd GORDON BRIDGE STATE 114 WILSON ROAD PO 15101 PA
Representative Attending:	Tom Ball
Phone Number:	412 492-0344
Fax Number:	412 492-0567
Email Address:	TKC@TRACKD.NET.COM

Firm Name:	RAILWAYS
Firm Address:	1550 N. Bailey Ave Aurora, ON 44451
Representative Attending:	Dan Dale
Phone Number:	330-534-0261
Fax Number:	330-534-0223
Email Address:	DDale@RAILWAYS.COM

Firm Name:	American Railroad
Firm Address:	2870 Normandy Dr Atlanta, GA 30305
Representative Attending:	Richard Hall
Phone Number:	404-915-3124
Fax Number:	770-393-0110
Email Address:	americanrail@ballsouth.net

**SIGN IN SHEET**

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Firm Name:	ATLAS RAILROAD CONSTRUCTION
Firm Address:	1253 STATE RTE 519 EIGHTY FOUR PA 15330
Representative Attending:	SCOTT SEPESKY
Phone Number:	724-228-4520
Fax Number:	724-228-3183
Email Address:	ssepesky@atlasrailroad.com

Firm Name:	G.W. Peoples Construction Co.
Firm Address:	1024 Ate 519, Suite 200 Eighty Four, PA 15380
Representative Attending:	GREG KIMBLE
Phone Number:	724-223-7807
Fax Number:	724-223-6961
Email Address:	fschiffell@gwpeoples.com

Firm Name:	GRAVE MASTERS
Firm Address:	4514 Hollis Ferry RD BALTIMORE, MD, 21233
Representative Attending:	Vernon Feay
Phone Number:	410-242-9084
Fax Number:	9070
Email Address:	vern.feay@gravemasters.com

Firm Name:	OSMOSE R.R. SERVICES
Firm Address:	PO Box 8276 4500 TOWNEPKINS DR. MADISON, WI 53708
Representative Attending:	Jason Street
Phone Number:	800 721-3522
Fax Number:	608 221-0618
Email Address:	street@osmoose.com

Firm Name:	Balfour Beatty Rail
Firm Address:	100 Gallowsby Drive Eighty Four PA 15330
Representative Attending:	David R. Snyder
Phone Number:	724-239-2480
Fax Number:	724-239-2488
Email Address:	dsnyder@bbr.com

Firm Name:	WM BAODE CO.
Firm Address:	100 ELIZABETH ST NEWCOMERTOWN OH 43832
Representative Attending:	BERNIE AMES
Phone Number:	740 498 5121
Fax Number:	
Email Address:	

PRE-BID CONFERENCE  
SIGN IN SHEET

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PLEASE PRINT LEGIBLY. THIS INFORMATION IS ESSENTIAL TO CONTACT THE ATTENDEES IN A TIMELY MANNER. FAILURE TO DO SO MAY RESULT IN DELAYS IN YOUR COMPANY GETTING IMPORTANT BID INFORMATION.

Firm Name:	<u>Home Construction</u>
Firm Address:	<u>2695 Boudier</u> <u>Chapel Hill, NC 27514</u>
Representative Attending:	<u>Bob Warrick</u>
Phone Number:	<u>1-440-232-7474</u>
Fax Number:	<u>1-440-232-7477</u>
Email Address:	<u>B.Warrick@aol.com</u>

Firm Name:	
Firm Address:	
Representative Attending:	
Phone Number:	
Fax Number:	
Email Address:	

Firm Name:	
Firm Address:	
Representative Attending:	
Phone Number:	
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Firm Name:	
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Representative Attending:	
Phone Number:	
Fax Number:	
Email Address:	

PURCHASING CONTINUATION SHEET

Buyer: MA-43	Page 9	Req. or P.O. No.: RMA70025
Spending Unit:		

Vendor:

Requisition No.: RMA70025

ADDENDUM ACKNOWLEDGEMENT

I hereby acknowledge receipt of the following checked addendum(s) and have made the necessary revisions to my proposal, plans and/or specifications, etc.

