



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
RMA12010

PAGE
1

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

VENDOR

RFQ COPY
 TYPE NAME/ADDRESS HERE
 Atlas Railroad Construction, LLC
 1253 State Route 519
 Eighty Four, PA 15330

SHIP TO

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
11/28/2011				

BID OPENING DATE: 12/08/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
***** ADDENDUM NO. 3 *****						
THIS ADDENDUM IS ISSUED TO PROVIDE THE ATTACHED TECHNICAL QUESTIONS AND ANSWERS.						
THE BID OPENING DATE AND TIME HAVE NOT CHANGED.						
***** END ADDENDUM NO. 3 *****						
001	1	EA		160-52	165,495.00	165,495.00
TWO TURNOUTS AND ASSOCIATED TRACKWORK ON SBVR						



SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Gregory Susko</i>	TELEPHONE 724-228-4500	DATE 12/06/2011
TITLE Gregory Susko, Vice President	FEIN 80-0629111	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) AND REQUEST FOR PROPOSAL (RFP)

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 13. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at www.state.wv.us/admin/purchase/vrc/hipaa.html 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.
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- 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.

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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).



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 October 26, 2011 Prebid Meeting for the Installation of Two Turnouts and Associated Trackwork on the South Branch Valley Railroad.

From: John Philbrick, Superintendent

Date: November 14, 2011

RE: Addendum #3 to RFQ #RMA12010 – Two Turnouts and Associated Trackwork on SBVR

NOTE: This addendum answers the following two questions. There are no other changes to the previous addendum.

Question 1: In the materials being provided by the contractor under Item #3 “crossties,” is 1,100 crossties. Is this a typo? Should it be 110 crossties? It is our understanding that we will be required to install all new ties for the 100 foot track extension (say 50 ties) and track restoration for the turnout removal (say 66 ties).

Answer: The reference to 1,100 ties should not have been in the addendum. The number of new ties required for the 100-foot extension of the side track and for the main track where the existing turnout is removed will be determined by the tie spacing given under the “ties” section of the addendum.

Question 2: We can re-use the rail being removed for the new turnout location to restore the main track where the existing turnout is being removed? The 132# rail being furnished would be just for the 100 foot track extension and for the new turnouts?

Answer: That is correct.



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11/15/2011				

BID OPENING DATE: 12/08/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
***** ADDENDUM NO. 2 *****						
THIS ADDENDUM IS ISSUED TO EXTEND TH BID OPENING DATE AND TIME TO: 12/08/2011 AT 1:30 PM.						
A SUBSEQUENT ADDENDUM WILL BE ISSUED AT A LATER DATE TO PROVIDE THE TECHNICAL QUESTIONS AND ANSWERS.						
***** END ADDENDUM NO. 2 *****						
0001	1	EA		160-52	165,495.00	165,495.00
TWO TURNOUTS AND ASSOCIATED TRACKWORK ON SBVR						
***** THIS IS THE END OF RFQ RMA12010 ***** TOTAL:						165,495.00

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Gregory Susko</i>	TELEPHONE 724-228-4500	DATE December 6, 2011
TITLE Gregory Susko, Vice President	FEIN 80-0629111	ADDRESS CHANGES TO BE NOTED ABOVE

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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.

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 26836 · 304-538-2305

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
11/07/2011				

BID OPENING DATE: **11/17/2011** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
***** ADDENDUM NO. 1 ***** THIS ADDENDUM IS ISSUED TO: 1) TO REPLACE THE ORIGINAL SPECIFICATIONS WITH THE ATTACHED REVISED SPECIFICATIONS. 2) PROVIDE THE ATTACHED MANDATORY PRE-BID SIGN-IN SHEET. ***** END ADDENDUM NO. 1 *****						
0001	1	EA		160-52	165,495.00	165,495.00
TWO TURNOUTS AND ASSOCIATED TRACKWORK ON SBVR						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Gregory Susko</i>	TELEPHONE 724-228-4500	DATE December 6, 2011
TITLE Gregory Susko, Vice President	FAX 80-0629111	ADDRESS CHANGES TO BE NOTED ABOVE

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LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
***** THIS IS THE END OF RFQ RMA12010 ***** TOTAL:						165,495.00

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Gregory Susko</i>	TELEPHONE 724-228-4500	DATE December 6, 2011
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000003

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 October 26, 2011 Prebid Meeting for the Installation of Two Turnouts and Associated Trackwork on the South Branch Valley Railroad.

From: John Philbrick, Superintendent

Date: October 28, 2011

RE: Addendum to RFQ #RMA12010 – Two Turnouts and Associated Trackwork on SBVR

NOTE: This addendum replaces the original RFQ in its entirety.

DESCRIPTION OF WORK

Green Spring Turnout and Trackwork: Install a new or reconditioned 132RE #10 RBM turnout approximately 100 feet north of the existing turnout, remove the existing turnout, replace the old switch ties with new crossties and connect the side track with the new turnout. The point of switch for the turnout will be marked in the field.

Moorefield Turnout and Trackwork: Replace the existing feed mill switch with a new or reconditioned 132RE #8 RBM turnout.

CONDUCT OF WORK

General

The Green Spring site is located within yard limits. This is non-controlled track that is used jointly by SBVR and CSX train crews. The Moorefield site is also located within yard limits. SBVR will provide roadway worker protection and communication with the control office in Moorefield at both work sites. Contractor will be given a three-day window over a weekend for each location. SBVR must be given at least two weeks' notice to inform SBVR customers and CSX.

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

A 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.

