



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  
 RMA900010

PAGE  
 1

ADDRESS CORRESPONDENCE TO ATTENTION OF  
 RON PRICE  
 304-558-0492

VENDOR

\*A30104133 856-423-9385  
 RAILROAD CONSTRUCTORS INC  
 705 MANTUA AVE  
 PAULSBORO NJ 08066

SHIP TO

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
11/12/2008				

BID OPENING DATE: 12/10/2008 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	JB		160-52		
TRACK CONSTRUCTION, CROSSTIE & BRIDGE  CONTRACT TO PROVIDE FOR TRACK CONSTRUCTION, CROSSTIE AND BRIDGE TIE REPLACEMENT, AND SURFACING. ALL WORK IS LOCATED ON THE WEST VIRGINIA CENTRAL RAILROAD PER THE ATTACHED SPECIFICATIONS.  A MANDATORY PREBID WILL BE HELD ON NOVEMBER 18, 2008 AT 10:00 AM AT THE BELINGTON YARD IN BELINGTON, WV. THIS PRE-BID WILL INCLUDE AN 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. FAILURE TO ATTEND THIS PREBID MEETING WILL RESULT IN DISQUALIFICATION OF THE BID. CONTRACTORS SHOULD INFORM RON PRICE AT 304-558-0492 OF THEIR INTENT TO ATTEND.  PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS  1. EXCEPT WHEN AUTHORIZED BY THE DIRECTOR OF THE PURCHASING DIVISION PURSUANT TO SUBSECTION 2 BELOW, NO CONTRACTOR MAY USE OR SUPPLY STEEL PRODUCTS FOR A STATE CONTRACT PROJECT OTHER THAN THOSE STEEL PRODUCTS MADE IN THE UNITED STATES. AS USED IN THIS CONTRACT,  A. "STATE CONTRACT PROJECT" MEANS ANY ERECTION OR CONSTRUCTION OF, OR ANY ADDITION TO, ALTERATION OF OR OTHER IMPROVEMENT TO ANY BUILDING OR STRUCTURE, INCLUDING, BUT NOT LIMITED TO, ROAD						

RECEIVED  
 08 DEC 16 AM 11:00  
 PURCHASING DIVISION  
 STATE OF WV

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: [Signature] TELEPHONE: 856-423-9385 DATE: 12/15/08  
 TITLE: President FEIN: 22-2402473 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 fee.
5. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
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 may be deemed null and void, and 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 Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
15. **WEST VIRGINIA ALCOHOL & DRUG-FREE WORKPLACE ACT:** If this Contract constitutes a public improvement construction contract as set forth in Article 1D, Chapter 21 of the West Virginia Code ("The West Virginia Alcohol and Drug-Free Workplace Act"), then the following language shall hereby become part of this Contract: "The contractor and its subcontractors shall implement and maintain a written drug-free workplace policy in compliance with the West Virginia Alcohol and Drug-Free Workplace Act, as set forth in Article 1D, Chapter 21 of the West Virginia Code. The contractor and its subcontractors shall provide a sworn statement in writing, under the penalties of perjury, that they maintain a valid drug-free work place policy in compliance with the West Virginia and Drug-Free Workplace Act. It is understood and agreed that this Contract shall be cancelled by the awarding authority if the Contractor: 1) Fails to implement its drug-free workplace policy; 2) Fails to provide information regarding implementation of the contractor's drug-free workplace policy at the request of the public authority; or 3) Provides to the public authority false information regarding the contractor's drug-free workplace policy."

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**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 case 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: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130





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3.						
<p>AVAILABLE TO MEET CONTRACT REQUIREMENTS.</p> <p>A CONTRACTOR WHO USES STEEL PRODUCTS IN VIOLATION OF THIS SECTION MAY BE SUBJECT TO CIVIL PENALTIES PURSUANT TO WV CODE SECTION 5A-3-56.</p> <p>REV. 10/01/01</p> <p>EXHIBIT 5</p> <p>WEST VIRGINIA CODE 21-1D-5 PROVIDES THAT: ANY SOLICITATION FOR A PUBLIC IMPROVEMENT CONSTRUCTION CONTRACT REQUIRES EACH VENDOR THAT SUBMITS A BID FOR THE WORK TO SUBMIT AT THE SAME TIME AN AFFIDAVIT OF COMPLIANCE WITH THE BID. THE ENCLOSED PURCHASING AFFIDAVIT MUST BE SIGNED AND SUBMITTED WITH THE BID AS EVIDENCE OF THE VENDOR'S COMPLIANCE WITH THE PROVISIONS OF ARTICLE 1D, CHAPTER 21 OF THE WEST VIRGINIA CODE. FAILURE TO SUBMIT THE SIGNED PURCHASING AFFIDAVIT WITH THE BID SHALL RESULT IN DISQUALIFICATION OF SUCH BID.</p> <p>NOTICE TO PROCEED: THIS CONTRACT IS TO BE PERFORMED WITHIN 365 CALENDAR DAYS AFTER THE NOTICE TO PROCEED IS RECEIVED. 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>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>[Signature]</i>	TELEPHONE 856-423-9385	DATE 12/15/08
TITLE President	FEIN 22-2402473	ADDRESS CHANGES TO BE NOTED ABOVE

