



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

RMA12006

PAGE

1

ADDRESS CORRESPONDENCE TO ATTENTION OF:

FRANK WHITTAKER
 304-558-2316

*709032228 01 724-228-7636

BALFOUR BEATTY RAIL INC
 1600 ROUTE 136

WASHINGTON PA 15301

VENDOR

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

SHIP TO

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
08/17/2011				

BID OPENING DATE: 09/20/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	EA		550-70	\$ 642,469.95	\$ 642,469.95
CROSSITE REPLACEMENT, SURFACTING, REGULATING						
<p>THE WEST VIRGINIA PURCHASING DIVISION, FOR THE AGENCY, THE WEST VIRGINIA STATE RAIL AUTHORITY, IS SOLICITING BIDS FROM RESPONSIBLE VENDORS FOR CROSS TIE REPLACEMENT, SURFACTING, REGULATING, WELDING OF RAIL JOINTS, COLVERT INSTALLATION, INSTALLATION OF A SIDING AND REPLACING RAIL ON THE WEST VIRGINIA CENTRAL RAILROAD (WVCR) PER THE ATTACHED SPECIFICATIONS.</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 OF VIA FAX AT 304-558-4115 DEADLINE FOR TECHNICAL QUESTIONS IS 08/30/2011 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>						

RECEIVED
 SEP 20 A 10:21
 PURCHASING DIVISION
 STATE OF WV

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Robert Williams</i>	TELEPHONE 724-228-7636	DATE 9/19/11
TITLE REGIONAL MGR	FEIN 39-1611003	ADDRESS CHANGES TO BE NOTED ABOVE

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



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<p>NOTICE TO PROCEED: THIS CONTRACT IS TO BE PERFORMED WITHIN XXXX CALENDAR DAYS AFTER THE NOTICE TO PROCEED IS RECEIVED. 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 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 EACH 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>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Frank Whittaker</i>	TELEPHONE 724-228-7636	DATE 9/19/11
TITLE <i>Procurement Manager</i>	FEIN 39-1611003	ADDRESS CHANGES TO BE NOTED ABOVE

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				() BUILDERS RISK INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF BUILDERS RISK - ALL RISK INSURANCE IN AN AMOUNT EQUAL TO 100% OF THE AMOUNT OF THE CONTRACT.		
				(XX) BONDS: FIVE PERCENT (5%) OF THE TOTAL AMOUNT OF THE BID PAYABLE TO THE STATE OF WEST VIRGINIA, SHALL BE SUBMITTED WITH EACH BID AS A BID BOND. THE SUCCESSFUL BIDDER SHALL ALSO FURNISH A PERFORMANCE BOND AND LABOR/MATERIAL BOND FOR 100% OF THE AMOUNT OF THE CONTRACT. BONDS MAY BE PROVIDED IN THE FORM OF A CERTIFIED CHECK, 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.		
				() MAINTENANCE BOND: A TWO (2) YEAR MAINTENANCE BOND COVERING THE ROOFING SYSTEM WILL BE A REQUIREMENT OF THE SUCCESSFUL VENDOR.		
				REV. 11/00		
				EXHIBIT 7		
				DOMESTIC ALUMINUM, GLASS & STEEL IN PUBLIC WORKS PROJECTS		
				IN ACCORDANCE WITH WEST VIRGINIA CODE 5-19-1 ET., SEQ., EVERY CONTRACT FOR CONSTRUCTION, RECONSTRUCTION, ALTERATION, REPAIR, IMPROVEMENT OR MAINTENANCE OF PUBLIC WORKS, WHERE THE COST IS MORE THAN \$50,000 AND, IN THE CASE OF STEEL ONLY, WHERE THE COST OF STEEL IS		

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Ashe Williams</i>	TELEPHONE 724-228-7636	DATE 9/19/11
TITLE REGIONAL MANAGER	FEIN 39-1611003	ADDRESS CHANGES TO BE NOTED ABOVE

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				<p>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> <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</p>		

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Robert Williams</i>	TELEPHONE 724-228-7636	DATE 9/19/11
TITLE <i>Robert Williams</i>	FEIN 39-1611003	ADDRESS CHANGES TO BE NOTED ABOVE

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PROJECT ADDENDA						
THE ARCHITECT/ENGINEER AND/OR AGENCY SHALL BE REQUIRED TO ABIDE BY THE FOLLOWING SCHEDULE IN ISSUING CONSTRUCTION PROJECT ADDENDA FOR STATE AGENCIES:						
(1) THE ARCHITECT/ENGINEER SHALL PREPARE THE ADDENDUM AND A LIST OF ALL PARTIES THAT HAVE PROCURED DRAWINGS AND SPECIFICATIONS FOR THE PROJECT. THE ADDENDUM AND LIST SHALL BE FORWARDED TO THE BUYER IN THE STATE PURCHASING DIVISION. THE ARCHITECT/ENGINEER SHALL ALSO SEND A COPY OF THE ADDENDUM TO THE STATE AGENCY FOR WHICH THE CONTRACT IS ISSUED.						
(2) THE BUYER SHALL SEND THE ADDENDUM TO ALL INTERESTED PARTIES AND, IF NECESSARY, EXTEND THE BID OPENING DATE. ANY ADDENDUM SHOULD BE RECEIVED BY THE BUYER WITHIN FOURTEEN (14) DAYS PRIOR TO THE BID OPENING DATE.						
(3) ALL ADDENDA SHOULD BE FORMALLY ACKNOWLEDGED BY ALL BIDDERS AND SUBMITTED TO THE STATE PURCHASING DIVISION. THE SAME RULES AND REGULATIONS THAT APPLY TO THE ORIGINAL BIDDING DOCUMENT SHALL ALSO APPLY TO AN ADDENDUM DOCUMENT. THE ONLY EXCEPTION MAY BE FOR AN ADDENDUM THAT IS ISSUED FOR THE SOLE PURPOSE OF CHANGING A BID OPENING TIME AND/OR DATE.						
REV. 11/96						
EXHIBIT 10						
ADDENDUM ACKNOWLEDGEMENT						

