



The following documentation is an electronically-submitted vendor response to an advertised solicitation from the *West Virginia Purchasing Bulletin* within the Vendor Self-Service portal at ***wvOASIS.gov***. As part of the State of West Virginia's procurement process, and to maintain the transparency of the bid-opening process, this documentation submitted online is publicly posted by the West Virginia Purchasing Division at ***WVPurchasing.gov*** with any other vendor responses to this solicitation submitted to the Purchasing Division in hard copy format.

Header

 List View

General Information

[Contact](#)

[Default Values](#)

[Discount](#)


[Document Information](#)

Procurement Folder: 28808

SO Doc Code: CRFQ

Procurement Type: Central Purchase Order

SO Dept: 0804

Vendor ID: 000000214815 

SO Doc ID: RMA1500000001

Legal Name: CHESAPEAKE THERMITE WELDING LL

Published Date: 10/2/14

Alias/DBA:

Close Date: 10/22/14

Total Bid: \$444,334.00

Close Time: 13:30

Response Date: 10/21/2014 

Status: Closed

Response Time: 12:04

Solicitation Description: Addendum#2: To provide answers and pre bid sign-in

Total of Header Attachments: 0

Total of All Attachments: 0



Purchasing Division
2019 Washinton Street East
Post Office Box 50130
Charleston, WV 25305-0130

State Of West Virginia
Solicitation Response

Proc Folder : 28808

Solicitation Description : Addendum#2: To provide answers and pre bid sign-in sheet

Proc Type : Central Purchase Order

Date issued	Solicitation Closes	Solicitation No	Version
	2014-10-22 13:30:00	SR 0804 ESR10211400000000641	1

VENDOR

000000214815

CHESAPEAKE THERMITE WELDING LL

FOR INFORMATION CONTACT THE BUYER

Beth Collins
(304) 558-2157
beth.a.collins@wv.gov

Signature X

FEIN #

DATE

All offers subject to all terms and conditions contained in this solicitation

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	CROSSTIES- 1G TIES	2500.00000	EA	\$127.00	

Comm Code	Manufacturer	Specification	Model #
72141603			

Extended Description : CONTRACT:FOR REPLACEMENT OF CROSSTIES AND SURFACING ON THE (SBVR)

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
2	GAGING OF RESPIKET CROSSTIES	500.00000	EA	\$6.00	

Comm Code	Manufacturer	Specification	Model #
72141603			

Extended Description : GAGING OF RESPIKET CROSSTIES

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
3	ADDITIONAL SURFACING AND BALLAST REGULATION	19.00000	MILE	\$5,636.00	

Comm Code	Manufacturer	Specification	Model #
72141603			

Extended Description : ADDITIONAL SURFACING AND BALLAST REGULATION. PLEASE ENTER COST ON A PER MILE.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
4	additional spot tamping	2.50000	MILE	\$6,700.00	

Comm Code	Manufacturer	Specification	Model #
72141603			

Extended Description : PLEASE ENTER COST ON A PER MILE.

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Chesapeake Thermite Welding, LLC
_____ of Port Haywood _____, Virginia _____, as Principal, and United State Surety Company
_____ of Timonium _____, Maryland _____, a corporation organized and existing under the laws of the State of _____
Maryland _____ with its principal office in the City of Timonium, MD _____, as Surety, are held and firmly bound unto the State
of West Virginia, as Oblige, in the penal sum of 5% of total amount bid (\$5% of total amount bid) 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
Replacement of Crossties and Surfacing

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 Oblige may accept such bid, and said Surety does hereby
waive notice of any such extension.

WITNESS, the following signatures and seals of Principal and Surety, executed and sealed by a proper officer of Principal and
Surety, or by Principal individually if Principal is an individual, this 22nd day of October, 20 14.