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VENDOR PROFILE

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<p>WAGE RATES: THE CONTRACTOR OR SUBCONTRACTOR SHALL PAY THE HIGHER OF THE U.S. DEPARTMENT OF LABOR MINIMUM WAGE RATES AS ESTABLISHED FOR VARIOUS COUNTY, PURSUANT TO WEST VIRGINIA CODE 21-5A, ET, SEQ. (PREVAILING WAGE RATES APPLY TO THIS PROJECT)</p> <p>ARBITRATION: ANY REFERENCES MADE TO ARBITRATION OR INTEREST FOR PAYMENTS DUE (EXCEPT FOR ANY INTEREST REQUIRED BY STATE LAW) CONTAINED IN THIS CONTRACT OR IN ANY AMERICAN INSTITUTE OF ARCHITECTS DOCUMENTS PERTAINING TO THIS CONTRACT ARE HEREBY DELETED.</p> <p>WORKERS' COMPENSATION: VENDOR IS REQUIRED TO PROVIDE A CERTIFICATE FROM WORKERS' COMPENSATION IF SUCCESSFUL.</p> <p>ALL OF THE ITEMS CHECKED BELOW WILL BE A REQUIREMENT OF THIS CONTRACT:</p> <p>(XX) INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF COMMERCIAL GENERAL LIABILITY INSURANCE PRIOR TO ISSUANCE OF CONTRACT. UNLESS OTHERWISE SPECIFIED IN THE BID DOCUMENTS, THE MINIMUM AMOUNT OF INSURANCE COVERAGE REQUIRED IS \$250,000.</p> <p>( ) BUILDERS RISK INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF BUILDERS RISK - ALL RISK INSURANCE IN AN AMOUNT EQUAL TO 100% OF THE AMOUNT OF THE CONTRACT.</p> <p>(XX) BONDS; FIVE PERCENT (5%) OF THE TOTAL AMOUNT OF THE BID PAYABLE TO THE STATE OF WEST VIRGINIA, SHALL B 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 TH</p>						

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<p>STATE OF WEST VIRGINIA. A LETTER OF CREDIT SUBMITTED IN LIEU OF A BOND WILL ONLY BE ALLOWED FOR PROJECTS UNDER \$100,000. PERSONAL OR BUSINESS CHECKS ARE NOT ACCEPCTABLE 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 &amp; STEEL IN PUBLIC WORKS PROJECTS</p> <p>IN ACCORDANCE WITH WEST VIRGINIA CODE 5-19-1 ET., SEQ., EVERY CONTRACT FOR CONSTRUCTION, RECONSTRUCTION, ALTERATION, REPAIR, IMPROVEMENT OR MAINTENANCE OF PUBLIC WORKS, WHERE THE COST IS MORE THAN \$50,000 AND, IN THE CASE OF STEEL ONLY, WHERE THE COST OF STEEL IS MORE THAN \$50,000 OR WHERE MORE THAN 10,000 POUNDS OF STEEL ARE REQUIRED, THE STATE WILL ACCEPT ONLY ALUMINUM GLASS, OR STEEL PRODUCTS PRODUCED IN THE UNITED STATES. IN ADDITION, ITEMS OF MACHINERY OR EQUIPMENT PURCHASED FOR USE AT THE SITE OF PUBLIC WORKS SHALL BE MADE OF DOMESTIC ALUMINUM, GLASS OR STEEL, UNLESS THE COST OF THE PRODUCT IS LESS THAN \$50,000 OR LESS THAN 10,000 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</p>						

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SIGNATURE <i>C.D.O.</i>	TELEPHONE 856-423-9385	DATE 12/15/08
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<p>PRODUCTS. IF THE DOMESTIC ALUMINUM, GLASS OR STEEL PRODUCTS TO BE SUPPLIED OR PRODUCED IN A "SUBSTANTIAL LABOR SURPLUS AREA", AS DEFINED BY THE UNITED STATES DEPARTMENT OF LABOR, FOREIGN PRODUCTS MAY BE SUPPLIED ONLY IF DOMESTIC PRODUCTS ARE 30% OR MORE HIGHER IN PRICE THAN THE FOREIGN MADE PRODUCTS.</p> <p>IF, PRIOR TO THE AWARD OF A CONTRACT UNDER THE ABOVE PROVISIONS, THE SPENDING OFFICER OF THE SPENDING UNIT DETERMINES THAT THERE EXISTS A BID FOR LIKE FOREIGN ALUMINUM, GLASS OR STEEL THAT IS REASONABLE AND LOWER THAN THE LOWEST BID DOMESTIC PRODUCTS, THE SPENDING OFFICE MAY REQUEST, IN WRITING, A REEVALUATION AND REDUCTION IN THE LOWEST BID FOR SUCH DOMESTIC PRODUCTS. ALL VENDORS MUST INDICATE IN THEIR BID IF THEY ARE SUPPLYING FOREIGN ALUMINUM, GLASS OR STEEL.</p> <p>REV. 3/88</p> <p>EXHIBIT 9</p> <p>NOTICE FOR ISSUANCE &amp; ACKNOWLEDGEMENT OF CONSTRUCTION PROJECT ADDENDA</p> <p>THE ARCHITECT/ENGINEER AND/OR AGENCY SHALL BE REQUIRED TO ABIDE BY THE FOLLOWING SCHEDULE IN ISSUING CONSTRUCTION PROJECT ADDENDA FOR STATE AGENCIES:</p> <p>(1) THE ARCHITECT/ENGINEER SHALL PREPARE THE ADDENDUM AND A LIST OF ALL PARTIES THAT HAVE PROCURED DRAWINGS AND SPECIFICATIONS FOR THE PROJECT. THE ADDENDUM AND LIST SHALL BE FORWARDED TO THE BUYER IN THE STATE PURCHASING DIVISION. THE ARCHITECT/ENGINEER SHALL ALSO SEND A COPY OF THE ADDENDUM TO THE STATE AGENCY FOR WHICH THE CONTRACT IS ISSUED.</p>						