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<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</p> <p>NO. 2</p> <p>NO. 3</p> <p>NO. 4</p> <p>NO. 5</p> <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>A. Lee Williams</i> SIGNATURE</p> <p>..... <i>BALFOUR BEATTY RAIL INC</i> COMPANY</p> <p>..... <i>9/19/11</i> DATE</p> <p>REV. 11/96</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>A. Lee Williams</i>	TELEPHONE <i>724-228-7636</i>	DATE <i>9/19/11</i>
TITLE <i>REGIONAL MANAGER</i>	FEIN <i>39-1611003</i>	ADDRESS CHANGES TO BE NOTED ABOVE

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LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
				CONTRACTORS LICENSE		
				WEST VIRGINIA STATE CODE 21-11-2 REQUIRES THAT ALL PERSONS DESIRING TO PERFORM CONTRACTING WORK IN THIS STATE MUST BE LICENSED. THE WEST VIRGINIA CONTRACTORS LICENSING BOARD IS EMPOWERED TO ISSUE THE CONTRACTORS LICENSE. APPLICATIONS FOR A CONTRACTORS LICENSE MAY BE MADE BY CONTACTING THE WEST VIRGINIA DIVISION OF LABOR CAPITOL COMPLEX, BUILDING 3, ROOM 319, CHARLESTON, WV 25305. TELEPHONE: (304) 558-7890.		
				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: <i>BALFOUR BEATTY RAIL, INC</i> CONTRACTORS LICENSE NO.: <i>WV 041917</i>		
				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		

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SIGNATURE <i>Frank Whittaker</i>	TELEPHONE <i>724-228-7636</i>	DATE <i>9/19/11</i>
TITLE <i>REGIONAL MANAGER</i>	FEIN <i>39-1611003</i>	ADDRESS CHANGES TO BE NOTED ABOVE

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<p>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> <p style="text-align: center;">NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p style="text-align: center;">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.: RMA12006</p> <p>BID OPENING DATE: 09/20/2011</p> <p>BID OPENING TIME: 1:30 PM</p> <p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Richard Williams</i>	TELEPHONE 724-228-7636	DATE 9/19/11
TITLE <i>RICHARD WILLIAMS</i>	FEIN 39.1611003	ADDRESS CHANGES TO BE NOTED ABOVE

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LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
TO CONTACT YOU REGARDING YOUR BID:						
				724-824-0025		
PLEASE PRINT OR TYPE NAME OF PERSON TO CONTACT CONCERNING THIS QUOTE:						
				LEE WILLIAMS		
***** THIS IS THE END OF RFQ RMA12006 ***** TOTAL:						\$ 642,469.95

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SIGNATURE <i>Lee Williams</i>	TELEPHONE 724-228-7636	DATE 9/19/11
TITLE REVENUE MANAGER	FEIN 39-1611003	ADDRESS CHANGES TO BE NOTED ABOVE

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The West Virginia Purchasing Division for the agency, The West Virginia State Rail Authority is soliciting bids for cross-tie replacement, surfacing, regulating, welding of rail joints, culvert installation, installation of a siding and replacing rail. All work is located on the West Virginia Central Railroad (WVCR).

DESCRIPTION OF WORK

5,500 TIES: MP 0 to MP 22 – 4,000 and MP 28.0 to 38.5 1,500 ties (*75% of the 5,500 ties are in curves*)

328 Switch ties: See attachment A for sizes and location

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

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

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

4. Tamping
 - a. Tie gang will tamp all newly inserted ties as they are placed in the track and ballast will be replaced at ends of ties. Ballast regulator will be used to regulate ballast and reshape shoulders. Track needs to be restored to proper surface with a minimum of two insertions for each tie.

SURFACING & BALLAST REGULATION:

22 miles of track will be surfaced between MP 0 – MP 22. In addition to the 22 miles of continuous tamping there will be 2 miles of spot tamping between MP 22 and 38.5. This will be mostly in curves. The West Virginia Central Railroad will be responsible for proper ballast at these locations. The contractor will have to regulate and surface this area. There are 13 turnouts in the 22 mile section and no turnouts through the spot tamping section. Surfacing will be completed as follows:

- Final Surfacing, Alinement and Ballast Regulating
 - a. Contractor will use a Jackson 6700, Mark IV or equivalent tamper to give the track within the designated area a “skin lift” and establish best fit for curves including appropriate spirals. Surfacing will taper into bridges and grade crossings.
 - b. Track needs to be restored to proper surface with a minimum of two insertions for each tie.
 - c. WVCR will provide information on superelevation of curves.
 - d. When surfacing a turnout, tamping will continue for a distance of at least 100 feet onto the side track to ensure uniform surface through the turnout.
 - e. A ballast regulator will follow the tamper to regulate ballast and reshape shoulders. Contractor will place any additional ballast where it may be needed after surfacing. All curves with welded rail will have a ballast shoulder of at least 12 inches on the outside of the curve.
 - f. The contractor is responsible for repair of any damage done to grade crossing signal systems. Repairs must be done that same day.

