



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  
**RMA11027**

PAGE  
**1**

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

RFQ COPY  
 TYPE NAME/ADDRESS HERE  
**Railroad Constructors, Inc.  
 705 Mantua Ave.  
 Paulsboro, NJ 08066**

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
07/11/2011				

BID OPENING DATE: **07/27/2011** BID OPENING TIME: **01:30PM**

LINE	QUANTITY	UOP	QTY NO	ITEM NUMBER	UNIT PRICE	AMOUNT
***** ADDENDUM NO. 1 *****						
THIS ADDENDUM IS ISSUED TO:						
1) PROVIDE THE ATTACHED MANDATORY PRE-BID SIGN IN SHEET						
2) PROVIDE THE ATTACHED BID CLARIFICATION.						
3) PROVIDE ATTACHMENT A: DRAWINGS NUMBERED 19, 20, 21, 22, 23, 24, 26, 27, 28, 29, 30, 31.						
4) PROVIDE ATTACHMENT B: REVISED PRICING PAGE.						
5) PROVIDE ATTACHMENT C: DRAWING						
6) EXTEND THE BID OPENING DATE AND TIME TO: 07/27/2011 AT 1:30 PM.						
***** END ADDENDUM NO. 1 *****						
0001	1	EA		765-78		\$1,045,970.00
THE WEST VIRGINIA PURCHASING DIVISION FOR THE AGENCY						

RECEIVED  
 JUL 27 A 8:06  
 PURCHASING DIVISION  
 STATE OF WV

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: TELEPHONE: 856-423-9385 DATE: 7/26/11

TITLE: President FEIN: 22-2402473 ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELLED "NAME/ADDRESS"

## 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/vro/hipaa.htm](http://www.state.wv.us/admin/purchase/vro/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).

Pre-Bid Conference  
**SIGN IN SHEET**

[Please Print]

Request for Proposal No.: RMA 11027 Date: 6/17/11  
*Crosstie / Switch Tie, Surfacing, Regulating*

<u>Firm &amp; Representative Name</u>	<u>Mailing Address</u>	<u>Telephone &amp; FAX Numbers</u>
1. <u>G. W Peoples</u> <u>Jack T Smith</u>	<u>600 N. Bell Ave Bldg 1 Suite 210</u> <u>CARNEGIE PA 15106</u>	T: <u>412-276-2342</u> F: <u>412-276-2325</u>
2. <u>Balfour Beatty Rail</u> <u>Robert m. Roe</u>	<u>1600 Rt 136</u> <u>Washington, Pa 15301</u>	T: <u>724-228-7636</u> F: <u>724-884-0025</u>
3. <u>Railworks</u> <u>Dave Snyder</u>	<u>1550 N Bailey Road</u> <u>N Jackson OH 44451</u>	T: <u>330-538-2261</u> F: <u>330-538-2223</u>
4. <u>Atlas Railroad Const</u> <u>David Barr</u>	<u>1253 State Route 519</u> <u>Eighty Four, PA 15330</u>	T: <u>724 228 - 4500</u> F: <u>724 228 - 3183</u>
5. <u>Railroad Constructors Inc</u> <u>Dave Luvana</u>	<u>705 Man + Va Ave</u> <u>Pauls burm, NJ- 08066</u>	T: <u>856-423-9388</u> F: <u>" " 938</u>
6. <u>P. J. COEMAN</u> <u>R.R CONST</u>	<u>PO. Box 788</u> <u>Nicholasville Ky 40356</u>	T: <u>609.537-78</u> F: _____
7. <u>Arnold Cassil Co</u> <u>Steve Thomas</u>	<u>6403 Rinkle St</u> <u>Warren MI 48091</u>	T: <u>(586) 754-420</u> F: <u>(586) 754-4408</u>
8. <u>Amtrak R.R. Cont. of Md.</u> <u>Timothy Spencer</u>	<u>9436 Early Drive</u> <u>Hagerstown Md. 21740</u>	T: <u>301-797-8730</u> F: <u>301-797-3940</u>
9. _____ _____	_____ _____	T: _____ F: _____
10. _____ _____	_____ _____	T: _____ F: _____