The contractor is responsible for clean-up of the work site. All debris and refuse will be removed from SBVR property and disposed of properly. Old rail, switches and OTM will be placed in piles on the right of way clear of tracks and will remain the property of the SBVR.

On-track machinery and equipment can be stored on side tracks at Green Spring and Moorefield. There is no direct vehicular access to the Moorefield location. No materials or equipment may be placed on property adjacent to the SBVR right of way without the property owner's permission.

The contractor will use Heavy & Highway Construction Rates as established for Hampshire (Green Spring) and Hardy (Moorefield) Counties. These rates are pursuant to WV Code § 21-5A, et. Seq. and are available at www.wvsos.com/adlaw/wagerates. The contractor will be responsible for submitting certified payrolls to the SRA.

Site Preparation

The SBVR has widened the grade at Green Spring for the new turnout and the extension of the side track. The light pole at Green Spring will be relocated by SBVR.

Turnouts and Track Layout

Both turnouts will be built to AREMA design specifications. Filter fabric will be placed under the ballast and switch stands shall be placed eight feet from the center line of the track. The point of switch for the Green Spring turnout will be marked in the field. Both turnouts will use bolted joints. The side track extension at Green Spring will have rail joints welded.

Ties

All ties shall be placed in the track at right angles to the centerline of the track. The end of the tie on the line side shall be 4'3" from the centerline of the track. Switch ties shall be lined on the straight side, unless otherwise noted on plans. Crossties will not be spaced in excess of 21" centers in main track or in excess of 24" in side tracks. Switch ties will be spaced according to design. Where an existing tie is being respiked, it must be adzed, when necessary, to give the tie plate a full bearing across the tie and parallel with the plane of the track. Spike holes shall be plugged prior to placement of rail.

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

Rail

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

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

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

Bolted joints are to be centered between ties when possible. Field welded joints are to be centered between ties.

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

Welded Rail Joints

Joints in the Green Spring side track extension are to be thermite welded per the manufacturer's instructions. Contractor will follow AREMA section 2.5 for thermite welding of rail joints. 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 SBVR.

Spiking

Rail will be gaged to 56 ½ inches plus or minus ¼ inch measured on a plane 5/8 inch below top of rail. All ties shall be spiked with new spikes in the appropriate pattern as required by SBVR standards (Attachment A). Old spikes will not be reused. Spikes shall be started and driven vertically and square with the rail. Spikes shall have full bearing against the side of the rail base. Spikes shall not be overdriven; a gap of 1/8 to 3/16 inch shall remain between the underside of the spike and the top of the rail base.

Rail Anchoring

The Green Spring side track extension will have every other tie box anchored, i.e., an anchor on each side of a tie, on both rails, or four (4) anchors applied to one tie. Ties on the main track at Green Spring will be box anchored for 200 feet north of the point of switch. The Green Spring and Moorefield turnouts will have all ties possible box anchored on the through and diverging routes. Anchors shall be applied to the gage side of the rail against the same tie face on opposite rails. Rail anchors shall be securely fastened to the rail and have a solid bearing against the ties. They shall not be moved by driving them along the rail.

Ballast Section

There will be at least six inches of ballast between the filter fabric and bottom of switch ties. There will be six inches of ballast between the ends of the ties and the slope of the ballast shoulder. Cribs will be filled but no ballast will be left on top of the ties.

Surfacing and Alinement

Both turnouts and the new section of track at Green Spring will be surfaced and lined to match existing tracks. When surfacing a turnout, tamping will continue for a distance of at least 100 feet beyond the turnout to ensure uniform surface through the turnout. Contractor will use a mechanical tamper. Two insertions will be made for each tie.

MATERIALS

SBVR will provide the following:

1. Ballast at Moorefield. (Contractor will transport ballast to job site and place in track.)
2. A&K EZ-OP 51-A switch stand for Moorefield turnout (from existing turnout).
3. Switch plates for Moorefield turnout (from existing turnout).

Contractor will provide the following:

All materials must conform to AREMA design specifications where applicable.

1. Turnouts: One 132RB #8 RBMI turnout and one 132RE #10 RBMI turnout per AREMA design specifications. Switches may be new or reconditioned. Switch stand for the Green Spring turnout will be a new A&K EZ-OP 51-A. Self guarded frogs will not be accepted. The switch plates from the existing switch at Moorefield may be reused in the new switch.
2. Switch Ties: One set of switch ties for a #8 turnout and one set for a #10 turnout. Switch ties will be 100% end-plated, mixed hardwoods and oak, creosote pressure-treated to 7# or refusal.
3. Crossties: Ties shall be 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# or refusal. 1,100 crossties will be needed for the new runaround track.
4. Filter Fabric: For use beneath both turnouts. It shall be sixteen-ounce needle punch, non-woven.

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

6. Tie Plugs: Tie plugs shall be 5/8 inch and creosote-treated. Foam spike hole filler may also be used.

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

8. Rail Anchors: These shall be new drive-on design and be the proper size for the rail to which they are applied.

9. Track Bolts: New standard heat-treated carbon steel track bolts and nuts shall conform to the type and weight of the track material being used. Spring washers of the appropriate size shall be used on each bolt.

10. 132RE Rail: Rail shall conform to the following:

- a. Wear shall be no greater than 1/4" on both the top and gage side.
- b. Rails shall be straight horizontally except that not more than 10% of the order may have horizontal curves not greater than indicated by the mid-ordinate of 1/4" in thirty feet.
- c. Rails shall be straight vertically with no upsweep or droop permissible.
- d. Rails shall be clean in appearance and free of obvious defects. Slight indentations or spike notching with a maximum depth of 1/8" and maximum length of 3/4" is permissible. Slight pitting is also allowable. Webs must be free of visual defects. Slight pitting is permissible. Rails shall have gage wear on one side only. Metal flow on rail head shall not exceed 1/8" per side. Engine burns shall not be greater than 1/2" wide by 1 1/2" long by 1/16" deep, shall not exceed two per rail and shall affect no more than 10% of the entire order.
- e. Manganese steel rails shall not be provided. All rails shall be control cooled in accordance with AREMA specifications in effect at the time of the rail's manufacture.

