



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
RMA10003

PAGE
1

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

RFQ COPY
TYPE NAME/ADDRESS HERE

FRANK TARTAGLIA, INC.
5867 East Molloy Rd.
Syracuse, NY 13211-2099

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
08/27/2009				

ID OPENING DATE: 10/06/2009 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
001	1	EA		160-52		
TRACK CONSTRUCTION, CROSSITE AND SWITCH TIE						
THE WEST VIRGINIA PURCHASING DIVISION, FOR THE AGENCY, THE WEST VIRGINIA STATE RAIL AUTHORITY, IS SOLICITING BIDS FOR TRACK CONSTRUCTION, CROSSTIE AND SWITCH TIE REPLACEMENT AND SURFACING PER THE ATTACHED SPECIFICATIONS.						
ALL WORK IS LOCATED ON THE WEST VIRGINIA CENTRAL RAILROAD (WVCR).						
MANDATORY PRE-BID						
A MANDATORY PRE-BID WILL BE HELD ON 09/15/2009 AT 10:00 AM AT THE ELKINS DEPOT IN ELKINS, WV. ALL INTERESTED PARTIES ARE REQUIRED TO ATTEND THIS MEETING. FAILURE TO ATTEND THE MANDATORY PRE-BID SHALL RESULT IN DISQUALIFICATION OF THE BID. NO ONE PERSON MAY REPRESENT MORE THAN ONE BIDDER.						
AN ATTENDANCE SHEET WILL BE MADE AVAILABLE FOR ALL POTENTIAL BIDDERS TO COMPLETE. THIS WILL SERVE AS THE OFFICIAL DOCUMENT VERIFYING ATTENDANCE AT THE MANDATORY PRE-BID. FAILURE TO PROVIDE YOUR COMPANY AND REPRESENTATIVE NAME ON THE ATTENDANCE SHEET WILL RESULT IN DISQUALIFICATION OF THE BID. THE STATE WILL NOT ACCEPT ANY OTHER DOCUMENTATION TO VERIFY ATTENDANCE. THE BIDDER IS RESPONSIBLE FOR ENSURING THEY HAVE COMPLETED THE INFORMATION REQUIRED ON THE ATTENDANCE SHEET. THE PURCHASING DIVISION AND THE STATE AGENCY WILL NOT ASSUME ANY RESPONSIBILITY FOR A BIDDER-S						

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2009 OCT 28 A 10:22

PURCHASING DIVISION
STATE OF WV

SEE REVERSE SIDE FOR TERMS AND CONDITIONS		
SIGNATURE	TELEPHONE 315 4550100	DATE October 26, 2009
TITLE President	FAX 15-0466690	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)

PROSTATE PACQUIA, INC.
5867 East Molloy Rd.
Syracuse, NY 13211-2099

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. All quotations are governed by the *West Virginia Code* and the *Legislative Rules* of the Purchasing Division.
4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
5. 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.
6. Payment may only be made after the delivery and acceptance of goods or services.
7. Interest may be paid for late payment in accordance with the *West Virginia Code*.
8. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
9. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
11. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
12. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
14. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
15. **WEST VIRGINIA ALCOHOL & DRUG-FREE WORKPLACE ACT:** If this Contract constitutes a public improvement construction contract as set forth in Article 1D, Chapter 21 of the West Virginia Code ("The West Virginia Alcohol and Drug-Free Workplace Act"), then the following language shall hereby become part of this Contract: "The contractor and its subcontractors shall implement and maintain a written drug-free workplace policy in compliance with the West Virginia Alcohol and Drug-Free Workplace Act, as set forth in Article 1D, Chapter 21 of the West Virginia Code. The contractor and its subcontractors shall provide a sworn statement in writing, under the penalties of perjury, that they maintain a valid drug-free work place policy in compliance with the West Virginia and Drug-Free Workplace Act. It is understood and agreed that this Contract shall be cancelled by the awarding authority if the Contractor: 1) Fails to implement its drug-free workplace policy; 2) Fails to provide information regarding implementation of the contractor's drug-free workplace policy at the request of the public authority; or 3) Provides to the public authority false information regarding the contractor's drug-free workplace policy."

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division.
2. **SPECIFICATIONS:** 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. Complete all sections of the quotation form.
4. Unit prices shall prevail in case of discrepancy.
5. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
6. **BID SUBMISSION:** 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



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FAILURE TO COMPLETE THE PRE-BID ATTENDANCE SHEET. IN ADDITION, WE REQUEST THAT ALL POTENTIAL BIDDERS INCLUDE THEIR E-MAIL ADDRESS AND FAX NUMBER.						
ALL POTENTIAL BIDDERS ARE REQUESTED TO ARRIVE PRIOR TO THE STARTING TIME FOR THE PRE-BID. BIDDERS WHO ARRIVE LATE, BUT PRIOR TO THE DISMISSAL OF THE TECHNICAL PORTION OF THE PRE-BID WILL BE PERMITTED TO SIGN IN. BIDDERS WHO ARRIVE AFTER CONCLUSION OF THE TECHNICAL PORTION OF THE PRE-BID, BUT DURING ANY SUBSEQUENT PART OF THE PRE-BID WILL NOT BE PERMITTED TO SIGN THE ATTENDANCE SHEET.						
EXHIBIT 5						
WEST VIRGINIA CODE 21-1D-5 PROVIDES THAT: ANY SOLICITATION FOR A PUBLIC IMPROVEMENT CONSTRUCTION CONTRACT REQUIRES EACH VENDOR THAT SUBMITS A BID FOR THE WORK TO SUBMIT AT THE SAME TIME AN AFFIDAVIT OF COMPLIANCE WITH THE BID. THE ENCLOSED DRUG-FREE WORKPLACE AFFIDAVIT MUST BE SIGNED AND SUBMITTED WITH THE BID AS EVIDENCE OF THE VENDOR'S COMPLIANCE WITH THE PROVISIONS OF ARTICLE 1D, CHAPTER 21 OF THE WEST VIRGINIA CODE. FAILURE TO SUBMIT THE SIGNED DRUG-FREE WORKPLACE AFFIDAVIT WITH THE BID SHALL RESULT IN DISQUALIFICATION OF SUCH BID.						
NOTICE TO PROCEED: THIS CONTRACT IS TO BE COMPLETED BY 06/30/2010 THE AGENCY WILL ISSUE A WRITTEN NOTICE TO PROCEED						
CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE MATERIALS OR WORKMANSHIP SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM WITH THE SPECIFICATIONS OF THE BID AND CONTRACT						

