



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

**Request for
 Quotation**

RFC NUMBER
 RMA10031

PAGE
 1

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

VENDOR

Amtrac RR Contractors of MD
 Jay Fanal
 9436 Earley Drive
 Hagerstown, MD 21740

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
08/04/2010				

BID OPENING DATE: 08/17/2010 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
				ADDENDUM NO. 5		
				THIS ADDENDUM IS ISSUED TO:		
				1.) ANSWER ALL TECHNICAL QUESTIONS SUBMITTED IN ACCORDANCE WITH THE PROVISIONS OF RFQ RMA10031,		
				2.) PROVIDE ADDITIONAL DRAWINGS PER ATTACHMENT A,		
				3.) PROVIDE ADDITIONAL SPECIFICATIONS PER ATTACHMENT B, AND		
				4.) PROVIDE A COPY OF THE MANDATORY PRE-BID ATTENDEE LIST.		
				BID OPENING DATE REMAINS: 08/17/2010		
				BID OPENING TIME REMAINS: 1:30 PM		
				***** END ADDENDUM NO. 5 *****		
0001	1	LS		570-48	\$386,546.00	\$386,546.00
				RAIL REPLACEMENT		

RECEIVED
 AUG 17 10:11
 PURCHASING DIVISION
 STATE OF WV

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
<i>[Signature]</i>	301-797-3730	August 16, 2010
TITLE	FEN	ADDRESS CHANGES TO BE NOTED ABOVE
Vice President	351649116	

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

Line Item	Description	Unit Cost	Unit of Measure	Quantity	Extended Cost
	Rail Replcement				
1	Rail Replacement w-131/132 RE welded	\$ 63.00	per track foot	2,718	\$ 171,234.00
2	Rail Replacement w- 105 DY jointed	\$ 42.00	per track foot	3,936	\$ 165,312.00
	Turnout Replacement				
3	Replacement of #8 turnout	\$24,000.00	per turnout	1	\$ 24,000.00
4	Replacement of #10 turnout	\$26,000.00	per turnout	1	\$ 26,000.00
			TOTAL BID		\$ 386,546.00

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.



Joe Manchin III
Governor

West Virginia Department of Transportation
State Rail Authority
120 Water Plant Drive, Moorefield, West Virginia 26836
304-538-2305 TDD 800-742-6991 Fax 304-538-7474
E-mail: John.J.Philbrick@wv.gov

To: All Attendees of the July 8, 2010 Prebid Meeting for the Replacement of Rail on the South Branch Valley Railroad

From: John Philbrick, Superintendent

Date: July 19, 2010

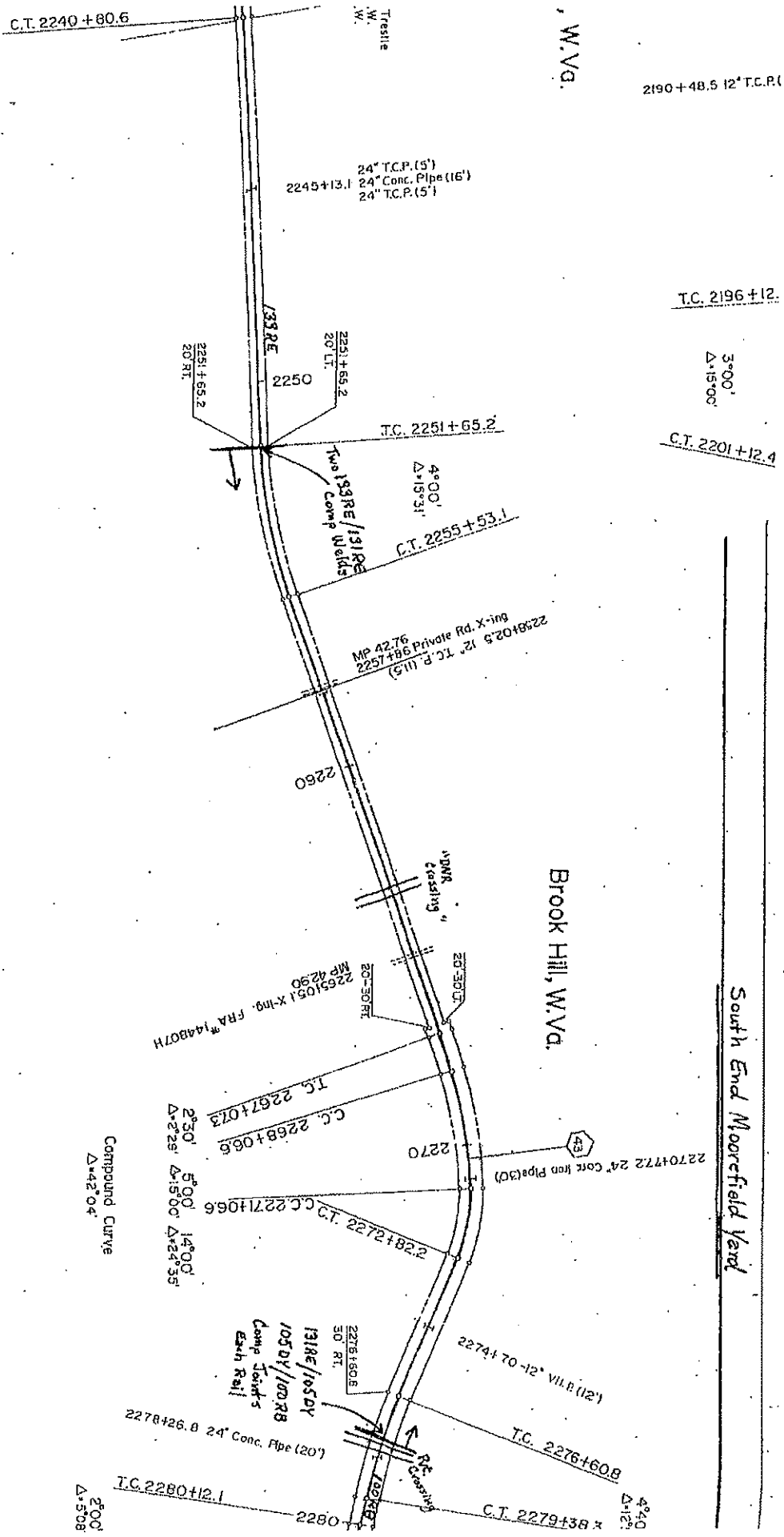
RE: Addendum #4 to RFQ #RMA10031 -- Rail Replacement on SBVR

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

1. Track Charts: Project locations and other information are provided on the attached track charts (Attachment A).
2. Tie Spacing: Average tie spacing shall be 20" for estimating tie plates, tie plugs, spikes and rail anchors.
3. Length of Rails: Average length of rails shall be 33' for estimating joint bars, bolts, washers and welds.
4. Tie Plates: Minimum six square holes per plate
5. Joint Bars: For 105DY, six holes per bar
6. Compromise Joint Bars: 105DY/85AS – four pairs
105DY/90AS – two pairs
105DY/100AS – two pairs
105DY/100RB – two pairs
131RE/105DY – two pairs
7. Compromise Welds: 133RE/131RE – two
8. Track Bolts: New standard heat-treated carbon steel track bolts and nuts shall conform to the type and weight of track material being used. Spring washers of the appropriate size shall be used on each bolt.
9. Rail Anchors: These shall be the proper size for the rail to which they are applied.

