

Rhinehart Railroad Construction, Inc.
P.O. Box 809 Fallston, MD 21047
O - 410-879-1322
Fax: 410.879.1344

Chris Wysocki

Fax

Rhinehart Railroad Construction, Inc.

To: John Estep

From: RichJr@RhinehartRailroad.com

Fax: 304-558-3970

Pages: 16 w/cover

Phone:

Date: 09/30/2026

Solicitation #

Re: CRFQ 0810 DMT2700000001

CC:

☐ **Urgent** ☒ **For Review** ☐ **Please Comment** ☐ **Please Reply** ☐ **Please Recycle**

• **Comments:**

This fax is for Bid Solicitation CRFQ 0810 DMT2700000001 From Rhinehart Railroad Construction, Inc.

Buyer : John Estep
Bid Opening Date : 10-1-2026 at 1:30 pm
Fax Number : 304-558-3970

Department of Administration, Purchasing Division
2019 Washington Street East
Charleston, WV 25305-0130

RECEIVED

SEP 30 PM 1:00

10/1/2026



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

State of West Virginia
Centralized Request for Quote
Construction

Proc Folder: 2022451

Doc Description: Replace 4,000 ties on SBVR and gage installed tie

Reason for Modification:

ADDENDUM NO_3
Vendor Questions and responses

Proc Type: Central Purchase Order

Date Issued	Solicitation Closes	Solicitation No	Version
2026-09-17	2026-10-01 13:30	CRFQ 0810 DMT2700000001	4

BID RECEIVING LOCATION

BID CLERK

DEPARTMENT OF ADMINISTRATION

PURCHASING DIVISION

2019 WASHINGTON ST E

CHARLESTON WV 25305

US

VENDOR

Vendor Customer Code:

Vendor Name : Rhinehart Railroad Construction, Inc.

Address : 1600 Angleside Road - Suite A

Street :

City : Fallston

State : Maryland

Country : USA

Zip : 21047

Principal Contact : Richard E Rhinehart, Jr. Vice President

Vendor Contact Phone: 410-879-1322 **Email:** richjr@rhinehartrailroad.com

FOR INFORMATION CONTACT THE BUYER

John W Estep

304-558-2566

john.w.estep@wv.gov

**Vendor
Signature X**

FEIN#

52-0907073

DATE

09/28/2026

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

ADDITIONAL INFORMATION**ADDENDUM NO_3**

Addendum No_3 issued to publish and distribute the attached information to the Vendor Community

REQUEST FOR QUOTATION:

West Virginia Purchasing Division is soliciting bids on behalf of WV State Rail Authority (SRA) to establish a contract for the following:

To replace 4,000 crossties and surface track on the South Branch Valley Railroad (SBVR). Per the Bid Requirements, Specifications, Terms and Conditions attached to this solicitation.

INVOICE TO

STATE RAIL AUTHORITY
120 WATER PLANT DR

MOOREFIELD
US

WV

SHIP TO

STATE RAIL AUTHORITY
(DBA) SOUTH BRANCH
VALLEY RAILROAD

120 WATER PLANT DR

MOOREFIELD
US

WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Replace 4,000 Ties between MP 43.0 and MP 51.0	4000.00000	EA	\$159.55	\$638,200.00

Comm Code**Manufacturer****Specification****Model #**

72141603

Extended Description:

Replace 4,000 Ties between MP 43.0 and MP 51.0 on SBVR (Installed tie will be gaged)

SCHEDULE OF EVENTS

Line	Event	Event Date
1	Prebid Meeting - WV Rail Authority Office 10:00am Moorefield	2026-09-01
2	Tech Questions due by 10:00AM	2026-09-09

SOLICITATION NUMBER: CRFQ DMT2700000001**Addendum Number: 3**

The purpose of this addendum is to modify the solicitation identified as CRFQ DMT27000000001 Solicitation" to reflect the change(s) identified and described below.

Applicable Addendum Category:

- ☐ Modify bid opening date and time
- ☐ Modify specifications of product or service being sought
- ☒ Attachment of vendor questions and responses
- ☐ Attachment of pre-bid sign-in sheet
- ☐ Correction of error
- ☐ Other

Additional Documentation:

Vendor Questions and Responses

Terms and Conditions:

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

CRFQ 0810 DMT2700000001 – Questions & Answers

Q 1. What sidings are available for us to use to clear up or store our equipment during the Project?

A1. Petersburg or Durgon. The siding at Durgon has approximately 350 feet of available space. The Petersburg siding has 500 feet plus available space.