11. Joint Bars: Six holes per bar with drilling pattern to match the above rail.

12. Compromise Bars: 132RE/112RE, six holes per bar to connect Moorefield switch to feed mill lead.

13. Rail Weld Kits: Thermitic welds for the Green Spring side track extension.

14. Ballast: Contractor will provide ballast for Green Spring. The local supplier is Allegany Aggregates at 301-777-1777.

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

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

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

COMPLETION DATE

The completion date for this project is June 30, 2012. The cost to the SBVR for the administration of the contract as well as train delays that will be incurred after that date make it necessary for the SBVR to assess liquidated damages against the contractor for each calendar day any work remains uncompleted after that date. The charge will be \$500.00 per day.

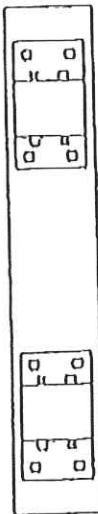
BID REQUIREMENTS

The contractor MUST have previous experience in railroad track construction.

All questions are to go to Frank Whittaker at the Purchasing Division at 304-558-2316 or at frank.m.whittaker@wv.gov. Contractors are not to contact the State Rail Authority directly. 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 unit costs multiplied by the quantities as listed on the attached cost sheet.

Attachment A

SPIKING PATTERN "A"



SPIKING PATTERN "B"



SPIKING PATTERN "C"



SPIKING PATTERN "D"



≡ - 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.

TRACK TYPE, TRACK ALIGNMENT, AND SPEED AUTHORIZED	SPIKES PER TIC 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

MAIN TRACK SPIKING PATTERNS
SIDE TRACK SPIKING PATTERNS

SBVR Turnout Installation Cost Sheet

Line Item	Description	Unit Cost	Unit of Measure	Quantity	Extended Cost
	Turnout Installation				
1	Green Spring Turnout - complete with associated trackwork	\$ 108,820.00	per turnout	1	\$ 108,820.00
2	Moorefield Turnout - complete with associated trackwork	\$ 56,675.00	per turnout	1	\$ 56,675.00
			Total Bid:		\$ 165,495.00

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.

Pre-Bid Conference
SIGN IN SHEET

[Please Print]

Request for Proposal No.: RMA 12010 - Two Turnouts Date: 10/26/11
and Associated Trackwork on SBVR

Firm & Representative Name

Mailing Address

Telephone &
FAX Numbers

- | | | |
|---|---|--|
| 1. <u>GW Peoples</u>
<u>Roy Hawkins</u> | <u>rhawkins@gwpeoples.com</u>
<u>600 N Bell Ave. Suite 210 Carnegie PA 15106</u> | T: <u>412-720-0985</u>
F: _____ |
| 2. <u>Ben Swope</u>
<u>Fritz Rumer-Cooke Co</u> | <u>bswope@fixrail.com</u>
<u>Po Box 07884 Columbus OH 43207</u> | T: <u>614-444-8844</u>
F: <u>614 444 7224</u> |
| 3. <u>Richard Hill</u>
<u>American Railroad</u> | <u>americanrail@att.net</u>
<u>2870 Normandy Dr.</u>
<u>Atlanta, GA 30305</u> | T: <u>404-915-3124</u>
F: <u>770-393-0110</u> |
| 4. <u>Balfour Beatty Rail</u>
<u>LEE WILLIAMS</u> | <u>1600 RTE 136</u>
<u>WASHINGTON, PA 15301</u> | T: <u>724-228-7636</u>
F: <u>724-884-0025</u> |
| 5. <u>Atlas RR Const.</u>
<u>Jim Keys</u> | <u>1253 St. Pk J 19</u>
<u>Eggleston Four, PA 15320</u> | T: <u>724-228-4500</u>
F: <u>724-228-3183</u> |
| 6. <u>ARMOND CASSIL R.R. Const.</u>
<u>DAVE MAGA</u> | <u>6403 RINKE ST.</u>
<u>WARREN, WI 48091</u> | T: <u>586-754-4200</u>
F: <u>586-754-4408</u> |
| 7. <u>BOB MATTHEWS</u>
<u>AMTRAC RR CONTRACTORS</u> | <u>9436 EARLEY DRIVE</u>
<u>HAGERSTOWN, MD 21240</u> | T: <u>301-797-3730</u>
F: <u>301-797-3740</u> |
| 8. _____
_____ | _____ | T: _____
F: _____ |
| 9. _____
_____ | _____ | T: _____
F: _____ |
| 10. _____
_____ | _____ | T: _____
F: _____ |

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



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
RMA12010

PAGE
1

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

VENDOR

RFQ COPY
 TYPE NAME/ADDRESS HERE
Atlas Railroad Construction, LLC
1253 State Route 519
Eighty Four, PA 15330