Principal Seal

Chesapeake Thermite Welding, LLC

(Name of Principal)

By [Signature]
(Must be President, Vice President, or
Duly Authorized Agent)

President

(Title)

Surety Seal

United States Surety Company

(Name of Surety)

[Signature]

Attorney-in-Fact

Bruce M. Allen

**IMPORTANT – Surety executing bonds must be licensed in West Virginia to transact surety insurance, must affix its seal, and
must attach a power of attorney with its seal affixed.**

UNITED STATES SURETY COMPANY
STATUTORY STATEMENT OF ADMITTED ASSETS,
LIABILITIES, CAPITAL AND SURPLUS (1)
December 31, 2013

Admitted Assets

Investments:	
Fixed Maturities, at amortized cost	45,935,918
Cash and short term investments	<u>502,310</u>
<i>Total cash and Invested assets</i>	<u>46,438,228</u>
Accrued interest income	516,818
Premium receivable	2,428,536
Reinsurance recoverable on paid losses	1,155,823
Net deferred tax asset	1,052,536
Electronic data processing equipment and software	5,092
State income tax receivable	6,930
Receivables from parent, subsidiaries and affiliates	1,380,745
Cash held for others	<u>9,868</u>
	<u>6,556,349</u>
<i>Total admitted assets</i>	<u>52,994,577</u>


Liabilities and Capital and Surplus

Liabilities	
Unpaid loss and loss adjustment expense	6,940,081
Commission payable	126,389
Accrued expenses	1,376,734
Taxes, licenses and fees	39,308
Federal taxes	948,528
Unearned premiums	9,564,127
Advance premium	8,593
Ceded reinsurance balance payable	129,041
Amounts withheld or retained for others	1,594,619
Payable to parent, subsidiaries and affiliates	<u>263,253</u>
<i>Total liabilities</i>	<u>20,990,673</u>
Capital and Surplus	
Capital Stock	2,100,000
Additional paid-in and contributed capital	21,461,934
Unassigned surplus	8,441,969
	<u>32,003,904</u>
<i>Total liabilities and capital and surplus</i>	<u>52,994,577</u>

(1) - In accordance with the statutory financial statements as filed on March 1 2014

I, Peter W. Carman, Chief Financial Officer of United States Surety Company hereby certify that to the best of my knowledge and belief, the foregoing is a full and true Statutory Statement of Admitted Assets, Liabilities and Capital and Surplus of the Company as of December 31, 2013, prepared in conformity with accounting practices prescribed or permitted by the Maryland Insurance Administration. The foregoing statement should not be taken as a complete statement of financial condition of the Company. Such a statement is available upon written request at the Company's home office located at 20 West Aylesbury Road, Timonium, Maryland 21093.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Corporation at Timonium, Maryland.


 Peter W. Carman
 Chief Financial Officer

POWER OF ATTORNEY

AMERICAN CONTRACTORS INDEMNITY COMPANY UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

Bruce M. Allen, Karen L. Allen, Kenneth C. Turner, Diane L. Ott, Gregory M. Allen

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver **any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed** *****Unlimited***** Dollars (\$ ***unlimited***).

This Power of Attorney shall expire without further action on December 08, 2016. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

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

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

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 10th day of December, 2012.

AMERICAN CONTRACTORS INDEMNITY COMPANY UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

Corporate Seals




Daniel P. Aguilar, Vice President

State of California

County of Los Angeles SS:

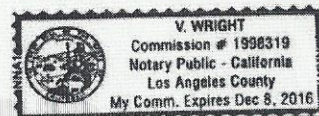
On 10th day of December, 2012, before me, Vanessa Wright, a notary public, personally appeared Daniel P. Aguilar, Vice President of American Contractors Indemnity Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. WITNESS my hand and official seal.

Signature



(Seal)



I, Jeannie Lee, Assistant Secretary of American Contractors Indemnity Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

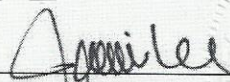
In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this 22nd day of October 2014.

Corporate Seals

Bond No. USSC129

Agency No. 11077




Jeannie Lee, Assistant Secretary

CONTRACTOR LICENSE

Authorized by the

West Virginia Contractor Licensing Board

Number:

WV052850

Classification:

GENERAL ENGINEERING

CHESAPEAKE THERMITE WELDING LLC
DBA CTW
PO BOX 129
PORT HAYWOOD, VA 23138

Date Issued

OCTOBER 09, 2014

Expiration Date

OCTOBER 09, 2015


Authorized Company Signature



Chair, West Virginia Contractor
Licensing Board

**WEST VIRGINIA
CONTRACTOR
LICENSING
BOARD**

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

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: RMA1500000001

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received:

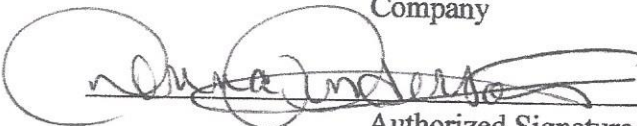
(Check the box next to each addendum received)

<input checked="" type="checkbox"/> Addendum No. 1	<input type="checkbox"/> Addendum No. 6
<input checked="" type="checkbox"/> Addendum No. 2	<input type="checkbox"/> Addendum No. 7
<input type="checkbox"/> Addendum No. 3	<input type="checkbox"/> Addendum No. 8
<input type="checkbox"/> Addendum No. 4	<input type="checkbox"/> Addendum No. 9
<input type="checkbox"/> Addendum No. 5	<input type="checkbox"/> Addendum No. 10

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further 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.

Chesapeake Thermite Welding, LLC dba CTW

Company


 Authorized Signature

10-21-14

Date

NOTE: This addendum acknowledgement should be submitted with the bid to expedite document processing.
 Revised 6/8/2012



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

STATE OF WEST VIRGINIA,
COUNTY OF Mathews, TO-WIT:

I, Donna Anderson, after being first duly sworn, depose and state as follows:

1. I am an employee of Chesapeake Thermite Welding, LLC dba CTW; and,
(Company Name)
2. I do hereby attest that Chesapeake Thermite Welding, LLC dba CTW
(Company Name)

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

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

By: 

Title: President

Company Name: Chesapeake Thermite Welding, LLC dba CTW


Date: Oct. 21, 2014

Taken, subscribed and sworn to before me this 21 day of October, 2014.

By Commission expires 4-30-16

(Seal)

JESSICA LEIGH DEHOX
NOTARY PUBLIC
REGISTRATION # 7226126
COMMONWEALTH OF VIRGINIA
MY COMMISSION EXPIRES
APRIL 30, 2016


(Notary Public)

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

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

MANDATE: Under W. Va. Code §5A-3-10a, 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: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

EXCEPTION: The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. 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.

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.

"Employer default" means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

"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.

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: Chesapeake Thermite Welding, LLC dba CTW

Authorized Signature: [Signature] Date: 10-21-14

State of Virginia

County of Mathews, to-wit:

Taken, subscribed, and sworn to before me this 21 day of October, 2014

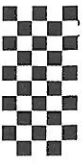
My Commission expires 4-30-16, 20 .

AFFIX SEAL HERE

JESSICA LEIGH DEHOX
NOTARY PUBLIC
REGISTRATION # 7226126
COMMONWEALTH OF VIRGINIA
MY COMMISSION EXPIRES
APRIL 30, 2016

NOTARY PUBLIC

[Signature]
Purchasing Affidavit (Revised 07/01/2012)



Chesapeake Thermite Welding LLC
DBA



1065 Possum Point Rd.
P.O. Box 129
Port Haywood, VA 23138

Phone: 804-725-1111
Fax: 804-725-1065
E-mail: donnactwllc@aol.com
E-mail: georgectwllc@aol.com

"SEALED BID"

Buyer: Beth Collins, Purchasing Division

Solicitation No.: RMA15000000001

Bid Opening Date: 10-22-14

Bid Opening Time: 1:30 PM EST

Fax Number: 304-558-3970

10/21/14 12:29:34PM
West Virginia Purchasing Division

Attention Beth Collins
Department of Administration
Purchasing Division
2019 Washington Street East
Charleston, WV 25305
304-558-2157

16 pages total



Purchasing Division
2019 Washington Street East
Post Office Box 50130
Charleston, WV 25305-0130

State of West Virginia
Request for Quotation
09 — Construction

Proc Folder: 28808

Doc Description: Addendum#2: To provide answers and pre bid sign-in sheet

Proc Type: Central Purchase Order

Date Issued	Solicitation Closes	Solicitation No	Version
2014-09-12	2014-10-22 13:30:00	CRFQ 0804 RMA1500000001	3

BID RECEIVING LOCATION

BID CLERK

DEPARTMENT OF ADMINISTRATION

PURCHASING DIVISION

2019 WASHINGTON ST E

CHARLESTON

WV

25305

US

VENDOR

Vendor Name, Address and Telephone Number:

Chesapeake Thermite Welding, LLC dba CTW
P.O. Box 129
Port Haywood, VA 23138
804-725-1111

10/21/14 12:29:30PM

West Virginia Purchasing Division

FOR INFORMATION CONTACT THE BUYER

Beth Collins
(304) 558-2157
beth.a.collins@wv.gov

Signature X

FEIN # 56-2553523

DATE 10-21-14

All offers subject to all terms and conditions contained in this solicitation

INVOICE TO		SHIP TO	
STATE RAIL AUTHORITY 120 WATER PLANT DR		STATE RAIL AUTHORITY (DBA) SOUTH BRANCH VALLEY RAILROAD 120 WATER PLANT DR	
MOOREFIELD	WV26836	MOOREFIELD	WV 26836
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	CROSSTIES- 1G TIES	2500.00000	EA	127.00	317,500.00

Comm Code	Manufacturer	Specification	Model #
72141603			

Extended Description :

CONTRACT:FOR REPLACEMENT OF CROSSTIES AND SURFACING ON THE (SBVR)

INVOICE TO		SHIP TO	
STATE RAIL AUTHORITY 120 WATER PLANT DR		STATE RAIL AUTHORITY (DBA) SOUTH BRANCH VALLEY RAILROAD 120 WATER PLANT DR	
MOOREFIELD	WV26836	MOOREFIELD	WV 26836
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	GAGING OF RESPIKET CROSSTIES	500.00000	EA	6.00	3,000.00

Comm Code	Manufacturer	Specification	Model #
72141603			

Extended Description :

GAGING OF RESPIKET CROSSTIES

INVOICE TO		SHIP TO	
STATE RAIL AUTHORITY 120 WATER PLANT DR		STATE RAIL AUTHORITY (DBA) SOUTH BRANCH VALLEY RAILROAD 120 WATER PLANT DR	
MOOREFIELD	WV26836	MOOREFIELD	WV 26836
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	ADDITIONAL SURFACING AND BALLAST REGULATION	19.00000	MILE	5,636.00	107,084.00

Comm Code	Manufacturer	Specification	Model #
72141603			

Extended Description :

ADDITIONAL SURFACING AND BALLAST REGULATION. PLEASE ENTER COST ON A PER MILE.

INVOICE TO		SHIP TO	
STATE RAIL AUTHORITY 120 WATER PLANT DR		STATE RAIL AUTHORITY (DBA) SOUTH BRANCH VALLEY RAILROAD 120 WATER PLANT DR	
MOOREFIELD	WV26836	MOOREFIELD	WV 26836
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	additional spot tamping	2.50000	MILE	6,700.00	16,750.00

Comm Code	Manufacturer	Specification	Model #
72141603			

Extended Description :

PLEASE ENTER COST ON A PER MILE.

TOTAL BID PRICE INCLUDING ALL ITEMS \$444,334.00

RMA1500000001	Document Phase Draft	Document Description Addendum#2: To provide answers and pre bid sign-in sheet	Page 4 of 4
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ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

Proposal

From: CTW
P.O. Box 129
1065 Possum Point Road
Port Haywood, VA 23138
Phone: 804-725-1111
Fax: 804-725-1065

Project: SVBR TIES AND SURFACING
Description: Change out 2500 ties and
surface 31.5 miles of track

ITEM / DESCRIPTION	BID QTY	U/M	UNIT BID	AMOUNT
001 IG Crosstie Replacement	2,500.000	EA	127.00	\$317,500.00
002 Gaging of Respiked Crossties	500.000	EA	6.00	\$3,000.00
003 Additional Surfacing	19.000	Miles	5,636.00	\$107,084.00
004 Additional Spot Surfacing	2.500	Mile	6,700.00	\$16,750.00
TOTAL BID:				\$444,334.00

Signature: _____



10-20-14

ADDITIONAL TERMS AND CONDITIONS (Construction Contracts Only)

1. **CONTRACTOR'S LICENSE:** West Virginia Code § 21-11-2 requires that all persons desiring to perform contracting work in this state be licensed. The West Virginia Contractors Licensing Board is empowered to issue the contractor's license. Applications for a contractor's license may be made by contacting the West Virginia Division of Labor. West Virginia Code § 21-11-11 requires any prospective Vendor to include the contractor's license number on its bid. Failure to include a contractor's license number on the bid shall result in Vendor's bid being disqualified. Vendors should include a contractor's license number in the space provided below.