Q2. Permits and Licenses

The specifications state: "The vendor shall procure all necessary permits and licenses to comply with all applicable Federal, State, or Local laws, regulations, and ordinances of any regulating body."
Could you please clarify which specific permits and/or licenses will be required for this project?

A2. This is standard language in the purchasing terms and conditions. There are not any specific permits or licenses for this project that we are aware of; however, this could apply to permits that pertain to mobilization or demobilization of your equipment or for moving materials to and from the job site.

Q3. Crosstie Disposal Requirements

We recently completed a project for the West Virginia Central Railroad and were advised that a new law enacted in 2026 requires independent laboratory testing of removed crossties prior to disposal, and that the crossties must be disposed of at a certified landfill. We are currently undergoing this testing process. Would the State Rail Authority consider performing or coordinating this testing for the crossties Associated with this project?

A3. No, this will be the contractor's responsibility.

Q4. How many switches are in the work area to be tamped?

A4. There are two switches in this work area.

Q5. How long after bid due date will job be awarded?

A5. The bids will be reviewed within a few days after the bid closing date and the award recommendation will be made. After this step, the completion of the purchase order

would depend on several factors, including the contractors completing required bonds and paperwork with the WV Purchasing Division.

Q6. With bid opening being September 17, when does the project need to be completed by?

A6. Once the project is awarded, the WV State Rail Authority/South Branch Valley Railroad

will issue the notice to proceed. We will contact the contractor to work with them to

find a good time for them to start. Once the notice to proceed date is set, the contractor will have 180 days from that date to complete the project.

Q7. Are grade 5, 7 inch ties the preferred type of ties or will 80/20 7" ties be accepted?

A7. Ties will be new 7" x 9" x 8'6" Grade 5 ties (an 80/20 mix is acceptable – 80% 7" x 9" x

8'6" and 20% 7" x 8" x 8'6"). The ties will be 100% end-plated. This is stated under

section 1.3 Materials in the Request for Quotation.

Q8. Bid mentions surfacing track. Will ballast be provided the railroad to surface? If not is

there a ballast supplier the railroad uses for their ballast? Assuming AREMA 4A or

AREMA #4 ballast is the preferred ballast size.

A8. If additional ballast is needed, it will be supplied by the South Branch Valley Railroad.

Q9. Is surfacing only being done where ties are replaced or along the whole 8 miles?

A9. The whole 8 miles will include surfacing. See Section 1.1.4 in Request for Quotation.

Q10. Is project tax exempt?

A10. The WV State Rail Authority/South Branch Valley Railroad is tax exempt. Vendor/contractor can't use our tax-exempt information for purchases. Any purchases paid for by another company for this project would not be tax exempt unless that company is a tax-exempt entity.

Q11. Is project prevailing wage?

A11. No, project is not prevailing wage.

Q12. Is the project buy American / domestic requirement?

A12. Yes, this is required.

Q13. Do we need to dispose of the ties that are being replaced?

A13. Yes, contractor will need to dispose of the ties being replaced.

Q14. What is the length of the siding to store rail equipment?

A14. See question 1 and Answer 1

Q15. Can we unload equipment in the same area or just in Petersburg?

A15. Equipment will need to be unloaded in Moorefield, WV.

Q16. Will the railroad provide any missing broken plates and rail anchors?

A16. Yes, the South Branch Valley Railroad will supply and missing broken plates and rail anchors.

Q17. Are we only gauging ties we install?

A17. No, there will be 3,900 track feet of gauging. This will be marked by the South Branch Valley Railroad.

Q18. Is the staging area for the new ties only in Moorefield or are there additional Locations?

A18. Yes, staging area for the new ties will only be in Moorefield.

Q19. Can we get windows to lay out the new ties?

A19. Yes

Q20. Can we work weekends?

**A20. Yes, except the weekends the passenger train runs. That is one weekend a month,
usually the last weekend of the month.**

Q21. What is the time of trains that come through and what days of the week?

**A21. Freight train normally runs Monday through Friday from 6:00 a.m. to 4:00 p.m. one trip
per day. There could be an exception to this. The excursion train runs the last Saturday of every month with a 10:00 a.m. departure running from Romney to Petersburg. See Request for Quotation Miscellaneous Information Section 1.2 (1.2.2 Clarification of work schedule).**

Q22. On the gauging of new ties, AREMA suggest feathering of gauging to multiple ties in

**each direction of the new tie. We will need to know the track footage of required
gauging or the machine tamping will never look correct.**

**A22. There will be 3,900 track feet of gauging. This will be marked by the South Branch
Valley Railroad.**

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFO DMT2700000001

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 the 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)

☒ Addendum No. 1	☐ Addendum No. 6
☒ Addendum No. 2	☐ Addendum No. 7
☒ Addendum No. 3	☐ Addendum No. 8
☐ Addendum No. 4	☐ Addendum No. 9
☐ Addendum No. 5	☐ Addendum No. 10

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

Rhinehart Railroad Construction, Inc.