WELD RAIL JOINTS:

There are 67 rail joints between MP 0 - 28. All joints marked for welding will only be on 4 bolt joints. These joints are to be thermite welded per manufacturer’s instructions. Contractor should follow AREMA section 2.5 for thermite welding of rail joints. See attachment B for rail size and location. The quality of all welds shall be checked by the contractor using magnetic particle or ultrasound inspection in accordance with AREMA Specifications for Fabrication of Continuous Welded Rail. Test results are to be provided to the WV State Rail Authority.

RAIL DEFECT – MP 4.3 AND MP 6.7

There are two rail defects at MP 4.3 and MP 6.7. MP 4.3 is a bad weld. The contractor will need to cut out the bad section and weld a piece back into place. At MP 6.7 a full stick of rail will need replaced and welded. The defect at MP 6.7 is in tangent track. Contractor will be responsible to cut out the defect and plug with needed length for welding. 131# rail remaining from MP 8.8 project will be used to replace the defective

section. Replaced rail will be thermite welded. (4 additional 131# weld kits for this project)

MP 8.8 – 8.9 – REPLACE PANEL TRACK

There are 15 panels of 131# rail that is 585' in length at this location. Contractor is to replace the riverside rail with the existing 470' of ribbon rail that is on site at this location. The 470' is actually two pieces equaling 470'. Contractor will use three sticks of the 131# rail that was removed to cut and thermite weld onto the 470' of ribbon rail to have a total of 585' of welded rail on the riverside of the track. (6- additional 131# weld kits for this project)

DITCHING at MP 25.7

Contractor will ditch from road crossing tapering down 300 feet from crossing to provide a drainage ditch.

CONDUCT OF WORK

Train Traffic: Freight trains run from MP 0 to 29 during late winter and spring, freight trains typically operate five days a week. During this time the contractor will be give a 10 hour window to work everyday. Excursion trains run weekends thru Memorial Day, and Thursday, Friday, Saturday and Sunday during June. Additional excursions may be scheduled during weekdays or weekends on an as needed basis. Updated schedules will be provided to the contractor by DGVR. The track must be made safe for train traffic on those days. Contractor will need to coordinate work with the Durbin & Greenbrier Valley Railroad, the operator of the WVCR. Contact for track access is Mark Smith, 304-642-3050 or wcvtrack@yahoo.com.

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

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

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

The successful bidder will be required to have ALL employees that will be working on this project attend a ½ day class on track safety and track access. This class will be given

one time for all employees that will be working on this project. This class will be given prior to the start of the contract. Any employee not in attendance will not be permitted to work on this project. Also a mandatory preconstruction meeting will be held with all employees working on the project, the WVCR operator and their employees and a representative from the SRA. This meeting will assure that everyone understands the entire scope of work as outlined in the awarded purchase order. Also, it will be mandatory that a weekly status report be submitted to the SRA. This report will be signed by the contractor and railroad representative and will list the work completed for the week. A final inspection of all completed work will be conducted by the contractor, the DGVR and an SRA representative to assure all work is completed as stated in the specifications. Final payment will be withheld until this inspection is complete.

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

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

Contractor will be responsible for clean-up of the work site. All debris and refuse will be removed from WVCR property and disposed of properly. This includes old crossties, switch ties and spikes removed during this project. All materials are to be disposed of offsite.

MATERIALS

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

WELD KITS

- 15 – 132# thermite weld kits
- 25– 131 # thermite weld kits – includes the 4.3, 6.7 and 8.8 projects
- 5 – 115 # thermite weld kits
- 26 - 112# thermite weld kits
- 4 - Comp 112-131 thermite weld kits
- 2 – Comp 115-132 thermite weld kits

Contractor is to follow the detailed manufacturer's instructions for the specific thermite process being used without deviation.

TIES

5,500 - Ties will be new 7" x 9" x 8'6" industrial grade ties. Specifications in AREMA Chapter 3 will govern. Ties will be mixed hardwoods and oak, 100% end plated and creosote treated to 7# retention or refusal. Contractor will provide treated tie plugs. Contractor will be responsible for all ties. Tie plates will be provided by the State Rail Authority where existing ties plates are defective or missing.

SWITCH TIES:

Switch Ties must meet AREMA specifications. 100% end plated and creosote pressure treated to 7# retention or refusal. Number and sizes below.

66 - 7" x 9" x 9'	32 - 7" x 9" x 14'
56 - 7" x 9" x 10'	33 - 7" x 9" x 15'
38 - 7" x 9" x 11'	24 - 7" x 9" x 16'
44 - 7" x 9" x 12'	1 - 7" x 9" x 17'
34 - 7" x 9" x 13'	

TIE PLATES

SRA Will provide tie plates where existing tie plates are defective or missing.

SPIKES

Spikes will be new and conform to AREMA specifications.

BIDDING REQUIREMENTS

The contractor **MUST** have previous experience in crosstie replacement, joint welding with thermite welds and track surfacing and regulating. References may be required to prove past experience.

