



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

RMA10017

PAGE

1

ADDRESS CORRESPONDENCE TO ATTENTION OF

FRANK WHITTAKER  
804-558-2316

RFQ COPY

TYPE NAME/ADDRESS HERE

BALFOUR BEATTY RAIL INC

1600 RTE 13L

WASHINGTON, PA

15301

WV STATE RAIL AUTHORITY  
(DBA) SOUTH BRANCH VALLEY  
RAILROAD

120 WATER PLANT DRIVE  
MOOREFIELD, WV

26836

304-538-2305

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
01/29/2010				
BID OPENING DATE: 03/11/2010		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
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LS

968-55

1

\$ 141,947.00

141,947.00

TRACK SURFACING FOR SOUTH BRANCH VALLEY RAILROAD

THE WEST VIRGINIA PURCHASING DIVISION, FOR THE AGENCY,  
THE WEST VIRGINIA STATE RAIL AUTHORITY (SRA) IS  
SOLICITING BIDS FOR TRACK SURFACING ON THE SOUTH BRANCH  
VALLEY RAILROAD (SBVR) PER THE ATTACHED SPECIFICATIONS.

## MANDATORY PRE-BID

A MANDATORY PRE-BID WILL BE HELD ON 02/23/10 AT  
10:00 AM AT THE SOUTH BRANCH VALLEY RAILROAD OFFICE.  
OFFICE, 120 WATER PLANT RD, MOOREFIELD, WV 26836. ALL  
INTERESTED PARTIES ARE REQUIRED TO ATTEND THIS MEETING.  
FAILURE TO ATTEND THE MANDATORY PRE-BID SHALL RESULT IN  
DISQUALIFICATION OF THE BID. NO ONE PERSON MAY  
REPRESENT MORE THAN ONE BIDDER.

AN ATTENDANCE SHEET WILL BE MADE AVAILABLE FOR ALL  
POTENTIAL BIDDERS TO COMPLETE. THIS WILL SERVE AS THE  
OFFICIAL DOCUMENT VERIFYING ATTENDANCE AT THE MANDATORY  
PRE-BID. FAILURE TO PROVIDE YOUR COMPANY AND  
REPRESENTATIVE NAME ON THE ATTENDANCE SHEET WILL RESULT  
IN DISQUALIFICATION OF THE BID. THE STATE WILL NOT  
ACCEPT ANY OTHER DOCUMENTATION TO VERIFY ATTENDANCE.  
THE BIDDER IS RESPONSIBLE FOR ENSURING THEY HAVE  
COMPLETED THE INFORMATION REQUIRED ON THE ATTENDANCE  
SHEET. THE PURCHASING DIVISION AND THE STATE AGENCY  
WILL NOT ASSUME ANY RESPONSIBILITY FOR A BIDDER'S  
FAILURE TO COMPLETE THE PRE-BID ATTENDANCE SHEET. IN  
ADDITION, WE REQUEST THAT ALL POTENTIAL BIDDERS INCLUDE  
THEIR E-MAIL ADDRESS AND FAX NUMBER.

RECEIVED

2010 APR -7 AM 9:52

SEE REVERSE SIDE FOR TERMS AND CONDITIONS	
SIGNATURE <i>C. L. Williams</i>	TELEPHONE 724-228-7636
TITLE REGIONAL MANAGER	DATE 4/6/10
FEIN 39-1611003	ADDRESS CHANGES TO BE NOTED ABOVE

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



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ADDRESS CORRESPONDENCE TO ATTENTION OF

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304-558-2316

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TYPE NAME/ADDRESS HERE

BALFOUR BEATTY RAIL  
1600 Rte 136  
WASHINGTON, PA  
15301

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
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LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
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.						
TECHNICAL QUESTIONS						
ALL TECHNICAL QUESTIONS MUST BE SUBMITTED IN WRITING TO FRANK WHITTAKER IN THE PURCHASING DIVISION VIA EMAIL A FRANK.M.WHITTAKER@WV.GOV, OR VIA FAX AT 304-558-4115. DEADLINE FOR TECHNICAL QUESTIONS IS 02/26/10 AT 4:00 PM ALL TECHNICAL QUESTIONS WILL BE ADDRESSED BY ADDENDUM AFTER THE DEADLINE.						
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 ON OR BEFORE 06/18/2010. UNLESS OTHERWISE SPECIFIED, THE FULLY EXECUTED PURCHASE ORDER WILL BE CONSIDERED NOTICE TO PROCEED.						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
<i>Frank Whittaker</i>	724-228-7636	4/6/10
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
REGIONAL MANAGER	39-161003	