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<p>(2) THE BUYER SHALL SEND THE ADDENDUM TO ALL INTERESTED PARTIES AND, IF NECESSARY, EXTEND THE BID OPENING DATE. ANY ADDENDUM SHOULD BE RECEIVED BY THE BUYER WITHIN FOURTEEN (14) DAYS PRIOR TO THE BID OPENING DATE.</p> <p>(3) ALL ADDENDA SHOULD BE FORMALLY ACKNOWLEDGED BY ALL BIDDERS AND SUBMITTED TO THE STATE PURCHASING DIVISION. THE SAME RULES AND REGULATIONS THAT APPLY TO THE ORIGINAL BIDDING DOCUMENT SHALL ALSO APPLY TO AN ADDENDUM DOCUMENT. THE ONLY EXCEPTION MAY BE FOR AN ADDENDUM THAT IS ISSUED FOR THE SOLE PURPOSE OF CHANGING A BID OPENING TIME AND/OR DATE.</p> <p>REV. 11/96</p> <p>EXHIBIT 10</p> <p>ADDENDUM ACKNOWLEDGEMENT</p> <p>I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.</p> <p>ADDENDUM NOS.:</p> <p>NO. 1      ... 11/13/08 ...</p> <p>NO. 2      ... 12/02/08 ...</p> <p>NO. 3      .....</p> <p>NO. 4      .....</p>						

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<p>I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF THE BIDS.</p> <p>VENDOR MUST CLEARLY UNDERSTAND THAT ANY VERBAL REPRESENTATION MADE OR ASSUMED TO BE MADE DURING ANY ORAL DISCUSSION HELD BETWEEN VENDOR'S REPRESENTATIVES AND ANY STATE PERSONNEL IS NOT BINDING. ONLY THE INFORMATION ISSUED IN WRITING AND ADDED TO THE SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING.</p> <p><i>Christopher Dalaisio</i> SIGNATURE  <i>Railroad Constructors, Inc.</i> COMPANY  <i>12/15/08</i> DATE</p> <p>REV. 11/96</p> <p>CONTRACTORS LICENSE</p> <p>WEST VIRGINIA STATE CODE 21-11-2 REQUIRES THAT ALL PERSONS DESIRING TO PERFORM CONTRACTING WORK IN THIS STATE MUST BE LICENSED. THE WEST VIRGINIA CONTRACTORS LICENSING BOARD IS EMPOWERED TO ISSUE THE CONTRACTORS LICENSE. APPLICATIONS FOR A CONTRACTORS LICENSE MAY B 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</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE *CO. DALAISIO* TELEPHONE *856-423-9385* DATE *12/15/08*

TITLE *President* FEIN *22-2402473* ADDRESS CHANGES TO BE NOTED ABOVE

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<p>LICENSE NUMBER ON THEIR BID.</p> <p>BIDDER TO COMPLETE:</p> <p>CONTRACTORS NAME: <i>Railroad Constructors, Inc.</i></p> <p>CONTRACTORS LICENSE NO.: <i>#062832</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 EFFECT.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.</p> <p>REV. 1/2005</p> <p>NOTICE</p>						

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SIGNATURE *[Signature]* TELEPHONE *856-423-9385* DATE *12/15/08*

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 MOOREFIELD, WV  
 26836 304-538-2305

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
11/12/2008				

BID OPENING DATE: 12/10/2008 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p>DEPARTMENT OF ADMINISTRATION            PURCHASING DIVISION            BUILDING 15            2019 WASHINGTON STREET, EAST            CHARLESTON, WV 25305-0130</p> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER: RP-41</p> <p>REQ. NO.: RMA900010</p> <p>BID OPENING DATE: 12/10/08</p> <p>BID OPENING TIME: 1:30PM</p> <p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:</p> <p style="text-align: center;">856-423-9389</p> <p>PLEASE PRINT OR TYPE NAME OF PERSON TO CONTACT CONCERNING THIS QUOTE:</p> <p style="text-align: center;">Chris Daloisio</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE 	TELEPHONE 856-423-9385	DATE 12/15/08
TITLE President	FEIN 22-2402473	ADDRESS CHANGES TO BE NOTED ABOVE

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

STATE OF WEST VIRGINIA  
Purchasing Division

## PURCHASING AFFIDAVIT

### VENDOR OWING A DEBT TO THE STATE:

*West Virginia Code* §5A-3-10a provides that: No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owed is an amount greater than one thousand dollars in the aggregate.

