



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
 RMA10031

PAGE
 1

ADDRESS CORRESPONDENCE TO ATTENTION OF
 FRANK WHITTAKER
 304-558-2316

VENDOR

RFQ COPY
 TYPE NAME/ADDRESS HERE
 BALCON BEACH RAIL
 1600 Rte 136
 WASHINGTON, PA 15301

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	FOB	FREIGHT TERMS
06/17/2010				

BID OPENING DATE: 07/27/2010 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		570-48		6488,113.20
<p>RAIL REPLACEMENT</p> <p>THE WEST VIRGINIA PURCHASING DIVISION, FOR THE AGENCY, THE WEST VIRGINIA STATE RAIL AUTHORITY, IS SOLICITING BIDS FOR RAIL REPLACEMENT ON THE SOUTH BRANCH VALLEY RAILROAD (SBVR) PER THE ATTACHED SPECIFICATIONS.</p> <p>MANDATORY PRE-BID</p> <p>A MANDATORY PRE-BID WILL BE HELD ON 7/8/10 AT 10:00 AM AT THE SBVR OFFICE IN MOOREFIELD, WV. ALL INTERESTED PARTIES ARE REQUIRED TO ATTEND THIS MEETING. FAILURE TO ATTEND THE MANDATORY PRE-BID SHALL RESULT IN DISQUALIFICATION OF THE BID. NO ONE PERSON MAY REPRESENT MORE THAN ONE BIDDER.</p> <p>AN ATTENDANCE SHEET WILL BE MADE AVAILABLE FOR ALL POTENTIAL BIDDERS TO COMPLETE. THIS WILL SERVE AS THE OFFICIAL DOCUMENT VERIFYING ATTENDANCE AT THE MANDATORY PRE-BID. FAILURE TO PROVIDE YOUR COMPANY AND REPRESENTATIVE NAME ON THE ATTENDANCE SHEET WILL RESULT IN DISQUALIFICATION OF THE BID. THE STATE WILL NOT ACCEPT ANY OTHER DOCUMENTATION TO VERIFY ATTENDANCE. THE BIDDER IS RESPONSIBLE FOR ENSURING THEY HAVE COMPLETED THE INFORMATION REQUIRED ON THE ATTENDANCE SHEET. THE PURCHASING DIVISION AND THE STATE AGENCY WILL NOT ASSUME ANY RESPONSIBILITY FOR A BIDDER'S FAILURE TO COMPLETE THE PRE-BID ATTENDANCE SHEET. IN ADDITION, WE REQUEST THAT ALL POTENTIAL BIDDERS INCLUDE THEIR E-MAIL ADDRESS AND FAX NUMBER.</p> <p>ALL POTENTIAL BIDDERS ARE REQUESTED TO ARRIVE PRIOR TO</p>						

RECEIVED

2010 AUG 17 A 10:11

PURCHASING DIVISION
 STATE OF WV

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *Frank Whittaker* TELEPHONE: 724-228-9636 DATE: 8/16/10

TITLE: REGIONAL MANAGER FEIN: 39-1611003 ADDRESS CHANGES TO BE NOTED ABOVE

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

GENERAL TERMS & CONDITIONS PURCHASE ORDER/CONTRACT

1. **ACCEPTANCE:** Seller shall be bound by this order and its terms and conditions upon receipt of this order.
2. **APPLICABLE LAW:** 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.
3. **NON-FUNDING:** All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the terms 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.
4. **COMPLIANCE:** Seller shall comply with all federal, state and local laws, regulations and ordinances including, but not limited to, the prevailing wage rates of the WV Division of Labor.
5. **MODIFICATIONS:** This writing is the parties' final expression of intent. No modification of this order shall be binding unless agreed to in writing by the Buyer.
6. **ASSIGNMENT:** Neither this Order nor any monies due, or to become due hereunder may be assigned by the Seller without the Buyer's consent.
7. **WARRANTY:** The Seller expressly warrants that the goods and/or services covered by this order will:
(a) conform to the specifications, drawings, samples or other description furnished or specified by the Buyer; (b) be merchantable and fit for the purpose intended; and/or (c) be free from defect in material and workmanship.
8. **CANCELLATION:** The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
9. **SHIPPING, BILLING & PRICES:** Prices are those stated in this order. No price increase will be accepted without written authority from the Buyer. All goods or services shall be shipped on or before the date specified in this Order.
10. **LATE PAYMENTS:** Payments may only be made after the delivery of goods or services. Interest may be paid on late payments in accordance with the *West Virginia Code*.
11. **TAXES:** The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
12. **RENEWAL:** 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, the State may deem this contract null and void, and terminate such contract without further order.
14. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at www.state.wv.us/admin/purchase/vrc/hipaa.htm and 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. **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. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.
16. **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 agency 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.



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 1600 Rte 136
 WASHINGTON, PA 15301

SHIPTO
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 (DBA) SOUTH BRANCH VALLEY
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<p>THE STARTING TIME FOR THE PRE-BID. BIDDERS WHO ARRIVE LATE, BUT PRIOR TO THE DISMISSAL OF THE TECHNICAL PORTION OF THE PRE-BID WILL BE PERMITTED TO SIGN IN. BIDDERS WHO ARRIVE AFTER CONCLUSION OF THE TECHNICAL PORTION OF THE PRE-BID, BUT DURING ANY SUBSEQUENT PART OF THE PRE-BID WILL NOT BE PERMITTED TO SIGN THE ATTENDANCE SHEET.</p> <p>ALL TECHNICAL QUESTIONS MUST BE SUBMITTED IN WRITING TO FRANK WHITTAKER IN THE PURCHASING DIVISION VIA EMAIL AT FRANK.M.WHITTAKER@WV.GOV OR VIA FAX AT 304-558-4115. DEADLINE FOR TECHNICAL QUESTIONS IS 7/13/10 AT 4:00 PM ALL TECHNICAL QUESTIONS WILL BE ADDRESSED BY ADDENDUM AFTER THE DEADLINE.</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 DRUG-FREE WORKPLACE 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 DRUG-FREE WORKPLACE AFFIDAVIT WITH THE BID SHALL RESULT IN DISQUALIFICATION OF SUCH BID.</p> <p>NOTICE TO PROCEED: THIS CONTRACT IS TO BE PERFORMED BY 10/31/10. 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</p>						