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



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FRANK WHITTAKER 304-558-2316

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BALFOUR BEATTY RAIL INC  
1600 Rte 136  
WASHINGTON, PA 15301

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
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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 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 THE COUNTIES WHERE THE WORK WILL TAKE PLACE 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.

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Robert Williams</i>	TELEPHONE 724-228-7636	DATE 4/6/10
TITLE REGIONAL MANAGER	FEIN 39-1611003	ADDRESS CHANGES TO BE NOTED ABOVE

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1600 Rte 136  
WASHINGTON, PA 15301

WV STATE RAIL AUTHORITY  
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<p>(XX) BONDS: FIVE PERCENT (5%) OF THE TOTAL AMOUNT OF THE BID PAYABLE TO THE STATE OF WEST VIRGINIA, SHALL BE SUBMITTED WITH EACH BID AS A BID BOND. THE SUCCESSFUL BIDDER SHALL ALSO FURNISH A PERFORMANCE BOND AND LABOR/MATERIAL BOND FOR 100% OF THE AMOUNT OF THE CONTRACT. BONDS MAY BE PROVIDED IN THE FORM OF A CERTIFIED CHECK IRREVOCABLE LETTER OF CREDIT, OR BOND FURNISHED BY A SOLVENT SURETY COMPANY AUTHORIZED TO DO BUSINESS IN THE STATE OF WEST VIRGINIA. A LETTER OF CREDIT SUBMITTED IN LIEU OF A BOND WILL ONLY BE ALLOWED FOR PROJECTS UNDER \$100,000. PERSONAL OR BUSINESS CHECKS ARE NOT ACCEPCTABLE IN LIEU OF THE 5% BID BOND, PERFORMANCE BOND, OR LABOR AND MATERIAL BOND.</p> <p>( ) MAINTENANCE BOND: A TWO (2) YEAR MAINTENANCE BOND COVERING THE ROOFING SYSTEM WILL BE A REQUIREMENT OF THE SUCCESSFUL VENDOR.</p> <p>REV. 11/00</p> <p>EXHIBIT 7</p> <p>DOMESTIC ALUMINUM, GLASS &amp; STEEL IN PUBLIC WORKS PROJECTS</p> <p>IN ACCORDANCE WITH WEST VIRGINIA CODE 5-19-1 ET., SEQ., EVERY CONTRACT FOR CONSTRUCTION, RECONSTRUCTION, ALTERATION, REPAIR, IMPROVEMENT OR MAINTENANCE OF PUBLIC WORKS, WHERE THE COST IS MORE THAN \$50,000 AND, IN THE CASE OF STEEL ONLY, WHERE THE COST OF STEEL IS MORE THAN \$50,000 OR WHERE MORE THAN 10,000 POUNDS OF STEEL ARE REQUIRED, THE STATE WILL ACCEPT ONLY 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</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>R. L. Williams</i>	TELEPHONE 724-228-7636	DATE 4/6/10
TITLE REGIONAL MANAGER	FEIN 39-1611023	ADDRESS CHANGES TO BE NOTED ABOVE

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ADDRESS CORRESPONDENCE TO ATTENTION OF:

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*BALFOUR BEATTY RAIL INC*  
*1600 Rte 136*  
*WASHINGTON, PA 15301*