SHIP TO

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
09/27/2011				

BID OPENING DATE: **11/17/2011** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	EA		160-52	165,495.00	165,495.00
<p>TWO TURNOUTS AND ASSOCIATED TRACKWORK ON SBVR</p> <p>THE WEST VIRGINIA PURCHASING DIVISION, FOR THE AGENCY, THE WEST VIRGINIA STATE RAIL AUTHORITY IS SOLICITING BIDS FOR THE CONSTRUCTION OF TWO (2) TURNOUTS AND ASSOCIATED TRACK WORK ON THE SOUTH BRANCH VALLEY RAILROAD (SVBR) PER THE ATTACHED SPECIFICATIONS.</p> <p style="text-align: center;">MANDATORY PRE-BID</p> <p>A MANDATORY PRE-BID WILL BE HELD 10/26/2011 AT 10:00 AM AT THE (SBVR) INTERCHANGE AT GREEN SPRING, WV. ALL INTERESTED PARTIES ARE REQUIRED TO ATTEND THIS MEETING FAILURE TO ATTEND THE MANDATORY PRE-BID SHALL RESULT IN DISQUALIFICATION OF THE BID. NO ONE PERSON MAY REPRESENT MORE THAN ONE BIDDER.</p> <p>AN ATTENDANCE SHEET WILL BE MADE AVAILABLE FOR ALL POTENTIAL BIDDERS TO COMPLETE. THIS WILL SERVE AS THE OFFICIAL DOCUMENT VERIFYING ATTENDANCE AT THE MANDATORY PRE-BID. FAILURE TO PROVIDE YOUR COMPANY AND REPRESENTATIVE NAME ON THE ATTENDANCE SHEET WILL RESULT IN DISQUALIFICATION OF THE BID. THE STATE WILL NOT ACCEPT ANY OTHER DOCUMENTATION TO VERIFY ATTENDANCE. THE BIDDER IS RESPONSIBLE FOR ENSURING THEY HAVE COMPLETED THE INFORMATION REQUIRED ON THE ATTENDANCE SHEET. THE PURCHASING DIVISION AND THE STATE AGENCY WILL NOT ASSUME ANY RESPONSIBILITY FOR A BIDDER-S FAILURE TO COMPLETE THE PRE-BID ATTENDANCE SHEET. IN ADDITION, WE REQUEST THAT ALL POTENTIAL BIDDERS INCLUDE THEIR E-MAIL ADDRESS AND FAX NUMBER.</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Gary Susko</i>	TELEPHONE 724-228-4500	DATE December 6, 2011
TITLE Gregory Susko, Vice President	FEIN 80-0629111	ADDRESS CHANGES TO BE NOTED ABOVE

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

GENERAL TERMS & CONDITIONS REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)

1. Awards will be made in the best interest of the State of West Virginia.
 2. The State may accept or reject in part, or in whole, any bid.
 3. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
 4. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods this Purchase Order/Contract becomes void and of no effect after June 30.
 5. Payment may only be made after the delivery and acceptance of goods or services.
 6. Interest may be paid for late payment in accordance with the *West Virginia Code*.
 7. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
 8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
 9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
 10. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern the purchasing process.
 11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
 12. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
 13. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at www.state.wv.us/admin/purchase/vrc/hipaa.htm 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).



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
RMA12010

PAGE
2

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

VENDOR
 RFQ COPY
 TYPE NAME/ADDRESS HERE
 Atlas Railroad Construction, LLC
 1253 State Route 519
 Eighty Four, PA 15330

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

DATE PRINTED 09/27/2011	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
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BID OPENING DATE: **11/17/2011** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>ALL POTENTIAL BIDDERS ARE REQUESTED TO ARRIVE PRIOR TO THE STARTING TIME FOR THE PRE-BID. BIDDERS WHO ARRIVE LATE, BUT PRIOR TO THE DISMISSAL OF THE TECHNICAL PORTION OF THE PRE-BID WILL BE PERMITTED TO SIGN IN. BIDDERS WHO ARRIVE AFTER CONCLUSION OF THE TECHNICAL PORTION OF THE PRE-BID, BUT DURING ANY SUBSEQUENT PART OF THE PRE-BID WILL NOT BE PERMITTED TO SIGN THE ATTENDANCE SHEET.</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 ALL TECHNICAL QUESTIONS IS 11/01/2011 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> <p>NOTICE TO PROCEED: THIS CONTRACT IS TO BE COMPLETED BY 06/30/2012. THE AGENCY WILL ISSUE THE NOTICE TO PROCEED IN WRITING.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Gregory Susko</i>	TELEPHONE 724-228-4500	DATE December 6, 2011
TITLE Gregory Susko, Vice President	FEIN 80-0629111	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
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Request for Quotation

RFQ NUMBER
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304-558-2316

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(DBA) SOUTH BRANCH VALLEY
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LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>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 HAMPSHIRE COUNTY, PURSUANT TO WEST VIRGINIA CODE 21-5A, ET, SEQ. (PREVAILING WAGE RATES APPLY TO THIS PROJECT)</p> <p>ARBITRATION: ANY REFERENCES MADE TO ARBITRATION OR INTEREST FOR PAYMENTS DUE (EXCEPT FOR ANY INTEREST REQUIRED BY STATE LAW) CONTAINED IN THIS CONTRACT OR IN ANY AMERICAN INSTITUTE OF ARCHITECTS DOCUMENTS PERTAINING TO THIS CONTRACT ARE HEREBY DELETED.</p> <p>WORKERS' COMPENSATION: VENDOR IS REQUIRED TO PROVIDE A CERTIFICATE FROM WORKERS' COMPENSATION IF SUCCESSFUL.</p> <p>ALL OF THE ITEMS CHECKED BELOW WILL BE A REQUIREMENT OF THIS CONTRACT:</p> <p>(XX) INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF COMMERCIAL GENERAL LIABILITY INSURANCE PRIOR TO ISSUANCE OF CONTRACT. UNLESS OTHERWISE SPECIFIED IN THE BID DOCUMENTS, THE MINIMUM AMOUNT OF INSURANCE COVERAGE REQUIRED IS \$250,000.</p> <p>() BUILDERS RISK INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF BUILDERS RISK - ALL RISK INSURANCE IN AN AMOUNT EQUAL TO 100% OF THE AMOUNT OF THE CONTRACT.</p> <p>(XX) BONDS: FIVE PERCENT (5%) OF THE TOTAL AMOUNT OF THE BID PAYABLE TO THE STATE OF WEST VIRGINIA, SHALL B</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Gregory Susko</i>	TELEPHONE 724-228-4500	DATE December 6, 2011
TITLE Gregory Susko, Vice President	FEIN 80-0629111	ADDRESS CHANGES TO BE NOTED ABOVE