SIGNATURE <i>Frank Whittaker</i>	TELEPHONE 724-222-7636	DATE 8/16/10
TITLE REGIONAL MGR	FEN 39-1611003	ADDRESS CHANGES TO BE NOTED ABOVE

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<p>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: THE CONTRACTOR OR SUBCONTRACTOR SHALL PAY THE HIGHER OF THE U.S. DEPARTMENT OF LABOR MINIMUM WAGE RATES AS ESTABLISHED FOR GRANT & HARDY 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 BE SUBMITTED WITH EACH BID AS A BID BOND. THE SUCCESSFUL</p>						

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 TITLE: **REL-OWN MGR** FEIN: **39-1611003** ADDRESS CHANGES TO BE NOTED ABOVE

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ADDRESS

*BALFOUR BEATTY RAIL
 1600 Rte 13L
 WASHINGTON, PA 15301*

SHIP TO

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 (DBA) SOUTH BRANCH VALLEY
 RAILROAD
 120 WATER PLANT DRIVE
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<p>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 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 BON 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> <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 ALUMINU 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>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>A. Williams</i>	TELEPHONE 724-228-7636	DATE 8/16/10
TITLE <i>REGIONAL MGR</i>	FEIN 39-1611003	ADDRESS CHANGES TO BE NOTED ABOVE

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<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> <p>REV. 3/88</p> <p>EXHIBIT 9</p> <p>NOTICE FOR ISSUANCE & 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</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *Wesley Williams* TELEPHONE: 924-222-7636 DATE: 8/16/10

TITLE: Regional Mgr FEN: 39-1611003 ADDRESS CHANGES TO BE NOTED ABOVE

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<p>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> <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 .. 6/23/10</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE *Robert Williams* TELEPHONE 724-228-9636 DATE 8/16/10
 TITLE *Regional Mgr* FEIN 39-1611003 ADDRESS CHANGES TO BE NOTED ABOVE

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NO. 2		6/28/10				
NO. 3		6/29/10				
NO. 4		7/21/10				
NO. 5		8/4/10				
<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>Archie Williams</i> SIGNATURE <i>Balfour Beatty Rail Inc</i> COMPANY <i>8/11/10</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 BE MADE BY CONTACTING THE WEST VIRGINIA DIVISION OF LABOR</p>						

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SIGNATURE <i>Archie Williams</i>	TELEPHONE 724-228-7636	DATE 8/11/10
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<p>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>BALFOUR BEATTY RAIL INC</i></p> <p>CONTRACTORS LICENSE NO.: <i>WV 041917</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 style="text-align: center;">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, THE STATE MAY DEEM THE CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT WITHOUT FURTHER ORDER.</p>						

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SIGNATURE <i>Dr. Lee Williams</i>	TELEPHONE 724-228-7636	DATE 8/16/10
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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:				44		
REQ. NO.:				RMA10031		
BID OPENING DATE:				07/27/2010		
BID OPENING TIME:				1:30 PM		
PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:						
				724-884-0025		
PLEASE PRINT OR TYPE NAME OF PERSON TO CONTACT CONCERNING THIS QUOTE:						
				LEE WILLIAMS		

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Lee Williams</i>	TELEPHONE 724-228-7636	DATE 8/16/10
TITLE <i>Regional Mgr</i>	FEIN 39-1611003	ADDRESS CHANGES TO BE NOTED ABOVE

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

REQUEST FOR QUOTE

The West Virginia Purchasing Division, for the West Virginia State Rail Authority (SRA), is soliciting bids for rail replacement on the South Branch Valley Railroad (SBVR).

DESCRIPTION OF WORK

Rail Replacement at South End of Moorefield Yard

Approximately 2,718 track feet (5,436 linear feet) of lightweight, jointed rail will be replaced with 131/132RE jointed rail from the end of welded rail to the first private crossing outside the yard. SBVR will supply the rail and the contractor will supply all other materials. There are two dirt road crossings in this section of track.

Rail Replacement North of Durgon

Approximately 3,136 track feet (6,272 linear feet) of lightweight, jointed rail will be replaced with 105DY jointed rail from the north end of Bridge 46.2 at Durgon north to Bridge 45.6. SBVR will supply the rail and the contractor will supply all other materials. There is one dirt road crossing in this section of track.

Rail Replacement at Durgon

Approximately 800 track feet (1,600 linear feet) of lightweight, jointed rail will be replaced on the main track from the north end of the side track to the south end. This includes two turnouts; a #8 on the north end and a #10 on the south end. The rail in the siding will not be replaced.

CONDUCT OF WORK

General

The SBVR typically operates freight trains between Moorefield and Petersburg twice a week. These trains will be operated so as to minimize any interruption to the contractor during this project. The SBVR will notify the contractor in advance as to when a train will run through the work area. The SBVR reserves the right to run at any time should an emergency situation develop. A motorcar excursion is scheduled for Saturday, September 11, 2010. It will make a round trip between Petersburg and Green Spring, traversing the work area twice that day. A dinner train will operate between Petersburg and Moorefield on the evening of Saturday, October 16, 2010. The contractor must have the track available and safe to use for these trains.

There will be a mandatory pre-construction meeting held with the successful contractor prior to the start of work. This meeting will be with SRA and SBVR employees and the contractor's project manager. The purpose of this meeting is to assure that everyone understands the entire scope of work as outlined in the awarded purchase order.

A weekly status report must 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, SRA and SBVR to assure that all work is completed as stated in the specifications. Final payment will be withheld until this inspection is complete.

The contractor will comply with all safety rules and regulations as required by the Federal Railroad Administration, SBVR and other parties as applicable. An SBVR employee will obtain the necessary work authorities and provide radio communication.

The contractor is responsible for clean-up of the work site. All debris and refuse will be removed from SBVR property and disposed of properly. Old rail and OTM will be placed in piles along the right of way and will remain the property of the SBVR.

Materials and equipment can be stored at Moorefield (MP 38.5) and Durgon (MP 46.3). Each location has vehicular access and a track to store on-track equipment.

Contractor will use Heavy & Highway Construction Rates as established for the counties where the work will take place. The rates are pursuant to WV Code § 21-5A, et. Seq. and are available at www.wvsos.com/adlaw/wagerates. Contractor will be responsible for submitting certified payrolls to the SRA.