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

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03/11/2010

BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>DOMESTIC ALUMINUM, GLASS OR STEEL, UNLESS THE COST OF THE PRODUCT IS LESS THAN \$50,000 OR LESS THAN 10,000 POUNDS OF STEEL ARE USED IN PUBLIC WORKS PROJECTS.</p> <p>FOREIGN MADE ALUMINUM, GLASS OR STEEL PRODUCTS MAY BE ACCEPTED ONLY IF THE COST OF DOMESTIC PRODUCTS IS FOUND TO BE UNREASONABLE. SUCH COST IS UNREASONABLE IF IT IS 20% OR MORE HIGHER THAN THE BID PRICE FOR FOREIGN MADE PRODUCTS. IF THE DOMESTIC ALUMINUM, GLASS OR STEEL PRODUCTS TO BE SUPPLIED OR PRODUCED IN A "SUBSTANTIAL LABOR SURPLUS AREA", AS DEFINED BY THE UNITED STATES DEPARTMENT OF LABOR, FOREIGN PRODUCTS MAY BE SUPPLIED ONLY IF DOMESTIC PRODUCTS ARE 30% OR MORE HIGHER IN PRICE THAN THE FOREIGN MADE PRODUCTS.</p> <p>IF, PRIOR TO THE AWARD OF A CONTRACT UNDER THE ABOVE PROVISIONS, THE SPENDING OFFICER OF THE SPENDING UNIT DETERMINES THAT THERE EXISTS A BID FOR LIKE FOREIGN ALUMINUM, GLASS OR STEEL THAT IS REASONABLE AND LOWER THAN THE LOWEST BID DOMESTIC PRODUCTS, THE SPENDING OFFICE MAY REQUEST, IN WRITING, A REEVALUATION AND REDUCTION IN THE LOWEST BID FOR SUCH DOMESTIC PRODUCTS. ALL VENDORS MUST INDICATE IN THEIR BID IF THEY ARE SUPPLYING FOREIGN ALUMINUM, GLASS OR STEEL.</p> <p>REV. 3/88</p> <p>EXHIBIT 9</p> <p>NOTICE FOR ISSUANCE &amp; ACKNOWLEDGEMENT OF CONSTRUCTION PROJECT ADDENDA</p> <p>THE ARCHITECT/ENGINEER AND/OR AGENCY SHALL BE REQUIRED TO ABIDE BY THE FOLLOWING SCHEDULE IN ISSUING CONSTRUCTION PROJECT ADDENDA FOR STATE AGENCIES:</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>John Williams</i>	TELEPHONE 724-228-7636	DATE 4/6/10
TITLE REGIONAL MANAGER	FEIN 39-1611003	ADDRESS CHANGES TO BE NOTED ABOVE

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BALFOUR BEATTY RAIL INC  
1600 Rte 136  
WASHINGTON, PA 15301

WV STATE RAIL AUTHORITY  
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<p>(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 ALSO SEND A COPY OF THE ADDENDUM TO THE STATE AGENCY FOR WHICH THE CONTRACT IS ISSUED.</p> <p>(2) THE BUYER SHALL SEND THE ADDENDUM TO ALL INTERESTED PARTIES AND, IF NECESSARY, EXTEND THE BID OPENING DATE. ANY ADDENDUM SHOULD BE RECEIVED BY THE BUYER WITHIN FOURTEEN (14) DAYS PRIOR TO THE BID OPENING DATE.</p> <p>(3) ALL ADDENDA SHOULD BE FORMALLY ACKNOWLEDGED BY ALL BIDDERS AND SUBMITTED TO THE STATE PURCHASING DIVISION. THE SAME RULES AND REGULATIONS THAT APPLY TO THE ORIGINAL BIDDING DOCUMENT SHALL ALSO APPLY TO AN ADDENDUM DOCUMENT. THE ONLY EXCEPTION MAY BE FOR AN ADDENDUM THAT IS ISSUED FOR THE SOLE PURPOSE OF CHANGING A BID OPENING TIME AND/OR DATE.</p> <p>REV. 11/96</p> <p>EXHIBIT 10</p> <p>ADDENDUM ACKNOWLEDGEMENT</p> <p>I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.</p> <p>ADDENDUM NOS. :</p>						
SEE REVERSE SIDE FOR TERMS AND CONDITIONS						
SIGNATURE [Signature]		TELEPHONE 724-228-7676		DATE 4/6/10		
TITLE REGIONAL MANAGER		FEIN 39-1611003		ADDRESS CHANGES TO BE NOTED ABOVE		

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1600 Rt 136  
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NO. 1 2/19/2010 A.W.  
NO. 2 3/25/2010 A.W.  
NO. 3 .....  
NO. 4 .....  
NO. 5 .....

