



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
RMA70002

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
KRISTA FERRELL 304-558-2596

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Amtrac RR Contractors of MD
9436 Earley Drive
Hagerstown, MD 21740-1737

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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
07/26/2006				

BID OPENING DATE: 08/30/2006 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	EA		968-27	775,500.00	775,500.00
THE WEST VIRGINIA STATE RAIL AUTHORITY (SRA) WISHES						
REQUEST FOR QUOTATION						
THE WEST VIRGINIA PURCHASING DIVISION FOR THE AGENCY, THE WEST VIRGINIA STATE RAIL AUTHORITY, IS SOLICITING BIDS TO PROVIDE THE AGENCY WITH THE INSTALLATION/ REPLACEMENT OF TIES AND CULVERTS, PLACEMENT OF RIP-RAP AND BALLAST, DITCHING AND TAMPING AND SURFACING ON ITS WEST VIRGINIA CENTRAL RAILROAD PER THE ATTACHED SPECIFICATIONS.						
A MANDATORY PRE-BID MEETING WILL BE HELD ON AUGUST 9, 2006 AT 10:00 AM. EVERYONE WILL MEET AT CHEAT BRIDGE, WV. THIS MEETING INCLUDES AN INSPECTION TRIP OF THE PORTION OF THE RAILROAD WHERE THE WORK WILL BE COMPLETED. BIDDERS MUST PROVIDE THEIR OWN HY-RAIL EQUIPMENT OR MAKE ARRANGEMENTS WITH OTHER POTENTIAL VENDORS TO RIDE WITH THEM. IF A VENDOR COMES TO THE PRE-BID WITHOUT MAKING PRIOR ARRANGEMENTS FOR THE HY-RAIL ACCESS AND THERE ARE NO AVAILABLE SEATS, THE CONTRACTOR WILL BE UNABLE TO INSPECT THE TRACK AND POSSIBLY UNABLE TO BID ON THIS PROJECT. CONTRACTORS WISHING TO ATTEND MUST PRE-REGISTER WITH KRISTA FERRELL AT THE WEST VIRGINIA PURCHASING DIVISION VIA EMAIL AT KFERRELL@WVADMIN.GOV OR BY FAX AT 304-558-4115 NO LATER THAN AUGUST 5, 2006 BY 4:30 PM. QUESTIONS PRIOR TO THE PRE-BID INSPECTION MUST BE SUBMITTED IN WRITING TO KRISTA FERRELL AT THE ABOVE EMAIL/FAX AND WILL BE ADDRESSED AT THE MEETING.						

RECEIVED AUG 01 2006

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
<i>Krista Ferrell</i>	301-797-3730	9/25/06
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
VICE PRESIDENT	351649116	

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. All quotations are governed by the *West Virginia Code* and the *Legislative Rules* of the Purchasing Division.
4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125.00 registration fee.
5. All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the term of the Purchase Order/Contract, 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.
6. Payment may only be made after the delivery and acceptance of goods or services.
7. Interest may be paid for late payment in accordance with the *West Virginia Code*.
8. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
9. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
11. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
12. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, this contract is automatically null and void, and is terminated without further order.
14. **HIPAA Business Associate Addendum** - The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Covered Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division.
2. **SPECIFICATIONS:** 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. Complete all sections of the quotation form.
4. Unit prices shall prevail in cases of discrepancy.
5. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
6. **BID SUBMISSION:** 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.

SIGNED BID TO:

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



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01:30PM

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<p>VENDORS FAILING TO ATTEND THE MANDATORY PRE-BID MEETING WILL BE DISQUALIFIED. NO PERSON MAY REPRESENT MORE THAN ONE BIDDER.</p> <p>EXHIBIT 5</p> <p>NOTICE TO PROCEED: THIS CONTRACT IS TO BE PERFORMED BY JUNE 30, 2007. UNLESS OTHERWISE SPECIFIED, THE FULLY EXECUTED PURCHASE ORDER WILL BE CONSIDERED NOTICE TO PROCEED.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE MATERIALS OR WORKMANSHIP SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM WITH THE SPECIFICATIONS OF THE BID AND CONTRACT HERE IN.</p> <p>WAGE RATES: CONTRACTOR WILL USE HEAVY AND HIGHWAY CONSTRUCTION RATES AS ESTABLISHED FOR BARBOUR, RANDOLPH, AND POCAHONTAS COUNTIES. THESE RATES ARE PURSUANT TO WV CODE 21-5A, ET. SEQ. AND ARE AVAILABLE AT WWW.WVSOS.COM/ADLAW/WAGERATES/HEAVYHIGHWAY04.HTM.</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>						