Addendum No.'s:

- No. 1       ✓
- No. 2       ✓
- No. 3       ✓
- No. 4
- No. 5

I understand that failure to confirm the receipt of the addendum(s) may be cause for rejection of bids.

Edward Kennedy  
Signature

RAILWORKS TRACK SERVICES, INC.  
Company

4/3/07  
Date

# THE AMERICAN INSTITUTE OF ARCHITECTS

## AIA Document A310 Bid Bond

KNOW ALL MEN BY THESE PRESENTS, THAT WE Railworks Track Services, Inc.

1550 North Bailey Road, No. Jackson, OH 44451

as Principal, hereinafter called the Principal, and Travelers Casualty and Surety Company of America

343 Thornall Street, 5th Floor, Edison, NJ 08837

a corporation duly organized under the laws of the State of CT

as Surety, hereinafter called the Surety, are held and firmly bound unto State of West Virginia/WV State Rail Authority

120 Water Plant Drive, Moorefield, WV 26836

as Obligee, hereinafter called the Obligee, in the sum of Five Percent of Amount Bid

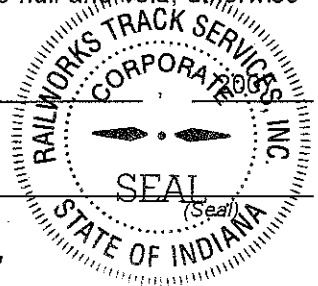
Dollars (\$ 5% ),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for WVSRA/South Branch Valley RR Bridge Tie Project, Romney, WV

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and materials furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 5th day of April



Railworks Track Services, Inc.

(Principal)

By: Edward Kennedy

(Title)

Travelers Casualty and Surety Company of America

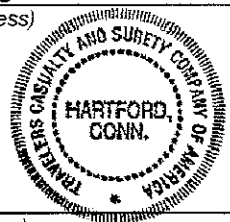
(Surety)

(Seal)

By: Jeannette Porrini

Attorney-in-Fact Jeannette Porrini

(Title)



Mary Remick  
(Witness)

Aiza Lopez  
(Witness)



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
Seaboard Surety Company
St. Paul Fire and Marine Insurance Company

St. Paul Guardian Insurance Company
St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 214399

Certificate No. 001442317

KNOW ALL MEN BY THESE PRESENTS: That Seaboard Surety Company is a corporation duly organized under the laws of the State of New York, that St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, that Farmington Casualty Company, Travelers Casualty and Surety Company, and Travelers Casualty and Surety Company of America are corporations duly organized under the laws of the State of Connecticut, that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc. is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Jeannette Porrini, and Stacy Rivera

of the City of Farmington, State of Connecticut, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 20th day of February, 2006

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
Seaboard Surety Company
St. Paul Fire and Marine Insurance Company

St. Paul Guardian Insurance Company
St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: George W. Thompson, Senior Vice President

On this the 20th day of February, 2006, before me personally appeared George W. Thompson, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal. My Commission expires the 30th day of June, 2011.



Marie C. Tetreault
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her: and it is

**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kori M. Johanson, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 5 day of April, 2007

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

*Kori M. Johanson*  
Kori M. Johanson, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at [www.stpaultravelersbond.com](http://www.stpaultravelersbond.com). Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.

RFQ No. RMA70025

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# 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 owned 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 exceeds five percent of the total contract amount.

## EXCEPTION:

The prohibition of this section does not apply where a vendor has contested any tax administered pursuant to chapter eleven of this code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

## LICENSING:

Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agencies or political subdivision. Furthermore, the vendor must provide all necessary releases to obtain information to enable the Director or spending unit to verify that the vendor is licensed and in good standing with the above entities.

## CONFIDENTIALITY:

The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures and rules. Vendors should visit [www.state.wv.us/admin/purchase/privacy](http://www.state.wv.us/admin/purchase/privacy) for the Notice of Agency Confidentiality Policies.

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

Vendor's Name: Railworks Track Services, Inc

Authorized Signature: Edward Kennedy Date: 9/3/07