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SIGNATURE	TELEPHONE	DATE
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HERE IN.						
WAGE RATES: THE CONTRACTOR OR SUBCONTRACTOR SHALL PAY THE HIGHER OF THE U.S. DEPARTMENT OF LABOR MINIMUM WAGE RATES AS ESTABLISHED FOR BARBOUR, RANDOLPH & PUCAHONTAS COUNTIES PURSUANT TO WEST VIRGINIA CODE 21-5A, ET, SEQ. (PREVAILING WAGE RATES APPLY TO THIS PROJECT)						
ARBITRATION: ANY REFERENCES MADE TO ARBITRATION OR INTEREST FOR PAYMENTS DUE (EXCEPT FOR ANY INTEREST REQUIRED BY STATE LAW) CONTAINED IN THIS CONTRACT OR IN ANY AMERICAN INSTITUTE OF ARCHITECTS DOCUMENTS PERTAINING TO THIS CONTRACT ARE HEREBY DELETED.						
WORKERS' COMPENSATION: VENDOR IS REQUIRED TO PROVIDE A CERTIFICATE FROM WORKERS' COMPENSATION IF SUCCESSFUL.						
ALL OF THE ITEMS CHECKED BELOW WILL BE A REQUIREMENT OF THIS CONTRACT:						
(XX) INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF COMMERCIAL GENERAL LIABILITY INSURANCE PRIOR TO ISSUANCE OF CONTRACT. UNLESS OTHERWISE SPECIFIED IN THE BID DOCUMENTS, THE MINIMUM AMOUNT OF INSURANCE COVERAGE REQUIRED IS \$250,000.						
() BUILDERS RISK INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF BUILDERS RISK - ALL RISK INSURANCE IN AN AMOUNT EQUAL TO 100% OF THE AMOUNT OF THE CONTRACT.						
(XX) BONDS: FIVE PERCENT (5%) OF THE TOTAL AMOUNT OF THE BID PAYABLE TO THE STATE OF WEST VIRGINIA, SHALL BE SUBMITTED WITH EACH BID AS A BID BOND. THE SUCCESSFUL BIDDER SHALL ALSO FURNISH A PERFORMANCE BOND AND LABOR/MATERIAL BOND FOR 100% OF THE AMOUNT OF THE CONTRACT. BONDS MAY BE PROVIDED IN THE FORM OF A CERTIFIED CHECK						

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				IRREVOCABLE LETTER OF CREDIT, OR BOND FURNISHED BY A SOLVENT SURETY COMPANY AUTHORIZED TO DO BUSINESS IN THE STATE OF WEST VIRGINIA. A LETTER OF CREDIT SUBMITTED IN LIEU OF A BOND WILL ONLY BE ALLOWED FOR PROJECTS UNDER \$100,000. PERSONAL OR BUSINESS CHECKS ARE NOT ACCECPTABLE IN LIEU OF THE 5% BID BOND, PERFORMANCE BOND, OR LABOR AND MATERIAL BOND.		
				() MAINTENANCE BOND: A TWO (2) YEAR MAINTENANCE BOND COVERING THE ROOFING SYSTEM WILL BE A REQUIREMENT OF THE SUCCESSFUL VENDOR.		
				REV. 11/00		
				EXHIBIT 7		
				DOMESTIC ALUMINUM, GLASS & STEEL IN PUBLIC WORKS PROJECTS		
				IN ACCORDANCE WITH WEST VIRGINIA CODE 5-19-1 ET., SEQ., EVERY CONTRACT FOR CONSTRUCTION, RECONSTRUCTION, ALTERATION, REPAIR, IMPROVEMENT OR MAINTENANCE OF PUBLIC WORKS, WHERE THE COST IS MORE THAN \$50,000 AND, IN THE CASE OF STEEL ONLY, WHERE THE COST OF STEEL IS MORE THAN \$50,000 OR WHERE MORE THAN 10,000 POUNDS OF STEEL ARE REQUIRED, THE STATE WILL ACCEPT ONLY ALUMINUM GLASS, OR STEEL PRODUCTS PRODUCED IN THE UNITED STATES. IN ADDITION, ITEMS OF MACHINERY OR EQUIPMENT PURCHASED FOR USE AT THE SITE OF PUBLIC WORKS SHALL BE MADE OF DOMESTIC ALUMINUM, GLASS OR STEEL, UNLESS THE COST OF THE PRODUCT IS LESS THAN \$50,000 OR LESS THAN 10,000 POUNDS OF STEEL ARE USED IN PUBLIC WORKS PROJECTS.		
				FOREIGN MADE ALUMINUM, GLASS OR STEEL PRODUCTS MAY BE ACCEPTED ONLY IF THE COST OF DOMESTIC PRODUCTS IS FOUN		

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TO BE UNREASONABLE. SUCH COST IS UNREASONABLE IF IT IS 20% OR MORE HIGHER THAN THE BID PRICE FOR FOREIGN MADE PRODUCTS. IF THE DOMESTIC ALUMINUM, GLASS OR STEEL PRODUCTS TO BE SUPPLIED OR PRODUCED IN A "SUBSTANTIAL LABOR SURPLUS AREA", AS DEFINED BY THE UNITED STATES DEPARTMENT OF LABOR, FOREIGN PRODUCTS MAY BE SUPPLIED ONLY IF DOMESTIC PRODUCTS ARE 30% OR MORE HIGHER IN PRICE THAN THE FOREIGN MADE PRODUCTS.						
IF, PRIOR TO THE AWARD OF A CONTRACT UNDER THE ABOVE PROVISIONS, THE SPENDING OFFICER OF THE SPENDING UNIT DETERMINES THAT THERE EXISTS A BID FOR LIKE FOREIGN ALUMINUM, GLASS OR STEEL THAT IS REASONABLE AND LOWER THAN THE LOWEST BID DOMESTIC PRODUCTS, THE SPENDING OFFICE MAY REQUEST, IN WRITING, A REEVALUATION AND REDUCTION IN THE LOWEST BID FOR SUCH DOMESTIC PRODUCTS. ALL VENDORS MUST INDICATE IN THEIR BID IF THEY ARE SUPPLYING FOREIGN ALUMINUM, GLASS OR STEEL.						
REV. 3/88						
EXHIBIT 9						
NOTICE FOR ISSUANCE & ACKNOWLEDGEMENT OF CONSTRUCTION PROJECT ADDENDA						
THE ARCHITECT/ENGINEER AND/OR AGENCY SHALL BE REQUIRED TO ABIDE BY THE FOLLOWING SCHEDULE IN ISSUING CONSTRUCTION PROJECT ADDENDA FOR STATE AGENCIES:						
(1) THE ARCHITECT/ENGINEER SHALL PREPARE THE ADDENDUM AND A LIST OF ALL PARTIES THAT HAVE PROCURED DRAWINGS AND SPECIFICATIONS FOR THE PROJECT. THE ADDENDUM AND LIST SHALL BE FORWARDED TO THE BUYER IN THE STATE PURCHASING DIVISION. THE ARCHITECT/ENGINEER SHALL ALS						