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



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

To: All Attendees of the June 17, 2011 Prebid Meeting for the Replacement of Crossties on the South Branch Valley Railroad

From: John Philbrick, Superintendent

Date: June 30, 2011

RE: Addendum #1 to RFQ #RMA11027 – Tie Replacement on SBVR

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

1. Track Maps: These are provided for the area within the project limits. (Attachment A). Bridges, main track turnouts and public grade crossings are identified on these maps. Private crossings are shown with a description of type of surface and cattle guards are shown by type. The steel panel cattle guards can be lifted out of the way for surfacing then replaced.
2. Completion Date: All work must be completed by June 30, 2012. The cost to the SBVR for the administration of the contract as well as for train delays that will be incurred after that date make it necessary for the 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.
3. Bid Requirements: The contractor **MUST** have previous experience in crosstie replacement, track surfacing and ballast regulation. Technical questions must be submitted in writing to Frank Whittaker in the Purchasing Division via e-mail at [Frank.M.Whittaker@wv.gov](mailto:Frank.M.Whittaker@wv.gov) or fax at 304-558-2316. All technical questions will be addressed by addendum. For bidding purposes, contractor is to give a unit cost for each item listed on the cost sheet. Low bid will be determined by the lowest total amount for all units multiplied by the quantities as listed on the attached cost sheet (Attachment B).
4. Sales Tax: The State Rail Authority's tax exemption does not apply to purchases made by the contractor for this project.
5. Bolt Tightening: SBVR will provide replacements for broken joint bars, bolts and washers.

6. North Turnout of Stockyard Runaround: SBVR will supply the switch ties.
7. Cattle Guards: Previous damage to cattle guards will be repaired by SBVR.
8. Replacement of Private Crossings: The average length of a private crossing is 20 feet. SBVR will provide ties and ballast at Moorefield. Contractor will transport materials to work site.
9. Surfacing Moorefield Shop Tracks: Contractor will surface/line tracks in the Moorefield shop area. There is a total of 3,200 track feet with five #8 turnouts and one #6 turnout (Attachment C).
10. Side Tracks for Equipment: These are the Hardy County Track in Moorefield, the side track at Durgon and the Mathias Track in Petersburg. These tracks are identified on the track maps.
11. Sign-In Sheet: See Attachment D.