There will not be a pre-bid for this project. Contractors can submit technical questions in writing to Frank Whittaker in the Purchasing Division via email at Frank.m.whittaker@wv.gov or via 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 cost sheet. Low bid will be determined by the lowest total amount for all unit costs multiplied by the quantities as listed on attached cost sheet:

RMA Cost Sheet

15

Line Item	Description	Unit Cost	Unit of Measure	Quantity	Extended Cost
	Tie Replacement <i>(including gaging of inserted tie)</i>				
1	Ties	\$ 79.46	per tie	5,500	\$ 437,030.00
2	Switch Ties:				
	9 foot	\$ 181.25	per tie	66	\$ 11,962.50
	10 foot	\$ 188.90	per tie	56	\$ 10,578.40
	11 foot	\$ 198.00	per tie	38	\$ 7,524.00
	12 foot	\$ 206.50	per tie	44	\$ 9,086.00
	13 foot	\$ 214.95	per tie	34	\$ 7,308.30
	14 foot	\$ 223.35	per tie	32	\$ 7,147.20
	15 foot	\$ 230.85	per tie	33	\$ 7,612.05
	16 foot	\$ 239.00	per tie	24	\$ 5,736.00
	17 foot	\$ 253.50	per tie	1	\$ 253.50
	Additional Surfacing/Ballast Regulation				
3	Additional Surfacing - Continuous MP 0-22	\$ 0.72	per track foot	116,160	\$ 83,635.20
				(22 miles)	
4	Additional Surfacing - Spot (Mainly Curves)	\$ 0.68	per track foot	10,560	\$ 7,180.80
				(2 miles)	
	Replace Defective Rail				
5	Replace Rail at MP 4.3 - Include welds	\$ 1,740.00	per rail	1	\$ 1,740.00
6	Replace Rail at MP 6.7 - Include welds	\$ 1,740.00	per rail	1	\$ 1,740.00
	Panel Track Replacement - 8.8-8.9				
7	Replace one complete side of Rail as described in RFQ - Including welds	\$ 8,240.00	each	1	\$ 8,240.00
	Ditching - MP 25.7				
8	Drainage Ditch at JF Allen Crossing	\$ 7.30	per foot	300	\$ 2,190.00
	Rail Joint Welding				
9	Thermite Joint Welds	\$ 500.00	Per Weld	67	\$ 33,500.00
Total Bid:					\$ 642,469.95

RMA Cost Sheet

Line Item	Description	Unit Cost	Unit of Measure	Quantity	Extended Cost
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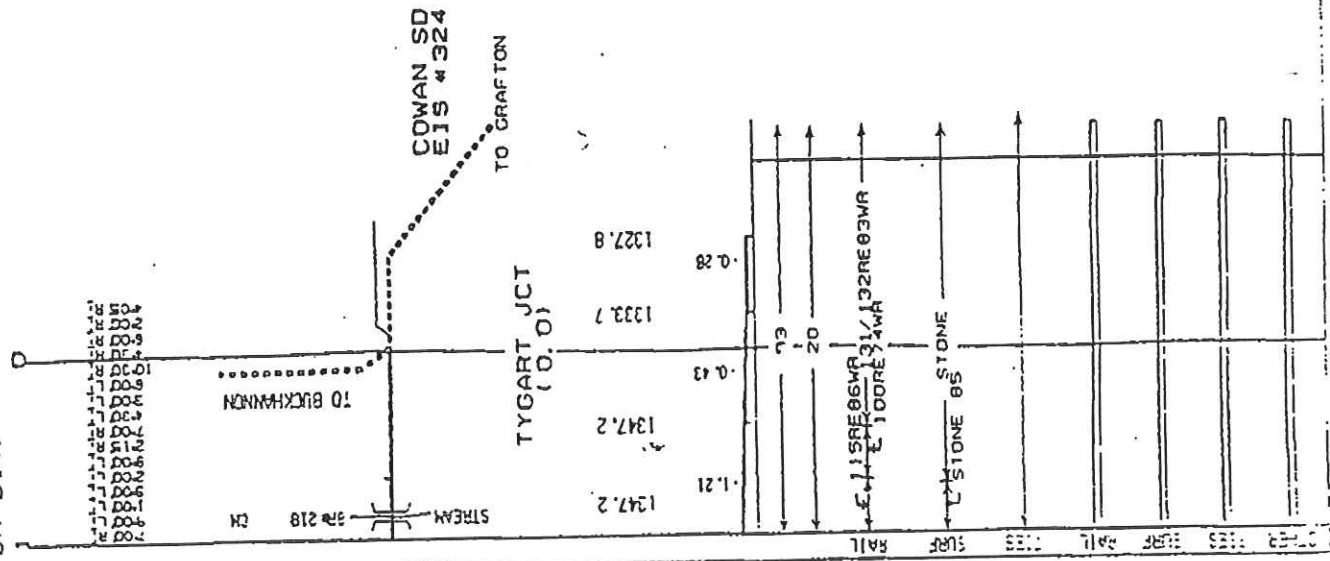
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Notes:

- 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.**

SWITCH NAME	M.P.	9'	10'	11'	12'	13'	14'	15'	16'	17'
COACH TR.	11.4	3		3		1	1	2	2	
ENGINE HOUSE	11.45		6	1	4		5	1	1	
SO. RUN AROUND	11.55		4	1	6	3		3		
FREIGHT	11.7	2						1		
RIVER	11.65	1	7		2		2			
NO. NORTON	21.6	3	1	1	4	3	1	3	3	
WILSON LUM.	28.1	9	6	5	3	1			3	
NO. INDUSTRIAL	28.3	9	3	6	3	4	7	4	5	1
NO WYE	28.4		2	5	3		2	4		
DAILY BR.	28.5	10	5	6	5	4	5	7	2	
SO. WYE	28.6	13	6	2	6	6	1	3	2	
NO. TUNNEL	32.8	6	4	4	4	2	2	4		
SO. TUNNEL	33		3		1	3	4			
NO. BOWDEN	38	4	4	1		2			1	
SO. BOWDEN	38.3	6	5	3	3	5	2	1	5	
		66	56	38	44	34	32	33	24	1