I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE  
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.

*Archie Williams*

SIGNATURE

BALFOUR BEATTY RAIL INC

COMPANY

4/6/10

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

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Archie Williams</i>	TELEPHONE 724-228-7636	DATE 4/6/10
TITLE REGIONAL MANAGER	FEIN 39-1611003	ADDRESS CHANGES TO BE NOTED ABOVE

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*1600 Rte 136*  
*WASHINGTON, PA 15301*

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<p>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.</p> <p>WEST VIRGINIA STATE CODE 21-11-11 REQUIRES ANY PROSPECTIVE BIDDER TO INCLUDE THE CONTRACTORS LICENSE NUMBER ON THEIR BID.</p> <p>BIDDER TO COMPLETE:</p> <p>CONTRACTORS NAME: <i>BAFFOUR BEATTY RAIL INC</i></p> <p>CONTRACTORS LICENSE NO.: <i>WV 041917</i></p> <p>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FURNISH A COPY OF THEIR CONTRACTORS LICENSE PRIOR TO ISSUANCE OF A PURCHASE ORDER/CONTRACT</p> <p>APPLICABLE LAW</p> <p>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.</p> <p>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.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THE STATE MAY DEEM THE</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE

TELEPHONE

DATE

TITLE

FEIN

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CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT WITHOUT FURTHER ORDER.						
REV. 5/2009						
NOTICE						
A SIGNED BID MUST BE SUBMITTED TO:						
DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130						
THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:						
SEALED BID						
BUYER: 44						
REQ. NO.: RMA10017						
BID OPENING DATE: 03/11/2010						
BID OPENING TIME: 1:30 PM						
PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:						
-----724-884-0025-----						
LEE WILLIAMS						
PLEASE PRINT OR TYPE NAME OF PERSON TO CONTACT						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Lee Williams</i>	TELEPHONE 724-228-7636	DATE 4/6/10
TITLE REGIONAL MANAGER	FEIN 39-1611003	ADDRESS CHANGES TO BE NOTED ABOVE

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SHIPTO  
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LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
CONCERNING THIS QUOTE:						
----- LEE WILLIAMS -----						
***** THIS IS THE END OF RFQ RMA10017 ***** TOTAL: \$141,947.00						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Lee Williams</i>	TELEPHONE 724-228-7636	DATE 4/6/10
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WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

## GENERAL TERMS & CONDITIONS

### REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)

1. Awards will be made in the best interest of the State of West Virginia
2. The State may accept or reject in part, or in whole, any bid.
3. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
4. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods this Purchase Order/Contract becomes void and of no effect after June 30.
5. Payment may only be made after the delivery and acceptance of goods or services.
6. Interest may be paid for late payment in accordance with the *West Virginia Code*
7. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
10. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern the purchasing process.
11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
12. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
13. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at [www.state.wv.us/admin/purchase/vrc/hipaa.htm](http://www.state.wv.us/admin/purchase/vrc/hipaa.htm) and is hereby made part of the agreement. Provided that the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
14. **CONFIDENTIALITY:** The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.
15. **LICENSING:** Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, and the West Virginia Insurance Commission. The vendor must provide all necessary releases to obtain information to enable the director or spending unit to verify that the vendor is licensed and in good standing with the above entities.
16. **ANTITRUST:** In submitting a bid to any agency for the State of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the State of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder.

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, or person or entity submitting a bid for the same material, supplies, equipment or services and is in all respects fair and without collusion or Fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

### INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
2. Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
4. All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130
5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W.Va. C.S.R. §148-1-6.6).

## REQUEST FOR QUOTE

The West Virginia Purchasing Division, for the West Virginia State Rail Authority (SRA), is soliciting bids for track surfacing on the South Branch Valley Railroad (SBVR):

### DESCRIPTION OF WORK

#### Surfacing Between MP 17 and MP 47

The single main track between MP 17 (Vanderlip) and MP 47 (south of Durgon) will receive a "skin lift" to correct line and surface defects. There are 10 main track turnouts, 16 bridges, 11 public crossings, 47 private crossings and two flood gates within the project limits.