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	<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 BE SUBMITTED WITH EACH BID AS A BID BOND. THE SUCCESSFUL BIDDER SHALL ALSO FURNISH A PERFORMANCE BOND AND LABOR/MATERIAL BOND FOR 100% OF THE AMOUNT OF THE CONTRACT. BONDS MAY BE PROVIDED IN THE FORM OF A CERTIFIED CHECK, IRREVOCABLE LETTER OF CREDIT, OR BOND FURNISHED BY A SOLVENT SURETY COMPANY AUTHORIZED TO DO BUSINESS IN THE STATE OF WEST VIRGINIA. A LETTER OF CREDIT SUBMITTED IN LIEU OF A PERFORMANCE AND LABOR & MATERIAL 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>					

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<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 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>						

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	REV. 3/88					
	EXHIBIT 9					
	NOTICE FOR ISSUANCE & ACKNOWLEDGEMENT OF CONSTRUCTION PROJECT ADDENDA					
	THE ARCHITECT/ENGINEER AND/OR AGENCY SHALL BE REQUIRED TO ABIDE BY THE FOLLOWING SCHEDULE IN ISSUING CONSTRUCTION PROJECT ADDENDA FOR STATE AGENCIES:					
	(1) THE ARCHITECT/ENGINEER SHALL PREPARE THE ADDENDUM AND A LIST OF ALL PARTIES THAT HAVE PROCURED DRAWINGS AND SPECIFICATIONS FOR THE PROJECT. THE ADDENDUM AND LIST SHALL BE FORWARDED TO THE BUYER IN THE STATE PURCHASING DIVISION. THE ARCHITECT/ENGINEER SHALL ALSO SEND A COPY OF THE ADDENDUM TO THE STATE AGENCY FOR WHICH THE CONTRACT IS ISSUED.					
	(2) THE BUYER SHALL SEND THE ADDENDUM TO ALL INTERESTED PARTIES AND, IF NECESSARY, EXTEND THE BID OPENING DATE. ANY ADDENDUM SHOULD BE RECEIVED BY THE BUYER WITHIN FOURTEEN (14) DAYS PRIOR TO THE BID OPENING DATE.					
	(3) ALL ADDENDA SHOULD BE FORMALLY ACKNOWLEDGED BY ALL BIDDERS AND SUBMITTED TO THE STATE PURCHASING DIVISION AND THE STATE AUDITOR'S OFFICE. THE SAME RULES AND REGULATIONS THAT APPLY TO THE ORIGINAL BIDDING DOCUMENT SHALL ALSO APPLY TO AN ADDENDUM DOCUMENT. THE ONLY EXCEPTION MAY BE FOR AN ADDENDUM THAT IS ISSUED FOR THE SOLE PURPOSE OF CHANGING A BID OPENING TIME AND/OR DATE.					
	REV. 11/96					

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EXHIBIT 10						
ADDENDUM ACKNOWLEDGEMENT						
I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.						
ADDENDUM NOS.:						
NO. 1		8/2/06		R2M		
NO. 2		8/8/06		R2M		
NO. 3		8/23/06		R2M		
NO. 4		9/8/06		R2M		
NO. 5		9/18/06		R2M		
I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF THE BIDS.						
					SIGNATURE	
AMTRAC RAILROAD CONTRACTORS OF MARYLAND, INC.					COMPANY	
9/18/06					DATE	
REV. 11/96						
CONTRACTORS LICENSE WV020362						

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<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 BE 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: <i>Amtrak Railroad Contractors Of Maryland, Inc</i></p> <p>CONTRACTORS LICENSE NO.: <i>WV020362</i></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</p>						

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EFFECT.						
BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.						
REV. 1/2005						
NOTICE						
A SIGNED BID MUST BE SUBMITTED TO:						
DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130						
THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:						
SEALED BID						
BUYER: 21						
REQ. NO.: RMA70002						
BID OPENING DATE: 08/30/2006						
BID OPENING TIME: 1:30 PM						
PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:						

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FAX 301-797-3740

PLEASE PRINT OR TYPE NAME OF PERSON TO CONTACT
CONCERNING THIS QUOTE:

ROBERT L. MATTHEWS

***** THIS IS THE END OF RFQ RMA70002 ***** TOTAL:

\$ 775,500.00

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REQUEST FOR QUOTATION

010

The West Virginia Purchasing Division for the agency, The West Virginia State Rail Authority is soliciting bids for the installation/replacement of ties and culverts, placement of rip-rap and ballast, ditching and tamping and surfacing on its West Virginia Central Railroad (WVCR).