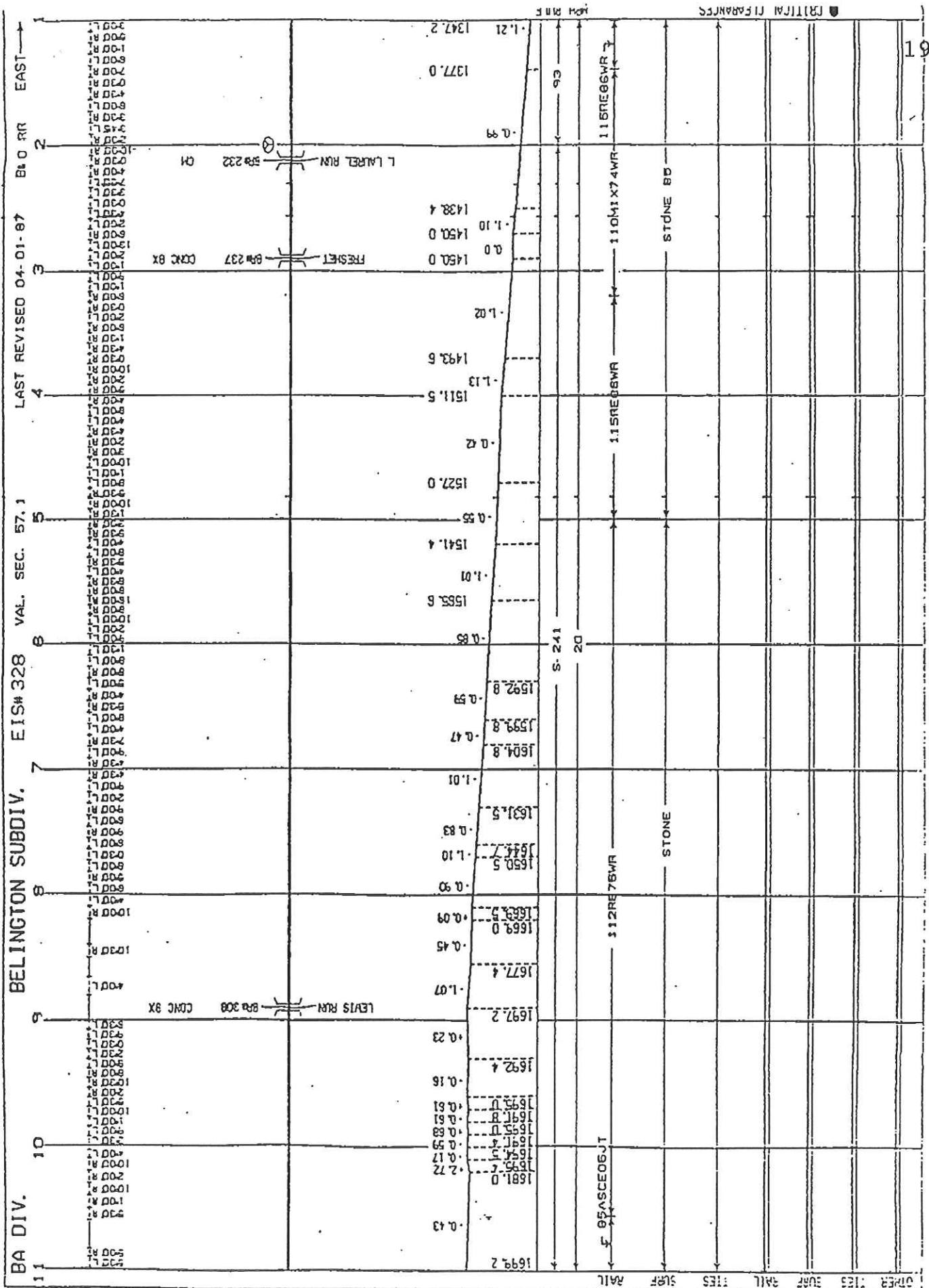
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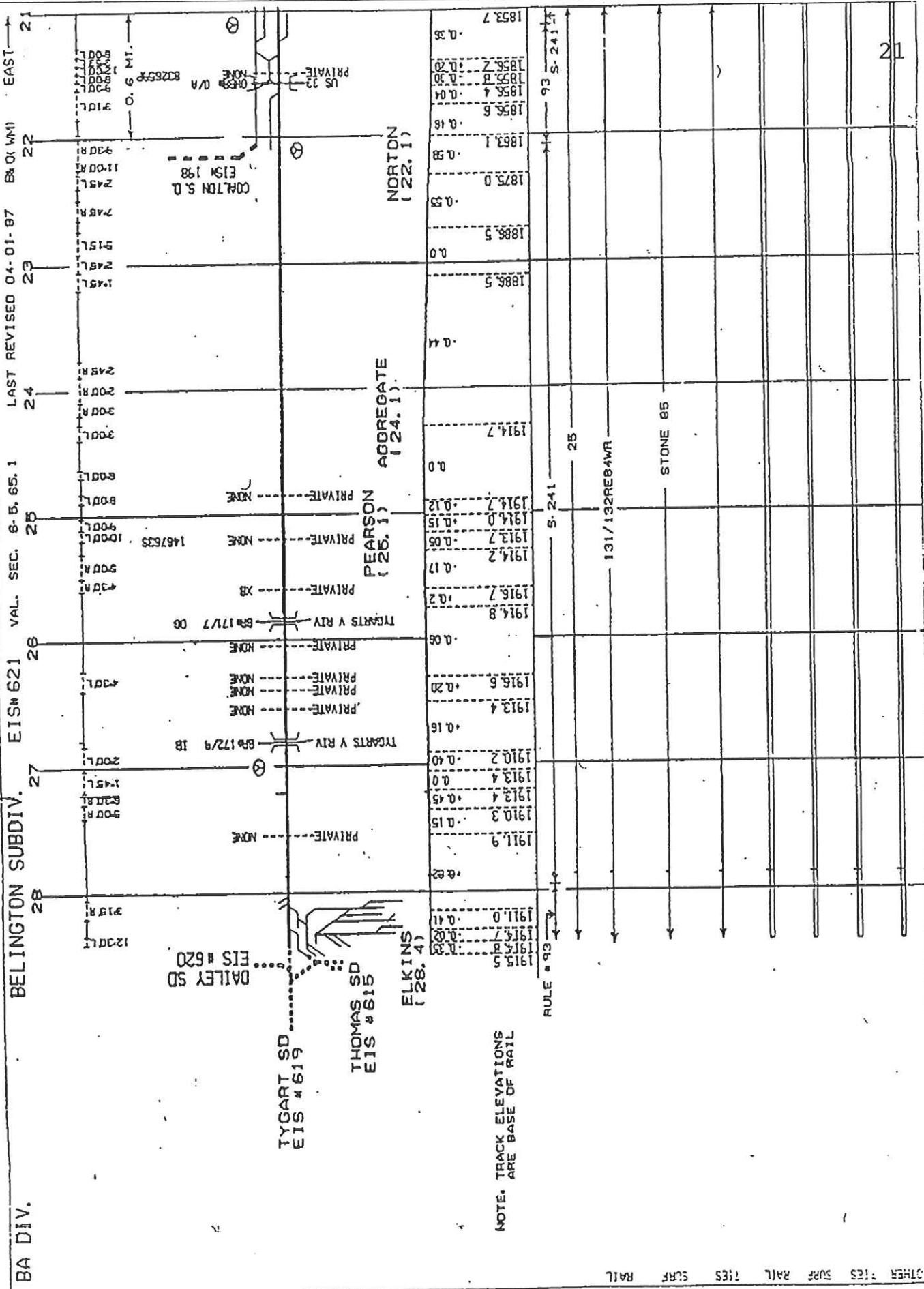