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SEND A COPY OF THE ADDENDUM TO THE STATE AGENCY FOR WHICH THE CONTRACT IS ISSUED.						
(2) THE BUYER SHALL SEND THE ADDENDUM TO ALL INTERESTED PARTIES AND, IF NECESSARY, EXTEND THE BID OPENING DATE. ANY ADDENDUM SHOULD BE RECEIVED BY THE BUYER WITHIN FOURTEEN (14) DAYS PRIOR TO THE BID OPENING DATE.						
(3) ALL ADDENDA SHOULD BE FORMALLY ACKNOWLEDGED BY ALL BIDDERS AND SUBMITTED TO THE STATE PURCHASING DIVISION. THE SAME RULES AND REGULATIONS THAT APPLY TO THE ORIGINAL BIDDING DOCUMENT SHALL ALSO APPLY TO AN ADDENDUM DOCUMENT. THE ONLY EXCEPTION MAY BE FOR AN ADDENDUM THAT IS ISSUED FOR THE SOLE PURPOSE OF CHANGING A BID OPENING TIME AND/OR DATE.						
REV. 11/96						
EXHIBIT 10						
ADDENDUM ACKNOWLEDGEMENT						
I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.						
ADDENDUM NOS.:						
NO. 1	September 29, 2009				
NO. 2	October 13, 2009				
NO. 3	October 21, 2009				

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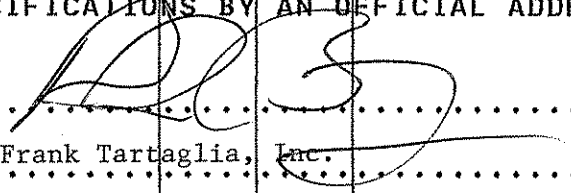
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NO. 4					
NO. 5					
I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF TH ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF THE.BIDS.						
VENDOR MUST CLEARLY UNDERSTAND THAT ANY VERBAL REPRESENTATION MADE OR ASSUMED TO BE MADE DURING ANY ORAL DISCUSSION HELD BETWEEN VENDOR'S REPRESENTATIVES AND ANY STATE PERSONNEL IS NOT BINDING. ONLY THE INFORMATION ISSUED IN WRITING AND ADDED TO THE SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING.						
					SIGNATURE	
Frank Tartaglia, Inc.					COMPANY	
October 21, 2009					DATE	
REV. 11/96						
CONTRACTORS LICENSE						
WEST VIRGINIA STATE CODE 21-11-2 REQUIRES THAT ALL PERSONS DESIRING TO PERFORM CONTRACTING WORK IN THIS STATE MUST BE LICENSED. THE WEST VIRGINIA CONTRACTORS LICENSING BOARD IS EMPOWERED TO ISSUE THE CONTRACTORS LICENSE. APPLICATIONS FOR A CONTRACTORS LICENSE MAY BE MADE BY CONTACTING THE WEST VIRGINIA DIVISION OF LABOR CAPITOL COMPLEX, BUILDING 3, ROOM 319, CHARLESTON, WV 25305. TELEPHONE: (304) 558-7890.						

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WEST VIRGINIA STATE CODE 21-11-11 REQUIRES ANY PROSPECTIVE BIDDER TO INCLUDE THE CONTRACTORS LICENSE NUMBER ON THEIR BID.						
BIDDER TO COMPLETE:						
CONTRACTORS NAME: Frank Tartaglia, Inc.						
CONTRACTORS LICENSE NO.: WV034176						
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FURNISH A COPY OF THEIR CONTRACTORS LICENSE PRIOR TO ISSUANCE OF A PURCHASE ORDER/CONTRACT						
APPLICABLE LAW						
THE WEST VIRGINIA STATE CODE, PURCHASING DIVISION RULES AND REGULATIONS, AND THE INFORMATION PROVIDED IN THE "REQUEST FOR QUOTATION" ISSUED BY THE PURCHASING DIVISION IS THE SOLE AUTHORITY GOVERNING THIS PROCUREMENT.						
ANY INFORMATION PROVIDED IN SPECIFICATION MANUALS, OR ANY OTHER SOURCE, VERBAL OR WRITTEN, WHICH CONTRADICTS OR ALTERS THE INFORMATION PROVIDED FROM THE SOURCES AS DESCRIBED IN THE ABOVE PARAGRAPH IS VOID AND OF NO EFFECT.						
BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THE STATE MAY DEEM THE CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT WITHOUT FURTHER ORDER.						
REV. 5/2009						

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<p>NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p>DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130</p> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER: 44</p> <p>REQ. NO.: RMA10003</p> <p>BID OPENING DATE: 10/6/09</p> <p>BID OPENING TIME: 1:30 PM</p> <p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: 315-455-6008</p> <p>-----</p> <p>PLEASE PRINT OR TYPE NAME OF PERSON TO CONTACT CONCERNING THIS QUOTE: John Fields</p> <p>-----</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

GNATURE	TELEPHONE	DATE
FILE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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



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

WV PURCHASING ACA SECT Fax 304-558-4115

Oct 21 2009 02:28pm P001/002

Request for Quotation

RFQ NUMBER

RMA10003

PAGE

1

ADDRESS CORRESPONDENCE TO ATTENTION OF

FRANK WHITTAKER
304-558-2316

RFQ COPY

Tartaglia
5867 E Molloy Road
Syracuse NY 13211

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
10/21/2009				

BID OPENING DATE: 10/29/2009 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
***** ADDENDUM NO. 3 *****						
THIS ADDENDUM IS ISSUED TO EXTEND THE BID OPENING DATE AND PROVIDE THE ATTACHED BID CLARIFICATION.						
BID OPENING DATE IS CHANGED TO: 10/29/09 AT 1:30 PM						
0001	1	EA		160-52		
TRACK CONSTRUCTION, CROSSITE AND SWITCH TIE						
***** THIS IS THE END OF RFQ RMA10003 ***** TOTAL:						687,452.00

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'

Addendum #2

This addendum will completely replace the original RFQ for RMA10003. All changes from the original will be in italics. Removed sections will be shown as strikethroughs. PLEASE READ CAREFULLY AS SOME MATERIAL REQUIREMENTS HAVE CHANGED.

The West Virginia Purchasing Division for the agency, The West Virginia State Rail Authority is soliciting bids for track construction, crosstie and switch tie replacement and surfacing. All work is located on the West Virginia Central Railroad (WVCR).