DESCRIPTION OF WORK

TIE REPLACEMENT: MP 18 TO MP 23.5 – 1,000 ties (75% in curves)

1. Tie Replacement
 - a. Ties will be handled carefully to avoid damage in accordance with AREMA specifications.
 - b. The contractor will replace only those ties marked for replacement by WVCR.
 - c. The contractor will remove and properly dispose of old ties. Ties must be stacked clear of tracks and must not be stacked on property other than WVCR right-of-way.
 - d. New and old ties can be stored at Belington, Elkins and Bowden.
2. Spiking of Ties
 - a. New ties will be spiked to a gage of 56 ½ inches, plus or minus ¼ inch. Additional ties will be plugged and respiked to correct gage to ensure there is no abrupt change in gage where ties are replaced.
 - b. All ties replaced or respiked will have new spikes. Old spikes will not be reused. Spikes shall be started and driven vertically and square with the rail. They shall have full bearing against the side of the rail base. Spikes shall not be overdriven. Ties on tangents will get four spikes per tie. Ties on curve will get six spikes per tie. The correct spiking pattern will be used on all new ties and any adjacent ties that are respiked to correct gage.
3. Rail Anchors
 - a. All rail anchors will be reapplied in their existing location and properly fitted against ties.
4. Tamping
 - a. Tie gang will tamp all newly inserted ties as they are placed in the track and ballast will be replaced at ends of ties.
5. Final Surfacing, Alignment and Ballast Regulating
 - a. Contractor will use a Jackson 6700, Mark IV or equivalent tamper to give the track within the designated area a "skin lift" and establish best fit for curves including appropriate spirals. Surfacing will taper into bridges and grade crossings.
 - b. Two insertions will be made for each tie.
 - c. WVCR will provide information on superelevation of curves.
 - d. When surfacing a turnout, tamping will continue for a distance of at least 100 feet onto the side track to ensure uniform surface through the turnout.

- e. A ballast regulator will follow the tamper to regulate ballast and reshape shoulders. Contractor will place any additional ballast where it may be needed after surfacing. All curves with welded rail will have a ballast shoulder of at least 12 inches on the outside curve.

PLACE RIP-RAP:

MP 57.5 – MP 56 -- 3,000 TONS

MP 53.5 – MP 53.8 -- 400 TONS

Total estimated quantity: 3,400 tons

PLACE BALLAST:

MP 72.4 – Cheat Bridge Siding – 200 tons

MP 72.2 - 20 tons

MP 71.1 – 71.3 - 30 tons

MP 69.1 – 69.2 - 20 tons

MP 68.2 – 68.4 - 20 tons

MP 63.9 – 62.0 - 20 tons

MP 58.7 – 58.9 - 40 tons

MP 57.6 – 57.0 - 200 tons

MP 56.3 – 56.5 - 50 tons

MP 54.1 – 54.3 - 20 tons

MP 53.1 – 53.5 - 180 tons

MP 52.7 – 52.9 - 100 tons

MP 47.1 – 47.2 - 40 tons

MP 44.5 – 44.8 - 40 tons

Total estimated quantity: 1,000 tons

SURFACING AND BALLAST REGULATION:

Estimated amount: 20 track miles

CULVERT INSTALLATION: Fifteen 24 inch, 40 feet long

One 36 inch, 30 feet long

Locations: MP 87.5 – depth approximately 48 feet (36)

MP 71.1 – depth approximately two feet (24)

MP 66.6 – depth approximately three feet (24)

MP 55.6 – depth approximately one foot (24)

MP 56.1 – depth approximately three feet (24)

MP 51.1 – depth approximately two feet (24)

10 culverts between MP 2.0 & MP 9.0 depth 3 feet (24)

DITCHING: Five locations have been identified on the attached map equaling approximately 3,000 feet of ditching. This is heavy ditching in some locations. Material must be removed and disposed of by the contractor. During the pre-bid it will be determined if there is an area where the fill can be dumped. Also, some of the smaller fill can be used to fix a washed out crib on a culvert at MP 36.6. Heavier fill may be able to be used at Rip-Rap placement location. This will be determined at the pre-bid.