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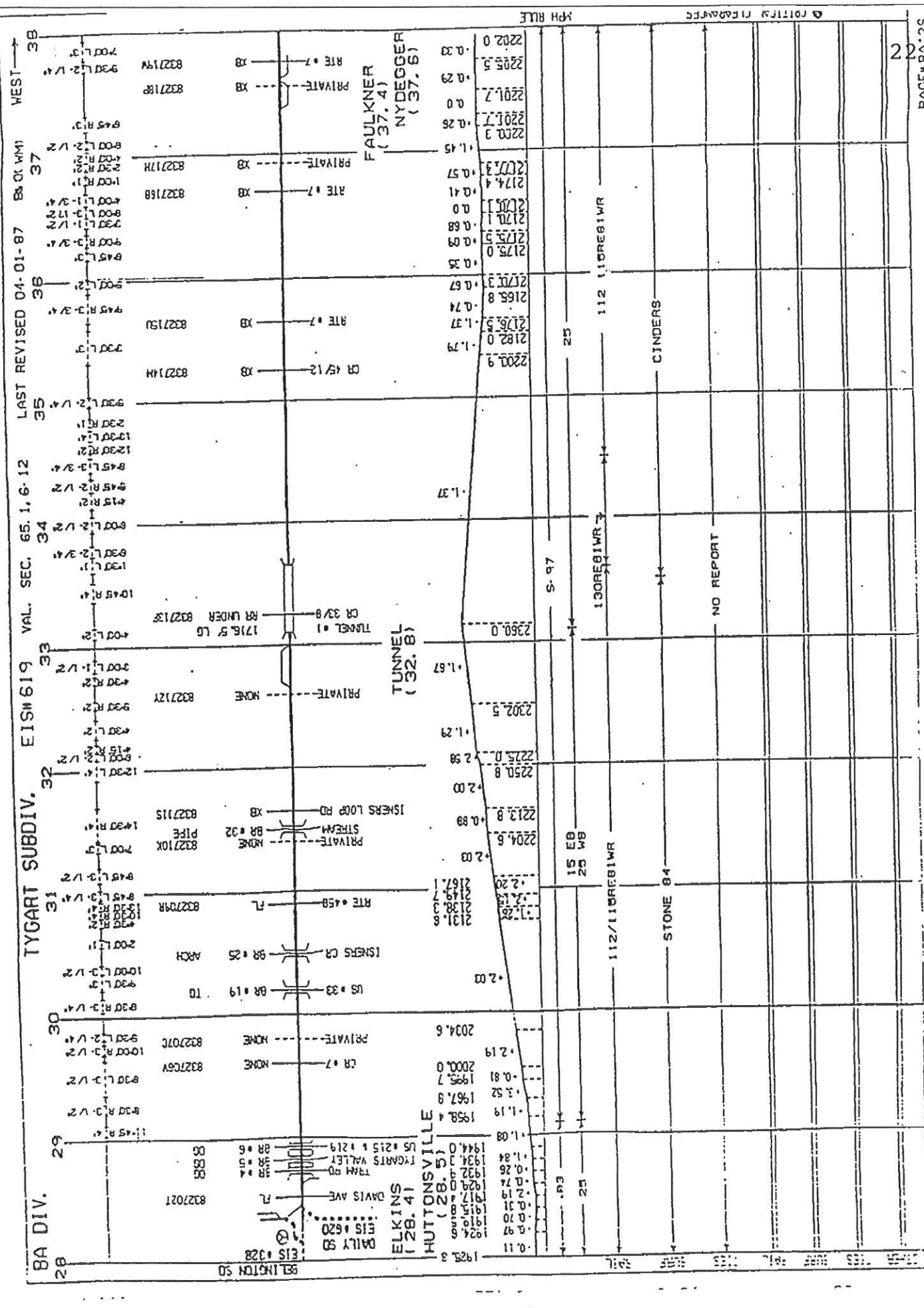
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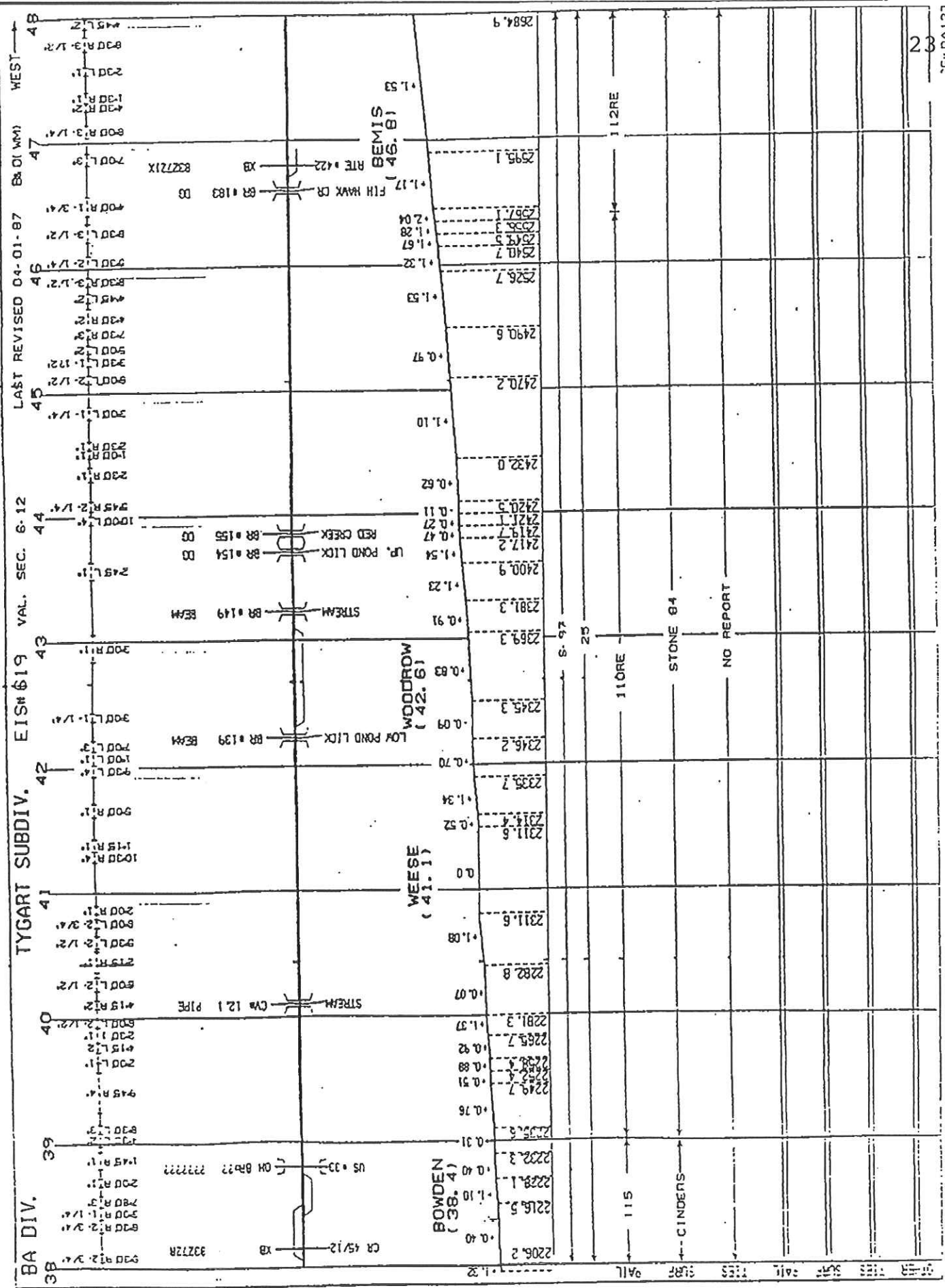