### PUBLIC IMPROVEMENT CONTRACTS & DRUG-FREE WORKPLACE ACT:

*West Virginia Code* §21-1D-5 provides that: Any solicitation for a public improvement construction contract shall require 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 in compliance with Article 1D, Chapter 21 of the West Virginia Code. A public improvement construction contract may not be awarded to a vendor who does not have a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the West Virginia Code and who has not submitted that plan to the appropriate contracting authority in timely fashion. For a vendor who is a subcontractor, compliance with Section 5, Article 1D, Chapter 21 of the West Virginia Code may take place before their work on the public improvement is begun.

### ANTITRUST:

In submitting a bid to any agency for the state of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the state of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the state of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the state of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder.

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership or person or entity submitting a bid for the same materials, supplies, equipment or services and is in all respects fair and without collusion or fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

### LICENSING:

Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agencies or political subdivision. Furthermore, the vendor must provide all necessary releases to obtain information to enable the Director or spending unit to verify that the vendor is licensed and in good standing with the above entities.

### CONFIDENTIALITY:

The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures and rules. Vendors should visit [www.state.wv.us/admin/purchase/privacy](http://www.state.wv.us/admin/purchase/privacy) for the Notice of Agency Confidentiality Policies.

Under penalty of law for false swearing (West Virginia Code §61-5-3), it is hereby certified that the vendor acknowledges the information in this said affidavit and is in compliance with the requirements as stated.

Vendor's Name: Railroad Constructo5rs, Inc.

Authorized Signature:  Date: 12/15/08



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  
**RMA900010**

PAGE  
**1**

ADDRESS CORRESPONDENCE TO ATTENTION OF:  
**RON PRICE  
 304-558-0492**

**VENDOR**  
 \*A30104133      856-423-9385  
**RAILROAD CONSTRUCTORS INC**  
**705 MANTUA AVE**  
  
**PAULSBORO NJ 08066**

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

DATE PRINTED <b>12/02/2008</b>	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
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BID OPENING DATE: **12/16/2008**      BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<b>ADDENDUM NO. 2</b>						
TO REPLACE THE ORIGINAL SPECIFICATIONS WITH THE ATTACHED. ALL CHANGES FROM THE ORIGINAL ARE IN ITALIC REMOVED SECTIONS WILL BE SHOWN AS STRIKETHROUGHS						
CHANGE THE BID OPENING DATE FROM 12/10/08 TO 12/16/08 AT 1:30 PM.						
0001	1	JB		160-52		
TRACK CONSTRUCTION, CROSSTIE & BRIDGE						
***** THIS IS THE END OF RFQ RMA900010 *****						<b>\$529,839.00</b>

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE <b>856-423-2220</b>	DATE <b>12/15/09</b>
TITLE <b>President</b>	FEIN <b>22-2402473</b>	ADDRESS CHANGES TO BE NOTED ABOVE

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

## Addendum #2

**This addendum will completely replace the original RFQ for RMA900010. All changes from the original will be in italics. Removed sections will be shown as strikethroughs. PLEASE READ CAREFULLY AS SOME MATERIAL REQUIREMENTS HAVE CHANGED.**

The West Virginia Purchasing Division for the agency, The West Virginia State Rail Authority is soliciting bids for track construction, cross-tie and bridge tie replacement and surfacing. All work is located on the West Virginia Central Railroad (WVCR).

### DESCRIPTION OF WORK

**3000 TIES TOTAL FOR REPLACEMENT:** MP 5 to MP 11 – 650 ties; Belington Yard MP 11.3 - 75 ties; MP 15.8 to MP 26.5 – 575 ties and MP 29.0 to MP 38.4 – 1200 ties; Dailey Branch MP 0 to MP 1 – 200 ties; ~~Norton~~ *Coalton* Branch MP 0.2 to MP 1.8 - 300 ties (75% of the 3000 ties are 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. *Ties needing to be gaged will also be marked in the field.*
  - 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 until removed.
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 curves 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. Tamping for tie replacement will be done as described in section 5 of these specifications.
  
5. Final Surfacing, Alinement 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 of the curve.
  - f. *All ballast will be installed in the field by the Durbin & Greenbrier Valley Railroad. Contractor will only be responsible for regulating ballast to proper shoulders and depths.*

#### **SURFACING AND BALLAST REGULATION:**

In addition to the areas where ties are installed, there will be additional surfacing of approximately seven (7) miles. This surfacing will be at various locations along the railroad from MP 6.2 – MP 90.5 – *(See item 5 above)*

*An area on the Coalton Branch where ties are to be replaced is at a private crossing. No other private crossing will be located in the additional surfacing areas. The timbers at this one private crossing will be removed and reinstalled by the DGVR. This will not be the responsibility of the contractor.*

#### **TIE REPLACEMENT ON BRIDGE 28.8**

This bridge is 221 feet long and is located in Elkins, WV crossing the Tygart Valley River and Barron Avenue. Bridge is a four-span steel structure. The running rails are 115# CWR. All 194 bridge ties and 4 parapet ties are to be replaced. The bridge ties are (163) ~~10" x 10" x 12'~~ 10" x 12" x 12' and (31) ~~10" x 10" x 16'~~ 10" x 12" x 16' ties dapped to fit on the steel spans. The parapet ties are (4) 10" x 10" x 10'. ~~All steel strap tie spacers are to be replaced with timber outer guard rail.~~