RAIL INSTALLATION: The map shows 105 lb. rail that needs replaced at MP 61.2. The 105 lb. rail is located at MP 59. Also, there is ribbon rail laying in ditches (between MP 62.4 & MP 83.0) at some curves that needs to be installed to replace existing jointed rail. Exact locations will be noted during the pre-bid.

CONDUCT OF WORK

012

Maps showing the location of work sites and access points are included as Attachment B.

Freight trains run at least once a week. Excursion trains start in May (weekends only). The track must be made safe for train traffic on those days. Contractor will need to coordinate work with the Durbin & Greenbrier Valley Railroad, the operator of the WVCR. Contacts are John Smith, President at 304-456-4935 ext. 103 or Matt Reese, Superintendent at 304-456-3442.

Work will be subject to inspection by the SRA and WVCR.

The contractor will comply with all safety rules and regulations as required by the Federal Railroad Administration, WVCR and other parties as applicable. A DGVR employee will be with the contractor every workday and will have the authority to occupy the track.

DGVR will provide a work train (engineer, conductor, locomotive and three hopper cars) for \$175 per hour.

Contractor will use Heavy and Highway Construction Rates as established for Barbour, Randolph and Pocahontas Counties. These rates are pursuant to WV Code 21-5A, et. Seq. and are available at www.wvsos.com/adlaw/wagerates/heavyandhighway04.htm. Contractor will be responsible for submitting certified payrolls to the SRA.

There are sidings at Belington, Elkins, Bowden and Bemis that can be used to tie-up equipment.

MATERIALS

Contractor will provide all materials and equipment required for this project.

Contractor will provide new ties, tie plugs and spikes and will transport them to the work site.

Ties will be new 7" x 9" x 8'6" industrial grade. Specifications in AREMA Chapter 3 will govern. Ties will be mixed hardwoods and oak, 100% end plated and creosote pressure treated to 7# retention or refusal. Contractor will provide treated tie plugs and 6" cut track spikes per AREMA specifications. Tie plates will be provided by the WVCR where existing tie plates are defective or missing.

Joint bars will be marked for replacement between MP 59 & 81. 200 joint bars will be marked. Contractor will provide joint bars that meet AREMA specifications.

Ballast shall be crushed stone or crushed 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

Stone for rip-rap shall consist of field stone or rough unhewn quarry stone as nearly rectangular as possible. Stone shall be from 10 to 36 inches.

The phone number of J.F. Allen Company (local quarry) is 304-636-6095.

Culvert pipe will be polyethylene pipe with smooth interior.

COMPLETION DATE

All work must be completed by June 30, 2007. The cost to the SRA for the administration of the contract as well as for train delays that will be incurred by the WVCR after that date make if necessary for the agency to access liquidated damages against the contractor for each calendar day any work remains uncompleted after that date. The charge will be \$500 per day.

BID REQUIREMENTS

Contractor MUST have previous experience in railroad crosstie replacement and track surfacing.

A mandatory pre-bid meeting will be held on August 9, 2006 at 10:00 am. Everyone will meet at Cheat Bridge, WV. This meeting includes and inspection trip of the portion of railroad where the work will be completed. Bidders must provide their own hy-rail equipment or make arrangements with other potential vendors to ride with them. If a vendor comes to the pre-bid without making prior arrangements for hy-rail access and there are no available seats, the contractor will be unable to inspect the track and possibly unable to bid on this project. Contractors wishing to attend must inform Krista Ferrell via email at kferrell@wvadmin.gov or by fax at 304-558-4115 by August 5, 2006. Questions prior to the prebid inspection must be submitted in writing to Krista Ferrell at the above email/fax and will be addressed at the meeting.

The quantities in the RFQ are for estimating purposes only. The actual scope of work will be issued to the contractor on a written state contract order (Form number WV-39). The awarded unit price will be used to determine the cost of the actual scope of work authorized.