RMA 10031 – SBVR Rail Replacement
Page 2 of 2

10. Replacement Rail: Contractor will move rail from current locations to project site.
11. Old Rail and OTM: Contractor will stack rail by size at designated location in Moorefield shop/office area. All OTM removed during the project will be placed in piles at the Moorefield shop/office area.
12. Work Train: SBVR can provide a work train consisting of one locomotive with engineer and two flat cars for \$125.00 per hour.
13. Welded Rail: The 131/132RE rail installed at the south end of Moorefield Yard will be welded and installed in accordance with AREMA specifications and the SBVR CWR Program (Attachment B). Rails will have bolt holes removed by cutting the rail ends with a rail saw. Rails will be welded straight and then placed in curves. The quality of all welds shall be checked by the contractor using magnetic particle or ultrasound inspection in accordance with AREMA specifications. Test results are to be provided to the SBVR. The south end of this section shall comp down from 131RE to 105DY to 100RB.
14. Spiking Pattern: Welded Rail – see SBVR CWR Program (Rail Fasteners)
Jointed Rail – see Attachment C
15. Anchor Pattern: Welded rail – see SBVR CWR Program (Rail Fasteners)
Jointed rail – box anchor every fourth tie
Turnouts – box anchor every tie possible on main line and turnout side
16. Extra Materials: Any weld kits, joint bars, bolts, washers, spikes and rail anchors left over at the end of the job will become property of the SBVR.
17. Sales Tax: All materials provided by the contractor are subject to all applicable sales taxes.
18. Completion Date: June 30, 2011
19. Sign-In Sheets: Attachment D



Attachment A - Page 1 of 2

South End Moorefield Yard

Brook Hill, W.Va.

2190+48.5 12' T.C.R.

T.C. 2196+12.

3°00'
Δ=15°00'

C.T. 2201+12.4

C.T. 2240+60.6

Trestle
W.V.

W.Va.

24" T.C.P. (5')
24" Conc. Pipe (16')
24" T.C.P. (5')

2251+65.2
20' LT.

2250

T.C. 2251+65.2

Two 133RE/131RE
Comp Welds

4°00'
Δ=15°31'

C.T. 2255+53.1

MP 42.76
2257+86 Private Rd. X-ing

2260

DNR
Crossing

2269+051 X-ing. FRA #144807H

T.C. 2267+073

C.C. 2268+066

Compound Curve
Δ=42°04'

2°30'
Δ=2°22'

5°00'
Δ=15°00'

14°00'
Δ=22°55'

2270

2270+1772 24" Corc. Irb Pipe (30')

C.C. 2271+066

T.C. 2272+82.2

2275+50.8
50' RT.
131RE/105DY
Comp Joints
Each Rail

2274+70-12° VILB (12')

T.C. 2276+60.8

2278+26.8 24" Conc. Pipe (20')

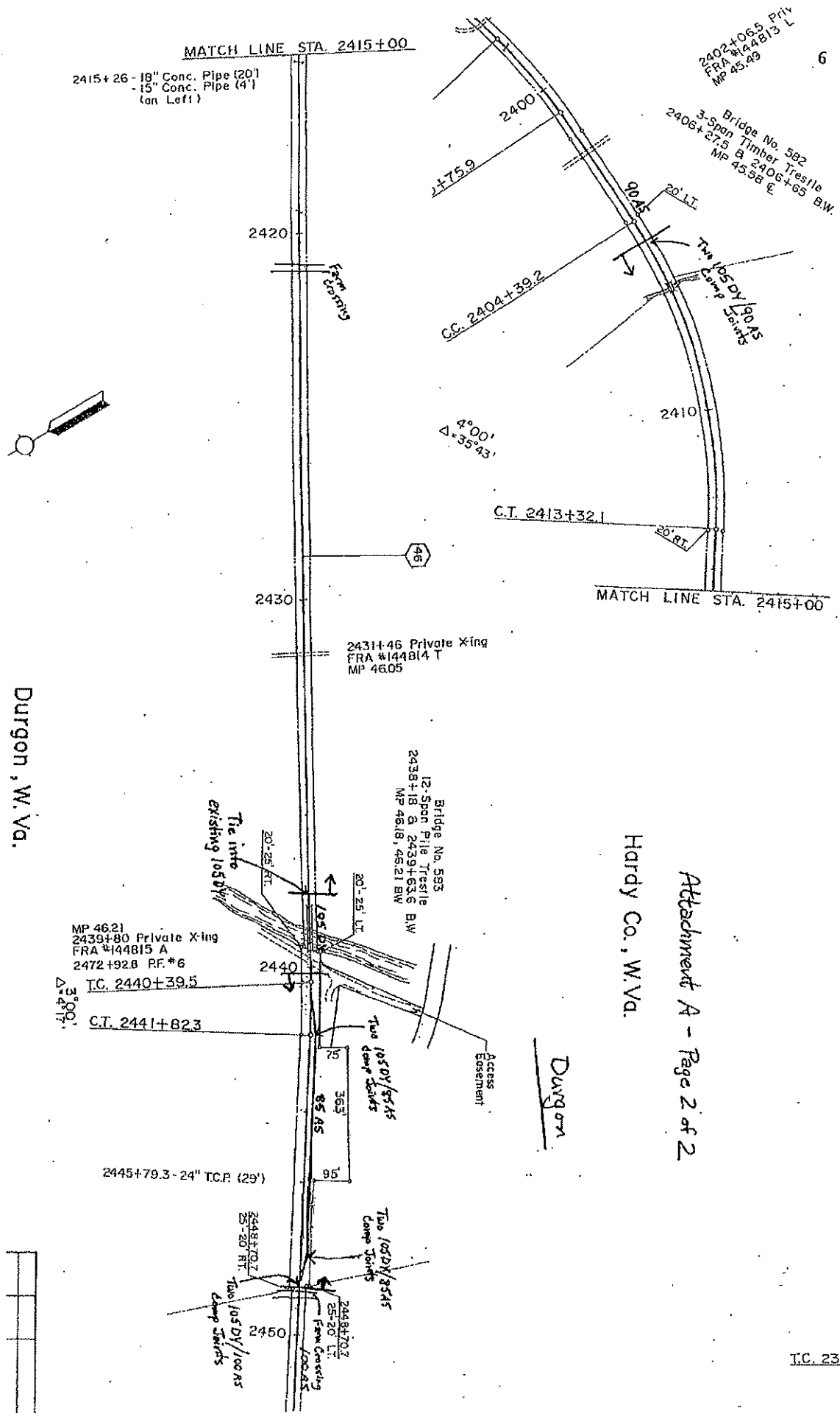
T.C. 2280+12.1

2°00'
Δ=5°08'