**ATTACHMENT B**

**SBVR Tie Replacement Cost Sheet**

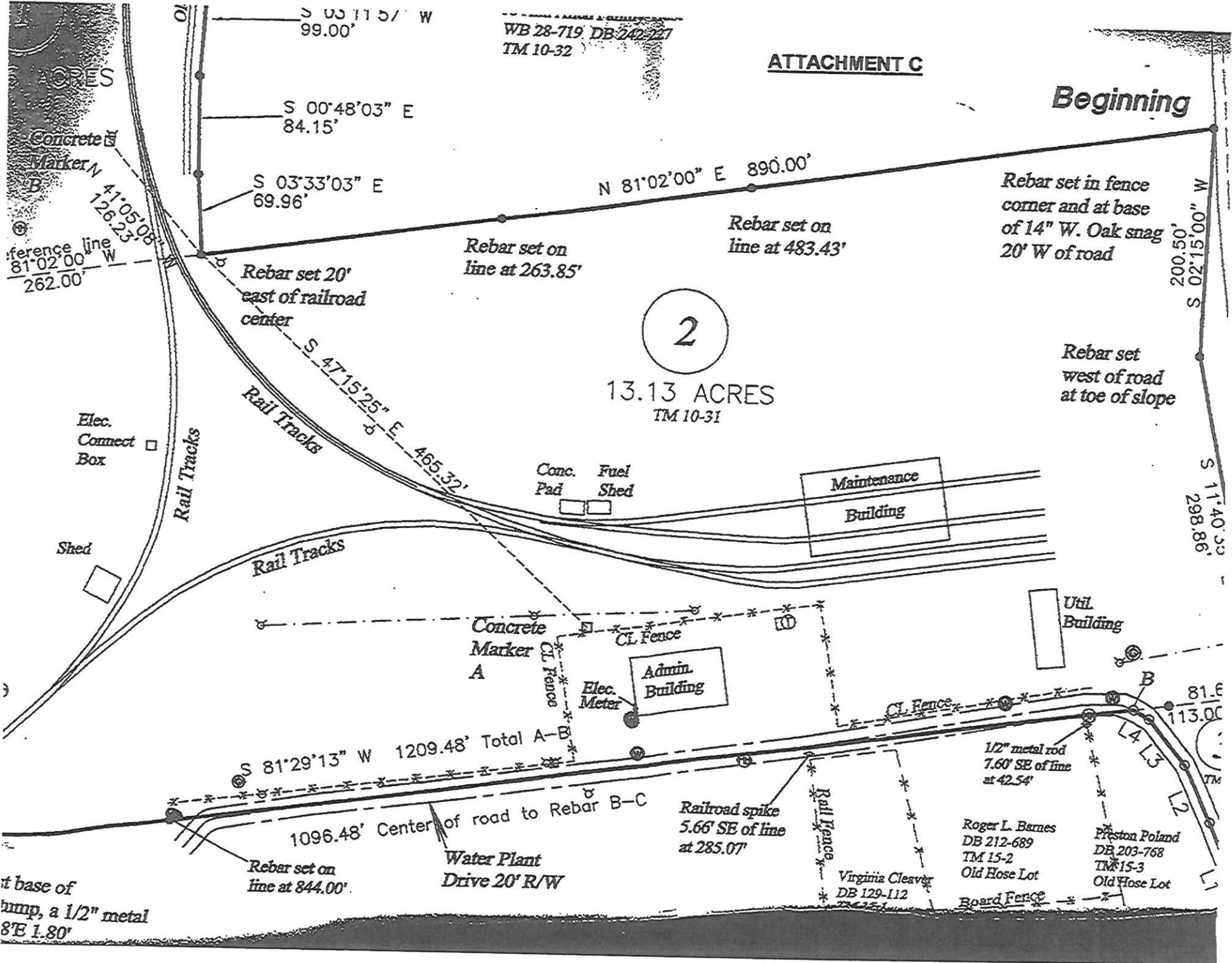
Line Item	Description	Unit Cost	Unit of Measure	Quantity	Extended Cost
	Tie Replacement				
1	Crossties	\$ 84.00	per tie	9,600	\$ 806,400.00
2	Gaging of Resplked Crossties	\$ 11.00	per tie	1,920	\$ 21,120.00
3	Switch Ties	\$ 7,950.00	per switch	1	\$ 7,950.00
4	Final Surfacing and Ballast Regulation	\$ 6,000.00	per mile	20.4	\$ 122,400.00
5	Bolt Tightening	\$ 6,500.00	per mile	12.2	\$ 79,300.00
6	Surface/Line Moorefield Shop Tracks	\$ 2.75	per track foot	3,200	\$ 8,800.00
				<b>Total Bid:</b>	\$ 1,045,970.00

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

**ATTACHMENT C**

**Beginning**



2

13.13 ACRES  
TM 10-31

at base of  
hump, a 1/2" metal  
8'E 1.80'

Roger L. Barnes  
DB 212-689  
TM 15-2  
Old Hose Lot

Preston Poland  
DB 203-768  
TM 15-3  
Old Hose Lot



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ADDRESS CORRESPONDENCE TO ATTENTION OF
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RFQ COPY

**TYPE NAME/ADDRESS HERE**  
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 705 Mantua Ave  
 Paulsboro, NJ 08066

SHIP TO

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

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06/01/2011				

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0001	1	EA		765-78		\$1,045,970.00
<p>THE WEST VIRGINIA PURCHASING DIVISION FOR THE AGENCY</p> <p>THE WEST VIRGINIA STATE RAIL AUTHORITY, IS SOLICITING BIDS FOR CROSSTIE AND SWITCH TIE REPLACEMENT, SURFACING AND BALLAST REGULATING ON THE SOUTH BRANCH VALLEY RAILROAD (SBVR) PER THE ATTACHED SPECIFICATIONS.</p> <p><b>MANDATORY PRE-BID</b>            A MANDATORY PRE-BID WILL BE HELD ON 06/17/11 AT 10:00 AM AT 120 WATER PLANT DRIVE, 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.</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
	856-423-9385	7/26/11
TITLE	FAX	ADDRESS CHANGES TO BE NOTED ABOVE
President	22-2402473	