For bidding purposes, contractor is to give a unit cost for each item listed below. Low bid will be determined by the lowest total amount for all unit costs multiplied by the estimated quantities as listed below:

Tie Replacement (excluding gaging, tamping and ballast regulation)

Estimated quantity 1,000 ties x unit cost \$ 111.⁰⁰ per tie =
\$ 111,000.⁰⁰

Gaging (new and respiked crossties)

Estimated quantity 1,500 ties x unit cost \$ 11.⁰⁰ per tie =
\$ 16,500.⁰⁰

Rip-Rap Placement

Estimated quantity 3,400 tons x unit cost \$ 40.⁰⁰ per ton =
\$ 136,000.⁰⁰

Ballast Replacement

Estimated quantity 1,000 tons x unit cost \$ 45.⁰⁰ per ton =
\$ 45,000.⁰⁰

Surfacing/Ballast Regulation

Estimated quantity 20 miles x 5,280 feet/mile x unit cost \$ 2.50 per track foot =
\$ 264,000.⁰⁰

Culvert Replacement

Estimated quantity 15 culverts (24 inch) x 40 feet per culvert x unit cost
\$ 90.⁰⁰ per foot = \$ 54,000.⁰⁰

Estimated quantity 1 culverts (36 inch) x 30 feet per culvert x unit cost
\$ 100.⁰⁰ per foot = \$ 3,000.⁰⁰

Joint Bar Replacement

Estimated quantity 200 joint bars x unit cost \$ 84.⁰⁰ per joint bar =
\$ 16,800.⁰⁰

Ditching

Estimated quantity 2,700 feet x unit cost \$ 14.⁰⁰ per foot =
\$ 37,800.⁰⁰

Rail Replacement

Estimated quantity 3,400 feet x unit cost \$ 21.⁰⁰ per foot =
\$ 71,400.⁰⁰

Destressing of Rail

Estimated quantity 2,000 feet x unit cost \$ 5.⁰⁰ per foot =
\$ 10,000.⁰⁰

Mobilization

Estimated quantity one trip x unit cost \$ 10,000.⁰⁰ per trip =
\$ 10,000.⁰⁰

TOTAL COST OF ESTIMATED AMOUNTS \$ 775,500.⁰⁰



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

RMA70002

PAGE

1

ADDRESS CORRESPONDENCE TO ATTENTION OF:

KRISTA FERRELL
304-558-2596

V
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Amtrac RR Contractors of MD
9436 Earley Drive
Hagerstown, MD 21740-1737

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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
08/02/2006				

BID OPENING DATE: 08/30/2006 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 1						
THIS ADDENDUM IS ISSUED TO CLARIFY THE BID OPENING DATE.						
PRE-BID MEETING: AUGUST 9, 2006 AT 10:00 PM						
DRIVING DIRECTIONS ARE ATTACHED.						
BID OPENING DATE: 08/30/2006						
BID OPENING TIME: 1:30 PM						
***** END ADDENDUM NO. 1 *****						
0001	1	EA		968-27	775,500. ⁰⁰	775,500. ⁰⁰
THE WEST VIRGINIA STATE RAIL AUTHORITY (SRA) WISHES						
***** THIS IS THE END OF RFQ RMA70002 ***** TOTAL:						775,500. ⁰⁰

RECEIVED AUG 08 2006

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Paul J. Matthews</i>	TELEPHONE 301-797-3730	DATE 9/25/06
TITLE VICE PRESIDENT	FEIN 351649116	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. All quotations are governed by the *West Virginia Code* and the *Legislative Rules* of the Purchasing Division.
4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125.00 registration fee.
5. All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the term of the Purchase Order/Contract, 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.
6. Payment may only be made after the delivery and acceptance of goods or services.
7. Interest may be paid for late payment in accordance with the *West Virginia Code*.
8. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
9. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
11. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
12. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, this contract is automatically null and void, and is terminated without further order.
14. **HIPAA Business Associate Addendum** - The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Covered Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division.
2. **SPECIFICATIONS:** 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. Complete all sections of the quotation form.
4. Unit prices shall prevail in cases of discrepancy.
5. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
6. **BID SUBMISSION:** 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.

SIGNED BID TO:

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



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

WV PURCHASING ACA SECT Fax 304-558-4115

Aug 8 2006 02:22pm P001/001

Request for Quotation

RFQ NUMBER
RMA70002

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
KRISTA FERRELL 304-558-2596