1. Bridge Tie Installation: Every third tie will be anchored to the top of the girder flanges with new, galvanized  $\frac{3}{4}$ " hook bolts, nuts and washers. No more than 8 to 10 ties may be removed at one time due to the CWR. *(Note: This is only if CWR is not completely removed from bridge prior to tie installation. If CWR is removed, contractor must reinstall CWR according to the CWR program that is attached. Attachment D)* New ties will be shifted to eliminate bunching that has occurred with the existing ties. Tie spacing should remain standard with current spacing. All four (4) parapet ties will be replaced.
2. ~~Timber Outer Guard Rail: The timber outer guard rails shall be placed at the same location as the current metal straps. Contractor shall measure location of current straps from track center prior to removing. The timber shall be anchored to each tie with  $\frac{3}{4}$ " x 10" washer head drive spikes. The  $\frac{3}{4}$ " holes for the drive spikes shall be drilled through the guard rails only and the holes placed in alternate patterns over each tie, three inches (3") inside the edge of the timber. See attached drawing. (Attachment A) At the ends of each span, the outer guard rail shall end on the last tie of the span to allow structure expansion and shall not be connected to the backwall or approach tie. Guard rails shall be notched in the field as necessary to clear heads of the hook bolts.~~
2. Steel Strap Tie Spacers are to be replaced on new bridge ties exactly as they are currently placed on existing ties.
3. Inner Guard Rail: The inner guard rail on the bridge shall be re-installed as shown in the attached sketch. *(Attachment A)* The rail will be spiked to each tie with two spikes per rail, without plates, and will be fully bolted. There are 9 joints per rail, four bolts will be used for each joint. Contractor can reuse joint bars and supply new bolts and washers. NOTE: Some discussion took place at the pre-bid concerning a change in the number of ties needing to be spiked. There is no change to what is listed here.
4. Running Rails: Existing tie plates will be re-used with new  $\frac{1}{4}$ " thick solid neoprene (no fabric) tie pads placed between the tie plates and bridge ties. Rails will be spiked to 56  $\frac{1}{2}$ " gage with new, 6" cut spikes. They will be spiked to proper alinement without any irregularities. Contractor will be responsible to adjust rail as necessary to eliminate stress that develops as a result of the tie replacement. Spiking pattern will be four spikes per tie plate.
5. Walkway: The timber on the walkway will be replaced and the metal walkway re-installed. (68) 3" x 9" x 14' timbers will be cut to fit for the walkway. The posts for the handrail will be replaced and the existing handrailing will be reinstalled. (33) 3  $\frac{1}{2}$ " x 5  $\frac{1}{2}$ " x 58" treated lumber posts will be replaced. *The metal grate is attached to the walkway with a nail and metal clasp. The walkway boards are attached to the walkway support timbers with nails. Contractor is to replace in kind. See pictures showing detail of post and handrail attachment.*



**INSTALL one #8 132 lb turnout and 800 feet of track at the JF Allen Siding**

Contractor will construct 800 feet of track and one #8 turnout. The #8 132 lb turnout will connect back to the mainline *and side track with comp welds. The entire turnout except for the frog will be welded.* Rail will be transported to the worksite by the SRA. Rail & OTM for the siding is the responsibility of the contractor, 100RB as described in the materials section. The SRA will provide the turnout including the 132# rail and matching joint bars.

Crossties will not be spaced in excess of 24" centers. Ties will be handled carefully to avoid damage in accordance with AREMA specifications.

Rail will be spiked to a gage of 56 ½ inches, plus or minus ¼ inch. Spikes shall be started and driven vertically and square with rail. They shall have full bearing against the side of the rail base. Spikes shall not be overdriven. Spiking pattern shall be as shown in Attachment B.

Rail anchors will be properly fitted against the ties and will not be moved by driving them along the rail. Anchors shall be applied as shown in Attachment C. *(now attached)* Turnouts will have all ties box anchored.

There will be six inches of ballast beneath the ties and between the ends of the ties and the slope of the ballast shoulder. Cribs will be filled but no ballast will be left on top of the ties. Ballast will be supplied by JF Allen but contractor is responsible for placing as needed.

All trackage will be lined and surfaced. Two insertions will be made per tie. Ballast will be regulated for proper shoulders.

Equipment and materials can be stored on-site.

**CONDUCT OF WORK**

Train Traffic: Freight trains run from MP 0 to 29. During late winter and spring, freight trains typically operate five days a week. Excursion trains run weekends thru Memorial Day, and Thursday, Friday, Saturday and Sunday during June. Additional excursions may be scheduled during weekdays or weekends on an as needed basis. Updated schedules will be provided to the contractor by DGVR. The track must be made safe for train traffic on those days. *No train traffic will be going across the bridge at MP 28.8 until May 1, 2009 with the exception of emergency runs which will be coordinated with the contractor and DGVR.* Contractor will need to coordinate all work with the Durbin & Greenbrier Valley Railroad, the operator of the WVCR. Contact for track access is Matt Reese, Superintendent at 304-636-9477 ext. 107 or 304-612-7990.