DESCRIPTION OF WORK

4000 TIES and 7 SWITCH TIES FOR REPLACEMENT: MP 18.8 to MP 28.4 – 1500 *1400* ties; MP 40.0 MP 36 to MP 53.1 – 2000 ties; MP 72.0 (*Cheat Bridge*)- 100 ties and MP 84.0 to MP 89.0 – 500 ties. (75% of the 4000 ties are in curves)

Switch Ties at Norton MP 21.2 – 2- 14' switch ties

Switch Ties at MP 0.5 on Dailey Branch – 3 – 14' and 4 – 15' switch ties

Switch Ties at Spruce MP 87.2 – 3- 14' switch ties and 4 – 15' switch ties

1. Tie Replacement

- a. Ties will be handled carefully to avoid damage in accordance with AREMA specifications.
- b. The contractor will replace only those ties marked for replacement by WVCR.
- c. The contractor will remove and properly dispose of old ties. Ties must be stacked clear of tracks and must not be stacked on property other than WVCR right-of-way.
- d. New and old ties can be stored at Belington, Elkins, Bowden and Cheat Bridge until removed.

2. Spiking of Ties

- a. New ties will be spiked to a gage of 56 ½ inches, plus or minus ¼ inch. Additional ties will be plugged and respiked to correct gage to ensure there is no abrupt change in gage where ties are replaced.
- b. All ties replaced or respiked will have new spikes. Old spikes will not be reused. Spikes shall be started and driven vertically and square with the rail. They shall have full bearing against the side of the rail base. Spikes shall not be overdriven. Ties on tangents will get four spikes per tie. Ties on curves will get six spikes per tie. The correct spiking pattern will be used on all new ties and any adjacent ties that are respiked to correct gage.

3. Rail Anchors

- a. All rail anchors will be reapplied in their existing location and properly fitted against ties.

4. Tamping

- a. Tie gang will tamp all newly inserted ties as they are placed in the track and ballast will be replaced at ends of ties. Final tamping for tie replacement will be done as described in section 5 of these specifications.

5. Final Surfacing, Alinement and Ballast Regulating

- a. Contractor will use a Jackson 6700, Mark IV or equivalent tamper to give the track within the designated area a "skin lift" and establish best fit for curves including appropriate spirals. Surfacing will taper into bridges and grade crossings.
- b. Track needs to be restored to proper surface with a minimum of two insertions for each tie.
- c. WVCB will provide information on superelevation of curves.
- d. When surfacing a turnout, tamping will continue for a distance of at least 100 feet onto the side track to ensure uniform surface through the turnout.
- e. A ballast regulator will follow the tamper to regulate ballast and reshape shoulders. Contractor will place any additional ballast where it may be needed after surfacing. All curves with welded rail will have a ballast shoulder of at least 12 inches on the outside of the curve.

INSTALL one #8 115 132 RE turnout and 500 feet of 115# rail at the north leg of the Elkins wye

Install a #8 115 132 RE turnout in north leg of wye to create a crossover. Extend industrial park siding to connect with new turnout. North leg of the wye will be moved to create a 14' track center with main track. The 14' track center will be maintained through entire siding. Contractor will install 500 track feet of 115 RE rail to connect to existing siding. *Contractor will be responsible to lay out the points as required.*

Crossties will not be spaced in excess of 24" centers. Ties will be handled carefully to avoid damage in accordance with AREMA specifications. Contractor will be responsible to replace all *marked* ties on existing siding as well as the ties installed in the new extension. *A total of 400 ties will be installed at this location. This includes all the ties in the 500 ft. section and a few additional ties as marked. Contractor is responsible to properly dispose of all ties in this project. Old rail and other track material will remain the property of the State Rail Authority. All rail and OTM is to be gathered up and neatly stacked at the Belington Yard.*

Rail will be spiked to a gage of 56 ½ inches, plus or minus ¼ inch. Spikes shall be started and driven vertically and square with rail. They shall have full bearing against the side of the rail base. Spikes shall not be overdriven. Spiking pattern shall be as shown in Attachment B.

Rail anchors will be properly fitted against the ties and will not be moved by driving them along the rail. Anchors shall be applied as shown in Attachment A. Turnouts will have all ties box anchored.

There will be six inches of ballast beneath the ties and between the ends of the ties and the slope of the ballast shoulder. Cries will be filled but no ballast will be left on top of the ties. Ballast will be supplied and placed by contractor.

All trackage will be lined and surfaced. At least two insertions will be made per tie. Ballast will be regulated for proper shoulders.

Tie plates for the 500 ft rail section will be supplied by the contractor.

PLACE BALLAST:

~~MP 58 - MP 83 = 400 tons~~
~~MP 83.4 = 100 tons~~
~~MP 84.5 = 100 tons~~

SURFACING & BALLAST REGULATION:

In addition to areas where ties and ballast are installed, additional regulating will be needed from MP 46.8 to MP 48.2 and 38.5 to 39.1. There is adequate ballast at these locations just needs to be dressed with the regulator. *There are no ties in this area so this will be additional regulating.*

In addition to areas where ties and ballast are installed, an additional 13 miles of track will be surfaced between MP 59 - MP 72. *The West Virginia Central Railroad will be responsible for proper ballast at these locations. The contractor will have to regulate and surface this area. There are 3 turnouts in this section.*

CHEAT BRIDGE - Install 2 #8 115 RE switches to create a new crossover.

A new crossover will be created by installing 2 #8 115 RE switches comping into 90 AS at each end of each turnout. *The crossover will be located in the straightway within 200 feet beyond the shelter. The contractor will be responsible to properly raise the track and install the turnout as required. Contractor will be responsible for the ballast needed at this location.*

BOLT TIGHTENING and RAISE LOW JOINTS

Bolts need tightened on 250 rail joints between MP 59.0 and 62.3. (Joints will be marked prior to contract award) ~~Low joints will need raised at same locations that bolts need tightened.~~ There are 6 bolts per joint. *This section will be surfaced as part of the additional surfacing listed above. This portion is bolt tightening only.*

CULVERT INSTALLATION: (Depth of each culvert is listed below)

Dailey Branch MP 3.2 – Replace 24" x 20' culvert – 2 feet deep
Dailey Branch MP 4.5 – Replace 24" x 20' culvert – 2 feet deep
MP 84.5 – Replace 12" culvert with 24" x 20' culvert – 2 feet deep
MP 86.9 – Replace 12" culvert with 24" x 40' culvert – 2 feet deep
MP 87.8 – Lower existing 36" culvert by 18" and add an additional 20' section that is located at Spruce and repair shoulder - *Contractor is responsible for ballast needed for shoulder repair. – 2 feet deep*
MP 88.3 - Replace 12" concrete culvert with 24" x 20' culvert – 3 feet deep
MP 88.4 – Replace 12" concrete culvert with 24" x 20' culvert – 5 feet deep

The additional section of 36" culvert for MP 87.8 is located at Spruce. All other pipe is located on the West Virginia Central Railroad at Cheat Bridge. The contractor will only be responsible for the transporting of the pipe to the site and installation.