### CONDUCT OF WORK

#### General

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 during daylight hours without traffic. Freight trains do not normally operate on weekends. The SBVR reserves the right to run at any time should an emergency situation develop. An excursion train operated by an outside party begins its season in May. It typically operates on Saturdays and holidays. The contractor must have the track available and safe for train operations at the end of each work day.

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

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

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

The contractor is responsible for repair of any damage done to grade crossing signal systems. Repairs must be done that same day.

The contractor is responsible for clean-up of the work site. All debris and refuse will be removed from SBVR property and disposed of properly.

Materials and equipment can be stored at Vanderlip (MP 16.9), Sector (MP 25.7), Moorefield (MP 38.5) and Durgon (MP 46.3). Each location has vehicular access and a track to store on-track equipment.

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

#### Surfacing, Alinement and Ballast Regulation

The contractor will use a Jackson 6700, Mark IV or equivalent to give the entire track a "skin lift" and establish best fit for curves including appropriate spirals. Surfacing will taper into bridges and public grade crossings. Private crossings will be raised and replaced. Two insertions will be made for each tie. Track lifts will be made in increments of 2" or less.

SBVR will provide information regarding the amount of superelevation to be placed in curves. 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. A ballast regulator will follow the tamper to regulate ballast and reshape shoulders. Minimum ballast shoulder with jointed rail is six inches. Minimum ballast shoulder with welded rail is 12 inches. Cribs must be full with no ballast on top of ties.

SBVR will provide any ballast that may be required.

#### COMPLETION DATE

The completion date for this project is June 18, 2010. The cost to the SBVR for the administration of the contract as well as train delays that will be incurred after that date make it necessary for the agency to assess liquidated damages against the contractor for each calendar day any work remains uncompleted after that date. The charge will be \$500.00 per day.

### BID REQUIREMENTS

Interested bidders must attend a mandatory prebid meeting to be held on February 23, 2010 at 10:00 am at the SBVR office in Moorefield. This meeting will include an inspection trip of the track to be surfaced. Bidders must provide their own hi-rail equipment or make arrangements with other potential vendors to ride with them if they are interested in visiting the work area. Questions prior to the prebid inspection must be submitted in writing and will be addressed at the meeting. Please e-mail any questions to Frank Whittaker at [Frank.m.whittaker@wv.gov](mailto:Frank.m.whittaker@wv.gov). ALL questions prior to the prebid inspection and all questions after the prebid inspection are to go to Frank Whittaker at the Purchasing Division. Other than questions addressed the day of the prebid meeting, contractors are not to contact the State Rail Authority directly.

The contractor must have previous experience with railroad track maintenance including surfacing of welded rail.

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



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
RMA10017

PAGE
1

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

RFQ COPY

TYPE NAME/ADDRESS HERE

BALFOUR BEATTY RAIL INC  
1600 Rte 136  
WASHINGTON, PA 15301

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
02/19/2010				

BID OPENING DATE:

04/01/2010

BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
***** ADDENDUM NO. 1 *****						
THIS ADDENDUM IS ISSUED CHANGE THE MANDATORY PRE-BID MEETING DATE, DEADLINE FOR TECHNICAL QUESTIONS, AND BID OPENING DATE.						
MANDATORY PRE-BID MEETING CHANGED TO: 03/16/10 @ 10:00						
DEADLINE FOR TECHNICAL QUESTIONS: 03/18/10 @ 4:00 PM						
BID OPENING CHANGED TO: 04/01/10 AT 1:30 PM						
0001	1	LS	968-55	TRACK SURFACING FOR SOUTH BRANCH VALLEY RAILROAD	\$ 141,947.00	\$ 141,947.00

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>W. Williams</i>	TELEPHONE 724-227-7636	DATE 4/6/10
TITLE REGIONAL MANAGER	FEIN 39-1611003	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

# Request for Quotation

RFQ NUMBER
RMA10017

PAGE
1

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

VENDOR

Balfour Beatty RAIL  
12276 San Jose Blvd 1600 Rte 136  
Jacksonville FL 32223 WASHINGTON, PA  
15701