Contractor will be responsible to provide a radio or radios capable of communicating with the DGVR. The radio must be a minimum of 40 watts. The contractor can get a

radio from Hammicks Radios, 304-636-6210 and have it programmed with the same frequency as the DGVR. Each work crew must be equipped with a radio. All 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.

The successful bidder will be required to have ALL employees that will be working on this project attend a ½ day class on track safety and track access. Also a mandatory preconstruction meeting will be held with all employees working on the project, the WVCR operator and their employees and a representative from the SRA. This meeting will assure that everyone understands the entire scope of work as outlined in the awarded purchase order. Also, it will be mandatory that a weekly status report be submitted to the SRA. This report will be signed by the contractor and railroad representative and will list the work completed for the week. A final inspection of all completed work will be conducted by the contractor, the DGVR and an SRA representative to assure all work is completed as stated in the specifications. Final payment will be withheld until this inspection is complete.

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](http://www.wvsos.com/adlaw/wagerates). 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.

Contractor will be responsible for clean up of the work site. All debris and refuse will be removed from WVCR property and disposed of properly. This includes old bridge ties, crossties, and spikes removed during this project. All other track material will remain the property of the WVCR. This track material needs to be clear of the track and stacked along the railroad right of way.

*Additional bid items spelled out for clarification: All bidders must attach a "No Debt Affidavit" form that was attached to addendum #1. Failure to do so will result in disqualification of the bid. The bid bond must also be submitted with raised seals from both the surety and the principal. All bidders must have a valid WV Contractor's License at the time of bid submittal.*

*A copy of the attendees of the pre-bid meeting is attached for your information.*

*The buyer for this project will be Ron Price 304-558-0492 (not Frank Whittaker)*

## MATERIALS

For the turnout and track installation at the JF Allen siding, SRA will provide switch, switch ties, crossties and ballast. ~~& rail and tie plates.~~ Contractor will be responsible for spikes, bolts, anchors, joint bars, comp bars, *100RB rail and tie plates.* ~~filter fabric.~~

Contractor will be responsible for all materials for the other projects listed above.

Bridge ties will be new (163) ~~10" x 10" x 12'~~ 10" x 12" x 12' & (31) ~~10" x 10" x 16'~~ 10" x 12" x 16' Grade 1 Southern Yellow Pine, dense structural 65, creosote pressure-treated to 10# or refusal. ~~Timber outer guard rails shall be 4" x 8" Southern Yellow Pine creosote pressure treated to 12# or refusal.~~

Parapet ties will be new (4) 10" x 10" x 10' Grade 1 Southern Yellow Pine, dense structural 65, creosote pressure-treated to 10# or refusal.

Walkway lumber will be new (68) 3" x 9" x 14' treated lumber cut to fit walkway. The treated lumber does not necessarily have to be creosote pressure treated.

*Walkway posts will be new (33) 3 1/2" x 5 1/2" x 58" treated lumber. Existing handrailing will be reinstalled on new posts.*

The contractor will prepare the dapping plans for ties installed on Bridge 28.8. These ties will be dapped to at least 1/2" and no more than 1/2" wider than flange width. ~~Timber outer guard rails will be sized to fit each span of the bridge.~~

Crossties (3000) will be 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 cut track spikes 5/8" x 6" per AREMA specifications.

Bolts and washers must be new and conform to AREMA specifications.

Anchors shall be the proper size for the rail to which they are applied. Anchors will be new or reformed and be compatible with industry rail anchor machines.

*800 tf (1600 ft of rail) This will be 100RB relay rail AREMA Class 3 grade. Wear shall be no greater than 1/4" on top and gage side. Rail ends shall be square and shall have been saw cut. Torch cut rails will not be accepted. Rails shall be straight horizontally. Rails shall be straight vertically with no upsweep or droop permissible. Rails shall be*

*clean in appearance and free of obvious defects. Bases shall be solid and free of visual defects. Slight indentations or spike notching with a maximum depth of 1/8" and maximum length of 3/4" is permissible. Slight pitting is also allowable. Webs must be free of visual defects. Slight pitting is permissible. This is a change from the original RFQ so the contractor can easily match the rail and joint bars. Contractor will need to provide a sufficient number of joint bars for the rail provided.*

~~The 100RB rail requires 53 pairs of four~~

~~Two pairs of 100-132 comp bars and four pairs of 122-132 comp bars.~~

*Tie plates must meet AREMA specifications suitable for 100lb RB rail. They will be single shoulder with a cant of 1:40. Plate will have no less than six (6) square spike holes. Tie plates shall not be bent or have excessively worn spike holes.*

*Tie plates must meet AREMA specifications suitable for 132lb RB rail. They will be double shoulder with a cant of 1:40. Plate will have no less than six (6) square spike holes. Tie plates shall not be bent or have excessively worn spike holes.*

*Contractor is responsible for all weld kits meeting AREMA specifications.*

~~Filter fabric for turnout will be sixteen-ounce needle punch, non-woven.~~

### **BIDDING REQUIREMENTS**

The contractor MUST have previous experience in the replacement of railroad bridge decks, crosstie replacement, turnout installation, rail placement and track surfacing. References may be required to prove past experience.