CONDUCT OF WORK

Train Traffic: Freight trains run from MP 0 to 29. During late winter and spring, freight trains typically operate five days a week. Excursion trains run weekends thru Memorial Day, and Thursday, Friday, Saturday and Sunday during June. Additional excursions may be scheduled during weekdays or weekends on an as needed basis. Updated schedules will be provided to the contractor by DGVR. The track must be made safe for train traffic on those days. Contractor will need to coordinate work with the Durbin & Greenbrier Valley Railroad, the operator of the WVCR. Contact for track access is Mark Smith, 304-642-3050 or marksmith@dvgr.com

Contractor will be responsible to provide a radio or radios capable of communicating with the DGVR. The radio must be a minimum of 40 watts. The contractor can get a radio from Hammicks Radios, 304-636-6210 and have it programmed with the same frequency as the DGVR. Each work crew must be equipped with a radio stationed to road channel 160.455. Cell service is limited so a radio is required for all crews.

All work will be subject to inspection by the SRA and WVCR.

The contractor will comply with all safety rules and regulations as required by the Federal Railroad Administration, WVCR and other parties as applicable.

The successful bidder will be required to have ALL employees that will be working on this project attend a ½ day class on track safety and track access. Also a mandatory preconstruction meeting will be held with all employees working on the project, the WVCR operator and their employees and a representative from the SRA. This meeting will assure that everyone understands the entire scope of work as outlined in the awarded purchase order. Also, it will be mandatory that a weekly status report be submitted to the SRA. This report will be signed by the contractor and railroad representative and will list the work completed for the week. A final inspection of all completed work will be conducted by the contractor, the DGVR and an SRA representative to assure all work is completed as stated in the specifications. Final payment will be withheld until this inspection is complete.

Contractor will use Heavy and Highway Construction Rates as established for Barbour, Randolph and Pocahontas Counties. These rates are pursuant to WV Code 21-5A, et. Seq. and are available at www.wvsos.com/adlaw/wagerates. Contractor will be responsible for submitting certified payrolls to the SRA.

There are sidings at Belington, Elkins, Bowden, Bemis and Cheat Bridge that can be used to tie-up equipment. *These locations can also be used to stack old ties until removal.*

Contractor will be responsible for clean-up of the work site. All debris and refuse will be removed from WVCR property and disposed of properly. This includes old crossties, switch ties and spikes removed during this project. *Old rail and OTM removed for this project will remain the property of the WVCR. Contractor is to gather all rail and OTM from the Elkins Industrial Park siding and neatly stack at the Belington Yard. The OTM from the Cheat Bridge crossover project is to be gathered and placed at the Durbin railyard.*

Additional access to Spruce may be available through Snowshoe property. Contact number is 304-572-5928. Also, landowner, Keith Mace, has a driveway and road crossing at approximately MP 91. His number is 304-572-3081. It is solely the responsibility of the contractor to request access for these locations.

Sign-in sheet from pre-bid is attached.

MATERIALS

All pipe for the culvert replacement is located on the West Virginia Central Railroad.

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

Ties will be new 7" x 9" x 8'6" industrial grade 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. This includes 4000 being replaced and the ties needed to install the 500 feet of track at the Wye in Elkins plus all *marked* ties in the 300 feet of existing siding at the industrial park. (~~4800~~ 4,400 total ties)

In addition to the complete sets of switch ties for the 3 2- #8 115 RE switches *and* 1- 132 RE turnout, contractor must supply 8 - 7" x 9" x 14' and 8 - 7" x 9" x 15' switch ties for installation at other locations. Switch ties must meet AREMA specifications. 100% end plated and creosote pressure treated to 7# retention or refusal.

Spikes must be new 5/8" x 6" and conform to AREMA specifications.

3 2- #8 115 RE *and* 1 -132# RE complete switches will meet AREMA specifications. Turnout can be relay. Frog must be RBMI. Switch stand will be a century switch stand with bow handle. (*Samson undercut switch point is not necessary*)

8 - pair of 90-115 comp bars that conform to AREMA specifications.

2 - pair 85-115 comp bars that conform to AREMA specifications

115 RE rail for siding extension and additional pieces for Cheat Bridge Crossover shall conform to the following:

1. Wear shall be no greater than 1/4" on both the top and gage side.
2. Rails shall be straight horizontally except not more than 10% of the order may have horizontal curves not greater than indicated by the mid-ordinate of 1/4" in thirty feet.
3. Rails shall be straight vertically with no upsweep or droop permissible.
4. Rails shall be clean in appearance and free of obvious defects. Bases shall be solid and free of visual defects. Slight indentations or spike notching with a maximum depth of 1/8" and maximum length of 3/4" is permissible. Slight pitting is also allowable. Webs must be free of visual defects. Slight pitting is permissible. Rails shall have gage wear on one side only. Metal flow on rail head shall not exceed 1/8" per side. Engine burns shall not be greater than 1/2" wide by 1 1/2" long by 1/16" deep, shall not exceed two per rail and shall affect no more than 10% of the entire order.

Joint bars must have drilling pattern to match bolt holes in above rail and conform to AREMA specifications.

Tie plates will be double shoulder with no more than 1:40 cant and conform to AREMA specifications.

Bolts and washers must be new and conform to AREMA specifications.

Anchors shall be the proper size for the rail to which they are applied. Anchors will be new or reformed and be compatible with industry rail anchor machines.

Ballast shall be crushed stone or slag and shall conform to the current AREMA "Specifications of Prepared Stone, Slag, and Gravel Ballast". Size of ballast shall be AREMA #3 as indicated below:

Size of Opening	Percent Passing by Weight
2 ½"	100
2"	90 – 100
1 ½"	35 – 70
1"	0 – 15
½"	0

The phone number of JF Allen Company is 304-636-6095. This quarry is located on the mainline track.

BIDDING REQUIREMENTS

The contractor MUST have previous experience in crosstie replacement, turnout installation, rail placement, joint welding and track surfacing. References may be required to prove past experience.