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





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<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 WV PURCHASING DIVISION VIA EMAIL AT FRANK.M.WHITTAKER@WV.GOV OR VIA FAX AT 304-558-4115. DEADLINE FOR TECHNICAL QUESTIONS IS 06//22/2011 AT 4:00 PM. ALL TECHNICAL QUESTIONS WILL BE ADDRESSED BY ADDENDUM AFTER THE DEADLINE.</p> <p>INFORMATION ISSUED IN WRITING AND ADDED TO THE 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 06/30/2012. THE AGENCY WILL ISSUE THE NOTICE TO PROCEED IN WRITING.</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 856-423-9385	DATE 7/26/11
TITLE President	FEIN 22-2402473	ADDRESS CHANGES TO BE NOTED ABOVE

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<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 &amp; HARDY COUNTIES, 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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<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 ACCEPTABLE 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 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>						

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<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> <p>(1) THE ARCHITECT/ENGINEER SHALL PREPARE THE ADDENDUM AND A LIST OF ALL PARTIES THAT HAVE PROCURED DRAWINGS</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE 	TELEPHONE 856-423-9385	DATE 7/26/11
TITLE President	FEIN 22-2402473	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**

RFO NUMBER  
**RMA11027**

PAGE  
**6**

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

PROPERTY

**RFQ COPY**  
**TYPE NAME/ADDRESS HERE**  
 Railroad Constructors, Inc.  
 705 Mantua Ave  
 Paulsboro, NJ 08066

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
06/01/2011				

BID OPENING DATE: **07/13/2011** 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.:</p> <p>NO. 1 ..... 7/11/11</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE 856-423-9385	DATE 7/26/11
TITLE President	FBN 22-2402473	ADDRESS CHANGES TO BE NOTED ABOVE

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



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# Request for Quotation

RFQ NUMBER  
**RMA11027**

PAGE  
**7**

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

RFQ COPY  
 TYPE NAME/ADDRESS HERE

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
06/01/2011				

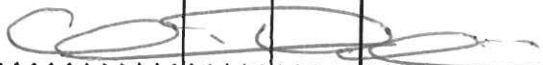
BID OPENING DATE: **07/13/2011** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
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NO. 2 .....  
 NO. 3 .....  
 NO. 4 .....  
 NO. 5 .....

I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF 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 SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING.

  
 .....SIGNATURE  
 Railroad Constructors, Inc.  
 .....COMPANY  
 July 26, 2011  
 .....DATE

REV. 11/96

### CONTRACTORS LICENSE

WEST VIRGINIA STATE CODE 21-11-2 REQUIRES THAT ALL PERSONS DESIRING TO PERFORM CONTRACTING WORK IN THIS STATE MUST BE LICENSED. THE WEST VIRGINIA CONTRACTORS LICENSING BOARD IS EMPOWERED TO ISSUE THE CONTRACTORS LICENSE. APPLICATIONS FOR A CONTRACTORS LICENSE MAY BE MADE BY CONTACTING THE WEST VIRGINIA DIVISION OF LABOR CAPITOL COMPLEX, BUILDING 3, ROOM 319, CHARLESTON, WV

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
President	856-423-9385	7/26/11
FERN	ADDRESS CHANGES TO BE NOTED ABOVE	
22-2402473		

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  
**RMA11027**

PAGE  
**8**

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

VENDOR

**RFQ COPY**  
**TYPE NAME/ADDRESS HERE**  
 Railroad Constructors, Inc.  
 705 Mantua Ave.  
 Paulsboro, NJ 08066

BUYER

**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
06/01/2011				

BID OPENING DATE: **07/13/2011** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>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: ..... Railroad Constructors, Inc. ....</p> <p>CONTRACTORS LICENSE NO.: ..... WV044970 .....</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 CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT WITHOUT FURTHER ORDER.</p> <p>REV. 5/2009</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE 856-423-9385	DATE 7/26/11
TITLE President	FEN 22-2402473	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
RMA11027