2280

C.T. 2279+38

4°40'
Δ=12'



2415+26 - 18" Conc. Pipe (20')
 - 15" Conc. Pipe (4')
 (on Left)

2402+065 Priv
 FRA #44813 L
 MP 45.49

Bridge No. 582
 3-Span Timber Trestle
 2406+27.5 B 2406+65 BW
 MP 45.58 E

2431+46 Private X-ing
 FRA #144814 T
 MP 46.05

Bridge No. 583
 12-Span Pile Trestle
 2439+18 B 2439+63.6 BW
 MP 46.18, 46.21 BW

MP 46.21
 2439+80 Private X-ing
 FRA #144815 A
 2472+92.8 RF #6

I.C. 2440+39.5
 Δ=3°00'
 Δ=4°17'

C.T. 2441+82.3

2445+79.3 - 24" T.C.P. (29')

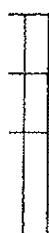
Hardy Co., W. Va.

Attachment A - Page 2 of 2

Durgon

I.C. 2392

Durgon, W. Va.



CONTINUOUS WELDED RAIL

1. INSTALLATION

A. RAIL

1. If tie renewal and track surfacing are to be undertaken in conjunction with the laying of continuous welded rail, the tie and surfacing work must precede the rail laying.
2. A full ballast section is required where continuous welded rail is to be installed. Tie cribs must be full to within 1 inch of the top of tie and extend at that elevation at least 6 inches from the end of tie to the edge of slope on tangent track and on the inside of curves, and 12 inches from the end of tie to the edge of slope on the outside of curves. Ballast slope should not be less than 2 to 1.
3. Continuous welded rail must be installed at a temperature to minimize track buckling in the summer due to high compressive forces in the rail and rail pull-aparts in the winter when the rail is in tension. The rail, at the time rail anchors are applied, must be in neither compression nor tension and is referred to as being in a stress-free state and at a temperature referred to as the rail neutral temperature. (See Section 1.A.4)
4. Continuous welded rail should be installed at a temperature not less than 90 degrees nor more than 100 degrees Fahrenheit. Rail temperature will be measured with at least two rail thermometers placed on the web of the rail on the shaded side. Rail thermometers must be checked on a regular basis by placing two thermometers adjacent to each other. If the readings vary by more than 5 degrees, a third thermometer must be used to determine which of the two is accurate. Inaccurate rail thermometers must be replaced.
5. When rail heaters, or equivalent, are not available, and it becomes necessary to install and anchor rail at a temperature less than 90 degrees, a report must be made to the Superintendent indicating the location of the installed rail and the installation temperature. This location must be identified for rail temperature adjustment before a target temperature arrives.
6. CWR installation should be avoided, if possible, during periods of very low ambient temperature. However, if rail must be installed without rail heaters, or equivalent, a report of the location and the installation temperature must be made to the Superintendent.

B. RAIL FASTENERS

1. Two rail holding spikes will be driven in each tie plate on tangent and curves less than 2 degrees. Three rail holding spikes and one hold-down spike on the field side shall be driven in each tie plate on curves of 2 degrees and less than 6 degrees. For curves of 6 degrees or more, three rail holding spikes and two hold-down spikes shall be driven in each tie plate.
2. On all welded rail, 200 feet must be box anchored on each side of bolted joints, rail to rail crossings, highway crossings at grade, and open deck bridges. In addition, 200 feet will be box anchored ahead of the point of switch and behind the heel of the frog on the main track and on the turnout side if the siding has continuous welded rail. At all other locations, every other tie will be box anchored. Box anchored means the application of four rail anchors in such a manner that an anchor is bearing against each side of the tie on each rail.
3. When anchors are applied, care must be taken to ensure that anchors have full bearing against the tie and that the anchors are not over driven. When an anchor is applied to the rail, there must be an anchor applied to the opposite rail with bearing on the same side of the tie.
4. At locations where continuous welded rail joins bolted jointed rail, the welded rail must be box anchored on every tie for 200 feet from the end of the bolted rail. The number of anchors applied to the bolted rail will be uniformly decreased over a distance of eight rail lengths from the box anchored pattern at the joining point to the existing anchor pattern of the bolted rail.
5. Turnouts in areas where continuous welded has been laid will be box anchored on every tie on both the main line and turnout side where it is possible to install the anchors. This pattern is to be applied to both welded and bolted turnouts.
6. Continuous welded rail on ballast deck bridges will be anchored with the same pattern as the rail adjacent to the bridge. On open-deck timber bridges, anchors will be applied to all ties fastened to the stringers. On open-deck steel bridges, anchors shall be applied as directed by Superintendent.
7. At the completion of rail installation, with all rail fasteners in place, the date and rail installation temperature will be marked with paint on both sides of the rail web at the end of the rail as delivered to the railroad.

II. ADJUSTING NEUTRAL TEMPERATURE

A. TRACK CONDITIONS REQUIRING ADJUSTMENT

1. Where CWR has been installed at a temperature lower than the minimum allowable temperature range, the Superintendent should have been notified as required in Section I.A.5 and I.A.6 and the rail scheduled for temperature adjustment. It is important to complete any temperature adjustments before the onset of a target temperature. Any rail not installed and anchored at a temperature of at least 90 degrees should be scheduled for adjustment.
2. The neutral temperature of the rail can only change if the rail moves or if a rail repair improperly performed. Rail installed in track can move when subjected to temperature changes or train movements. As these forces are applied to track, rail movement occurs through anchors wearing into the ties, ties moving in the ballast, or rail moving through the anchors or clips.
3. Rail movement can also occur in areas where trains routinely apply brakes. These areas include signal locations, descending grades, permanent speed restrictions, approaching yards, or similar locations on the railroad. At some locations, such as road crossings and turnouts, rail is more resistant to longitudinal creep than in open track. Rail with high longitudinal forces is often found at these locations.
4. Curved track has a tendency to move laterally when subjected to temperature changes. In cold weather, rail will contract and pull toward the inside of a curve. This is more pronounced where there is insufficient ballast on the low side of the curve. When this occurs, the curve will have a lower neutral temperature and therefore will develop high compressive forces when the rail temperature increases.
5. Many maintenance activities can affect the neutral temperature of the rail. When rail defects are repaired, care must be exercised to be sure that the length of rail installed is the same as the rail removed. Also, any work that significantly disturbs the ballast, such as surfacing, tie renewal, and undercutting, can allow the track to shift in response to traffic and temperature changes until the ballast section is again stabilized.

