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: RailWorks Track Services | | |
|---|----|----|
| Contractor's License No. WV 041402 | 42 | 3. |

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.

03/10/16 10:04:20 NW/ Purchasina Division

| Line Item | Description | Unit Cost | Unit of Measure | Quantity Needed | Extended Cost |
|--------------|---|--------------|--------------------|--------------------|------------------|
| | Replacement of Highway Grade Crossing and Signal System on SBVR in Petersburg, WV | | | | |
| 3.1 | Main Street in Petersburg Crossing | \$292,340.00 | Crossing | 1 | \$292,340.00 |
| | Replacement of entire grade crossing | | | | |
| | installation of cantelever, new signals | | | | |
| | new lights and masts | | | | |
| 3.2.1 | Replace Existing 8" lights assemibles with | \$5,850.00 | Each Light | 3 | \$17,550.00 |
| | new 12" lights | | | | |
| 3.2.2 | Replace two existing crossbuck signs with | \$1,400.00 | Each Sign | 2 | \$2,800.00 |
| | new signs ' | | | | |
| 3.3 | Grace Cabin Road Crossing | \$71,350.00 | Crossing | 1 | \$71,350.00 |
| | Replacement of entire grade crossing, | | | | |
| | and installation of a culvert | | | | |
| | | | Total B | id Amount: | \$384,040.00 |





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

STATE OF WEST VIRGINIA, COUNTY OF Grant, Hampshire, Hardy, TO-WIT: I, Kevin Kennedy _____, after being first duly sworn, depose and state as follows: I am an employee of RailWorks Track Services 1. __; and, (Company Name) 2. I do hereby attest that _ RailWorks Track Services (Company Name) maintains a written plan for a drug-free workplace policy and that such plan and policy are in compliance with West Virginia Code §21-1D. The above statements are sworn to under the penalty of perjury. Kevin Kennedy Printed Name: __ Signature: Area Manager Company Name: RailWorks Track Services Date: 3-9-2016 Takenijisubscribed and sworn to before me this gib day of Mouch STATE OF OHIO Comm. Expires May 30, 2017

CODE PROVISIONS. FAILURE TO INCLUDE THE AFFIDAVIT WITH THE

SHALL RESULT IN DISQUALIFICATION OF THE BID.

ADDENDUM ACKNOWLEDGEMENT FORM SOLICITATION NO.:

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.

| | Numbers Received: oox next to each add | lendum received) | |
|--------------------------------|--|---|---|
| X | Addendum No. 1 | | Addendum No. 6 |
| X | Addendum No. 2 | | Addendum No. 7 |
| X | Addendum No. 3 | | Addendum No. 8 |
| X | Addendum No. 4 | | Addendum No. 9 |
| X | Addendum No. 5 | | Addendum No. 10 |
| l further und discussion he | erstand that any ver eld between Vendor | rbal representation r's representatives | ddenda may be cause for rejection of this bid. made or assumed to be made during any oral and any state personnel is not binding. Only ne specifications by an official addendum is |
| RailWorl | ks Track Servic | es | |
| Company | Sen Q | | |
| 3-4-2016 | | 7 | |
| Date | | · · · · · · · · · · · · · · · · · · · | |
| | | | |

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

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 exceed 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 faise 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: RailWorks Track Service | es |
|---|--|
| Authorized Signature: | Date: March 9th, 2016 |
| State of Ohio | 5 |
| County of Mahoning to-wit: | |
| Taken, subscribed, and sworn to before me this $\widehat{	extstyle QIP}$ da | y of March 2016 |
| Wy Commission expires May 30 | . 20 6 |
| AFFIX SE O PERE DIAN L. MENENDEZ NOTARY PUBLIC STATE OF OHIO Comm. Expires May 30, 2017 | NOTARY PUBLIC All Purchasing Affidavft (Revised \$8/01/2015) |
| May 30, 2017 | |

CERTIFICATIONAND SIGNATURE PAGE

By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated 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.