PAGE
9

ADDRESS CORRESPONDENCE TO ATTENTION OF
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VENDOR

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 705 Mantua Ave  
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BUYER

WV STATE RAIL AUTHORITY  
 (DBA) SOUTH BRANCH VALLEY  
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DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
06/01/2011				

BID OPENING DATE: **07/13/2011** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p><b>NOTICE</b></p> <p><b>A SIGNED BID MUST BE SUBMITTED TO:</b></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.: RMA11027</p> <p>BID OPENING DATE: 07/13/2011</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:            856-423-9389</p> <p>-----</p> <p>PLEASE PRINT OR TYPE NAME OF PERSON TO CONTACT CONCERNING THIS QUOTE:            Christofer Daloisio</p> <p>-----</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
	856-423-9385	7/26/11
TITLE	FBN	ADDRESS CHANGES TO BE NOTED ABOVE
President	22-2402473	

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



## REQUEST FOR QUOTATION

The West Virginia Purchasing Division for the agency, The West Virginia State Rail Authority, is soliciting bids for crosstie and switch tie replacement, surfacing and ballast regulating on the South Branch Valley Railroad (SBVR).

### Description of Work

Replace 9,600 crossties between MP 32 and MP 52. The distribution of ties to be replaced is shown in Attachment A.

Replace all switch ties in the north switch of the Stockyard runaround.

#### 1. Tie Replacement

- a. Ties will be handled carefully to avoid damage in accordance with AREMA specifications.
- b. The contractor will replace only those ties marked for replacement by SBVR.
- c. The contractor will remove and properly dispose of old ties. Ties must be stacked clear of tracks and must not be stacked on property other than SBVR right-of-way without the property owner's permission.

#### 2. Spiking of Ties

- a. New ties will be spiked to a gage of 56 ½ inches, plus or minus ¼ inch. Additional ties will be plugged and respiked to correct gage to ensure there is no abrupt change in gage where ties are replaced. It is estimated that 20 percent of the ties replaced will require adjacent ties to be respiked to proper gage.
- b. All ties replaced or respiked will have new ties. Old spikes will not be reused. Spikes shall be started and driven vertically and square with the rail. They shall have full bearing against the side of the rail base. Spikes shall not be overdriven. Spiking patterns are shown in Attachment B. The correct spiking pattern will be used on all new ties and any adjacent ties that are respiked to correct gage. Approximately 40 percent of the ties to be replaced are in curves.

#### 3. Rail Anchors

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

#### 4. Tamping

- a. Tie gang will tamp all newly inserted ties as they are replaced in the track and ballast will be replaced at ends of ties.

## 5. Final Surfacing, Alinement and Ballast Regulation

- a. Contractor will use a Jackson 6700, Mark IV or equivalent tamper to restore proper surface to the entire track 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.
- b. A minimum of two insertions will be made for each tie.
- c. SBVR will provide information on superelevation of curves.
- d. When surfacing a turnout, tamping will continue for a distance of at least 100 feet into the side track to ensure uniform surface through the turnout.
- e. A ballast regulator will follow the tamper to regulate ballast and reshape shoulders. Contractor will place any additional ballast where it may be needed after surfacing. All curves with welded rail will have a ballast shoulder of at least 12 inches on the outside of the curve.
- f. The contractor is responsible for repair of any damage done to grade crossing signal systems. Repairs must be done that same day.

## 6. Bolt Tightening

- a. There are 12.2 track miles with jointed rail in the project area. Bolts must be tightened in these jointed sections after final surfacing.

## Conduct of Work

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. Freight trains operate between MP 32 and Moorefield Monday through Friday. These trains will be rescheduled during this project to provide the contractor with a ten-hour window during daylight hours without train traffic. The SBVR reserves the right to run at any time should an emergency situation develop. Excursion trains are operated on the schedule shown in Attachment C. This schedule cannot be altered and the contractor must not interfere with their operation. The contractor is free to work over weekends as long as this work does not interfere with the excursion trains or any freight trains that may need to run on the weekend.

Tracks will be made safe for train operations at the end of each work day unless told otherwise by SBVR. Work will be subject to inspection by SBVR.

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 ensure 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 with the SBVR office.

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.