Contractor's Name: Chesapeake Thermite Welding, LLC dba CTW

Contractor's License No. WV052850

The apparent successful Vendor must furnish a copy of its contractor's license prior to the issuance of a Award Document.

2. **DRUG-FREE WORKPLACE AFFIDAVIT:** W. Va. Code § 21-1D-5 provides that any solicitation for a public improvement contract requires each Vendor that submits a bid for the work to submit at the same time an affidavit that the Vendor has a written plan for a drug-free workplace policy. To comply with this law, Vendor must either complete the enclosed drug-free workplace affidavit and submit the same with its bid or complete a similar affidavit that fulfills all of the requirements of the applicable code. Failure to submit the signed and notarized drug-free workplace affidavit or a similar affidavit that fully complies with the requirements of the applicable code, with the bid shall result in disqualification of Vendor's bid. Pursuant to W. Va. Code 21-1D-2(b) and (k), this provision does not apply to public improvement contracts the value of which is \$100,000 or less or temporary or emergency repairs.

2.1. **DRUG-FREE WORKPLACE POLICY:** Pursuant to W. Va. Code § 21-1D-4, Vendor and its subcontractors must implement and maintain a written drug-free workplace policy that complies with said article. The awarding public authority shall cancel this contract if: (1) Vendor fails to implement and maintain a written drug-free workplace policy described in the preceding paragraph, (2) Vendor fails to provide information regarding implementation of its drug-free workplace policy at the request of the public authority; or (3) Vendor provides to the public authority false information regarding the contractor's drug-free workplace policy. Pursuant to W. Va. Code 21-1D-2(b) and (k), this provision does not apply to public improvement contracts the value of which is \$100,000 or less or temporary or emergency repairs.

3. **DRUG FREE WORKPLACE REPORT:** Pursuant to W. Va. Code § 21-1D-7b, no less than once per year, or upon completion of the project, every contractor shall provide a certified report to the public authority which let the contract. For contracts over \$25,000, the

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: RMA150000001

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received:

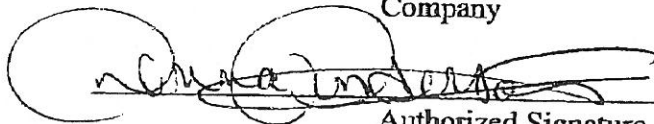
(Check the box next to each addendum received)

- | | |
|--|--|
| <input checked="" type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6 |
| <input checked="" type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7 |
| <input type="checkbox"/> Addendum No. 3 | <input type="checkbox"/> Addendum No. 8 |
| <input type="checkbox"/> Addendum No. 4 | <input type="checkbox"/> Addendum No. 9 |
| <input type="checkbox"/> Addendum No. 5 | <input type="checkbox"/> Addendum No. 10 |

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further 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.

Chesapeake Thermite Welding, LLC dba CTW

Company



Authorized Signature

10-21-14

Date

NOTE: This addendum acknowledgment should be submitted with the bid to expedite document processing.


Revised 6/8/2012

CERTIFICATION AND SIGNATURE PAGE

By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; understand the requirements, terms and conditions, and other information contained herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

Chesapeake Thermite Welding, LLC dba CTW

(Company)

 Resident
(Authorized Signature) (Representative Name, Title)

804-725-1111 804-725-1065 10-21-14
(Phone Number) (Fax Number) (Date)

WV-73
Rev. 08/2013



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

STATE OF ~~WEST~~ VIRGINIA,
COUNTY OF Mathews, TO-WIT:

I, Donna Anderson, after being first duly sworn, depose and state as follows:

1. I am an employee of Chesapeake Thermite Welding, LLC dba CTW; and,
(Company Name)
2. I do hereby attest that Chesapeake Thermite Welding, LLC dba CTW
(Company Name)

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

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

By: 

Title: President

Company Name: Chesapeake Thermite Welding, LLC dba CTW

Date: Oct. 21, 2014

Taken, subscribed and sworn to before me this 21 day of October, 2014.