B. PROCEDURES FOR ADJUSTING NEUTRAL TEMPERATURE

1. Rail should not be cut more often than absolutely necessary. But de-stressing long distances per cut reduces the chances that reasonably uniform neutral temperature will be achieved. Rail cannot be easily adjusted on track that is overfilled with ballast, track that is uneven in surface or alignment, or on curved track, and attempting to de-stress rail under these conditions should be avoided.
2. The length of rail to be adjusted should be no less than 390 feet nor more than 1170 feet depending on the condition to be remedied. Where a repair rail was installed in cool weather, the amount of rail to be de-stressed is likely to be relatively short, and a distance of 390 feet should be used. Where longer lengths of CWR are to be de-stressed, working in 1170 foot segments would be appropriate.
3. The rail should be cut in the middle of the length of rail to be de-stressed. Prior to cutting the rail, make two marks on the base of the rail with paint marker approximately 3 feet each side of the location where the cut will be made. Measure and record the distance between the two marks before the rail is cut so the total length adjustment can be measured after the de-stress operation is completed. If the rail temperature is less than the existing neutral temperature, the rail will be in tension and a rail saw may be used to cut the rail. If the rail temperature is higher than the existing neutral temperature, the rail will be in compression and will have to be torch cut. If a torch is used in Class III or higher territory, the rail ends must be cut again with a rail saw unless a weld is made within one hour.
4. After the rail is cut, remove the anchors from the rail over the entire length of rail to be de-stressed. If the rail was in compression, the rail ends will have to be offset so the rail is free to expand. The frictional resistance on the base of the rail should be relieved by vibrating the rail or tapping the tie plates. Avoid striking the rail during the process.
5. After the stress in the rail has been relieved, measure the rail temperature with a rail thermometer. Table 1 (below) gives the length of rail adjustment required for various lengths of rail being adjusted and temperature differentials.

TABLE 1

Temp Difference Degree F	390 ft. 10 Rail Lengths	585 ft. 15 Rail Lengths	780 ft. 20 Rail Lengths	975 ft. 25 Rail Lengths	1170 ft. 30 Rail Lengths
5 degrees	1/4 Inch	1/4 Inch	1/4 Inch	1/4 Inch	1/2 Inch
10 degrees	1/4 Inch	1/2 Inch	1/2 Inch	3/4 Inch	1 Inch
15 degrees	1/2 Inch	3/4 Inch	1 Inch	1-1/4 Inch	1-1/4 Inch
20 degrees	1/2 Inch	1 Inch	1-1/4 Inch	1-1/2 Inch	1-3/4 Inches
25 degrees	3/4 Inch	1-1/4 Inch	1-1/2 Inch	1-3/4 Inches	2-1/4 inches
30 degrees	1 Inch	1-1/4 Inch	1-3/4 Inches	2-1/4 Inches	2-3/4 Inches
35 degrees	1 Inch	1-1/2 Inch	2-1/4 Inches	2-3/4 Inches	3-1/4 Inches
40 degrees	1-1/4 Inch	1-3/4 Inch	2-1/2 Inches	3 Inches	3-1/2 Inches
45 degrees	1-1/2 Inch	2 Inches	2-3/4 Inches	3-1/4 Inches	4 Inches
50 degrees	1-1/2 Inch	2-1/4 Inches	3 Inches	3-3/4 Inches	4-1/2 Inches
55 degrees	1-3/4 Inch	2-1/2 Inches	3-1/4 Inches	4-1/4 Inches	5 Inches
60 degrees	1-3/4 Inch	2-3/4 Inches	3-1/2 Inches	4-1/2 Inches	5-1/2 Inches

For example: If the rail temperature was 70 degrees the temperature differential, for a desired neutral temperature of 95 degrees, would be 25 degrees. If the unrestrained rail length was 1170 feet, the amount of rail length adjustment would be found in the table at the intersection of the 25 degrees differential row and the column heading of 1170 ft. In this example, the rail end gap should be 2-1/4 inches. If the rail was saw cut originally, it must be cut again so that the overall rail end gap is 2-1/4 inches. If the rail was originally torch cut in Class II or higher track, the rail must have a minimum 3/8 inch saw cut off the end of each rail so that the overall rail-end gap is 2-1/4 inches. If the rail is to be field welded, an additional 1 inch of rail must be removed to accommodate the 1 inch thermite weld.

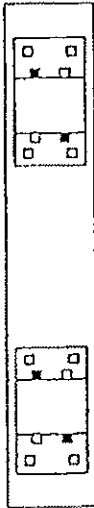
6. A rail expander can now be used to close the rail end gap for application of joint bars for a bolted joint, or for preparation of the field weld for a welded joint. As the rail expander applies tension to the rail, it is desirable to reduce friction at the rail and tieplate interface by using a rail vibrator or tapping the tie plates. When de-stressing long sections of rail, it is advisable to make match marks on the

base of the rail and tie plate at equal increments along the section of rail so that rail movement can be monitored to verify uniform expansion.

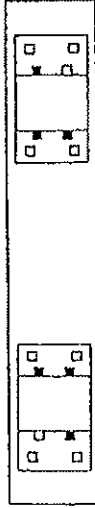
7. Reapply all rail anchors and other fastenings. Measure the instance between the pain marks made on the base of the rail and record the amount or rail removed on the report of rail neutral temperature adjustment. This report will also include the location of the rail and the date the rail was adjusted.
8. Adjust the neutral temperature in the opposite rail using the same procedures. Do not assume that the opposite rail will require the same amount of adjustment.
9. At the completion of rail temperature adjustment, the rail will be marked with paint on both sides of the rail web with the date work was accomplished, the adjusted neutral temperature, and the length of rail adjusted.

Attachment C

SPIKING PATTERN "A"



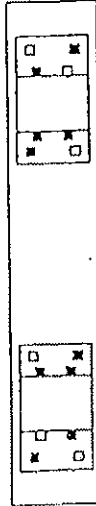
SPIKING PATTERN "B"



SPIKING PATTERN "C"



SPIKING PATTERN "D"



TRACK TYPE, TRACK ALIGNMENT, AND SPEED AUTHORIZED	SPIKES PER TIE PLATE	SPIKING PATTERN
MAIN TRACKS AND SIDINGS		
TANGENTS AND CURVES LESS THAN 2 DEGREE WITH SPEED UP TO 45 MPH	2	A
TANGENTS AND CURVES LESS THAN 2 DEGREE WITH SPEED GREATER THAN 45 MPH	3	B
CURVES 2 DEGREE AND OVER BUT LESS THAN 6 DEGREE	4	C
CURVES OVER 6 DEGREE	5	D
SIDE TRACKS - SPEEDS UP TO 25 MPH		
TANGENTS AND CURVES LESS THAN 6 DEGREE	2	A
CURVES 6 DEGREE AND OVER BUT LESS THAN 12 DEGREE	3	B
CURVES OVER 12 DEGREE	4	C
SIDE TRACKS - SPEEDS GREATER THAN 25 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

■ - TRACK SPIKE

MAIN TRACK - A TRACK, OTHER THAN AN AUXILIARY TRACK, EXTENDING THROUGH YARDS 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.