A mandatory pre-bid meeting will be held on September 15, 2009 at 10:00 am. Everyone will meet at the Elkins Depot in Elkins, WV. This meeting includes an inspection trip of the portion of railroad where the work will be completed. Bidders must provide their own hy-rail equipment or make arrangements with other potential vendors to ride with them if they are interested in seeing the site. Contractors wishing to attend should inform Frank Whittaker at 304-558-2316 by September 10, 2009. Questions prior to the prebid inspection must be submitted in writing and will be addressed at the meeting. Email - Frank.m.whittaker@wv.gov

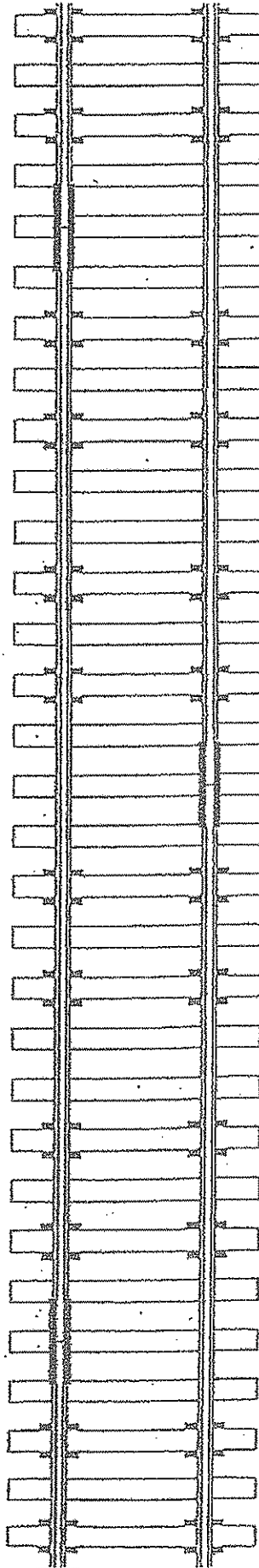
For bidding purposes, contractor is to give a unit cost for each item listed below. Low bid will be determined by the lowest total amount for all unit costs multiplied by the quantities as listed below:

Line Item	Description	Unit Cost	Unit of Measure	Quantity	Extended Cost
	Tie Replacement (Including gaging of inserted ties)				
1	Ties	\$ 78.30	per tie	4,000	\$ 313,200.00
	Additional Switch Ties				
2	14' Switch Tie	\$ 350.00	per tie	8	\$ 2,800.00
3	15' Switch Tie	\$ 352.00	per tie	8	\$ 2,816.00
	Gaging (respiked crossties only)				
4	Ties	\$ 5.50	per tie	4,000	\$ 22,000.00
	Additional Surfacing/Ballast Regulation				
5	Additional Surfacing	\$ 1.40	per track foot	68,640	\$ 96,096.00
				(13 miles)	
6	Additional Regulating	\$.25	per track foot	10,560	\$ 2,640.00
				(2 miles)	
	Track Construction at Elkins Wye (Includes all labor and materials for project - ties are included below)				
7	Track	\$ 137.00	per track foot	500	\$ 68,500.00
	Tie Replacement at Industrial Park Siding (Includes ties in track construction and other ties as marked)				
8	Ties	\$ 77.00	per tie	400	\$ 30,800.00
	Turnout Construction at Elkins Wye (includes all labor and materials)				
9	#8 115-132 RE turnout	\$ 37,900.00	each	1	\$ 37,900.00

	Culvert Replacement				
10	Culvert 24" x 20'	\$ 4,500.00	each	5	\$ 22,500.00
11	Culvert 24" x 40'	\$ 5,000.00	each	1	\$ 5,000.00
12	Existing 36" culvert lowered by 18" add 20' section and repair shoulder damage	\$ 8,450.00	each	1	\$ 8,450.00
	Tighten Bolts & Raise Joints				
13	Tighten Bolts	\$ 21.00	per joint	250	\$ 5,250.00
14	Raise Joints	\$	per joint	250	\$
	Cheat Bridge Crossover				
15	Install two switches in the Cheat Bridge Yard and create a crossover	\$ 69,500.00	Lump Sum	1	\$ 69,500.00
	Ballast Placement				
16	Ballast Placement	\$	per ton	600	\$
			TOTAL BID:		\$ 687,452.00

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 determined 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 items. Failure to provide unit prices will result in the disqualification of the vendor's bid.



JOINTED RAIL - 16 ANCHORS PER 39 FOOT RAIL, BOX ANCHOR 8 TIES.

RAIL ANCHOR PATTERNS

Attachment A

Attachment B

20²¹

2011

B - TRACK SPINE

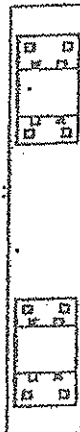
MAIN TRACK - A TRACK, OTHER THAN AN AUXILIARY TRACK, EXTENDING THROUGH TARDS AND BETWEEN STATIONS, UPON WHICH TRAINS ARE OPERATED IN CONFORMANCE WITH RULES OR SPECIAL INSTRUCTIONS.

SIDING - AN AUXILIARY TRACK DESIGNATED IN SPECIAL INSTRUCTIONS FOR THE MEETING OR PASSING OF TRAINS.

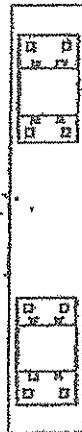
SIDE TRACK - AN AUXILIARY TRACK FOR PURPOSES OTHER THAN MEETING OR PASSING TRAINS.

TRACK TYPE, TRACK ALIGNMENT, AND SPEED AUTHORIZED	SPICES PER TIE PLATE	SPIKING PATTERN
MAIN TRACKS AND SIDINGS		
TANGENTS AND CURVES LESS THAN 2 DEGREE	2	A
WITH SPEED UP TO 40 MPH		
TANGENTS AND CURVES LESS THAN 2 DEGREE		
LESS THAN 40 MPH		
CURVES 2 DEGREE AND OVER BUT LESS THAN 4 DEGREE		
WITH SPEED UP TO 40 MPH		
CURVES OVER 4 DEGREE	1	B
SIDE TRACKS - SPEEDS UP TO 40 MPH		
TANGENTS AND CURVES LESS THAN 2 DEGREE	2	A
CURVES 2 DEGREE AND OVER BUT LESS THAN 4 DEGREE	3	B
CURVES OVER 4 DEGREE	4	C

SPIKING PATTERN "A"



SPIKING PATTERN "B"



SPIKING PATTERN "C"

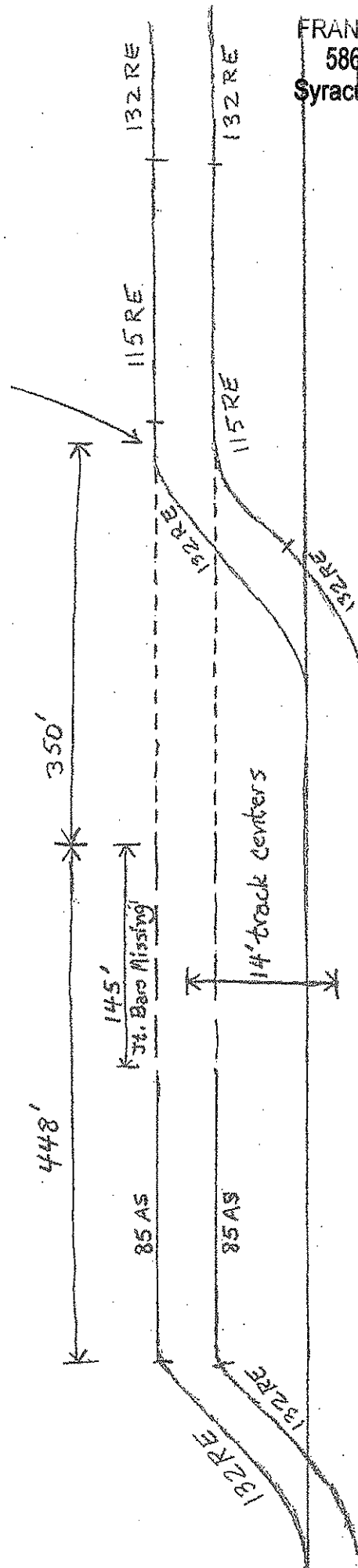


SPIKING PATTERN "D"