By Commission expires 4-30-16

(Seal)

JESSICA LEIGH DEHOUX
NOTARY PUBLIC
REGISTRATION # 7226126
COMMONWEALTH OF VIRGINIA
MY COMMISSION EXPIRES
APRIL 30, 2016


(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.

CONTRACTOR LICENSE

Authorized by the

West Virginia Contractor Licensing Board

Number:

WV052850

Classification:

GENERAL ENGINEERING

CHESAPEAKE THERMITE WELDING LLC
DBA CTW
PO BOX 129
PORT HAYWOOD, VA 23138

Date Issued

OCTOBER 09, 2014

Expiration Date

OCTOBER 09, 2015


Authorized Company Signature



Chair, West Virginia Contractor
Licensing Board

**WEST VIRGINIA
CONTRACTOR
LICENSING
BOARD**

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



Agency _____
 REQ.P.O# 39

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Chesapeake Thermite Welding, LLC
 of Port Haywood Virginia, as Principal, and United State Surety Company
 of Timonium Maryland, a corporation organized and existing under the laws of the State of Maryland
 with its principal office in the City of Timonium, MD, as Surety, are held and firmly bound unto the State
 of West Virginia, as Obligor, in the penal sum of 5% of total amount bid (~~\$5% of total amount bid~~) 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
Replacement of Crossties and Surfacing

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 Obligor may accept such bid, and said Surety does hereby
 waive notice of any such extension.

WITNESS, the following signatures and seals of Principal and Surety, executed and sealed by a proper officer of Principal and
 Surety, or by Principal individually if Principal is an individual, this 22nd day of October, 20 14.

Principal Seal

Chesapeake Thermite Welding, LLC

(Name of Principal)

By [Signature]
 (Must be President, Vice President, or
 Duly Authorized Agent)

President
 (Title)

Surety Seal

United States Surety Company

(Name of Surety)

[Signature]
 Attorney-in-Fact

Bruce M. Allen

IMPORTANT – Surety executing bonds must be licensed in West Virginia to transact surety insurance, must affix its seal, and
 must attach a power of attorney with its seal affixed.

POWER OF ATTORNEY

AMERICAN CONTRACTORS INDEMNITY COMPANY UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

Bruce M. Allen, Karen L. Allen, Kenneth C. Turner, Diane L. Ott, Gregory M. Allen

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed *****Unlimited***** Dollars (\$ ****unlimited***).

This Power of Attorney shall expire without further action on December 08, 2016. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

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

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

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 10th day of December, 2012.

AMERICAN CONTRACTORS INDEMNITY COMPANY UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

Corporate Seals



[Signature]
Daniel P. Aguilar, Vice President

State of California

County of Los Angeles SS:

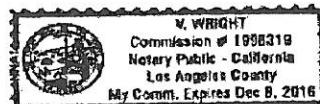
On 10th day of December, 2012, before me, Vanessa Wright, a notary public, personally appeared Daniel P. Aguilar, Vice President of American Contractors Indemnity Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. WITNESS my hand and official seal.

Signature

[Signature]

(Seal)



I, Jeannie Lee, Assistant Secretary of American Contractors Indemnity Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this 22nd day of October, 2014.

Corporate Seals

Bond No. USSC129

Agency No. 11077



[Signature]
Jeannie Lee, Assistant Secretary

RFQ No. RMA1500000001STATE OF WEST VIRGINIA
Purchasing Division**PURCHASING AFFIDAVIT**

MANDATE: Under W. Va. Code §5A-3-10a, 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: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

EXCEPTION: The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. 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.

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.

"Employer default" means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

"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.

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE:Vendor's Name: Chesapeake Thermite Welding, LLC dba CTWAuthorized Signature: [Signature] Date: 10-21-14State of VirginiaCounty of Mathews, to-wit:Taken, subscribed, and sworn to before me this 21 day of October, 2014My Commission expires 4-30-16, 20

AFFIX SEAL HERE

JESSICA LEIGH DEHOX
NOTARY PUBLIC
REGISTRATION # 7226126
COMMONWEALTH OF VIRGINIA
MY COMMISSION EXPIRES
APRIL 30, 2016

NOTARY PUBLIC

[Signature]
Purchasing Affidavit (Revised 07/01/2012)