SHIP TO

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
03/25/2010				
BID OPENING DATE: 04/07/2010		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
***** ADDENDUM NO. 2 *****						
THIS ADDENDUM IS ISSUED TO PROVIDE THE ATTACHED MANDATORY PRE-BID SIGN IN SHEET, RESPONSE TO TECHNICAL QUESTIONS, 14 PROJECT DRAWINGS AND TO CHANGE THE BID OPENING DATE AND TIME.						
BID OPENING CHANGED TO: 04/07/2010 AT 1:30 PM						
0001	1	LS	968-55	TRACK SURFACING FOR SOUTH BRANCH VALLEY RAILROAD	\$ 141,947.00	\$ 141,947.00
***** THIS IS THE END OF RFQ RMA10017 ***** TOTAL:						\$ 141,947.00

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Dr. L. Williams</i>	TELEPHONE 724-228-7636	DATE 4/6/10
TITLE REGIONAL MANAGER	FEIN 39-1611003	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)

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  15. **LICENSING:** Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, and the West Virginia Insurance Commission. The vendor must provide all necessary releases to obtain information to enable the director or spending unit to verify that the vendor is licensed and in good standing with the above entities.
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#### Addendum #2 RMA10017 – SBVR Surfacing

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

Project Limits: The limits have been shortened. They are now MP 22 to MP 47.

Railroad Protective Insurance: Not required

Private Grade Crossings: Contractor will remove the crossings, tamp the track and reinstall the crossing with the existing material. If any material is required, the SBVR will supply it and the contractor will install it. Contractor will also dispose of the old timbers.

Wooden Cattle Guards: Contractor will remove and reinstall the wooden cattle guards.

Ballast: SBVR will have ballast placed ahead of the contractor. **Contractor will regulate ballast before and after tamping. This is changed from the statement at the pre-bid.**

Tamping: The maximum raise will be two inches. Emphasis will be placed on raising low joints and other low spots in the track so as to restore a smooth surface to the track. The contractor will make as many passes as necessary to achieve the required result. Any locations requiring greater than 2" lift will be marked for the SBVR to finish. As stated in the RFQ, tamping will continue for a distance of at least 100 feet onto the side track to ensure uniform surface through the turnout. The contractor is responsible to fix any raised spikes or high ties. The SBVR will be responsible to fix any broken rails on the 85 # light weight rail section.

Alinement: The contractor will remove line deviations from tangents and restore best fit to curves and spirals.

MP 40: There is a line defect in the tangent approaching the US 220 (Southern States) crossing from the north. The SBVR will survey and mark the line corrections necessary to put this tangent in line with the road crossing from the last curve north of the crossing to the first curve south of the crossing. It will be necessary to remove a short piece in both rails just north of the crossing, adjust and reweld the rail. This section of track has 133RE rail.

Radios: The contractor will not be required to supply radios to communicate with the railroad. As stated in the RFQ, an SBVR employee will obtain the necessary work authorities and provide radio communication.

Welded vs. Jointed Rail: There are 9.1 miles of welded rail and 15.9 miles of jointed rail.

CWR: MP 22.0 – 23.4, MP 31.6 – 32.0, MP 34.3 – 38.3, MP 38.9 – 40.8, MP 41.3 – 42.7

Jointed: MP 23.4 – 31.6, MP 32.0 – 34.3, MP 38.3 – 38.9, MP 40.8 – 41.3, MP 42.7 – 47.0

Bolt Tightening: The SBVR will do any bolt tightening required after the surfacing.

Track Charts: A copy of track charts for this portion of the railroad is provided. The location of turnouts, bridges, public crossings and private crossings are shown on these charts.

Bridges: All bridges are open deck.

Flood Gates: SBVR employees will operate the flood gates as necessary to ensure they swing properly after track is surfaced.

Excursion Train: The excursion train will be operating one round trip between Romney and Moorefield each Saturday beginning on May 22, 2010. It will also be operating between Romney and Petersburg on June 23 – 27.