Kailworks Irack Services

(Authorized Signature) (Representative Name, Title)

330-538-9961 330-538-9993 - 34-2016

(Phone Number) (Fax Number) (Date)

| | REQ.P.O# |
|--|--|
| BID BONE | |
| KNOW ALL MEN BY THESE PRESENTS, That we, the undersign | anged RailWorks Track Services Inc |
| | as Principal, and Travelers Casualty and Surety Company of America |
| | ation organized and existing under the laws of the State of CT |
| with its principal office in the City of Hartford | as Surely, are held and firmly bound unto the State |
| of West Virginia, as Obligee, in the penal sum of Five Percent of Proposal | Price (\$ 5% of P.P.) for the payment of which |
| well and truly to be made, we jointly and severally bind ourselves, our heirs | s, administrators, executors, successors and assigns. |
| The Condition of the above obligation is such that whereas the | a Principal has submitted to the Bushpains Coefficients |
| Department of Administration a certain bid or proposal, attached hereto and | d made a part hereof, to enter into a contract in writing for |
| Petersburg & Grace Cabin Crossing Replacement | The state of the s |
| NOW THEREFORE, (a) If said bid shall be rejected, or (b) If said bid shall be accepted and the Principal shall ent attached hereto and shall furnish any other bonds and insurance required by the agreement created by the acceptance of said bid, then this obligation shall full force and effect. It is expressly understood and agreed that the liability event, exceed the penal amount of this obligation as herein stated. The Surety, for the value received, hereby stipulates and agrees the way impaired or affected by any extension of the time within which the Ob waive notice of any such extension. WITNESS, the following signatures and seals of Principal and Surety of the state of the stat | all be null and void, otherwise this obligation shall remain in of the Surety for any and all claims hereunder shall, in no lat the obligations of said Surety and its bond shall be in no oligee may accept such bid, and said Surety does hereby by, executed and sealed by a proper officer of Principal and of February |
| 2 1962 O | (Must be President, Vice-President, or Duly Authorized Agent) |
| NO 1 A PLANTING | Aces Mariaces |
| MANAGEMENT TO STATE OF THE PARTY OF THE PART | (Title) |
| Surety Seal | Travelers Casualty and Surety Company of America |
| | (Name of Surety) |
| | Colette R. Chisholm Attorney-in-Fact |

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.

ACKNOWLEDGEMENT OF PRINCIPAL - IF A CORPORATION

| STATE OF |
|--|
| On this 9th day of March , 2016 before me personally appeared to be known, who, being by me duly sworn, did depose and say; that he/she resides at , that he/she is the Area Manager of the corporation described in and which executed the within insurance instrument; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that is was so affixed by the Board of Directors of said corporation; and that he/she signed his/her name thereto by like not state of OHIO Comm. Expires ACKNOWLEDGE SOR PRINCIPAL, IF LIMITED LIABILITY COMPANY STATE OF OHIO S |
| COUNTY OF |
| On this |
| Limited Liability Company, described in and who executed the foregoing insurance instrument and acknowledged to me that he/she executed the foregoing insurance instrument and acknowledged to me that he/she executed the same as and for the act and deed of said Limited Liability Company. |
| |
| |
| ACKNOWLEDGMENT OF SURETY COMPANY |
| ACKNOWLEDGMENT OF SURETY COMPANY STATE OF New York |

NY acknowledgment

DANIELLE HECKMAN
Notary Public, State of New York
No. 01HE6302468
Qualified in Suffolk County
Commission Expires 05/05/2018



POWER OF ATTORNEY

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

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

Attorney-In Fact No.

229701

Certificate No.

006551323

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

Thomas Bean, Rita Sagistano, Gerard S. Macholz, Susan Lupski, Robert T. Pearson, Camille Maitland, George O. Brewster, Colette R. Chisholm, Vincent A. Walsh, Lee Ferrucci, Desiree Cardlin, Nelly Renchiwich, and Mia Woo-Warren

| of the City of | Uniondale | | , State | | New York | | their true and lawf | ul Attorney(s)-in-Fact, |
|---|---|--|--|---|---------------------|---|--|---|
| each in their separa other writings obli | gatory in the na | ore than one is name | ed above, to sign, alf of the Compa | execute, seal a | siness of guarante | ny and all bonds, receing the fidelity of | ognizances, condita persons, guaranteei | ional undertakings and ing the performance of |
| IN WITNESS WE Octobe day of | HEREOF, the C | ompanies have caus | ed this instrumen | t to be signed a | and their corporate | seals to be hereto af | fixed, this | 9th |
| | | Farmington Casua Fidelity and Guara Fidelity and Guara St. Paul Fire and N St. Paul Guardian | anty Insurance (anty Insurance (Marine Insuranc | Inderwriters, e Company | Inc. T | t. Paul Mercury In ravelers Casualty a ravelers Casualty a inited States Fidelin | and Surety Compa and Surety Compa | ny ny of America |
| 1982 | 1977) | MCOPPONITED BY | TIME TANCE | SEAL STANE | ORPORATE SEAL | HARTFORD, TO CONN. | HARTITORO S | TESTIVANO DE 1896 ANT ANNO DE 1896 ANT ANT ANNO DE 1896 ANT ANT ANNO DE 1896 ANT ANNO DE 1896 ANT |
| State of Connecticu City of Hartford ss | | | | | Ву: | Robert L. Ran | ey, Senior Vice Presid | ent |
| Casualty and Suret | President of Farm Surance Compary Of Pompany of P | y, St. Paul Guardian | ompany, Fidelity a Insurance Comp States Fidelity ar | and Guaranty I any, St. Paul M ad Guaranty Co | fercury Insurance (| Company, Travelers e, as such, being au | Casualty and Suret | nowledged himself to rwriters, Inc., St. Paul y Company, Travelers xecuted the foregoing |