On-track machinery and equipment can be stored on side tracks at Petersburg, Durgon and Moorefield. There is vehicular access to each of these locations.

The SBVR can provide a work train for the contractor. The cost is \$200 per day for the locomotive and \$20 per hour for the engineer. Two flat cars and two ballast cars are available at no charge. Work trains must be scheduled Monday through Friday and are subject to availability of the engineer and equipment. The contractor must outline the plan for work train use at the beginning of the project.

Contractor will use Heavy and Highway Construction Rates as established for Grant and Hardy Counties. These 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). The counties meet at MP 48.4 with Hardy to the north and Grant to the south. Contractor will be responsible for submitting certified payrolls to the SRA.

#### Materials

Contractor will provide new ties, tie plugs and spikes and will transport them to the work site. Ties will be new 7"X 9"X 8'6" industrial grade ties. The specifications set forth in Chapter 3 of the AREMA specifications will govern. The ties will be 100% end-plated, mixed hardwoods and oak, creosote pressure treated to 7# retention or refusal.

Contractor will provide one complete set of switch ties for a #10 turnout per AREMA specifications. These ties are to be 100% end-plated, mixed hardwoods and oak, creosote pressure treated to 7# retention or refusal.

Contractor will provide treated tie plugs and 6" cut track spikes per AREMA specifications. Tie plates will be provided by the SBVR where existing tie plates are defective or missing.

SBVR will provide any additional ballast that is needed. It is stockpiled at the Moorefield office.

Materials can be delivered to the SBVR Moorefield office/shop. The contractor will be responsible for getting materials to the work site.

Old spikes removed as part of the tie replacement will remain the property of the SBVR. They will be gathered and brought to the designated location in Moorefield.

## Ties To Be Replaced on SBVR in 2011

## Attachment A

MP 32 - MP 33	310
MP 33 - MP 34	275
MP 34 - MP 35	431
MP 35 - MP 36	430
MP 36 - MP 37	557
MP 37 - MP 38	576
MP 38 - MP 39	461
MP 39 - MP 40	272
MP 40 - MP 41	352
MP 41 - MP 42	178
MP 42 - MP 43	279
MP 43 - MP 44	337
MP 44 - MP 45	804
MP 45 - MP 46	723
MP 46 - MP 47	931
MP 47 - MP 48	588
MP 48 - MP 49	828
MP 49 - MP 50	361
MP 50 - MP 51	641
MP 51 - MP 52	266

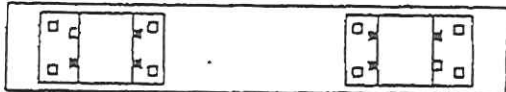
9600

Attachment B

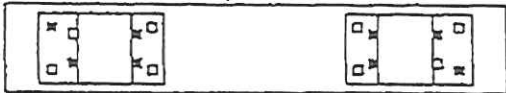
SPIKING PATTERN "A"



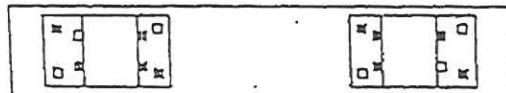
SPIKING PATTERN "B"



SPIKING PATTERN "C"



SPIKING PATTERN "D"



TRACK TYPE, TRACK ALIGNMENT, AND SPEED AUTHORIZED	SPIKES FOR TIE PLATE	SPIKING PATTERN
<b>MAIN TRACKS AND SIDINGS</b>		
TANGENTS AND CURVES LESS THAN 2 DEGREE WITH SPEED UP TO 15 MPH	2	A
TANGENTS AND CURVES LESS THAN 2 DEGREE WITH SPEED GREATER THAN 15 MPH	3	B
CURVES 2 DEGREE AND OVER BUT LESS THAN 6 DEGREE	4	C
CURVES OVER 6 DEGREE	5	D
<b>SIDE TRACKS - SPEEDS UP TO 25 MPH</b>		
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
<b>SIDE TRACKS - SPEEDS GREATER THAN 25 MPH</b>		
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