Ties

Ties must be adzed, when necessary, to give the tie plate a full bearing across the tie and parallel with the plane of the track. Spike holes in all ties shall be plugged prior to replacement of rail.

Before placing tie plates on the tie, dirt and other substances shall be removed from the bottom of the tie plate and the top of the tie. Care must be taken that canted tie plates incline toward the center of the track and that plates having a different amount of cant or flat plates are not mixed.

Rail

Rails shall be placed so that the joints in each line of rail shall be within the middle half of the opposite length rail. To minimize the cutting of full length rails, short rails may be used in adjusting for proper spacing of joints, but no less than 33 feet on curves or 19'6" on tangents shall be used.

Flame cutting of rail shall not be permitted. Rail shall be cut with a rail saw. Bolt holes shall be drilled, not torch cut.

The bottom of the rail shall be cleaned before rail is laid. Rails shall be laid one at a time and, to ensure good adjustment, the rail ends brought squarely together against suitable rail expansion shims and bolted before spiking.

Bolted joints are to be centered between ties when possible. Field welded joints are to be centered between ties. Rail joints will not be placed in grade crossings, including road shoulders.

SBVR will perform any welding or grinding necessary to correct rail end mismatch.

Gaging

Rail will be gaged to 56 ½ inches plus or minus ¼ inch measured on a plane 5/8 inch below top of rail. When a new tie is being installed among other ties, up to five ties on either side of the newly inserted tie will be plugged and respiked to correct gage. There will be no change in gage on account of curvature.

Spiking

All ties shall be spiked with new ties in the appropriate pattern as indicated by SBVR standards (Attachment A). Spikes shall be started and driven vertically and square with the rail. Spikes

shall have full bearing against the side of the rail base. Spikes shall not be overdriven; a gap of 1/8 to 3/16 inch shall remain between the underside of the spike and the top of the rail base.

Rail Anchoring

Every fourth tie shall be box anchored, i.e., an anchor on each side of a tie, on both rails, or four (4) anchors applied to one tie. Rail anchors shall be applied through turnouts. They shall be applied to the gage side of rail against the same tie face on opposite rails. Rail anchors shall be securely fastened to the rail and have a solid bearing against the ties. They shall not be moved by driving them along the rail.

put crossings back in as is (SBVR will provide ballast of needs)

*- spikes pattern
- need price for work train + crew
- Track charts with date on project
- old rail stacked at Moorefield office*

MATERIALS

All materials must conform to AREMA design specifications.

SBVR will provide all rail.

132 Stacked at Moorefield office

The contractor will provide the following materials:

Tie Plugs: Tie plugs shall be 5/8 inch and creosote-treated. Foam spike hole filler is not to be used.

at least 6 hole

Tie Plates: Tie plates shall be double shouldered and inclined-surfaced with all plates having 1:40 cant. They shall have eight square spike holes. Round holes are not acceptable. Plates shall not be bent or have excessively worn spike holes. Plates for 131/132RE shall be a minimum of 13 inches in length and 7-3/4 inches in width. Plates for 105DY shall be a minimum of 12 inches in length and 7-3/4 inches in width.

Joint Bars: *can be relay*

6.5 - 6.5 - 2.5

need drilled pattern + quantities comp bars

Track Bolts and Washers:

Spring Lock Nuts:

Track Spikes: Spikes shall be new 5/8 inch by 6 inch.

Rail Anchors: Anchors shall be new drive-on design

Turnouts: One 105DY #8 RBMI turnout and one 105DY #10 RBMI turnout per AREMA specifications. Switch stands are to be New Century 51-A complete with bow handles. Self guarded frogs will not be accepted. All material may be relay.

SBVR will supply rail

Contractor may have materials shipped to SBVR at Moorefield. The SBVR must be notified in advance of such deliveries. Contractor will be responsible for transportation of all materials it supplies to the work site.

COMPLETION DATE

days from receipt

The completion date for this project is October 31, 2010. The cost to the SBVR for the administration of the contract as well as train delays that will be incurred after that date make it necessary for the agency to assess liquidated damages against the contractor for each calendar day any work remains uncompleted after that date. The charge will be \$500.00 per day.

BID REQUIREMENTS

Interested bidders must attend a mandatory prebid meeting to be held on June 18, 2010 at 10:00 am at the SBVR office in Moorefield. This meeting will include an inspection trip to the work sites. Bidders must provide their own hi-rail equipment or make arrangements with other potential vendors to ride with them if they are interested in visiting the work sites. Contractors wishing to attend should inform Frank Whittaker at 304-558-2316 by June 16, 2010. Questions prior to the prebid inspection must be submitted in writing and will be addressed at the meeting. Please e-mail any questions to Frank Whittaker at frank.m.whittaker@wv.gov. ALL questions prior to the prebid inspection and all questions after the prebid inspection are to go to Frank Whittaker at the Purchasing Division. Other than questions addressed the day of the prebid meeting, contractors are not to contact the State Rail Authority directly.

The contractor must have previous with railroad track maintenance and construction.

Bid must be one lump sum including all associated costs for the project. The project will be awarded to the lowest qualified bidder.



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
RMA10031

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
FRANK WHITTAKER
304-558-2316

RFQ COPY
TYPE NAME/ADDRESS HERE

PROPERTY

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	FOB	FREIGHT TERMS
06/23/2010				

BID OPENING DATE: 07/27/2010 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 DATE AND TIME FOR THE MANDATORY PRE-BID MEETING.						
MANDATORY PRE-BID MEETING: 07/08/10 AT 4:00 PM. AT THE SBVR OFFICE IN MOOREFIELD, WV.						
***** END ADDENDUM NO. 1 *****						
0001	1	LS		570-48		\$ 488,113.20
RAIL REPLACEMENT						
***** THIS IS THE END OF RFQ RMA10031 ***** TOTAL:						\$ 488,113.20

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE *Frank Whittaker* TELEPHONE 924-228-7636 DATE 8/10/10

TITLE REGIONAL MGR FEIN 39-1611003 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. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
4. 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.
5. Payment may only be made after the delivery and acceptance of goods or services.
6. Interest may be paid for late payment in accordance with the *West Virginia Code*.
7. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
10. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern the purchasing process.
11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
12. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
13. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at www.state.wv.us/admin/purchase/vrc/hipaa.htm and 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.
14. **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. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.
15. **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, and the West Virginia Insurance Commission. 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.
16. **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 material, 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.