A mandatory pre-bid meeting will be held on November 10, 2008 at 10:00 am. Everyone will meet at the Belington Yard in Belington, WV. This meeting includes an 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. ~~Contractors wishing to attend should inform Frank Whittaker at 304-558-2316 by November 7, 2008. Questions prior to the prebid inspection must be submitted in writing and will be addressed at the meeting. Email—Frank.m.whittaker@wv.gov~~

~~The quantities in the RFQ are for estimating purposes only. 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)Estimated quantity 3,000 ties x unit cost \$ 82.00 per tie =\$ 246,000.00**Gaging** (new and respiked cross ties)Estimated quantity 2,300 ties x unit cost \$ 10.75 per tie =\$ 24,725.00**Surfacing/Ballast Regulation**Estimated 7 miles x 5,280 feet/mile x unit cost \$ .90 per track foot =\$ 33,264.00**Complete Replacement of Bridge Ties and Outer Guard Rails on Bridge 28.8**One bridge total unit cost \$ 132,950.00**Track Construction (includes all labor and joint bars, comp bars, spikes, anchors, rail, tie plates and bolts)**Estimated quantity 800 track feet x unit cost \$ 88.00 per T.F. =\$ 70,400.00**Turnout Construction (includes all labor and welds, joint bars, spikes, anchors, tie plates and bolts)**One turnout total x unit cost \$ 22,500.00 =\$ 22,500.00**TOTAL OF ALL ITEMS \$ 529,839.00**

# THE AMERICAN INSTITUTE OF ARCHITECTS

## AIA Document A310 Bid Bond

KNOW ALL MEN BY THESE PRESENTS, THAT WE Railroad Constructors, Inc.  
705 Mantua Avenue Paulsboro NJ 08066

as Principal, hereinafter called the Principal, and Vigilant Insurance Company  
15 Mountain View Road Warren NJ 07059

a corporation duly organized under the laws of the State of NY

as Surety, hereinafter called the Surety, are held and firmly bound unto West Virginia State Rail Authority  
120 Water Plant Drive Moorefield WV 26836

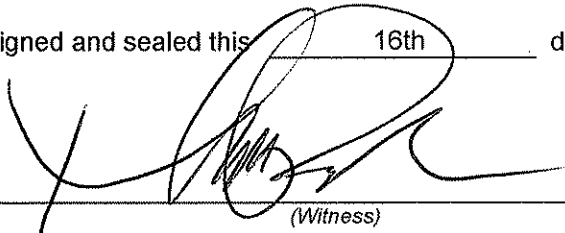
as Obligee, hereinafter called the Obligee, in the sum of Five Percent of Amount Bid  
Dollars (\$ 5% ),


for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

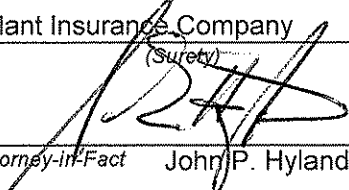
WHEREAS, the Principal has submitted a bid for Track Construction, Crosstie and Bridge Contract #RMA 9000010  
Railroad Construction, Bellington, WV

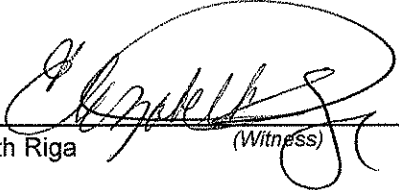
NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and materials furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 16th day of December, 2008

  
(Witness)

Railroad Constructors, Inc.  
(Principal) (Seal)  
By:  President  
(Title)

Vigilant Insurance Company  
(Surety) (Seal)  
By:  John P. Hyland  
Attorney-in-Fact (Title)

  
Elizabeth Riga  
(Witness)

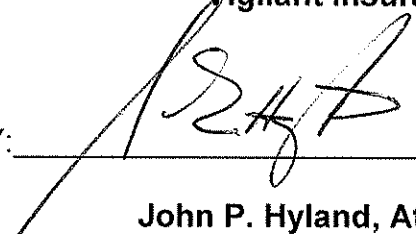
**CONSENT OF SURETY**

Vigilant Insurance Company a corporation formed under the laws of the State of NY and authorized to transact business in the State of WV hereby consents and agrees that if the accompanying proposal of Railroad Constructors, Inc. to West Virginia State Rail Authority for Track Construction, Crosstie and Bridge Contract #RMA 9000010 Railroad Construction, Bellington, WV be accepted and contract awarded to it, the Vigilant Insurance Company will become bound, as Surety, and will execute **Performance, Payment and Maintenance** bond(s) in the amount and form called for by the Owner conditioned for the proper and faithful fulfillment of said contract.

Dated this 16<sup>th</sup> day of December, 2008.

**Vigilant Insurance Company**

BY: \_\_\_\_\_

  
**John P. Hyland, Attorney-In-Fact**

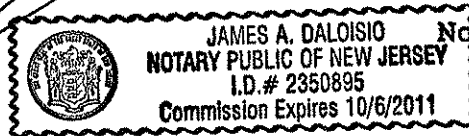
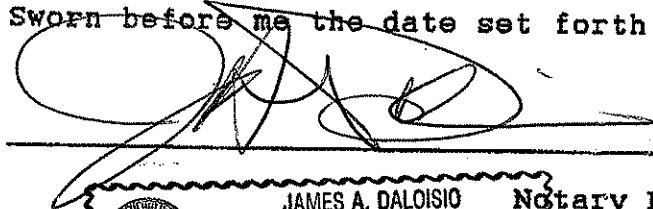
**ACKNOWLEDGMENT BY PRINCIPAL, IF A CORPORATION**

STATE OF New Jersey

COUNTY OF Gloucester

On this 15<sup>th</sup> day of December, 2008 before me personally came Christopher Dalosis to me known to be the person duly sworn, did depose and say, that he/she resides in Lumberton, NJ that he/she is President of corporation described in and which executed the foregoing instrument; that he/she knew the seal of said corporation; that the seal affixed to said instrument was such corporate seal; that it was affixed by order of the Board of Directors of said corporation, and that he/she signed his/her name thereto by like order.