## Excursions Operating Through Limits Of SBVR Tie Project

## Attachment C

Monday, 7/4/11	Fireworks Train running between Moorefield and Sector
Saturday, 7/9/11	Dinner Train running between Petersburg and Moorefield
Saturday, 8/13/11	Motorcar excursion running Petersburg to Green Spring and return
Saturday, 9/24/11	Heritage Days trains running between Moorefield and Sector
Sunday, 9/25/11	Heritage Days trains running between Moorefield and Sector
Saturday, 10/15/11	Dinner Train running between Petersburg and Moorefield
Saturday, 11/5/11	Excursion train running Romney to Petersburg and return
Saturday, 11/12/11	Excursion train running entire railroad
Friday, 11/25/11	Christmas trains running between Moorefield and Petersburg
Saturday, 11/26/11	Christmas trains running between Moorefield and Petersburg
Friday, 12/2/11	Christmas trains running between Moorefield and Petersburg
Saturday, 12/3/11	Christmas trains running between Moorefield and Petersburg
Friday, 12/9/11	Christmas trains running between Petersburg and MP 48
Saturday, 12/10/11	Christmas trains running between Petersburg and MP 48

**BID BOND**

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Railroad Constructors, Inc.  
of Paulsboro, NJ, as Principal, and Liberty Mutual Insurance  
Company of Boston, Massachusetts a corporation organized and existing under the laws of the State of Massachusetts with its principal office in the City of Boston, as Surety, are held and firmly bound unto the State of West Virginia, as Obligee, in the penal sum of 5% of amount bid (\$ 5%) for the payment of which, well and truly to be made, we jointly and severally bind ourselves, our heirs, administrators, executors, successors and assigns.

The Condition of the above obligation is such that whereas the Principal has submitted to the Purchasing Section of the Department of Administration a certain bid or proposal, attached hereto and made a part hereof, to enter into a contract in writing for RMA 11027 - Crosstie and Switch Tie Replacement, Surfacing and Ballast Regulating on the 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 13th day of July, 2011.

Principal Corporate Seal

Railroad Constructors, Inc.  
(Name of Principal)

By [Signature]  
(Must be President or Vice President)

Christopher Deboisio President  
(Title)

Surety Corporate Seal

Liberty Mutual Insurance Company  
(Name of Surety)

[Signature]  
Attorney-in-Fact  
Steven G Rattuel

**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.**

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

LIBERTY MUTUAL INSURANCE COMPANY
BOSTON, MASSACHUSETTS
POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS: That Liberty Mutual Insurance Company (the "Company"), a Massachusetts stock insurance company, pursuant to and by authority of the By-law and Authorization hereinafter set forth, does hereby name, constitute and appoint STEVEN G. RAFFUEL, BRIAN S. O'NEILL, LUCY M. HALTER, ALL OF THE CITY OF TRENTON, STATE OF NEW JERSEY.....

, each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations in the penal sum not exceeding TWENTY FIVE MILLION AND 00/100\*\*\*\*\* DOLLARS (\$ 25,000,000.00\*\*\*\*\* ) each, and the execution of such undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company in their own proper persons.

That this power is made and executed pursuant to and by authority of the following By-law and Authorization:

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

By the following instrument the chairman or the president has authorized the officer or other official named therein to appoint attorneys-in-fact:

Pursuant to Article XIII, Section 5 of the By-Laws, Garnet W. Elliott, Assistant Secretary of Liberty Mutual Insurance Company, is hereby authorized to appoint such attorneys-in-fact as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

That the By-law and the Authorization set forth above are true copies thereof and are now in full force and effect.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Company and the corporate seal of Liberty Mutual Insurance Company has been affixed thereto in Plymouth Meeting, Pennsylvania this 17th day of March, 2011.

LIBERTY MUTUAL INSURANCE COMPANY

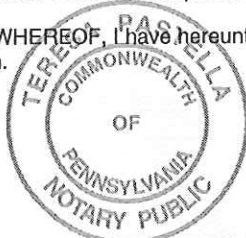
By Garnet W. Elliott, Assistant Secretary



COMMONWEALTH OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 17th day of March, 2011, before me, a Notary Public, personally came Garnet W. Elliott, to me known, and acknowledged that he is an Assistant Secretary of Liberty Mutual Insurance Company; that he knows the seal of said corporation; and that he executed the above Power of Attorney and affixed the corporate seal of Liberty Mutual Insurance Company thereto with the authority and at the direction of said corporation.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Plymouth Twp., Montgomery County
My Commission Expires March 28, 2013
Member, Pennsylvania Association of Notaries

By Teresa Pastella, Notary Public

CERTIFICATE

I, the undersigned, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the officer or official who executed the said power of attorney is an Assistant Secretary specially authorized by the chairman or the president to appoint attorneys-in-fact as provided in Article XIII, Section 5 of the By-laws of Liberty Mutual Insurance Company.