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
2. 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. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
4. 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
5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W.Va. C.S.R. §148-1-6.6).



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	RMA10031
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PAGE	1
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ADDRESS CORRESPONDENCE TO ATTENTION OF	FRANK WHITTAKER 304-558-2316
--	---------------------------------

RFQ COPY
 TYPE NAME/ADDRESS HERE

BALFOUR BETTY RAIL
 1600 Rte 136
 WASHINGTON, PA 15301

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
06/28/2010				

BID OPENING DATE: 07/27/2010 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
***** ADDENDUM NO. 2 *****						
THIS ADDENDUM IS ISSUED TO CORRECT THE MANDATORY PRE-BID MEETING TIME.						
MANDATORY PRE-BID MEETING WILL BE CONDUCTED AT 10:00 AM ON JULY 8, 2010 AT THE SBVR OFFICE IN MOOREFIELD, WV.						
***** END ADDENDUM NO. 2 *****						
0001	1	LS		570-48		\$ 488,113.20
RAIL REPLACEMENT						
***** THIS IS THE END OF RFQ RMA10031 ***** TOTAL:						\$ 488,113.20

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>W. Williams</i>	TELEPHONE 724-228-9636	DATE 8/16/10
TITLE REGIONAL MGR	FEIN 39-1611003	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**

REQ NUMBER	PAGE
RMA10031	1
ADDRESS CORRESPONDENCE TO ATTENTION OF	
FRANK WHITTAKER 304-558-2316	

*709032228 01 724-228-7636
 BALFOUR BEATTY RAIL INC
 1600 ROUTE 136
 WASHINGTON PA 15301

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
06/29/2010				

BID OPENING DATE: 07/27/2010 BID OPENING TIME 01:30PM

LINE	QUANTITY	UCP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
***** ADDENDUM NO. 3 *****						
THIS ADDENDUM IS ISSUED TO CLARIFY THE MANDATORY PRE-BID REQUIREMENTS. THE TRACK INSPECTION TRIP IS REQUIRED AS A PART OF THE MANDATORY PRE-BID. ALL BIDDERS MUST ATTEND THE HY-RAIL INSPECTION TRIP. EACH BIDDER MUST PROVIDE THEIR OWN HY-RAIL EQUIPMENT OR MAKE ARRANGEMENTS WITH OTHER POTENTIAL VENDORS.						
THE MANDATORY PRE-BID MEETING DATE AND TIME HAVE NOT CHANGED.						
***** END ADDENDUM NO. 3 *****						
0001	1	LS		570-48		\$488,113.20
RAIL REPLACEMENT						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE <i>W. Williams</i>	TELEPHONE 724-228-9636	DATE 8/16/10	
TITLE <i>Regional Mgr</i>	FEIN 39-1611003	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

RFO NUMBER
 RMA10031

PAGE
 1

ADDRESS CORRESPONDENCE TO ATTENTION OF
 FRANK WHITTAKER
 304-558-2316

VENDOR FOR

*709032228 01 724-228-7636
 BALFOUR BEATTY RAIL INC
 1600 ROUTE 136
 WASHINGTON PA 15301

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
07/21/2010				

BID OPENING DATE: 08/17/2010 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
***** ADDENDUM NO. 4 *****						
THIS ADDENDUM IS ISSUED TO EXTEND THE BID OPENING DATE AND TIME.						
THE BID OPENING DATE AND TIME IS CHANGED TO: 08/17/2010 AT 1:30 PM						
THE TECHNICAL QUESTIONS AND ANSWERS WILL BE ISSUED IN A SUBSEQUENT ADDENDUM.						
***** END ADDENDUM NO. 4 *****						
0001	1	LS		570-48		
RAIL REPLACEMENT						# 488,113.20
***** THIS IS THE END OF RFO RMA10031 *****						TOTAL: \$ 488,113.20

JUL 27 2010

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *Arden Williams* TELEPHONE: 724-228-7636 DATE: 8/16/10

TITLE: *Belinda M. ...* FEIN: 39-1611003 ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFO, 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
 RMA10031

PAGE
 1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
 FRANK WHITTAKER
 304-558-2316

RFQ2010

Balfour Beatty Rail
 Lee Williams
 1600 Rt 136
 Washington, PA 15301

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
08/04/2010				

BID OPENING DATE: 08/17/2010 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
				ADDENDUM NO. 5		
				THIS ADDENDUM IS ISSUED TO:		
				1.) ANSWER ALL TECHNICAL QUESTIONS SUBMITTED IN ACCORDANCE WITH THE PROVISIONS OF RFQ RMA10031,		
				2.) PROVIDE ADDITIONAL DRAWINGS PER ATTACHMENT A,		
				3.) PROVIDE ADDITIONAL SPECIFICATIONS PER ATTACHMENT B, AND		
				4.) PROVIDE A COPY OF THE MANDATORY PRE-BID ATTENDEE LIST.		
				BID OPENING DATE REMAINS: 08/17/2010		
				BID OPENING TIME REMAINS: 1:30 PM		
				***** END ADDENDUM NO. 5 *****		
0001	1	LS		570-48		\$ 482,113.20
				RAIL REPLACEMENT		

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Lee Williams</i>	TELEPHONE 724-228-7636	DATE 8/16/10
TITLE REGIONAL MGR	FEIN 39-1611003	ADDRESS CHANGES TO BE NOTED ABOVE

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

Line Item	Description	Unit Cost	Unit of Measure	Quantity	Extended Cost
	Rail Replcement				
1	Rail Replacement w-131/132 RE welded	\$ 80.60	per track foot	2,718	\$219,070.80
2	Rail Replacement w- 105 DY jointed	\$ 58.40	per track foot	3,936	229,862.40
	Turnout Replacement				
3	Replacement of #8 turnout	\$17,760.00	per turnout	1	\$17,760.00
4	Replacement of #10 turnout	\$21,420.00	per turnout	1	\$21,420.00
			TOTAL BID		\$488,113.20

Notes:

- 1) The above quantities are the agency's best estimate for the amount of work to be completed. Any variation in the actual quantities will be determined based on the unit price shown above for the given work.
- 2) Vendors should complete this form in its entirety in lieu of submitting other quote forms. Submitted form should be provided in a legible form. (Typewritten form preferred.)
- 3) Vendors must submit unit prices for all items. Failure to provide unit prices will result in the disqualification of the vendor's bid.