MAIN TRACK SPIKING PATTERNS
SIDE TRACK SPIKING PATTERNS

Pre-Bid Conference
SIGN IN SHEET

[Please Print]

Request for Proposal No.: RMA 10031 Date: 7/8/10
 Rail Replacement on SBVR

<u>Firm & Representative Name</u>	<u>Mailing Address</u>	<u>Telephone & FAX Numbers</u>
1. <u>John J. Fields</u> <u>Tartaglia</u>	<u>5867 E. Molloy Rd.</u> <u>Syracuse N.Y. 13211</u>	T: <u>(315) 455-0100</u> F: <u>(315) 455-6608</u>
2. <u>Josh Beckes</u> <u>Antrac of Ohio</u>	<u>11842 Lincoln Way East,</u> <u>Occville, OH, 11842</u>	T: <u>330-936-6120</u> F: <u>330-683-3243</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>BARY Nelson</u> <u>Aeme Construction</u>	<u>7695 Bond St.</u> <u>Cleveland, Oh 44139</u>	T: <u>(440) 232-7474</u> F: <u>(440) 232-7477</u>
5. <u>Ben Swope</u> <u>Fritz-Rumer-coke.com</u>	<u>PO Box 07884, 635 E. Woodrow Ave</u> <u>Columbus OH 43207</u>	T: <u>614-444-8844</u> F: <u>614-444-7224</u>
6. <u>JIM MOORE</u> <u>RRR WORKS</u>	<u>985 UNION HILL RD</u> <u>ALPHARETTA GA 30004</u>	T: <u>770 740 0284</u> F: <u>770 740 0384</u>
7. <u>Johnny Wharton</u> <u>U.W. Peoples Control</u>	<u>600 N. Bell Ave bld. 1</u> <u>Suite 210, Carnegie PA 15106</u>	T: <u>412-276-2342</u> F: <u>412-276-2325</u>
8. <u>SCOTT SEPESKY</u> <u>ATLAS RAILROAD CONST</u>	<u>1253 SR 519 EIGHTYFOUR PA</u> <u>15330</u>	T: <u>724-228-4500</u> F: <u>724-228-3183</u>
9. <u>JAY FANOL</u> <u>Antrac RR Contractors of MD</u>	<u>9436 Emley Drive</u> <u>Hagers town md 21746</u>	T: <u>301-797-3130</u> F: <u>301-797-3716</u>
<u>LEE WILLIAMS</u> <u>BANKER BEATTY RAIL</u>	<u>1600 Rte 136</u> <u>WASHINGTON, PA 15301</u>	T: <u>724-278-7636</u> F: <u>724-884-0025</u>

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

Pre-Bid Conference
SIGN IN SHEET

[Please Print]

Request for Proposal No.: RMA 10031 Date: 7/8/10
Rail Replacement on SBVA

Firm & Representative Name Mailing Address Telephone & FAX Numbers

1. Dave Luvara 705 Mantua Ave. T: 856-423-9385
Railroad Constructors Inc. Paulsboro, NJ 08066 F: 1 11 9389

2. Richard Hall 2870 Normandy Dr. T: 404-915-3124
American Railroad Atlanta, GA 30305 F: 770-393-0110

3. _____ _____ T: _____
_____ _____ F: _____

4. _____ _____ T: _____
_____ _____ F: _____

5. _____ _____ T: _____
_____ _____ F: _____

6. _____ _____ T: _____
_____ _____ F: _____

7. _____ _____ T: _____
_____ _____ F: _____

8. _____ _____ T: _____
_____ _____ F: _____

9. _____ _____ T: _____
_____ _____ F: _____

0. _____ _____ T: _____
_____ _____ F: _____

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



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
 RMA10031

PAGE
 1

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

VENDOR

*709023822 301-797-3730
 AMTRAC RAILROAD CONTRACTORS OF
 9436 EARLEY DRIVE
 HAGERSTOWN MD 21740-1737

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	FOB	FREIGHT TERMS
07/21/2010				

BID OPENING DATE: 08/17/2010 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
***** ADDENDUM NO. 4 *****						
THIS ADDENDUM IS ISSUED TO EXTEND THE BID OPENING DATE AND TIME.						
THE BID OPENING DATE AND TIME IS CHANGED TO: 08/17/2010 AT 1:30 PM						
THE TECHNICAL QUESTIONS AND ANSWERS WILL BE ISSUED IN A SUBSEQUENT ADDENDUM.						
***** END ADDENDUM NO. 4 *****						
0001	1	LS		570-48	\$386,546.00	\$386,546.00
RAIL REPLACEMENT						
***** THIS IS THE END OF RFQ RMA10031 ***** TOTAL:						\$386,546.00

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE  TELEPHONE 301-797-3730 DATE August 16, 2010

TITLE Vice President FEIN 351649116 ADDRESS CHANGES TO BE NOTED ABOVE

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



State of West Virginia
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 Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
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**Request for
 Quotation**

RFQ NUMBER
RMA10031

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1

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

VENDOR

*709023822 301-797-3730
 AMTRAC RAILROAD CONTRACTORS OF
 9436 EARLEY DRIVE
 HAGERSTOWN MD 21740-1737

VENDOR

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

DATE PRINTED 07/21/2010	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
BID OPENING DATE: 08/17/2010				BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	QTY NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
***** ADDENDUM NO. 4 *****						
THIS ADDENDUM IS ISSUED TO EXTEND THE BID OPENING DATE AND TIME.						
THE BID OPENING DATE AND TIME IS CHANGED TO: 08/17/2010 AT 1:30 PM						
THE TECHNICAL QUESTIONS AND ANSWERS WILL BE ISSUED IN A SUBSEQUENT ADDENDUM,						
***** END ADDENDUM NO. 4 *****						
0001	1	LS		570-48	\$386,546.00	\$386,546.00
RAIL REPLACEMENT						
***** THIS IS THE END OF RFQ RMA10031 ***** TOTAL:						\$386,546.00

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>[Signature]</i>	TELEPHONE 301-797-3730	DATE August 16, 2010
TITLE Vice President	FEIN 351649116	ADDRESS CHANGES TO BE NOTED ABOVE