In Witness Whereof, I hereunto set my hand and official seal. My Commission expires the 30th day of June, 2016.



Marie C. Tetreault, Notary Public

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

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

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

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

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

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

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this

FEB 0 2 2016

20

Kevin E. Hughes, Assistant Secretary



















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

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

HARTFORD, CONNECTICUT 06183

FINANCIAL STATEMENT AS OF DECEMBER 31, 2014

CAPITAL STOCK \$ 6,480,000

| ASSETS | | LIABILITIES & SURPLUS | |
|---|---|---|--|
| CASH AND INVESTED CASH BONDS STOCKS INVESTMENT INCOME DUE AND ACCRUED OTHER INVESTED ASSETS PREMIUM BALANCES NET DEFERRED TAX ASSET REINSURANCE RECOVERABLE SECURITIES LENDING REINVESTED COLLATERAL ASSETS RECEIVABLES FROM PARENT, SUBSIDIARIES AND AFFILIATES OTHER ASSETS | \$ 127,187,283 3,411,436,937 326,931,879 45,277,103 4,019,416 209,982,904 62,639,844 17,397,751 8,224,694 9,057,189 3,078,655 | UNEARNED PREMIUMS LOSSES LOSS ADJUSTMENT EXPENSES COMMISSIONS TAXES, LICENSES AND FEES OTHER EXPENSES CURRENT FEDERAL AND FOREIGN INCOME TAXES REMITTANCES AND ITEMS NOT ALLOCATED AMOUNTS WITHHELD / RETAINED BY COMPANY FOR OTHERS RETROACTIVE REINSURANCE RESERVE ASSUMED POLICYHOLDER DIVIDENDS PROVISION FOR REINSURANCE ADVANCE PREMIUM PAYABLE FOR SECURITIES PAYABLE FOR SECURITIES LENDING CEDED REINSURANCE NET PREMIUMS PAYABLE ESCHEAT LIABILITY OTHER ACCRUED EXPENSES AND LIABILITIES TOTAL LIABILITIES | \$ 855,349,712 680,166,443 358,911,923 34,142,046 11,534,866 40,097,405 24,133,560 11,082,682 41,744,996 853,430 7,376,699 3,416,505 1,327,118 4,590,766 8,224,694 28,084,142 1,136,046 421,157 \$ 2,110,676,190 |
| | | CAPITAL STOCK PAID IN SURPLUS OTHER SURPLUS TOTAL SURPLUS TO POLICYHOLDERS | \$ 6,480,000 433,803,760 1,674,373,715 \$ 2,114,657,475 |
| TOTAL ASSETS | \$ 4,225,233,665 | TOTAL LIABILITIES & SURPLUS | \$ 4,225,233,665 |

STATE OF CONNECTICUT

COUNTY OF HARTFORD

)) SS.

)

CITY OF HARTFORD

MICHAEL J. DOODY, BEING DULY SWORN, SAYS THAT HE IS SECOND VICE PRESIDENT, OF TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, AND THAT TO THE BEST OF HIS KNOWLEDGE AND BELIEF, THE FOREGOING IS A TRUE AND CORRECT STATEMENT OF THE FINANCIAL CONDITION OF SAID COMPANY AS OF THE 319T DAY OF DECEMBER, 2014.

SUBSCRIBED AND SWORN TO BEFORE ME THIS 19TH DAY OF MARCH, 2015



IOTARY PUBLIC

SUSAN M. WEISSLEDER

Notary Public

My Commission Expires November 30, 2017