A. J. Williams
 BB21 - 2/16/10



**West Virginia Department of Transportation
State Rail Authority**

**Joe Manchin III
Governor**

120 Water Plant Drive, Moorefield, West Virginia 26836
304-538-2305 TDD 800-742-6991 Fax 304-538-7474

E-mail: John.J.Philbrick@wv.gov

To: All Attendees of the July 8, 2010 Prebid Meeting for the Replacement of Rail on the South Branch Valley Railroad

From: John Philbrick, Superintendent

Date: July 19, 2010

RE: Addendum #4 to RFQ #RMA10031 – Rail Replacement on SBVR

Any items not specifically addressed in this addendum remain the same as stated in the original RFQ and any preceding addendum.

1. Track Charts: Project locations and other information are provided on the attached track charts (Attachment A).
2. Tie Spacing: Average tie spacing shall be 20" for estimating tie plates, tie plugs, spikes and rail anchors.
3. Length of Rails: Average length of rails shall be 33' for estimating joint bars, bolts, washers and welds.
4. Tie Plates: Minimum six square holes per plate
5. Joint Bars: For 105DY, six holes per bar
6. Compromise Joint Bars: 105DY/85AS – four pairs
105DY/90AS – two pairs
105DY/100AS – two pairs
105DY/100RB – two pairs
131RE/105DY – two pairs
7. Compromise Welds: 133RE/131RE – two
8. Track Bolts: New standard heat-treated carbon steel track bolts and nuts shall conform to the type and weight of track material being used. Spring washers of the appropriate size shall be used on each bolt.
9. Rail Anchors: These shall be the proper size for the rail to which they are applied.

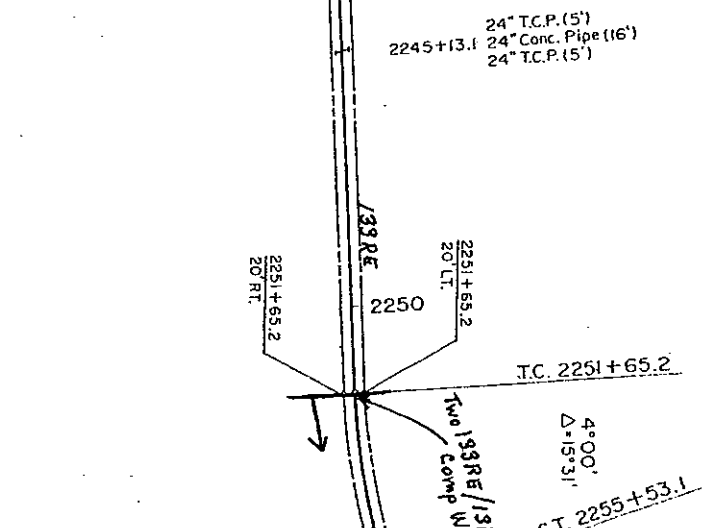
RMA 10031 – SBVR Rail Replacement
Page 2 of 2

10. Replacement Rail: Contractor will move rail from current locations to project site.
11. Old Rail and OTM: Contractor will stack rail by size at designated location in Moorefield shop/office area. All OTM removed during the project will be placed in piles at the Moorefield shop/office area.
12. Work Train: SBVR can provide a work train consisting of one locomotive with engineer and two flat cars for \$125.00 per hour.
13. Welded Rail: The 131/132RE rail installed at the south end of Moorefield Yard will be welded and installed in accordance with AREMA specifications and the SBVR CWR Program (Attachment B). Rails will have bolt holes removed by cutting the rail ends with a rail saw. Rails will be welded straight and then placed in curves. The quality of all welds shall be checked by the contractor using magnetic particle or ultrasound inspection in accordance with AREMA specifications. Test results are to be provided to the SBVR. The south end of this section shall comp down from 131RE to 105DY to 100RB.
14. Spiking Pattern: Welded Rail – see SBVR CWR Program (Rail Fasteners)
Jointed Rail – see Attachment C
15. Anchor Pattern: Welded rail – see SBVR CWR Program (Rail Fasteners)
Jointed rail – box anchor every fourth tie
Turnouts – box anchor every tie possible on main line and turnout side
16. Extra Materials: Any weld kits, joint bars, bolts, washers, spikes and rail anchors left over at the end of the job will become property of the SBVR.
17. Sales Tax: All materials provided by the contractor are subject to all applicable sales taxes.
18. Completion Date: June 30, 2011
19. Sign-In Sheets: Attachment D

C.T. 2240+80.6

W.Va.

2190+48.5 12" T.C.P.



T.C. 2196+12.

3°00' Δ=15°00'

C.T. 2201+12.4

MP 42.76
2258+02.5 12" T.C.P. (11.5)
2257+86 Private Rd. X-ing

2260

Brook Hill, W.Va.

2265+05.1 X-ing. FRA # 144807H
MP 42.90

2270+77.2 24" Cor Iron Pipe (30)

2270

Compound Curve
Δ=42°04'

2°30' 5'00' 14°00'
Δ=2°29' Δ=15°00' Δ=24°35'

C.C. 2268+06.6
T.C. 2267+07.3

C.C. 2271+06.6
T.C. 2272+82.2

2276+50.8
30' RT.
131 RE / 105 DY
Comp Joints
Each Rail

2274+70 -12" V.I.R. (12')

2278+26.8 24" Conc. Pipe (20')