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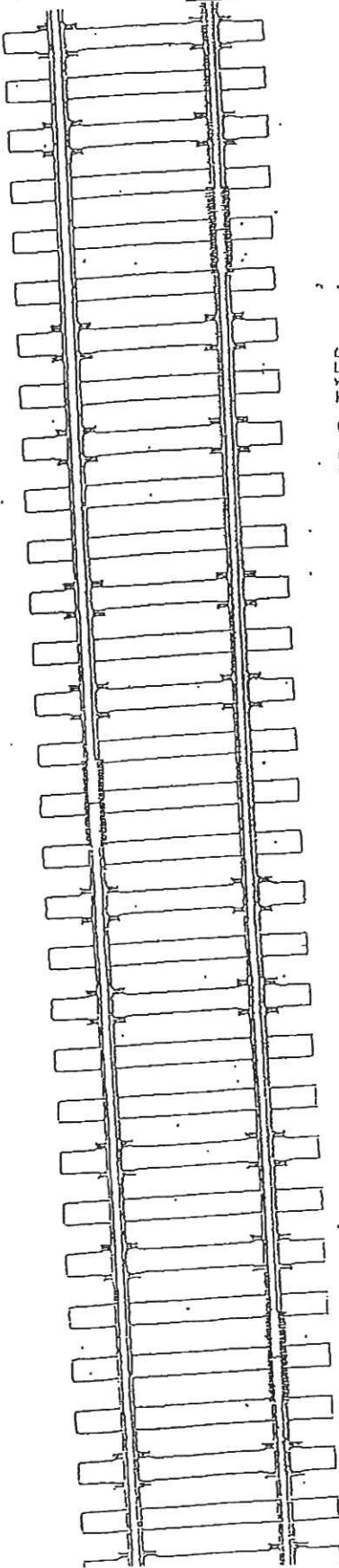
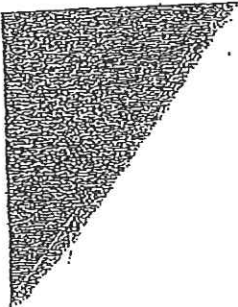