Connection of Elkins Wye and Industrial Park Side Track

Install 132RE #8 RBM
turnout to make crossover



FRANK TARTAGLIA, INC.
5867 East Molloy Rd.
Syracuse, NY 13211-2099

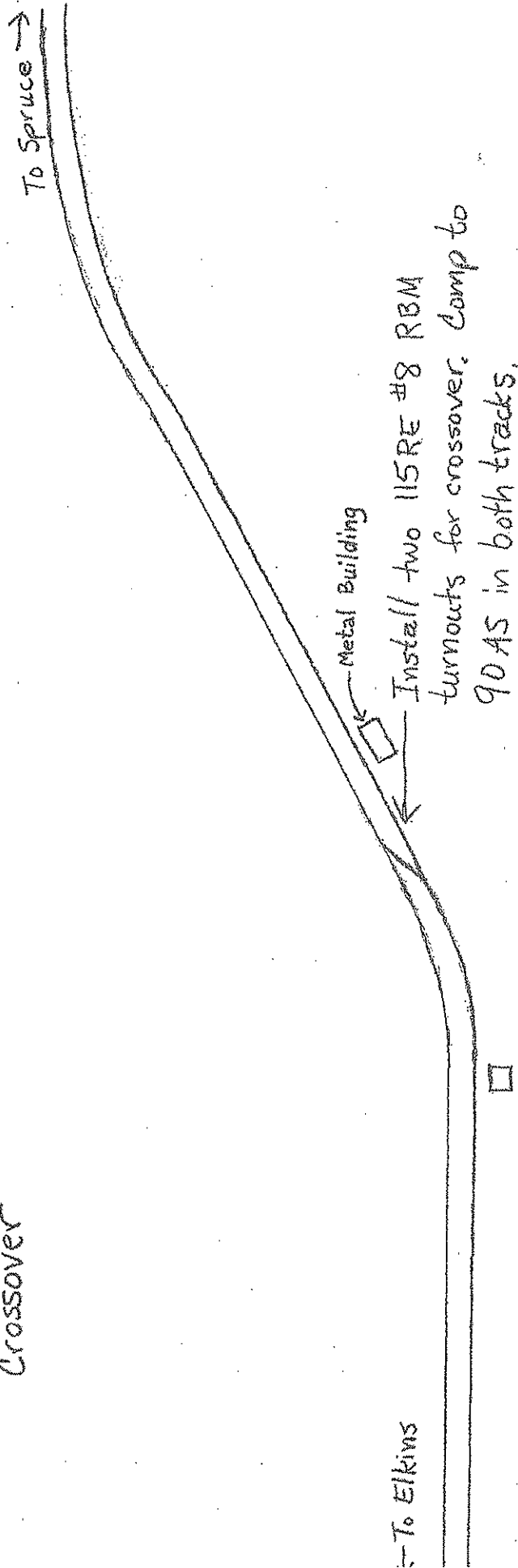
← To Tygart Jct.

To Cheat Bridge

Revised 9/30/09

Cheat Bridge

Crossover



FRANK TARTAGLIA, INC. 4
5867 East Molloy Rd.
Syracuse, NY 13211-2099

Revised 9/30/07

CNA SURETY

BID BOND

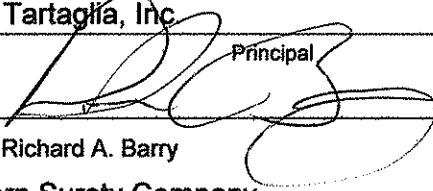
KNOW ALL MEN BY THESE PRESENTS: That we Frank Tartaglia Inc., 5867 East Molloy Road, Syracuse, NY 13211, Principal, and Western Surety Company, 94 New Karner Road, Suite 205, Surety, are held and firmly bound unto State of West Virginia, 2019 Washington Street East, Charleston, WV 25305-0130, Obligee, in the sum of Five percent of the amount of the attached bid _____ Dollars (-----(5%)-----), for the payment of which we bind ourselves, our legal representatives, successors and assigns, jointly and severally, firmly by these presents.


WHEREAS, Principal has submitted or is about to submit a proposal to Obligee on a contract for Track Construction, Tie/Timber Replacement and Surfacing

NOW, THEREFORE, if the said contract be awarded to Principal and Principal shall, within such time as may be specified, enter into the contract in writing and give such bond or bonds as may be specified in the bidding or contract documents with surety acceptable to Obligee; or if Principal shall fail to do so, pay to Obligee the damages which Obligee may suffer by reason of such failure not exceeding the penalty of this bond, then this obligation shall be void; otherwise to remain in full force and effect.

Signed, sealed, and dated this 28th day of September , 2009.

Frank Tartaglia, Inc.

Principal
By:  (Seal)
Richard A. Barry (Name)
Western Surety Company

Surety
By:  (Seal)
Teresa A. Cator, Attorney-in-fact

NOTARIAL JURAT

INDIVIDUAL ACKNOWLEDGMENT

State of New York }

County of Ontario }

On this _____ day of _____, _____, before me personally came _____, to me known and known to me to be the individual(s) who executed the foregoing instrument and acknowledge to me that he/she/they executed the same.

Notary Public

PARTNERSHIP ACKNOWLEDGMENT

State of _____ }

County of _____ }

On this _____ day of _____, _____, before me personally came _____,

_____ to me known and known to me to be a member of the partnership of _____, _____ acknowledged that he/she executed the foregoing instrument as the act of the said partnership.

Notary Public

CORPORATION ACKNOWLEDGMENT

State of New York }

County of Onondaga }

On this 28th day of September, 2009, before me personally came Richard A. Barry

_____ to me known, who, being by me duly sworn, did depose and say that he/she resides in Mantius, NY; that he/she is the President of the Frank Tartaglia Inc. _____ the corporation which executed the foregoing instrument; that he/she knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of the said corporation, and that he/she signed his/her name to the instrument by like order.