FRA Track Class: Track is maintained to FRA Class II between MP 22 and MP 42. Track between MP 42 and MP 47 is maintained to FRA Class I.

Superelevation: This will be ½" in all curves.

Flagmen: There will no flagmen required since SBVR will be providing protection for work crews.

Rail Anchors: All of the track in this project has rail anchors applied.

Debris in Trough: The SBVR will remove the majority of the rocks that have fallen on the rail in the "trough" before the contractor begins.

Work Window: The main track will be clear of traffic by 9:00 am. The contractor will have the rest of the day to work. Unit trains do not arrive on a schedule and cannot be delayed during their time on the SBVR. The contractor should expect that work will be interrupted on six days during the project due to unit trains. The SBVR will provide as much notice as possible to the contractor concerning unit trains.

Debris Removal: The contractor is only responsible for removal and disposal of debris and refuse that it generates as a result of this project.

Page 1 of 1

Pre-Bid Conference  
**SIGN IN SHEET**  
 [Please Print]

Request for Proposal No.: RMA10017 Date: 3-16-2010

Firm & Representative Name	Mailing Address	Telephone & FAX Numbers
1. <u>KEVIN KENNEDY</u> <u>RAILWORKS</u>	<u>1550 N. BAILEY RD.</u> <u>NORTH JACKSON, OH 44451</u>	T: <u>330-538-2261</u> F: <u>330-538-2223</u>
2. <u>WARREN GREEN</u> <u>ACME CONSTRUCTION</u>	<u>7695 BOND ST.</u> <u>CLEVELAND OH 44139</u>	T: <u>440-232-7474</u> F: <u>440-232-7477</u>
3. <u>DANIEL RICH</u> <u>ACME CONSTRUCTION</u>	<u>7695 BOND ST.</u> <u>CLEVELAND OH, 44139</u>	T: <u>(440) 232-7474</u> F: <u>(440) 232-7477</u>
4. <u>JAMES KEYS SR.</u> <u>ATLAS R.R. CONST.</u>	<u>1253 ST. RTE. 519</u> <u>Eighty-Four, Pa 15330</u>	T: <u>724-228-4500</u> F: <u>724-228-3183</u>
5. <u>Mark Meyer</u> <u>Balfour Beatty</u>	<u>12276 Saw Jose Blvd</u> <u>Jacksonville, FL 32223</u>	T: <u>917-964-7200</u> F: <u>904-378-7298</u>
6. <u>Ben Swape</u> <u>Fritz-Rumer-Cooke Co.</u>	<u>PoBox 07884</u> <u>Columbus OH 43207</u>	T: <u>614-444-8844</u> F: <u>614-444-7224</u>
7. <u>Robert Wyman</u> <u>Frank Tartaglia LLC</u> <u>services</u>	<u>5867 E. Mallow Rd</u> <u>Syracuse NY 13211</u>	T: <u>315-455-0100</u> F: <u>315-455-6008</u>
8. <u>KEVIN P. BELTRAMO</u> <u>ARMOND CASSIL</u>	<u>6403 RUNKE STREET</u> <u>WARREN, MI. 48091</u>	T: <u>586-754-4200</u> F: <u>586-754-4408</u>
9. <u>Greg Kimble</u> <u>C + G Surfacing</u> <u>Agall@cgssurfacing.com</u>	<u>618 Union St.</u> <u>West Springfield, MA 01089</u>	T: <u>413-733-9860</u> F: <u>413-733-9861</u>
10. <u>Charles Cunningham</u> <u>GW Peoples Const.</u>	<u>1024 Suit 5<sup>th</sup> Fl 21519</u> <u>Eighty Four PA 15330</u>	T: <u>724-344-2624</u> F: <u>724-223-6961</u>

Please print or write legibly. The fax number is essential to contact the attendees in a timely manner.