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4

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

RFQ COPY

TYPE NAME/ADDRESS HERE

**Atlas Railroad Construction, LLC
 1253 State Route 519
 Eighty Four, PA 15330**

**WV STATE RAIL AUTHORITY
 (DBA) SOUTH BRANCH VALLEY
 RAILROAD
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 26836 304-538-2305**

VENDOR

SHIP TO

DATE PRINTED 09/27/2011	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
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BID OPENING DATE: **11/17/2011** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>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 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 & 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</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Gregory Susko</i>	TELEPHONE 724-228-4500	DATE December 6, 2011
TITLE Gregory Susko, Vice President	FEIN 80-0629111	ADDRESS CHANGES TO BE NOTED ABOVE

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



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DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
09/27/2011				
BID OPENING DATE: 11/17/2011		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>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 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</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Gregory Susko</i>	TELEPHONE 724-228-4500	DATE December 6, 2011
TITLE Gregory Susko, Vice President	FEIN 80-0629111	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ. INSERT NAME AND ADDRESS IN SPACE ABOVE IF ARFI FD '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
RMA12010

PAGE
6

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

VENDOR

RFQ COPY
 TYPE NAME/ADDRESS HERE
 Atlas Railroad Construction, LLC
 1253 State Route 519
 Eighty Four, PA 15330

SHIP TO

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
09/27/2011				

BID OPENING DATE: 11/17/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
				<p>AND A LIST OF ALL PARTIES THAT HAVE PROCURED DRAWINGS AND SPECIFICATIONS FOR THE PROJECT. THE ADDENDUM AND LIST SHALL BE FORWARDED TO THE BUYER IN THE STATE PURCHASING DIVISION. THE ARCHITECT/ENGINEER SHALL ALSO SEND A COPY OF THE ADDENDUM TO THE STATE AGENCY FOR WHICH THE CONTRACT IS ISSUED.</p> <p>(2) THE BUYER SHALL SEND THE ADDENDUM TO ALL INTERESTED PARTIES AND, IF NECESSARY, EXTEND THE BID OPENING DATE. ANY ADDENDUM SHOULD BE RECEIVED BY THE BUYER WITHIN FOURTEEN (14) DAYS PRIOR TO THE BID OPENING DATE.</p> <p>(3) ALL ADDENDA SHOULD BE FORMALLY ACKNOWLEDGED BY ALL BIDDERS AND SUBMITTED TO THE STATE PURCHASING DIVISION. THE SAME RULES AND REGULATIONS THAT APPLY TO THE ORIGINAL BIDDING DOCUMENT SHALL ALSO APPLY TO AN ADDENDUM DOCUMENT. THE ONLY EXCEPTION MAY BE FOR AN ADDENDUM THAT IS ISSUED FOR THE SOLE PURPOSE OF CHANGING A BID OPENING TIME AND/OR DATE.</p> <p>REV. 11/96</p> <p>EXHIBIT 10</p> <p>ADDENDUM ACKNOWLEDGEMENT</p> <p>I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.</p> <p>ADDENDUM NOS.:</p> <p>No. 1 11/07/2011.....</p>		

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Gregory Susko</i>	TELEPHONE 724-228-4500	DATE December 6, 2011
TITLE Gregory Susko, Vice President	FEIN 80-0629111	ADDRESS CHANGES TO BE NOTED ABOVE

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09/27/2011				

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LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
NO. 2						
NO. 3						
NO. 4						
NO. 5						
<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>.....SIGNATURE Atlas Railroad Construction, LLCCOMPANY December 6, 2011DATE</p> <p>REV. 11/96</p> <p>CONTRACTORS LICENSE</p> <p>WEST VIRGINIA STATE CODE 21-11-2 REQUIRES THAT ALL PERSONS DESIRING TO PERFORM CONTRACTING WORK IN THIS STATE MUST BE LICENSED. THE WEST VIRGINIA CONTRACTORS LICENSING BOARD IS EMPOWERED TO ISSUE THE CONTRACTORS LICENSE. APPLICATIONS FOR A CONTRACTORS LICENSE MAY B</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
<i>Gregory Susko</i>	724-228-4500	December 6, 2011
TITLE	ADDRESS CHANGES TO BE NOTED ABOVE	
Gregory Susko, Vice President	FEIN 80-0629111	

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



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Request for Quotation

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

VENDOR

RFQ COPY
 TYPE NAME/ADDRESS HERE
**Atlas Railroad Construction, LLC
 1253 State Route 519
 Eighty Four, PA 15330**