Sworn before me the date set forth above



Notary Public



**ACKNOWLEDGEMENT OF ANNEXED INSTRUMENT**

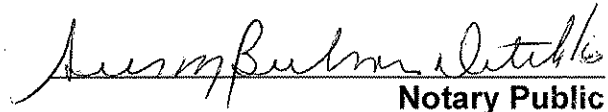
**Acknowledgement by Surety**

**STATE OF           New Jersey**

**COUNTY OF       Somerset**

On this 16<sup>th</sup> day of December , 2008 before me personally came John P. Hyland who, being by me duly sworn, did depose and say that he/she is an Attorney-In-Fact of Vigilant Insurance Company and knows the corporate seal thereof; that the seal affixed to said annexed instrument is such corporate seal, and was thereto affixed by authority of the Power of Attorney of said Company, of which a Certified Copy is hereto attached, and that he/she signed said Instrument as an Attorney-In-Fact of said Company by like authority.

Acknowledged and Sworn to  
Before me on the date above written

  
**Notary Public**

Susan Bulman-Ditchkus  
Notary Public of New Jersey  
My Commission Expires on May 9, 2011



**Chubb  
Surety**

**POWER  
OF  
ATTORNEY**

**Federal Insurance Company  
Vigilant Insurance Company  
Pacific Indemnity Company**

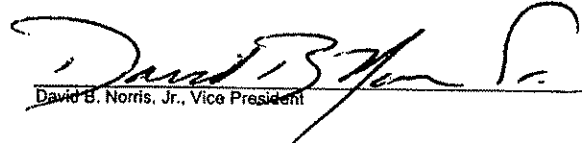
**Attn: Surety Department  
15 Mountain View Road  
Warren, NJ 07059**

**Know All by These Presents, That FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, and PACIFIC INDEMNITY COMPANY, a Wisconsin corporation, do each hereby constitute and appoint Robert W. Boehm, John P. Hyland, Daryl LaForge, Anthony M. Spina and Beth A Toth of Warren, New Jersey and Diane P. Alesci, Theresa J. Foley, David A. Goldstein, Michael Marino, William A. Marino, James E. Marran, Jr., Fred Nicholson, Fern Perry, David W. Rosehill, Nancy Schnee, and Vincent A. Walsh of Jericho, New York-----**

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY have each executed and attested these presents and affixed their corporate seals on this **2nd** day of **October, 2008**

  
Kenneth C. Wendel, Assistant Secretary

  
David B. Norris, Jr., Vice President

STATE OF NEW JERSEY  
County of Somerset 59.

On this **2nd.** day of **October, 2008** before me, a Notary Public of New Jersey, personally came Kenneth C. Wendel, to me known to be Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY, the companies which executed the foregoing Power of Attorney, and the said Kenneth C. Wendel, being by me duly sworn, did depose and say that he is Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of the By-Laws of said Companies; and that he signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that he is acquainted with David B. Norris, Jr., and knows him to be Vice President of said Companies; and that the signature of David B. Norris, Jr., subscribed to said Power of Attorney is in the genuine handwriting of David B. Norris, Jr., and was thereto subscribed by authority of said By-Laws and in deponent's presence.



**STEPHEN B. BRADT**  
Notary Public, State of New Jersey  
No. 2321097  
Commission Expires Oct. 25, 2009

  
Notary Public

**CERTIFICATION**

Extract from the By-Laws of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY:

"All powers of attorney for and on behalf of the Company may and shall be executed in the name and on behalf of the Company, either by the Chairman or the President or a Vice President or an Assistant Vice President, jointly with the Secretary or an Assistant Secretary, under their respective designations. The signature of such officers may be engraved, printed or lithographed. The signature of each of the following officers: Chairman, President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing 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 with respect to any bond or undertaking to which it is attached."

I, Kenneth C. Wendel, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY (the "Companies") do hereby certify that

- (i) the foregoing extract of the By-Laws of the Companies is true and correct,
- (ii) the Companies are duly licensed and authorized to transact surety business in all 50 of the United States of America and the District of Columbia and are authorized by the U.S. Treasury Department; further, Federal and Vigilant are licensed in Puerto Rico and the U.S. Virgin Islands, and Federal is licensed in American Samoa, Guam, and each of the Provinces of Canada except Prince Edward Island; and
- (iii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Warren, NJ this 16th of December, 2008



  
Kenneth C. Wendel, Assistant Secretary

IN THE EVENT YOU WISH TO NOTIFY US OF A CLAIM, VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT ADDRESS LISTED ABOVE, OR BY Telephone (908) 903- 3493 Fax (908) 903- 3656 e-mail: surety@chubb.com