Company

Authorized Signature

9/28/2026

Date

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

INTENTIONALLY BLANK

Agency _____
REQ.P.O# _____**BID BOND**

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Rhinehart Railroad Construction, Inc.
 of Fallston, Maryland, as Principal, and Harco National Insurance Company
 of Raleigh, NC, a corporation organized and existing under the laws of the State of Illinois
 with its principal office in the City of Rolling Meadows, as Surety, are held and firmly bound unto the State
 of West Virginia, as Obligee, in the penal sum of Five Percent of Bid Amount (\$ 5%) for the payment of which,
 well and truly to be made, we jointly and severally bind ourselves, our heirs, administrators, executors, successors and assigns.

The Condition of the above obligation is such that whereas the Principal has submitted to the Purchasing Section of the
 Department of Administration a certain bid or proposal, attached hereto and made a part hereof, to enter into a contract in writing for
Solicitation No. CRFO 0810 DMT2700000001; Replace 4,000 ties on SBVR and gage installed tie

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.

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 17th day of September, 2026.

Principal Seal

Rhinehart Railroad Construction, Inc.
 (Name of Principal)

By David Luwara
 (Must be President, Vice President, or
 Duly Authorized Agent)

Assistant Vice President
 (Title)

Surety Seal



Harco National Insurance Company
 (Name of Surety)

Ryan Hays
 Ryan Hays 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.

POWER OF ATTORNEY
HARCO NATIONAL INSURANCE COMPANY
INTERNATIONAL FIDELITY INSURANCE COMPANY

Member companies of IAT Insurance Group, Headquartered: 4200 Six Forks Rd, Suite 1400, Raleigh, NC 27609

Bond # Bid Bond
 Principal Rhinehart Railroad Construction, Inc.
 Oblgee West Virginia Rail Authority (DBA) South Branch Valley Railroad

KNOW ALL MEN BY THESE PRESENTS: That **HARCO NATIONAL INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of Illinois, and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of New Jersey, and having their principal offices located respectively in the cities of Rolling Meadows, Illinois and Newark, New Jersey, do hereby constitute and appoint

Ryan Hays

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, including but not limited to Proposal Bonds and Consents of Surety, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** and is granted under and by authority of the following resolution adopted by the Board of Directors of **INTERNATIONAL FIDELITY INSURANCE COMPANY** at a meeting duly held on the 3rd day of June 2025 and by the Board of Directors of **HARCO NATIONAL INSURANCE COMPANY** at a meeting held on the 3rd day of June 2025.

"RESOLVED, that (1) the Chief Executive Officer, President, Executive Vice President, Senior Vice President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, including but not limited to Proposal Bonds and Consents of Surety, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** have each executed and attested these presents on this 17th day of September, 2026



STATE OF NEW JERSEY
County of Essex

STATE OF ILLINOIS
County of Cook



Michael F. Zürcher
Executive Vice President, Harco National Insurance Company
and International Fidelity Insurance Company

On this 17th day of September, 2026, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.



IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

Cathy Cruz
a Notary Public of New Jersey
My Commission Expires April 16, 2029

CERTIFICATION

I, the undersigned officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand this 17th day of September, 2026

Irene Martins, Assistant Secretary

HARCO NATIONAL INSURANCE COMPANY

1701 GOLF ROAD, SUITE 1-600, ROLLING MEADOWS, IL 60008

**STATEMENT OF ASSETS, LIABILITIES, SURPLUS AND OTHER FUNDS
AT DECEMBER 31, 2025****ASSETS**

Bonds (Amortized Value)	\$190,463,802
Stocks (Preferred Stocks)	12,219,973
Stocks (Common Stocks)	1,314,699,186
Cash, Bank Deposits & Short-Term Investments	117,085,365
Other Invested Assets	3,714,000
Unpaid Premiums & Assumed Balances	93,405,783
Deferred Premiums, Agents Balances & Installments booked	8,386,436
Reinsurance Recoverable from Reinsurers	47,226,955
Reinsurance - Funds Held by or deposited with reinsured companies ..	22,464,076
Current Federal & Foreign Income Tax Recoverable & Interest	8,095,166
Investment Income Due and Accrued	2,727,906
Receivables from Parent Subsidiaries & Affiliates	7,310,994
Other Assets	1,001,937
TOTAL ASSETS	<u>\$1,828,801,579</u>