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ADDRESS CORRESPONDENCE TO ATTENTION OF
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304-558-2316

ROCKY MOUNTAIN

*709023822 301-797-3730
 AMTRAC RAILROAD CONTRACTORS OF
 9436 EARLEY DRIVE
 HAGERSTOWN MD 21740-1737

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	FOB	FREIGHT TERMS
06/29/2010				

BID OPENING DATE: **07/27/2010** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEMNUMBER	UNIT PRICE	AMOUNT
***** ADDENDUM NO. 3 ***** THIS ADDENDUM IS ISSUED TO CLARIFY THE MANDATORY PRE-BID REQUIREMENTS. THE TRACK INSPECTION TRIP IS REQUIRED AS A PART OF THE MANDATORY PRE-BID. ALL BIDDERS MUST ATTEND THE HY-RAIL INSPECTION TRIP. EACH BIDDER MUST PROVIDE THEIR OWN HY-RAIL EQUIPMENT OR MAKE ARRANGEMENTS WITH OTHER POTENTIAL VENDORS. THE MANDATORY PRE-BID MEETING DATE AND TIME HAVE NOT CHANGED. ***** END ADDENDUM NO. 3 *****						
0001	1	LS		570-48.	\$386,546.00	\$386,546.00
				RAIL REPLACEMENT		

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Frank Whittaker</i>	TELEPHONE 301-797-3730	DATE August 16, 2010
TITLE Vice President	FERN 351649116	ADDRESS CHANGES TO BE NOTED ABOVE

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DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
06/28/2010				

BID OPENING DATE: **07/27/2010** BID OPENING TIME: **01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
***** ADDENDUM NO. 2 *****						
THIS ADDENDUM IS ISSUED TO CORRECT THE MANDATORY PRE-BID MEETING TIME.						
MANDATORY PRE-BID MEETING WILL BE CONDUCTED AT 10:00 AM ON JULY 8, 2010 AT THE SBVR OFFICE IN MOOREFIELD, WV.						
***** END ADDENDUM NO. 2 *****						
0001	1	LS		570-48	\$386,546.00	\$386,546.00
RAIL REPLACEMENT						
***** THIS IS THE END OF RFQ RMA10031 ***** TOTAL:						\$386,546.00

SIGNATURE <i>[Signature]</i>				TELEPHONE 301-797-3730		DATE August 16, 2010	
TITLE Vice President		FEIN 351649116		ADDRESS CHANGES TO BE NOTED ABOVE			

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 (DBA) SOUTH BRANCH VALLEY
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DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
06/23/2010				

BID OPENING DATE: **07/27/2010** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
***** ADDENDUM NO. 1 *****						
THIS ADDENDUM IS ISSUED TO CLARIFY THE DATE AND TIME FOR THE MANDATORY PRE-BID MEETING.						
MANDATORY PRE-BID MEETING: 07/08/10 AT 4:00 PM. AT THE SBVR OFFICE IN MOOREFIELD, WV.						
***** END ADDENDUM NO. 1 *****						
0001	1	LS		570-48	\$386,546.00	\$386,546.00
RAIL REPLACEMENT						
***** THIS IS THE END OF RFQ RMA10031 ***** TOTAL:						\$386,546.00

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE 	TELEPHONE 301-797-3730	DATE August 16, 2010
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DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
06/17/2010				

BID OPENING DATE: 07/27/2010 BID OPENING TIME: 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		570-48	\$386,546.00	\$386,546.00
<p>RAIL REPLACEMENT</p> <p>THE WEST VIRGINIA PURCHASING DIVISION, FOR THE AGENCY, THE WEST VIRGINIA STATE RAIL AUTHORITY, IS SOLICITING BIDS FOR RAIL REPLACEMENT ON THE SOUTH BRANCH VALLEY RAILROAD (SEVR) PER THE ATTACHED SPECIFICATIONS.</p> <p>MANDATORY PRE-BID</p> <p>A MANDATORY PRE-BID WILL BE HELD ON 7/8/10 AT 10:00 AM AT THE SEVR OFFICE IN MOOREFIELD, 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.</p> <p>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.</p> <p>ALL POTENTIAL BIDDERS ARE REQUESTED TO ARRIVE PRIOR TO</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
<i>[Signature]</i>	301-797-3730	August 16, 2010
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
Vice President	351649116	

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

PROPERTY

*709023822 301-797-3730
 AMTRAC RAILROAD CONTRACTORS OF
 9436 EARLEY DRIVE
 HAGERSTOWN MD 21740-1737

SHIP TO

WV STATE RAIL AUTHORITY
 (DBA) SOUTH BRANCH VALLEY
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BID OPENING DATE: 07/27/2010 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>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.</p> <p>ALL TECHNICAL QUESTIONS MUST BE SUBMITTED IN WRITING TO FRANK WHITTAKER IN THE PURCHASING DIVISION VIA EMAIL AT FRANK.M.WHITTAKER@WV.GOV OR VIA FAX AT 304-558-4115. DEADLINE FOR TECHNICAL QUESTIONS IS 7/13/10 AT 4:00 PM ALL TECHNICAL QUESTIONS WILL BE ADDRESSED BY ADDENDUM AFTER THE DEADLINE.</p> <p>EXHIBIT 5</p> <p>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.</p> <p>NOTICE TO PROCEED: THIS CONTRACT IS TO BE PERFORMED BY 10/31/10. UNLESS OTHERWISE SPECIFIED, THE FULLY EXECUTED PURCHASE ORDER WILL BE CONSIDERED NOTICE TO PROCEED.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
	301-797-3730	August 16, 2010
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Vice President	351649116	

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ADDRESS CORRESPONDENCE TO ATTENTION OF
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HARDY COUNTY

*709023822 301-797-3730
 AMTRAC RAILROAD CONTRACTORS OF
 9436 EARLEY DRIVE
 HAGERSTOWN MD 21740-1737

SHP 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	FOB	FREIGHT TERMS
06/17/2010				

BID OPENING DATE: 07/27/2010 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>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.</p> <p>WAGE RATES: THE CONTRACTOR OR SUBCONTRACTOR SHALL PAY THE HIGHER OF THE U.S. DEPARTMENT OF LABOR MINIMUM WAGE RATES AS ESTABLISHED FOR GRANT & HARDY COUNTY PURSUANT TO WEST VIRGINIA CODE 21-5A, ET, SEQ. (PREVAILING WAGE RATES APPLY TO THIS PROJECT)</p> <p>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.</p> <p>WORKERS' COMPENSATION: VENDOR IS REQUIRED TO PROVIDE A CERTIFICATE FROM WORKERS' COMPENSATION IF SUCCESSFUL.</p> <p>ALL OF THE ITEMS CHECKED BELOW WILL BE A REQUIREMENT OF THIS CONTRACT:</p> <p>(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.</p> <p>() 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.</p> <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</p>						