SHIP TO

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DATE PRINTED 09/27/2011	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
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BID OPENING DATE: **11/17/2011** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
				<p>MADE BY CONTACTING THE WEST VIRGINIA DIVISION OF LABOR CAPITOL COMPLEX, BUILDING 3, ROOM 319, CHARLESTON, WV 25305. TELEPHONE: (304) 558-7890.</p> <p>WEST VIRGINIA STATE CODE 21-11-11 REQUIRES ANY PROSPECTIVE BIDDER TO INCLUDE THE CONTRACTORS LICENSE NUMBER ON THEIR BID.</p> <p>BIDDER TO COMPLETE:</p> <p>CONTRACTORS NAME: Atlas Railroad Construction, LLC</p> <p>CONTRACTORS LICENSE NO.: WV048542</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>		

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Gregory Susko</i>	TELEPHONE 724-228-4500	DATE December 6, 2011
TITLE Gregory Susko, Vice President	FEIN 80-0629111	ADDRESS CHANGES TO BE NOTED ABOVE

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Request for Quotation

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BID OPENING DATE: **11/17/2011** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
	REV. 5/2009					
	<p>NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p>DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130</p> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER: 44</p> <p>REQ. NO.: RMA12010</p> <p>BID OPENING DATE: 11/17/2011</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: 724-228-3183</p> <p>-----</p> <p>PLEASE PRINT OR TYPE NAME OF PERSON TO CONTACT CONCERNING THIS QUOTE: Gregory Susko</p>					

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE *Gregory Susko* TELEPHONE **724-228-4500** DATE **December 6, 2011**

TITLE **Gregory Susko, Vice President** FEIN **80-0629111** 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
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 Charleston, WV 25305-0130

Request for Quotation

RFQ NUMBER
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ADDRESS CORRESPONDENCE TO ATTENTION OF:
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 304-558-2316**

RFQ COPY
 TYPE NAME/ADDRESS HERE
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DATE PRINTED 09/27/2011	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
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BID OPENING DATE: **11/17/2011** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
Gregory Susko						
***** THIS IS THE END OF RFQ RMA12010 ***** TOTAL:						165,495.00

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE *Gregory Susko* TELEPHONE **724-228-4500** DATE **December 6, 2011**
 TITLE **Gregory Susko, Vice President** FEIN **80-0629111** ADDRESS CHANGES TO BE NOTED ABOVE

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 (SRA), is soliciting bids for the construction of two turnouts and associated trackwork on the South Branch Valley Railroad (SBVR).

DESCRIPTION OF WORK

Green Spring Turnout and Trackwork: Install a new or reconditioned 132RE #10 RBM turnout approximately 100 feet north of the existing turnout, remove the existing turnout, replace the old switch ties with new crossties and connect the side track with the new turnout. The point of switch for the turnout will be marked in the field.

Petersburg Turnout and Trackwork: Install a new or reconditioned 100RB #8 RBM turnout in Petersburg Yard to connect the south end of Greer side track with the main track. The point of switch for the turnout will be marked in the field. The distance from the point of switch of the new turnout and the connection with the existing side track is 265 feet.

CONDUCT OF WORK

General

The Green Spring site is located within yard limits. This is non-controlled track that is used jointly by SBVR and CSX train crews. The Petersburg site is also located within yard limits. SBVR crews operate to Petersburg twice a week. The SBVR will provide roadway worker protection and communication with the control office in Moorefield at both work sites.

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

A weekly status report must be submitted to the SBVR. 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.

The contractor is responsible for clean-up of the work site. All debris and refuse will be removed from SBVR property and disposed of properly. Old rail and OTM will be placed in piles on the right of way clear of tracks and will remain the property of the SBVR.

On-track machinery and equipment can be stored on side tracks at Green Spring and Petersburg. There is vehicular access to each of these locations. No materials or equipment may be placed on property adjacent to the SBVR right of way without the property owner's permission.

The contractor will use Heavy & Highway Construction Rates as established for Hampshire (Green Spring) and Grant (Petersburg) Counties. These rates are pursuant to WV Code § 21-5A, et. Seq. and are available at www.wvsos.com/adlaw/wagerates. The contractor will be responsible for submitting certified payrolls to the SRA.

Grade Preparation

The SBVR will widen the grade in both locations to accommodate the turnouts and extended tracks.

Turnouts and Track Layout

Both turnouts will be built to AREMA design specifications. Filter fabric will be placed under the ballast and switch stands shall be placed eight feet from the center line of the track. The point of switch for each turnout will be marked in the field. The Green Spring turnout will be all-welded while the Petersburg turnout will use bolted joints. The side track extensions will have jointed rail.

Ties

All ties shall be placed in the track at right angles to the centerline of the track. The end of the tie on the line side shall be 4'3" from the centerline of the track. Switch ties shall be lined on the straight side, unless otherwise noted on plans. Crossties will not be spaced in excess of 21" centers in main track or in excess of 24" in side tracks. Switch ties will be spaced according to design. Where an existing tie is being respiked, it must be adzed, when necessary, to give the tie plate a full bearing across the tie and parallel with the plane of the track. Spike holes shall be plugged prior to placement of rail.

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

Rail

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

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

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

Bolted joints are to be centered between ties when possible. Field welded joints are to be centered between ties.

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

Welded Rail Joints

Joints in the Green Spring turnout are to be thermite welded per the manufacturer's instructions. Contractor will follow AREMA section 2.5 for thermite welding of rail joints. 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 SBVR.

Spiking

Rail will be gaged to 56 ½ inches plus or minus ¼ inch measured on a plane 5/8 inch below top of rail. All ties shall be spiked with new spikes in the appropriate pattern as required by SBVR standards (Attachment A). Old spikes will not be reused. Spikes shall be started and driven vertically and square with the rail. Spikes shall have full bearing against the side of the rail base. Spikes shall not be overdriven; a gap of 1/8 to 3/16 inch shall remain between the underside of the spike and the top of the rail base.