T.C. 2276+60.8

T.C. 2280+12.1

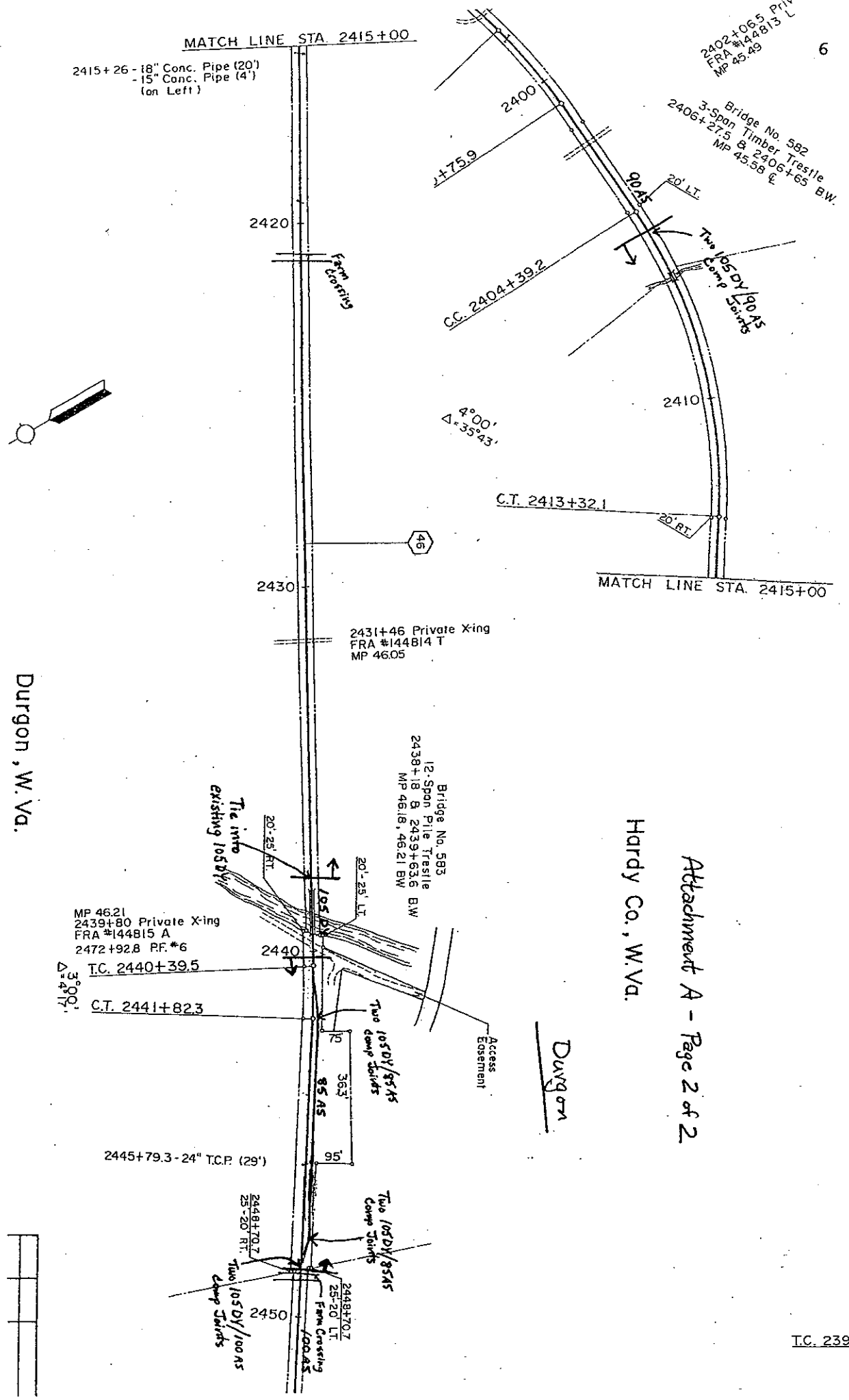
2280

C.T. 2279+38.7

4°40' Δ=12'

South End Moorefield Yard

Attachment A - Page 1 of 2



MATCH LINE STA. 2415+00
 2415+26 - 18" Conc. Pipe (20')
 - 15" Conc. Pipe (4')
 (on Left)

2402+06.5 Priv
 FRA #144813 L
 MP 45.49

Bridge No. 582
 3-Span Timber Trestle
 2406+27.5 & 2406+65 BW
 MP 45.58

2400
 +75.9
 C.C. 2404+39.2
 4°00'
 Δ=35'43"
 2410
 C.T. 2413+32.1
 20' RT
 20' LT
 Two 105 DY/80 AS
 Camp Tents

MATCH LINE STA. 2415+00

2420
 Farm Crossing

2430
 2431+46 Private X'ing
 FRA #144814 T
 MP 46.05

Bridge No. 583
 12-Span Pile Trestle
 2439+18 B, 2439+63.6 BW
 MP 46.18, 46.21 BW

Durgon, W. Va.

Hardy Co., W. Va.

Attachment A - Page 2 of 2

MP 46.21
 2439+80 Private X'ing
 FRA #144815 A
 2472+92.8 RF.#6
 T.C. 2440+39.5
 3°00'
 Δ=49'17"

C.T. 2441+823
 2445+79.3 - 24" T.C.P. (29')

Tie into
 existing 105 DY

20'-25' LT
 20'-25' RT
 105
 Access Easement

Two 105 DY/85 AS
 Camp Tents

Two 105 DY/85 AS
 Camp Tents

2448+70.7
 25'-20' RT
 Two 105 DY/100 AS
 Camp Tents

2448+70.7
 25'-20' LT
 Farm Crossing
 100 AS

2450

T.C. 2392+1

CONTINUOUS WELDED RAIL

1. INSTALLATION

A. RAIL

1. If tie renewal and track surfacing are to be undertaken in conjunction with the laying of continuous welded rail, the tie and surfacing work must precede the rail laying.
2. A full ballast section is required where continuous welded rail is to be installed. Tie cribs must be full to within 1 inch of the top of tie and extend at that elevation at least 6 inches from the end of tie to the edge of slope on tangent track and on the inside of curves, and 12 inches from the end of tie to the edge of slope on the outside of curves. Ballast slope should not be less than 2 to 1.
3. Continuous welded rail must be installed at a temperature to minimize track buckling in the summer due to high compressive forces in the rail and rail pull-aparts in the winter when the rail is in tension. The rail, at the time rail anchors are applied, must be in neither compression nor tension and is referred to as being in a stress-free state and at a temperature referred to as the rail neutral temperature. (See Section 1.A.4)
4. Continuous welded rail should be installed at a temperature not less than 90 degrees nor more than 100 degrees Fahrenheit. Rail temperature will be measured with at least two rail thermometers placed on the web of the rail on the shaded side. Rail thermometers must be checked on a regular basis by placing two thermometers adjacent to each other. If the readings vary by more than 5 degrees, a third thermometer must be used to determine which of the two is accurate. Inaccurate rail thermometers must be replaced.
5. When rail heaters, or equivalent, are not available, and it becomes necessary to install and anchor rail at a temperature less than 90 degrees, a report must be made to the Superintendent indicating the location of the installed rail and the installation temperature. This location must be identified for rail temperature adjustment before a target temperature arrives.
6. CWR installation should be avoided, if possible, during periods of very low ambient temperature. However, if rail must be installed without rail heaters, or equivalent, a report of the location and the installation temperature must be made to the Superintendent.