Page 2 of 2

Pre-Bid Conference  
**SIGN IN SHEET**  
 [Please Print]

Request for Proposal No : RMA10017 Date: 3-16-2010

<u>Firm &amp; Representative Name</u>	<u>Mailing Address</u>	<u>Telephone &amp; FAX Numbers</u>
1. <u>GEORGE ANDERSON</u> <u>AMTRAC RE OF MD</u>	<u>9436 EARLY DR.</u> <u>HAGERSTOWN, MD 21740</u>	T: <u>301-797-3730</u> F: <u>301-797-3740</u>
2. <u>Dave Luvang</u> <u>Railroad Constructors Inc</u>	<u>705 Mantua Ave.</u> <u>PAULSBORO, N.J. 08066</u>	T: <u>856-423-9385</u> F: <u>" " -9389</u>
3. _____	_____	T: _____ F: _____
4. _____	_____	T: _____ F: _____
5. _____	_____	T: _____ F: _____
6. _____	_____	T: _____ F: _____
7. _____	_____	T: _____ F: _____
8. _____	_____	T: _____ F: _____
9. _____	_____	T: _____ F: _____
10. _____	_____	T: _____ F: _____

Please print or write legibly. The fax number is essential to contact the attendees in a timely manner.

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Balfour Beatty Rail, Inc.  
of Jacksonville, Florida, as Principal, and Travelers Casualty and Surety  
Company of America of Hartford, Connecticut, a corporation organized and existing under the laws of the State of  
Connecticut with its principal office in the City of Hartford, as Surety, are held and firmly bound unto the State  
of West Virginia, as Obligee, in the penal sum of \* See Below (\$ 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.  
\*Five Percent of Amount Bid

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  
Track Surfacing for South Branch Valley Railroad

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.

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

1st day of April, 20 10.

Principal Corporate Seal

Balfour Beatty Rail, Inc.

(Name of Principal)

By M. Snailham

(Must be President or  
Vice President)

MARK SNAILHAM, VICE PRESIDENT  
(Title)

Surety Corporate Seal

Travelers Casualty and Surety Company of America  
(Name of Surety)

Rebecca E. Howard Attorney-in-Fact

WV Non-Resident License No. 495268

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



## POWER OF ATTORNEY

Farmington Casualty Company  
 Fidelity and Guaranty Insurance Company  
 Fidelity and Guaranty Insurance Underwriters, Inc.  
 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. 221219

Certificate No. 003475216

**KNOW ALL MEN BY THESE PRESENTS:** 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

William G. Moody III, Patty L. Mills, Normandy Sutton, and Rebecca E. Howard

of the City of Atlanta, State of Georgia, 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 14th day of May 2009

Farmington Casualty Company  
 Fidelity and Guaranty Insurance Company  
 Fidelity and Guaranty Insurance Underwriters, Inc.  
 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  
 George W. Thompson Senior Vice President

On this the 14th day of May, 2009, 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., 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



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

STATE OF PENNSYLVANIA

COUNTY OF WASHINGTON, TO-WIT:

I, LEE WILLIAMS, after being first duly sworn, depose and state as follows:

1. I am an employee of BALFOUR BEATTY RAIL INC; and,  
 (Company Name)

2. I do hereby attest that BALFOUR BEATTY RAIL 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.

BALFOUR BEATTY RAIL INC  
 (Company Name)

By: A. Lee Williams

Title: REGIONAL MANAGER

Date: 4/6/10

Taken, subscribed and sworn to before me this 5th day of APRIL 2010

By Commission expires August 8, 2011

(Seal) **NOTARIAL SEAL**  
**ELAINE M DZIMIERA**  
**Notary Public**  
**SOUTH STRABANE TWP, WASHINGTON COUNTY**  
**My Commission Expires Aug 8, 2011**

Elaine M. Dzimiera  
 (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.**



RFQ No. RMA 10017STATE OF WEST VIRGINIA  
Purchasing Division**PURCHASING AFFIDAVIT**

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

**DEFINITIONS:**

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Debtor" means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions. "Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities. "Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or 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.

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

**WITNESS THE FOLLOWING SIGNATURE**Vendor's Name: BALFOUR BEATTY RAIL INCAuthorized Signature: [Signature] Date: 4/6/10State of PACounty of WASHINGTON, to-wit:Taken, subscribed, and sworn to before me this 5<sup>th</sup> day of April, 2010My Commission expires August 8, 2011

AFFIX SEAL HERE

NOTARY PUBLIC

[Signature]