Notary Public

JUDY A. COOMES
Notary Public, State of New York
No. 01CO6030609
Qualified in Onondaga County
Commission Expires Sept. 20, 2013

SURETY ACKNOWLEDGMENT

State of New York }

County of Ontario }

On this 28th day of September 2009, before me personally came Teresa A Cator to me known, who being by me duly sworn, did depose and say: that she resides in the Town of Canandaigua that he/she is Attorney-in-Fact of the above signed surety, the corporation described in and which executed the foregoing instrument; that he/she knows the corporate seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; and that he/she signed his/her name thereto by like order.

Notary Public

DALE A. GLITCH
Notary Public State of New York
Ontario County No. 4825154
Commission Expires January 31, 2011

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Teresa A Cator, Christopher T Hubler, Sandra J Reynolds, Individually

of Canandaigua, NY, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Senior Vice President and its corporate seal to be hereto affixed on this 18th day of June, 2009.



WESTERN SURETY COMPANY

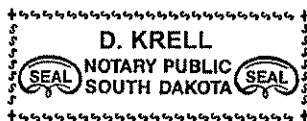
Paul T. Bruflat, Senior Vice President

State of South Dakota }
County of Minnehaha } ss

On this 18th day of June, 2009, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Senior Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

November 30, 2012



D. Krell, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 28th day of September, 2009.



WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

WESTERN SURETY COMPANY
Sioux Falls, South Dakota
Statement of Condition and Affairs
December 31, 2008

ASSETS

Bonds	\$1,008,502,414
Stocks	20,960,267
Cash and short-term investments	73,631,995
Uncollected premiums and agents' balances	36,880,707
Amounts recoverable from reinsurers	3,378,807
Funds held by or deposited with reinsured companies	29,505,820
Net deferred tax asset	19,970,930
Electronic data processing equipment and software	1,806,700
Investment income due and accrued	13,053,922
Other assets	1,901,307
Total Assets	<u>\$1,209,592,869</u>

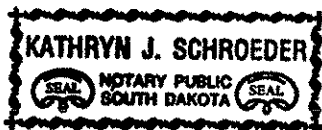
LIABILITIES AND SURPLUS

Losses	\$257,306,815
Loss adjustment expense	71,399,288
Contingent and other commissions payable	6,015,130
Other expense	31,615,064
Taxes, licenses and fees	2,424,229
Federal and foreign income taxes payable	2,078,327
Unearned premiums	251,722,105
Retroactive reinsurance reserve assumed	11,063,519
Other liabilities	21,330,970
Total Liabilities	<u>654,955,447</u>

Surplus Account:

Capital paid up	\$4,000,000
Gross paid in and contributed surplus	176,435,232
Unassigned funds	374,202,190
Surplus as regards policyholders	\$554,637,422
Total Liabilities and Capital	<u>\$1,209,592,869</u>

I, Philip E. Lundy, Vice President and Treasurer of Western Surety Company hereby certify that the above is an exact copy of the financial statement of the Company dated December 31, 2008, as filed with the various Insurance Departments and is a true and correct statement of the condition of Western Surety Company as of that date.



Western Surety Company

By Philip E. Lundy
Vice President, Treasurer

Subscribed and sworn to me this 31 day of March, 2009.

My commission expires:

KATHRYN J. SCHROEDER
My Commission Expires 7-21-2009

Kathryn J. Schroeder
Notary Public

NOTICE

In accordance with the Terrorism Risk Insurance Act of 2002, we are providing this disclosure notice for bonds and certain insurance policies on which one or more of the Writing Companies identified below is the surety or insurer.

To principals on bonds and insureds on certain insurance policies written by any one or more of the following companies (collectively the "Writing Companies") as surety or insurer: Western Surety Company, Universal Surety of America, Surety Bonding Company of America, Continental Casualty Company, National Fire Insurance Company of Hartford, American Casualty Company of Reading, PA, The Firemen's Insurance Company of Newark, NJ, and The Continental Insurance Company.

DISCLOSURE OF PREMIUM

The premium attributable to coverage for terrorist acts certified under the Act was Zero Dollars (\$0.00).

DISCLOSURE OF FEDERAL PARTICIPATION IN PAYMENT OF TERRORISM LOSSES

The United States will pay *ninety* percent (90%) of covered terrorism losses exceeding the applicable surety/insurer deductible

CONTRACTOR LICENSE

Authorized by the

West Virginia Contractor Licensing Board

Number:

WV034176

Classification:

SPECIALTY

FRANK TARTAGLIA INC
DBA FRANK TARTAGLIA INC
5867 E MOLLOY ROAD
SYRACUSE, NY 13211

Date Issued

JULY 30, 2009

Expiration Date

JULY 30, 2010

Authorized Company Signature

Michael A. Carl

Chair, West Virginia Contractor
Licensing Board

**WEST VIRGINIA
CONTRACTOR
LICENSING
BOARD**

This license, or a copy thereof, must be posted in a conspicuous place at every construction site where work is being performed. This license number must appear in all advertisements, on all bid submissions and on all fully executed and binding contracts. This license cannot be assigned or transferred by licensee. Issued under provisions of West Virginia Code, Chapter 21, Article 11.



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

STATE OF New York

COUNTY OF Onondaga, TO-WIT:

I, Richard A. Barry, after being first duly sworn, depose and state as follows:

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

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

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

Frank Tartaglia, Inc.
(Company Name)
By: [Signature]
Richard A. Barry
Title: President
Date: October 21, 2009

Taken, subscribed and sworn to before me this 21 day of October, 2009.

By Commission expires September 30, 2013

(Seal)

SUSAN H. BARRY
Notary Public in the State of New York
Qualified in Onondaga County No. 4740129
My Commission Expires September 30, 2013

[Signature]
(Notary Public)

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

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

VENDOR OWING A DEBT TO THE STATE:

West Virginia Code §5A-3-10a provides that: No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owed is an amount greater than one thousand dollars in the aggregate.

PUBLIC IMPROVEMENT CONTRACTS & DRUG-FREE WORKPLACE ACT:

If this is a solicitation for a public improvement construction contract, the vendor, by its signature below, affirms that it has a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the *West Virginia Code*. The vendor must make said affirmation with its bid submission. Further, public improvement construction contract may not be awarded to a vendor who does not have a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the *West Virginia Code* and who has not submitted that plan to the appropriate contracting authority in timely fashion. For a vendor who is a subcontractor, compliance with Section 5, Article 1D, Chapter 21 of the *West Virginia Code* may take place before their work on the public improvement is begun.

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 materials, 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.

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. 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>.

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

Vendor's Name: Frank Tartaglia, Inc.
Authorized Signature: Richard A. Barry, President Date: October 21, 2009
Purchasing Affidavit (Revised 01/01/09)