RFQ COPY
TYPE NAME/ADDRESS HERE

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	FOB	FREIGHT TERMS		
08/08/2006						
BID OPENING DATE: 08/30/2006		BID OPENING TIME		01:30PM		
LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
				ADDENDUM NO. 2		
				THIS ADDENDUM IS ISSUED FOR CLARIFICATION:		
				PRE-REGISTRATION FOR THE PRE-BID MEETING IS NOT MANDATORY, HOWEVER, IT IS MANDATORY THAT ALL VENDORS PROVIDE OR MAKE ARRANGEMENTS FOR THEIR OWN HY-RAIL TRANSPORTATION.		
				THE WEST VIRGINIA RAIL AUTHORITY WILL NOT PROVIDE TRANSPORTATION TO ANY VENDOR REGARDLESS OF SITUATION.		
				MANDATORY PRE-BID MEETING REMAINS: AUGUST 9, 2006 AT 10:00 AM AT CHEAT BRIDGE, WV.		
				BID OPENING DATE REMAINS: 08/30/2006		
				BID OPENING TIME REMAINS: 1:30 PM		
				***** END ADDENDUM NO. 2 *****		
0001	1	EA		968-27		775,500. ⁰⁰
				THE WEST VIRGINIA STATE RAIL AUTHORITY (SRA) WISHES		

SIGNATURE <i>[Signature]</i>		TELEPHONE 301-797-3730	DATE 9/25/06
TITLE VICE PRESIDENT	FEIN 351642116	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
2019 Washington Street East
Post Office Box 50130
Charleston, WV 25305-0130

Request for Quotation

RFQ NUMBER

RMA70002

PAGE

1

ADDRESS CORRESPONDENCE TO ATTENTION OF:

KRISTA FERRELL
304-558-2596

V
E
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Amtrac RR Construction of MD
Bob Matthews
9436 Earley Drive
Hagerstown, MD 21740

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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
08/23/2006				

BID OPENING DATE:

09/12/2006

BID OPENING TIME

01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 3						
THIS ADDENDUM IS ISSUED TO EXTEND THE BID OPENING DATE AND TO PROVIDE A COPY OF THE PRE-BID SIGN IN SHEET. QUESTIONS FROM THE PRE-BID MEETING WILL BE ANSWERED BY ADDENDUM AT A LATER DATE.						
BID OPENING DATE IS EXTENDED TO: 09/12/2006 BID OPENING TIME REMAINS: 1:30 PM						
***** END ADDENDUM NO. 3 *****						
0001	1	EA		968-27	775,500. ⁰⁰	775,500. ⁰⁰
THE WEST VIRGINIA STATE RAIL AUTHORITY (SRA) WISHES						
***** THIS IS THE END OF RFQ RMA70002 ***** TOTAL: 775,500. ⁰⁰						
RECEIVED AUG 29 2006						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
<i>[Signature]</i>	301-797-3730	9/25/06
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
VICE PRESIDENT	351649116	

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

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SIGNED BID TO:

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



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

RMA70002

PAGE

1

ADDRESS CORRESPONDENCE TO ATTENTION OF:

KRISTA FERRELL
304-558-2596

*709023822 301-797-3730
AMTRAC RAILROAD CONTRACTORS OF
9436 EARLEY DRIVE

HAGERSTOWN MD 21740-1737

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	FOB	FREIGHT TERMS
09/08/2006				

BID OPENING DATE: 09/19/2006 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 4						
THIS ADDENDUM IS ISSUED TO ANSWER QUESTIONS RAISED AT THE MANDATORY PRE-BID MEETING HELD ON 08/09/2006.						
ALSO, TO EXTEND THE BID OPENING DATE TO ALLOW VENDORS THE TIME TO INCORPORATE THESE ANSWERS INTO THEIR BID RESPONSES.						
BID DATE IS EXTENDED TO: 09/19/2006						
BID OPENING TIME REMAINS: 1:30 PM						
***** END ADDENDUM NO. 4 *****						
0001	1	EA		968-27	775,500. ⁰⁰	775,500. ⁰⁰
THE WEST VIRGINIA STATE RAIL AUTHORITY (SRA) WISHES						
***** THIS IS THE END OF RFQ RMA70002 ***** TOTAL:						775,500. ⁰⁰

RECEIVED SEP 14 2006

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>[Signature]</i>	TELEPHONE 301-797-3730	DATE 9/25/06
TITLE VICE PRESIDENT	FEIN 351649116	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)**

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5. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
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SIGNED BID TO:

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



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

WV PURCHASING ACA SECT Fax 304-558-4115

Sep 18 2006 04:21pm P001/002

Request for Quotation

RFQ NUMBER

RMA70002

PAGE

1

ADDRESS CORRESPONDENCE TO ATTENTION OF

KRISTA FERRELL
304-558-2596

RFQ COPY

TYPE NAME/ADDRESS HERE

VENDOR

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

SHIP TO

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
09/18/2006				

BID OPENING DATE:	09/26/2006	BID OPENING TIME	01:30PM
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LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
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ADDENDUM NO. 5

THIS ADDENDUM IS ISSUED TO CLARIFY ITEMS ON ADDENDUM NO. 4. ALSO TO EXTEND THE BID DATE TO ALLOW VENDORS TO INCORPORATE THE CLARIFICATIONS INTO THEIR BID RESPONSE.