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PROGRAM HISTORY FOOTING SECTION



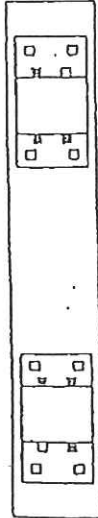
JOINTED RAIL - 16 ANCHORS PER 39 FOOT RAIL, BOX-ANCHOR 8 TIES.
RAIL ANCHOR PATTERNS



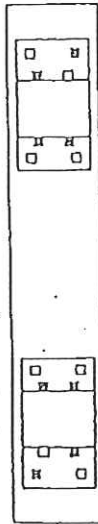
SPIKING PATTERN "A"



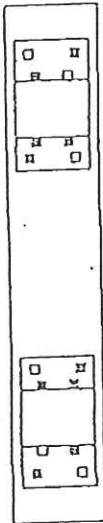
SPIKING PATTERN "B"



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 BY 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



One Glenlake Parkway, 11th Floor
Atlanta, GA 30328
beth.howard@willis.com
Direct (404)224-5071
Fax (404)224-5001

September 8, 2011

Balfour Beatty Rail, Inc.
1845 Town Center Blvd., Suite 200
Fleming Island, FL 32003

Re: TND 1503-SN-11

As you requested, we are pleased to provide the attached bid bond documents per your instructions. This bond was issued based upon the information we received from your office.

Please note the bond must be signed by an authorized representative of your company and if applicable, sealed with the corporate seal. We urge you to check all bond documents, including signatures, dates, amounts, job description, Power of Attorney and any other attachments to avoid the possibility of having a low bid rejected. Additionally, please verify that the bid bond form attached is the form required by the specifications.

The Surety authorized this bid bond based upon the general terms and conditions of your surety agreement and /or any special conditions specific to this bond that were previously communicated to your Company.

Thank you for the opportunity to service your surety needs. Should you have any questions, please do not hesitate to contact me or any member of your Willis surety team.

The bond has been approved for release.

Regards,

Beth Howard

Your Bid Results are very important. Please forward them to us as soon as the job bids.

Were you Low? Yes No

1st Bidder & Amount Bid _____

2nd Bidder & Amount Bid _____

3rd Bidder & Amount Bid _____

Your bid (if not listed above) _____

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Balfour Beatty Rail, Inc.
of Fleming Island, FL, as Principal, and Travelers Casualty and Surety Company of America
of Hartford, CT, a corporation organized and existing under the laws of the State of CT
with its principal office in the City of Hartford, as Surety, are held and firmly bound unto the State
of West Virginia, as Obligee, in the penal sum of Five Percent 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
Crosstie Replacement, Surfacing, Regulating, Welding of Rail Joints, Culvert
Installation, Installation of a Siding and Replacement Rail; RFQ Number: RMA12006

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
20th day of September, 2011.

Principal Corporate Seal

Balfour Beatty Rail, Inc.
(Name of Principal)

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

MARK SNAWHAM, VICE PRESIDENT
(Title)
Travelers Casualty and Surety Company of America
(Name of Surety)

Surety Corporate Seal

[Signature]
Rebecca E. Howard, Attorney-in-Fact

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



POWER OF ATTORNEY

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

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

Attorney-In Fact No. 223248

Certificate No. 004055700

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

Patty L. Mills, Rebecca E. Howard, David Oliver, and Courtney P. Warren

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

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 28th day of January, 2011.

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

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



State of Connecticut
City of Hartford ss.

By: [Signature]
George W. Thompson, Senior Vice President

On this the 28th day of January, 2011, before me personally appeared George W. Thompson, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

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



[Signature]
Marie C. Tetreault, Notary Public

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

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

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

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

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

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 20th day of September, 2011.


Kori M. Johanson, Assistant Secretary



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



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

STATE OF PENNSYLVANIA

COUNTY OF WASHINGTON, TO-WIT:

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

- 1. I am an employee of BALFOUR BEATTY RAIL, INC; and,
(Company Name)
- 2. I do hereby attest that BALFOUR BEATTY RAIL, INC.
(Company Name)

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

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

BALFOUR BEATTY RAIL, INC
(Company Name)

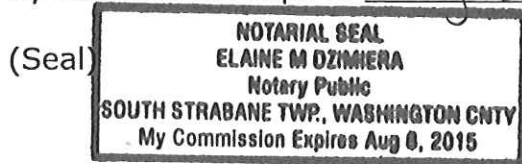
By: A. Lee Williams

Title: REGIONAL MANAGER

Date: 9/19/11

Taken, subscribed and sworn to before me this 19th day of September, 2011

By Commission expires August 8, 2015



Elaine M. Ozimera
(Notary Public)

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

RFQ No. RMA 12006

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: BALFOUR BEATTY RAIL, INC

Authorized Signature: [Signature] Date: 9/19/11

State of PENNSYLVANIA

County of WASHINGTON, to-wit:

Taken, subscribed, and sworn to before me this 19 day of September, 2011.

My Commission expires August 8, 2015.

AFFIX SEAL HERE

NOTARY PUBLIC [Signature]