B. RAIL FASTENERS

1. Two rail holding spikes will be driven in each tie plate on tangent and curves less than 2 degrees. Three rail holding spikes and one hold-down spike on the field side shall be driven in each tie plate on curves of 2 degrees and less than 6 degrees. For curves of 6 degrees or more, three rail holding spikes and two hold-down spikes shall be driven in each tie plate.
2. On all welded rail, 200 feet must be box anchored on each side of bolted joints, rail to rail crossings, highway crossings at grade, and open deck bridges. In addition, 200 feet will be box anchored ahead of the point of switch and behind the heel of the frog on the main track and on the turnout side if the siding has continuous welded rail. At all other locations, every other tie will be box anchored. Box anchored means the application of four rail anchors in such a manner that an anchor is bearing against each side of the tie on each rail.
3. When anchors are applied, care must be taken to ensure that anchors have full bearing against the tie and that the anchors are not over driven. When an anchor is applied to the rail, there must be an anchor applied to the opposite rail with bearing on the same side of the tie.
4. At locations where continuous welded rail joins bolted jointed rail, the welded rail must be box anchored on every tie for 200 feet from the end of the bolted rail. The number of anchors applied to the bolted rail will be uniformly decreased over a distance of eight rail lengths from the box anchored pattern at the joining point to the existing anchor pattern of the bolted rail.
5. Turnouts in areas where continuous welded has been laid will be box anchored on every tie on both the main line and turnout side where it is possible to install the anchors. This pattern is to be applied to both welded and bolted turnouts.
6. Continuous welded rail on ballast deck bridges will be anchored with the same pattern as the rail adjacent to the bridge. On open-deck timber bridges, anchors will be applied to all ties fastened to the stringers. On open-deck steel bridges, anchors shall be applied as directed by Superintendent.
7. At the completion of rail installation, with all rail fasteners in place, the date and rail installation temperature will be marked with paint on both sides of the rail web at the end of the rail as delivered to the railroad.

II. ADJUSTING NEUTRAL TEMPERATURE

A. TRACK CONDITIONS REQUIRING ADJUSTMENT

1. Where CWR has been installed at a temperature lower than the minimum allowable temperature range, the Superintendent should have been notified as required in Section I.A.5 and I.A.6 and the rail scheduled for temperature adjustment. It is important to complete any temperature adjustments before the onset of a target temperature. Any rail not installed and anchored at a temperature of at least 90 degrees should be scheduled for adjustment.
2. The neutral temperature of the rail can only change if the rail moves or if a rail repair improperly performed. Rail installed in track can move when subjected to temperature changes or train movements. As these forces are applied to track, rail movement occurs through anchors wearing into the ties, ties moving in the ballast, or rail moving through the anchors or clips.
3. Rail movement can also occur in areas where trains routinely apply brakes. These areas include signal locations, descending grades, permanent speed restrictions, approaching yards, or similar locations on the railroad. At some locations, such as road crossings and turnouts, rail is more resistant to longitudinal creep than in open track. Rail with high longitudinal forces is often found at these locations.
4. Curved track has a tendency to move laterally when subjected to temperature changes. In cold weather, rail will contract and pull toward the inside of a curve. This is more pronounced where there is insufficient ballast on the low side of the curve. When this occurs, the curve will have a lower neutral temperature and therefore will develop high compressive forces when the rail temperature increases.
5. Many maintenance activities can affect the neutral temperature of the rail. When rail defects are repaired, care must be exercised to be sure that the length of rail installed is the same as the rail removed. Also, any work that significantly disturbs the ballast, such as surfacing, tie renewal, and undercutting, can allow the track to shift in response to traffic and temperature changes until the ballast section is again stabilized.

B. PROCEDURES FOR ADJUSTING NEUTRAL TEMPERATURE

1. Rail should not be cut more often than absolutely necessary. But de-stressing long distances per cut reduces the chances that reasonably uniform neutral temperature will be achieved. Rail cannot be easily adjusted on track that is overfilled with ballast, track that is uneven in surface or alignment, or on curved track, and attempting to de-stress rail under these conditions should be avoided.
2. The length of rail to be adjusted should be no less than 390 feet nor more than 1170 feet depending on the condition to be remedied. Where a repair rail was installed in cool weather, the amount of rail to be de-stressed is likely to be relatively short, and a distance of 390 feet should be used. Where longer lengths of CWR are to be de-stressed, working in 1170 foot segments would be appropriate.
3. The rail should be cut in the middle of the length of rail to be de-stressed. Prior to cutting the rail, make two marks on the base of the rail with paint marker approximately 3 feet each side of the location where the cut will be made. Measure and record the distance between the two marks before the rail is cut so the total length adjustment can be measured after the de-stress operation is completed. If the rail temperature is less than the existing neutral temperature, the rail will be in tension and a rail saw may be used to cut the rail. If the rail temperature is higher than the existing neutral temperature, the rail will be in compression and will have to be torch cut. If a torch is used in Class III or higher territory, the rail ends must be cut again with a rail saw unless a weld is made within one hour.
4. After the rail is cut, remove the anchors from the rail over the entire length of rail to be de-stressed. If the rail was in compression, the rail ends will have to be offset so the rail is free to expand. The frictional resistance on the base of the rail should be relieved by vibrating the rail or tapping the tie plates. Avoid striking the rail during the process.
5. After the stress in the rail has been relieved, measure the rail temperature with a rail thermometer. Table 1 (below) gives the length of rail adjustment required for various lengths of rail being adjusted and temperature differentials.