LIABILITIES, SURPLUS & OTHER FUNDS

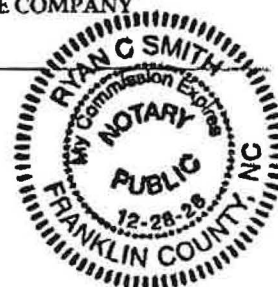
Losses (Reported Losses Net as to Reinsurance Ceded and Incurred But Not Reported Losses)	\$220,481,991
Reinsurance payable on paid losses & loss adjustment expense	6,897,981
Loss Adjustment Expenses	53,102,653
Commissions Payable, Contingent Commissions & Other Similar Charges ..	3,810,343
Other Expenses (Excluding Taxes, Licenses and Fees)	0
Taxes, Licenses & Fees (Excluding Federal Income Tax)	984,220
Current federal and foreign income taxes	0
Net Deferred Tax Liability	12,146,138
Unearned Premiums	161,650,739
Advance Premium	736,060
Ceded Reinsurance Premiums Payable	65,309,444
Funds held by Company under reinsurance treaties	30,977,229
Amounts Withheld by Company for Account of Others	46,204,657
Payable to Parent Subsidiaries & Affiliates	8,429,898
Other Liabilities	3,672,564
TOTAL LIABILITIES	<u>\$614,403,917</u>
Common Capital Stock	\$3,500,004
Gross Paid-in & Contributed Surplus	670,781,834
Unassigned Funds (Surplus)	540,115,824
Surplus as Regards Policyholders	<u>\$1,214,397,662</u>
TOTAL LIABILITIES, SURPLUS & OTHER FUNDS ..	<u>\$1,828,801,579</u>

I, John Mruk, Treasurer of HARCO NATIONAL INSURANCE COMPANY, certify that the foregoing is a fair statement of Assets, Liabilities, Surplus and Other Funds of this Company, at the close of business, December 31, 2025, as reflected by its books and records and as reported in its statement on file with the Insurance Department of the State of Illinois.

IN TESTIMONY WHEREOF, I have set my hand and affixed the seal of the Company, this 9th day of March, 2026.
HARCO NATIONAL INSURANCE COMPANY

SIGNED AND SWORN to before me on this 10th day of March, 2026.

Ryan C Smith
NOTARY PUBLIC, STATE OF NC



West Virginia Offices of the Insurance Commissioner



Certificate of Authority

Whereas, **Harco National Insurance Company**, domiciled in the State of **Illinois**, has complied with all the requirements of the laws of this State so as to entitle it to transact its appropriate business in the State of West Virginia.

Therefore, I the undersigned, Insurance Commissioner of the State of West Virginia, pursuant to the authority vested in me by the laws of this State, do hereby authorize it to transact the business of insurance as defined in Chapter 33

Marine - Article 1, Section 10(d)
Surety - Article 1, Section 10(f)(1)
Fire - Article 1, Section 10(c)
Casualty - Article 1, Section 10(e)
Surety - Article 1, Section 10(f)(2)
Surety - Article 1, Section 10(f)(3)

of the 1931 Code of West Virginia as amended, in the State of West Virginia in accordance with the laws thereof until midnight on the 31st day of May, 2027, unless this license be sooner revoked. Pursuant to W. Va. Code §33-3-2(c), the above authorization does not allow the insurer to transact a kind of insurance in this State unless duly authorized or qualified to transact such insurance in the state or country of its domicile.

In Testimony Whereof, I have hereunto set my hand and affixed my seal of office at the City of Charleston this 1st day of June, 2026.

Allan L. McVey
Insurance Commissioner

NAIC # 26433
SBS Company # 109405157

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WV-73
Approved / April 30, 2020



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

I, Chris Wysocki, after being first duly sworn, depose and state as follows:

1. I am an employee of Rhinehart Railroad Construction, Inc.; and,
(Company Name)
2. I do hereby attest that Rhinehart Railroad Construction, Inc.
(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.

We are obligated to comply with the DOT and Federal Rail Administration drug and alcohol program under 49 CFR Part 214.7 for general systems railroad.

Printed Name: Chris Wysocki
Signature: [Signature]
Title: Safety officer
Company Name: Rhinehart Railroad Construction, Inc.
Date: 9/30/2026

Maryland
STATE OF WEST VIRGINIA,

COUNTY OF Harford, TO-WIT:

Taken, subscribed and sworn to before me this 30th day of September, 2026.

By Commission expires April 07, 2027

(Seal)

[Signature]
(Notary Public)

Cynthia J. Rhinehart
NOTARY PUBLIC
Harford County
MARYLAND

Rev. July 7, 2017