This certificate and the above power of attorney may be signed by facsimile or mechanically reproduced signatures under and by authority of the following vote of the board of directors of Liberty Mutual Insurance Company at a meeting duly called and held on the 12th day of March, 1980.

VOTED that the facsimile or mechanically reproduced signature of any assistant secretary of the company, wherever appearing upon a certified copy of any power of attorney issued by the company in connection with surety bonds, shall be valid and binding upon the company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said company, this 13th day of July, 2011.



By David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.





LIBERTY MUTUAL INSURANCE COMPANY  
 FINANCIAL STATEMENT — DECEMBER 31, 2010

Assets		Liabilities	
Cash and Bank Deposits.....	\$ 795,278,733	Unearned Premiums.....	\$3,502,531,059
*Bonds — U.S Government.....	928,976,332	Reserve for Claims and Claims Expense .....	15,450,806,243
*Other Bonds.....	12,269,586,768	Funds Held Under Reinsurance Treaties.....	1,764,193,716
*Stocks .....	8,410,330,089	Reserve for Dividends to Policyholders.....	4,776,435
Real Estate.....	280,897,925	Additional Statutory Reserve.....	89,441,297
Agents' Balances or Uncollected Premiums.....	2,971,477,549	Reserve for Commissions, Taxes and	
Accrued Interest and Rents.....	156,129,412	Other Liabilities .....	2,126,508,564
Other Admitted Assets.....	<u>10,888,871,535</u>	<b>Total</b> .....	<b>\$22,938,257,314</b>
		Special Surplus Funds.....	\$1,218,426,655
<b>Total Admitted Assets</b> .....	<b><u>\$36,701,548,343</u></b>	Capital Stock.....	10,000,000
		Paid in Surplus.....	7,731,965,815
		Unassigned Surplus.....	4,802,898,559
		<b>Surplus to Policyholders</b> .....	<b><u>13,763,291,029</u></b>
		<b>Total Liabilities and Surplus</b> .....	<b><u>\$36,701,548,343</u></b>



\* Bonds are stated at amortized or investment value; Stocks at Association Market Values.  
 The foregoing financial information is taken from Liberty Mutual Insurance Company's financial statement filed with the state of Massachusetts Department of Insurance.

I, TIM MIKOLAJEWSKI, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the foregoing is a true, and correct statement of the Assets and Liabilities of said Corporation, as of December 31, 2010, to the best of my knowledge and belief.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation at Seattle, Washington, this 29th day of March, 2011.

*TAMIKOLAJEWSKI*

Assistant Secretary

# CONTRACTOR LICENSE

Authorized by the

West Virginia Contractor Licensing Board

Number: WV044970

Classification:

SPECIALTY


RAILROAD CONSTRUCTORS INC  
DBA RAILROAD CONSTRUCTORS INC  
705 MANTUA AVE  
PAULSBORO, NJ 08066


Date Issued

JANUARY 08, 2011

Expiration Date

JANUARY 08, 2012

  
Authorized Company Signature

  
Chair, West Virginia Contractor  
Licensing Board

WEST VIRGINIA  
CONTRACTOR  
LICENSING  
BOARD

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



RFQ No. RMA11027

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: Railroad Constructors, Inc.

Authorized Signature: [Signature] Date: July 26, 2011

State of New Jersey

County of Gloucester, to-wit:

Taken, subscribed, and sworn to before me this 26 day of July, 2011

My Commission expires [Signature]  
NOTARY PUBLIC OF NEW JERSEY  
I.D.# 2350695  
Commission Expires 10/6/2011

AFFIX SEAL HERE

NOTARY PUBLIC