Rail Anchoring

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

Ballast Section

There will be at least six inches of ballast between the filter fabric and bottom of switch ties. There will be six inches of ballast between the ends of the ties and the slope of the ballast shoulder. Cribs will be filled but no ballast will be left on top of the ties.

Surfacing and Alinement

The turnouts and new sections of track will be surfaced and lined to match existing tracks. When surfacing a turnout, tamping will continue for a distance of at least 100 feet beyond the turnout to ensure uniform surface through the turnout. Contractor will use a mechanical tamper. Two insertions will be made for each tie.

MATERIALS

SBVR will provide the following:

1. Ballast at Moorefield. (Contractor will transport ballast to job sites and place in track.)
2. Petersburg Turnout: 100RB rail, tie plates, joint bars and compromise joint bars.

Contractor will provide the following:

All materials must conform to AREMA design specifications where applicable.

1. Turnouts: One 100RB #8 RBMI turnout and one 132RE #10 RBMI turnout per AREMA design specifications. Switches may be new or reconditioned. Switch stands will be the New Century 51-A complete with bow handles. Self guarded frogs will not be accepted.

2. Switch Ties: One set of switch ties for a #8 turnout and one set for a #10 turnout. Switch ties will be 100% end-plated, mixed hardwoods and oak, creosote pressure-treated to 7# or refusal.

3. Crossties: Ties shall be 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# or refusal. 1,100 crossties will be needed for the new runaround track.

4. Filter Fabric: For use beneath both turnouts. It shall be sixteen-ounce needle punch, non-woven.

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

6. Tie Plugs: Tie plugs shall be 5/8 inch and creosote-treated. Foam spike hole filler may also be used.

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

8. Rail Anchors: These shall be new drive-on design and be the proper size for the rail to which they are applied.

9. Track Bolts: New standard heat-treated carbon steel track bolts and nuts shall conform to the type and weight of the track material being used. Spring washers of the appropriate size shall be used on each bolt.

10. 132RE Rail: Rail shall conform to the following:

- a. Wear shall be no greater than 1/4" on both the top and gage side.
- b. Rails shall be straight horizontally except that not more than 10% of the order may have horizontal curves not greater than indicated by the mid-ordinate of 1/4" in thirty feet.
- c. Rails shall be straight vertically with no upsweep or droop permissible.
- d. Rails shall be clean in appearance and free of obvious defects. Slight indentations or spike notching with a maximum depth of 1/8" and maximum length of 3/4" is permissible. Slight pitting is also allowable. Webs must be free of visual defects. Slight pitting is permissible. Rails shall have gage wear on one side only. Metal flow on rail head shall not exceed 1/8" per side. Engine burns shall not be greater than 1/2" wide by 1 1/2" long by 1/16" deep, shall not exceed two per rail and shall affect no more than 10% of the entire order.
- e. Manganese steel rails shall not be provided. All rails shall be control cooled in accordance with AREMA specifications in effect at the time of the rail's manufacture.

11. Joint Bars: Six holes per bar with drilling pattern to match the above rail.

12. Rail Weld Kits: Thermite welds for the Green Spring turnout.

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

COMPLETION DATE

The completion date for this project is June 30, 2012. The cost to the SBVR for the administration of the contract as well as train delays that will be incurred after that date make it necessary for the SBVR to assess liquidated damages against the contractor for each calendar day any work remains uncompleted after that date. The charge will be \$500.00 per day.

BID REQUIREMENTS

The contractor MUST have previous experience in railroad track construction.

A mandatory prebid meeting will be held on October 26, 2011 at 10:00 am at the SBVR interchange tracks at Green Spring, WV. Contractors wishing to attend should inform Frank Whittaker at 304-558-2316 by October 25, 2011. Questions prior to the prebid meeting must be submitted in writing and will be addressed at the meeting. Please e-mail any questions to Frank Whittaker at frank.m.whittaker@wv.gov. All questions prior to the prebid meeting and all questions after the prebid meeting are to go to Frank Whittaker at the Purchasing Division. Other than questions addressed the day of the prebid meeting, contractors are not to contact the State Rail Authority directly.

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 unit costs multiplied by the quantities as listed on the attached cost sheet.

Attachment A

SPIKING PATTERN "A"



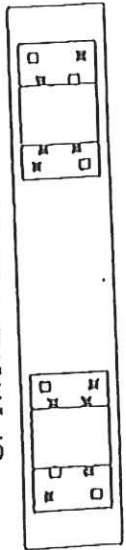
SPIKING PATTERN "B"



SPIKING PATTERN "C"



SPIKING PATTERN "D"



E - 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.

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

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

TRACK TYPE, TRACK ALIGNMENT, AND SPEED AUTHORIZED	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

MAIN TRACK SPIKING PATTERNS
SIDE TRACK SPIKING PATTERNS

SBVR Turnout Installation Cost Sheet

Line Item	Description	Unit Cost	Unit of Measure	Quantity	Extended Cost
	Turnout Installation				
1	Green Spring Turnout - complete with associated trackwork	\$	per turnout	1	\$
2	Petersburg Turnout - complete with associated trackwork	\$	per turnout	1	\$
Total Bid:					\$ 165,495.00

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.

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Atlas Railroad Construction, LLC
of 1253 State Route 519, Eighty Four, PA 15330, as Principal, and Arch Insurance Company
of 300 Plaza Three, Jersey City, NJ 07311-1107, a corporation organized and existing under the laws of the State of Missouri
with its principal office in the City of Kansas City, as Surety, are held and firmly bound unto the State
of West Virginia, as Obligee, in the penal sum of Five Percent (5%) of the Total (\$5% of the Total Amount) 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
Construction of Two (2) Turnouts and Associated Trackwork on the South Branch Valley Railroad (SBVR)

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
8th day of December, 20 11.