BID OPENING DATE IS EXTENDED TO: 09/26/2006
BID OPENING TIME REMAINS: 1:30 PM

***** NO OTHER CHANGES *****

001 1 EA 968-27 775,500.⁰⁰ 775,500.⁰⁰
THE WEST VIRGINIA STATE RAIL AUTHORITY (SRA) WISHES

***** THIS IS THE END OF RFQ RMA70002 ***** TOTAL: 775,500.⁰⁰

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
<i>Paul J. Martin</i>	301-797-3730	9/25/06
VICE PRESIDENT	FEIN 351649116	ADDRESS CHANGES TO BE NOTED ABOVE

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

BID BOND

039

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Amtrac Railroad Contractors of Maryland, Inc
of Hagerstown Maryland, as Principal, and Ohio Farmers Insurance
Co of Westfield Center Ohio, a corporation organized and existing under the laws of the State of Ohio
with its principal office in the City of Westfield Center, as Surety, are held and firmly bound unto the State
of West Virginia, as Oblige, in the penal sum of 5% of bid (\$ 5%) for the payment of which,
well and truly to be made, we jointly and severally bind ourselves, our heirs, administrators, executors, successors and assigns.

The Condition of the above obligation is such that whereas the Principal has submitted to the Purchasing Section of the
Department of Administration a certain bid or proposal, attached hereto and made a part hereof, to enter into a contract in writing for
Installation/Replacement Ties and Culverts placement of Rip Rap and ballast
Ditching, tamping, 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
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
30th day of August, 2006.

Principal Corporate Seal

Amtrac Railroad Contractors of Maryland, Inc.

(Name of Principal)
By Carey A. Chaney
(Must be President or
Vice President)

Carey A. Chaney, Vice President
(Title)

Surety Corporate Seal

OHIO FARMERS INSURANCE COMPANY
(Name of Surety)

Robert P. Stimpson
Attorney-in-Fact
Robert P. Stimpson

IMPORTANT - Surety executing bonds must be licensed in West Virginia to transact surety insurance. Corporate seals must be affixed,
and power of attorney must be attached.

General
Power
of Attorney

CERTIFIED COPY

POWER NO. 1303532 04

Westfield Insurance Co.
Westfield National Insurance Co.
Ohio Farmers Insurance Co.
Westfield Center, Ohio

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint
ROBERT P. STIMPSON, S. ANNETTE MULLET, JOINTLY OR SEVERALLY

of INDIANAPOLIS and State of IN its true and lawful Attorney(s)-in-Fact, 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-

LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

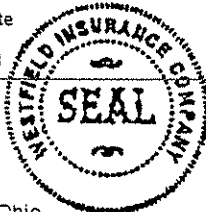
"Be It Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The 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 of indemnity and other conditional or obligatory undertakings 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 as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"Be it Further Resolved, that the signature of any such designated person and the 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 signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their Senior Executive and their corporate seals to be hereto affixed this 08th day of APRIL A.D., 2003 .

Corporate
Seals
Affixed



WESTFIELD INSURANCE COMPANY
WESTFIELD NATIONAL INSURANCE COMPANY
OHIO FARMERS INSURANCE COMPANY

Richard L. Kinnaird, Jr.

By:

Richard L. Kinnaird, Jr., Senior Executive

State of Ohio
County of Medina

ss.:

On this 08th day of APRIL A.D., 2003 , before me personally came Richard L. Kinnaird, Jr. to me known, who, being by me duly sworn, did depose and say, that he resides in Medina, Ohio; that he is Senior Executive of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial
Seal
Affixed



State of Ohio
County of Medina

ss.:

William J. Kahelin

William J. Kahelin, Attorney at Law, Notary Public
My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

I, M. Brooks Rorapough, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS 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; and 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 Westfield Center, Ohio, this 30th day of August, 2006



M. Brooks Rorapough

M. Brooks Rorapough, Secretary