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SIGNATURE <i>[Signature]</i>	TELEPHONE 301-797-3730	DATE August 16, 2010
TITLE Vice President	FEIN 351649116	ADDRESS CHANGES TO BE NOTED ABOVE

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*709023822 301-797-3730
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DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
06/17/2010				

BID OPENING DATE: 07/27/2010 RTD OPENING TIME 01:30PM

LINE	QUANTITY	UQP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>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 BON 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 & 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 ALUMINU 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.</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE <i>Frank Whittaker</i>	TELEPHONE 301-797-3730	DATE August 16, 2010	
TITLE Vice President	FEIN 351649116	ADDRESS CHANGES TO BE NOTED ABOVE	

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DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
06/17/2010				

BID OPENING DATE: 07/27/2010 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<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 & 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> <p>(1) THE ARCHITECT/ENGINEER SHALL PREPARE THE ADDENDUM AND A LIST OF ALL PARTIES THAT HAVE PROCURED DRAWINGS</p>						

SIGNATURE		SEE REVERSE SIDE FOR TERMS AND CONDITIONS		TELEPHONE 301-797-3730	DATE August 16, 2010
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PROPERTY

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BID OPENING DATE: **07/27/2010** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>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. : NO. 1 .. Dated 6/23/2010 .. <i>ARM</i></p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>[Signature]</i>	TELEPHONE 301-797-3730	DATE August 16, 2010
TITLE Vice President	FEIN 351649116	ADDRESS CHANGES TO BE NOTED ABOVE

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RFQ NUMBER: RMA10031

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LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
NO. 2		Dated 6/28/2010		<i>R2M</i>		
NO. 3		Dated 6/29/2010		<i>R2M</i>		
NO. 4		Dated 7/21/2010		<i>R2M</i>		
NO. 5		Dated 8/04/2010		<i>R2M</i>		
<p>I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF THE BIDS.</p> <p>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.</p> <p><i>Robert L. Matthews</i> Robert L. Matthews SIGNATURE Vice President Amtrac Railroad Contractors of Maryland COMPANY August 16, 2010 DATE</p> <p>REV. 11/96</p> <p>CONTRACTORS LICENSE</p> <p>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</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: <i>Robert L. Matthews</i>	TELEPHONE: 301-797-3730	DATE: August 16, 2010
TITLE: Vice President	FEIN: 351649116	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

BFO NUMBER
 RMA10031

PAGE
 8

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

*709023822 301-797-3730
 AMTRAC RAILROAD CONTRACTORS OF
 9436 EARLEY DRIVE

HAGERSTOWN MD 21740-1737

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
06/17/2010				

BID OPENING DATE: 07/27/2010 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOF	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
CAPITOL COMPLEX, BUILDING 3, ROOM 319, CHARLESTON, WV 25305. TELEPHONE: (304) 558-7890. 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: Amtrac Railroad Contractors of Maryland, Inc. CONTRACTORS LICENSE NO.: WV020362 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.						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE	TELEPHONE	DATE	
	301-797-3730	August 16, 2010	
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE	
Vice President	351649116		

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
RMA10031

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

PROPERTY

*709023822 301-797-3730
**AMTRAC RAILROAD CONTRACTORS OF
 9436 EARLEY DRIVE
 HAGERSTOWN MD 21740-1737**

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	FOB	FREIGHT TERMS
06/17/2010				

BID OPENING DATE: **07/27/2010** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UQP	QAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
	REV. 5/2009					
<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.: RMA10031</p> <p>BID OPENING DATE: 07/27/2010</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:</p> <p style="text-align: center;">----- 301-797-3740 -----</p> <p>PLEASE PRINT OR TYPE NAME OF PERSON TO CONTACT CONCERNING THIS QUOTE:</p> <p style="text-align: center;">----- Robert L. Matthews - Vice President -----</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE 	TELEPHONE 301-797-3730	DATE August 16, 2010	
TITLE Vice President	FEIN 351649116	ADDRESS CHANGES TO BE NOTED ABOVE	

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

REQUEST FOR QUOTE

The West Virginia Purchasing Division, for the West Virginia State Rail Authority (SRA), is soliciting bids for rail replacement on the South Branch Valley Railroad (SBVR).

DESCRIPTION OF WORK

Rail Replacement at South End of Moorefield Yard

Approximately 2,718 track feet (5,436 linear feet) of lightweight, jointed rail will be replaced with 131/132RE jointed rail from the end of welded rail to the first private crossing outside the yard. SBVR will supply the rail and the contractor will supply all other materials. There are two dirt road crossings in this section of track.

Rail Replacement North of Durgon

Approximately 3,136 track feet (6,272 linear feet) of lightweight, jointed rail will be replaced with 105DY jointed rail from the north end of Bridge 46.2 at Durgon north to Bridge 45.6. SBVR will supply the rail and the contractor will supply all other materials. There is one dirt road crossing in this section of track.

Rail Replacement at Durgon

Approximately 800 track feet (1,600 linear feet) of lightweight, jointed rail will be replaced on the main track from the north end of the side track to the south end. This includes two turnouts; a #8 on the north end and a #10 on the south end. The rail in the siding will not be replaced.

CONDUCT OF WORK

General

The SBVR typically operates freight trains between Moorefield and Petersburg twice a week. These trains will be operated so as to minimize any interruption to the contractor during this project. The SBVR will notify the contractor in advance as to when a train will run through the work area. The SBVR reserves the right to run at any time should an emergency situation develop. A motorcar excursion is scheduled for Saturday, September 11, 2010. It will make a round trip between Petersburg and Green Spring, traversing the work area twice that day. A dinner train will operate between Petersburg and Moorefield on the evening of Saturday, October 16, 2010. The contractor must have the track available and safe to use for these trains.

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 clean-up of the work site. All debris and refuse will be removed from SBVR property and disposed of properly. Old rail and OTM will be placed in piles along the right of way and will remain the property of the SBVR.

Materials and equipment can be stored at 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. Contractor will be responsible for submitting certified payrolls to the SRA.

Ties

Ties must be adzed, when necessary, to give the tie plate a full bearing across the tie and parallel with the plane of the track. Spike holes in all ties shall be plugged prior to replacement of rail.

Before placing tie plates on the tie, dirt and other substances shall be removed from the bottom of the tie plate and the top of the tie. Care must be taken that canted tie plates incline toward the center of the track and that plates having a different amount of cant or flat plates are not mixed.

Rail

Rails shall be placed so that the joints in each line of rail shall be within the middle half of the opposite length rail. To minimize the cutting of full length rails, short rails may be used in adjusting for proper spacing of joints, but no less than 33 feet on curves or 19'6" on tangents shall be used.