Principal Corporate Seal

Atlas Railroad Construction, LLC
(Name of Principal)

By *Gregory Susko*
(Must be President or
Vice President)

Gregory Susko Vice President
(Title)

Surety Corporate Seal

Arch Insurance Company
(Name of Surety)

Gemma B. Fendler
Gemma B. Fendler 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.**

Arch Insurance Company

CONSENT OF SURETY

KNOW ALL MEN BY THESE PRESENTS,

That for and in consideration of the sum of One Dollar, lawful money of the United States, the receipt whereof is hereby acknowledged, paid the undersigned corporation, and for other valuable consideration, the

Arch Insurance Company, a corporation organized and existing under the laws of the State of

MO and licensed to do business in the State of **West Virginia** consents and agrees,

that if the contract for the **State Of West Virginia, Department Of Administration:**

**Construction of Two (2) Turnouts and Associated Trackwork on the South Branch Valley Railroad (SBVR)
RFQ No. RMA12010**

be awarded to **ATLAS RAILROAD CONSTRUCTION, LLC** the undersigned corporation agrees with the said

State Of West Virginia, Department Of Administration to execute the final bonds as required by the specifications, and to

become surety in the full amount of the contract price for the faithful performance of the contract.

IN WITNESS WHEREOF, the undersigned corporation has caused this agreement to be signed by its duly authorized representative and its corporate seal be hereto affixed this

8th day of December, 2011.

Arch Insurance Company

By: 
Gemma B. Fendler, ATTORNEY-IN-FACT

POWER OF ATTORNEY

Know All Men By These Presents:

That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal office in Kansas City, Missouri (hereinafter referred to as the "Company") does hereby appoint

James D. Toennies, Kelly A. Caswell, Erika L. Toennies and Gemma B. Fendler of Norristown, PA (EACH)

its true and lawful Attorney(s)-in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed:

Any and all bonds and undertakings

EXCEPTION: NO AUTHORITY is granted to make, execute, seal and deliver bonds or undertakings that guarantee the payment or collection of any promissory note, check, draft or letter of credit.

This authority does not permit the same obligation to be split into two or more bonds in order to bring each such bond within the dollar limit of authority as set forth herein.

The Company may revoke this appointment at any time.

The execution of such bonds and undertakings in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office in Kansas City, Missouri.

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on March 3, 2003, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

"VOTED, That the Chairman of the Board, the President, or any Vice President, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings, obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on March 3, 2003:

VOTED, That the signature of the Chairman of the Board, the President, or any Vice President, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on March 3, 2003, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company.

ARCH INSURANCE COMPANY
STATEMENT OF FINANCIAL CONDITION
December 31, 2010

Assets

Cash in Banks	\$ 89,745,338
Bonds owned	1,055,658,067
Stocks	367,171,766
Premiums in course of collection	146,978,596
Accrued interest and other assets	<u>268,448,878</u>
Total Assets	<u>\$ 1,928,002,645</u>

Liabilities

Reserve for losses and adjustment expenses	\$ 681,380,653
Reserve for unearned premiums	139,311,239
Ceded reinsurance premiums payable	92,726,263
Amounts withheld or retained by company for account of others	143,242,640
Reserve for taxes, expenses and other liabilities	<u>255,558,983</u>

Total Liabilities 1,312,219,778

Surplus as regards policyholders 615,782,867

Total Surplus and Liabilities \$ 1,928,002,645

By:  Attest: 
Senior Vice President, Chief Financial Officer and Treasurer Senior Vice President, Secretary and General Counsel

State of New York)
) SS
County of Nassau)

Thomas James Ahern and Martin John Nilsen, being duly sworn, say that they are Senior Vice President and Chief Financial Officer and Secretary, respectively, of ARCH INSURANCE COMPANY, Missouri; and that the foregoing is a true and correct statement of financial condition of said company, as of December 31, 2010.

Subscribed and sworn to before me, this 16th day of March, 2011

Notary Public 

BRYAN D. KOHLBECKER
ID # 2403903
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 1/19/2016



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

STATE OF Pennsylvania

COUNTY OF Washington, TO-WIT:

I, Gregory Susko, after being first duly sworn, depose and state as follows:

- 1. I am an employee of Atlas Railroad Construction, LLC; and,
2. I do hereby attest that Atlas Railroad Construction, LLC

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.

Atlas Railroad Construction, LLC
(Company Name)

By: Gregory Susko

Title: Gregory Susko, Vice President

Date: December 06, 2011

Taken, subscribed and sworn to before me this 6th day of December.

By Commission expires

(Seal)

COMMONWEALTH OF PENNSYLVANIA
Notary Public
Karen J. Johnson, Notary Public
North Strabane Twp., Washington County
My Commission Expires Feb. 25, 2014
Member, Pennsylvania Association of Notaries
Karen J. Johnson
(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. RMA12010

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: Atlas Railroad Construction, LLC

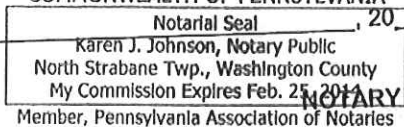
Authorized Signature: *Gregory Susko* Date: December 06, 2011

State of Pennsylvania Gregory Susko, Vice President

County of Washington, to-wit:

Taken, subscribed, and sworn to before me this 6th day of December, 2011.

My Commission expires COMMONWEALTH OF PENNSYLVANIA



AFFIX SEAL HERE

Karen J. Johnson
Karen J. Johnson