Flame cutting of rail shall not be permitted. Rail shall be cut with a rail saw. Bolt holes shall be drilled, not torch cut.

The bottom of the rail shall be cleaned before rail is laid. Rails shall be laid one at a time and, to ensure good adjustment, the rail ends brought squarely together against suitable rail expansion shims and bolted before spiking.

Bolted joints are to be centered between ties when possible. Field welded joints are to be centered between ties. Rail joints will not be placed in grade crossings, including road shoulders.

SBVR will perform any welding or grinding necessary to correct rail end mismatch.

Gaging

Rail will be gaged to 56 ½ inches plus or minus ¼ inch measured on a plane 5/8 inch below top of rail. When a new tie is being installed among other ties, up to five ties on either side of the newly inserted tie will be plugged and respiked to correct gage. There will be no change in gage on account of curvature.

Spiking

All ties shall be spiked with new ties in the appropriate pattern as indicated by SBVR standards (Attachment A). Spikes shall be started and driven vertically and square with the rail. Spikes

shall have full bearing against the side of the rail base. Spikes shall not be overdriven; a gap of 1/8 to 3/16 inch shall remain between the underside of the spike and the top of the rail base.

Rail Anchoring

Every fourth tie shall be box anchored, i.e., an anchor on each side of a tie, on both rails, or four (4) anchors applied to one tie. Rail anchors shall be applied through turnouts. They shall be applied to the gage side of rail against the same tie face on opposite rails. Rail anchors shall be securely fastened to the rail and have a solid bearing against the ties. They shall not be moved by driving them along the rail.

MATERIALS

All materials must conform to AREMA design specifications.

SBVR will provide all rail.

The contractor will provide the following materials:

Tie Plugs: Tie plugs shall be 5/8 inch and creosote-treated. Foam spike hole filler is not to be used.

Tie Plates: Tie plates shall be double shouldered and inclined-surfaced with all plates having 1:40 cant. They shall have eight square spike holes. Round holes are not acceptable. Plates shall not be bent or have excessively worn spike holes. Plates for 131/132RE shall be a minimum of 13 inches in length and 7-3/4 inches in width. Plates for 105DY shall be a minimum of 12 inches in length and 7-3/4 inches in width.

Joint Bars:

Track Bolts and Washers:

Spring Lock Nuts:

Track Spikes: Spikes shall be new 5/8 inch by 6 inch.

Rail Anchors: Anchors shall be new drive-on design

Turnouts: One 105DY #8 RBMI turnout and one 105DY #10 RBMI turnout per AREMA specifications. Switch stands are to be New Century 51-A complete with bow handles. Self guarded frogs will not be accepted. All material may be relay.

Contractor may have materials shipped to SBVR at Moorefield. The SBVR must be notified in advance of such deliveries. Contractor will be responsible for transportation of all materials it supplies to the work site.

COMPLETION DATE

The completion date for this project is October 31, 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 June 18, 2010 at 10:00 am at the SBVR office in Moorefield. This meeting will include an inspection trip to the work sites. 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 sites. Contractors wishing to attend should inform Frank Whittaker at 304-558-2316 by June 16, 2010. 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. 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 with railroad track maintenance and construction.

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

OHIO FARMERS INSURANCE COMPANY

One Park Circle, P O Box 5001, Westfield Center, Ohio 44251-5001

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we AMTRAC RAILROAD CONTRACTORS OF MARYLAND, INC. 9436 Earley Drive, Hagerstown, Maryland, 21740

as Principal, hereinafter called the Principal, and OHIO FARMERS INSURANCE COMPANY, Westfield Center, Ohio 44251, a corporation duly organized under the laws of the State of Ohio, as Surety, hereinafter called the Surety, are held and firmly bound unto STATE of WEST VIRGINIA Department of Administration, Purchasing Division, 2019 Washington St East/P.O. Box 50130, Charleston, WV 25305-0130

as Obligee, hereinafter called the Obligee, in the sum of FIVE PERCENT OF TOTAL AMOUNT BID Dollars (\$ -----5%-----),

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

WHEREAS, the Principal has submitted a bid for RMA 10031 - Rail Replacement;

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

Signed and sealed this 27th day of JULY, 2010.

AMTRAC RAILROAD CONTRACTORS of MARYLAND, INC. (Principal) (Seal)
By: Jacqueline L. Manzini, President (Title)
Ohio Farmers Insurance Company (Surety) (Seal)
S. Annette Mullet, Attorney-in-Fact (Title)

General Power of Attorney

Westfield Insurance Co. Westfield National Insurance Co. Ohio Farmers Insurance Co. Westfield Center, Ohio

CERTIFIED COPY

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint S. ANNETTE MULLET, STEVEN M. GARRETT, JOINTLY OR SEVERALLY

of INDIANAPOLIS and State of IN its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship-

LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be it Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact, may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"Be it Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their Senior Executive and their corporate seals to be hereto affixed this 13th day of AUGUST A.D., 2007 .

Corporate Seals Affixed



WESTFIELD INSURANCE COMPANY WESTFIELD NATIONAL INSURANCE COMPANY OHIO FARMERS INSURANCE COMPANY

Richard L. Kinnaird, Jr. (Signature)

By: Richard L. Kinnaird, Jr., Senior Executive

State of Ohio County of Medina ss.:

On this 13th day of AUGUST A.D., 2007 , before me personally came Richard L. Kinnaird, Jr. to me known, who, being by me duly sworn, did depose and say, that he resides in Medina, Ohio; that he is Senior Executive of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial Seal Affixed



William J. Kahelin (Signature)

William J. Kahelin, Attorney at Law, Notary Public My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

State of Ohio County of Medina ss.:

I, Frank A. Carrino, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 27th day of JULY A.D., 2010



Frank A. Carrino (Signature) Secretary



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

STATE OF Maryland

COUNTY OF Washington, TO-WIT:

I, Robert L. Matthews, after being first duly sworn, depose and state as follows:

- 1. I am an employee of Amtrac Railroad Contractors of Maryland, Inc.; and,
(Company Name)
- 2. I do hereby attest that Amtrac Railroad Contractors of Maryland, 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.

Amtrac Railroad Contractors of Maryland, Inc.
(Company Name)

By: 
Robert L. Matthews


Title: Vice President

Date: August 16, 2010

Taken, subscribed and sworn to before me this 16th day of August, 2010.

By Commission expires November 22, 2011

(Seal)


(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

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: Amtrac Railroad Contractors of Maryland, Inc.

Authorized Signature:  Date: August 16, 2010
Robert L. Matthews - Vice President

State of Maryland

County of Washington, to-wit:

Taken, subscribed, and sworn to before me this 16th day of August, 2010.

My Commission expires November 22, 2011.

AFFIX SEAL HERE

NOTARY PUBLIC 