TABLE 1

Temp Difference Degree F	390 ft. 10 Rail Lengths	585 ft. 15 Rail Lengths	780 ft. 20 Rail Lengths	975 ft. 25 Rail Lengths	1170 ft. 30 Rail Lengths
5 degrees	1/4 Inch	1/4 Inch	1/4 Inch	1/4 Inch	1/2 Inch
10 degrees	1/4 Inch	1/2 Inch	1/2 Inch	3/4 Inch	1 Inch
15 degrees	1/2 Inch	3/4 Inch	1 Inch	1-1/4 Inch	1-1/4 Inch
20 degrees	1/2 Inch	1 Inch	1-1/4 Inch	1-1/2 Inch	1-3/4 Inches
25 degrees	3/4 Inch	1-1/4 Inch	1-1/2 Inch	1-3/4 Inches	2-1/4 inches
30 degrees	1 Inch	1-1/4 Inch	1-3/4 Inches	2-1/4 Inches	2-3/4 Inches
35 degrees	1 Inch	1-1/2 Inch	2-1/4 Inches	2-3/4 Inches	3-1/4 Inches
40 degrees	1-1/4 Inch	1-3/4 Inch	2-1/2 Inches	3 Inches	3-1/2 Inches
45 degrees	1-1/2 Inch	2 Inches	2-3/4 Inches	3-1/4 Inches	4 Inches
50 degrees	1-1/2 Inch	2-1/4 Inches	3 Inches	3-3/4 Inches	4-1/2 Inches
55 degrees	1-3/4 Inch	2-1/2 Inches	3-1/4 Inches	4-1/4 Inches	5 Inches
60 degrees	1-3/4 Inch	2-3/4 Inches	3-1/2 Inches	4-1/2 Inches	5-1/2 Inches

For example: If the rail temperature was 70 degrees the temperature differential, for a desired neutral temperature of 95 degrees, would be 25 degrees. If the unrestrained rail length was 1170 feet, the amount of rail length adjustment would be found in the table at the intersection of the 25 degrees differential row and the column heading of 1170 ft. In this example, the rail end gap should be 2-1/4 inches. If the rail was saw cut originally, it must be cut again so that the overall rail end gap is 2-1/4 inches. If the rail was originally torch cut in Class II or higher track, the rail must have a minimum 3/8 inch saw cut off the end of each rail so that the overall rail-end gap is 2-1/4 inches. If the rail is to be field welded, an additional 1 inch of rail must be removed to accommodate the 1 inch thermite weld.

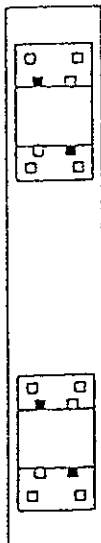
6. A rail expander can now be used to close the rail end gap for application of joint bars for a bolted joint, or for preparation of the field weld for a welded joint. As the rail expander applies tension to the rail, it is desirable to reduce friction at the rail and tieplate interface by using a rail vibrator or tapping the tie plates. When de-stressing long sections of rail, it is advisable to make match marks on the

base of the rail and tie plate at equal increments along the section of rail so that rail movement can be monitored to verify uniform expansion.

7. Reapply all rail anchors and other fastenings. Measure the instance between the pain marks made on the base of the rail and record the amount or rail removed on the report of rail neutral temperature adjustment. This report will also include the location of the rail and the date the rail was adjusted.
8. Adjust the neutral temperature in the opposite rail using the same procedures. Do not assume that the opposite rail will require the same amount of adjustment.
9. At the completion of rail temperature adjustment, the rail will be marked with paint on both sides of the rail web with the date work was accomplished, the adjusted neutral temperature, and the length of rail adjusted.

Attachment C

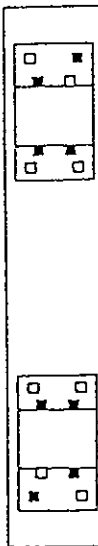
SPIKING PATTERN "A"



SPIKING PATTERN "B"



SPIKING PATTERN "C"



SPIKING PATTERN "D"



TRACK TYPE, TRACK ALIGNMENT, AND SPEED AUTHORIZED	SPIKES PER TIE PLATE	SPIKING PATTERN
MAIN TRACKS AND SIDINGS		
TANGENTS AND CURVES LESS THAN 2 DEGREE WITH SPEED UP TO 45 MPH	2	A
TANGENTS AND CURVES LESS THAN 2 DEGREE WITH SPEED GREATER THAN 45 MPH	3	B
CURVES 2 DEGREE AND OVER BUT LESS THAN 6 DEGREE	4	C
CURVES OVER 6 DEGREE	5	D
SIDE TRACKS - SPEEDS UP TO 25 MPH		
TANGENTS AND CURVES LESS THAN 6 DEGREE	2	A
CURVES 6 DEGREE AND OVER BUT LESS THAN 12 DEGREE	3	B
CURVES OVER 12 DEGREE	4	C
SIDE TRACKS - SPEEDS GREATER THAN 25 MPH		
TANGENTS AND CURVES LESS THAN 2 DEGREE	2	A
CURVES 2 DEGREE AND OVER BUT LESS THAN 4 DEGREE	3	B
CURVES OVER 4 DEGREE	4	C

■ - TRACK SPIKE

MAIN TRACK - A TRACK, OTHER THAN AN AUXILIARY TRACK, EXTENDING THROUGH YARDS AND BETWEEN STATIONS, UPON WHICH TRAINS ARE OPERATED IN CONFORMANCE WITH RULES OR SPECIAL INSTRUCTIONS.

SIDING - AN AUXILIARY TRACK DESIGNATED IN SPECIAL INSTRUCTIONS FOR THE MEETING OR PASSING OF TRAINS.

SIDE TRACK - AN AUXILIARY TRACK FOR PURPOSES OTHER THAN MEETING OR PASSING TRAINS.

MAIN TRACK SPIKING PATTERNS
SIDE TRACK SPIKING PATTERNS

Pre-Bid Conference
SIGN IN SHEET

[Please Print]

Request for Proposal No.: RMA 10031 Date: 7/8/10
 Rail Replacement on SBVR

<u>Firm & Representative Name</u>	<u>Mailing Address</u>	<u>Telephone & FAX Numbers</u>
1. <u>John J. Fields</u> <u>Tartaglia</u>	<u>5867 E. Molloy Rd.</u> <u>Syracuse N.Y. 13211</u>	T: <u>(315) 455-0100</u> F: <u>(315) 455-6008</u>
2. <u>Josh Rekers</u> <u>Antrac of Ohio</u>	<u>11842 Lincoln Way East.</u> <u>Orrville, OH, 11842</u>	T: <u>330-936-6120</u> F: <u>330-683-3243</u>
3. <u>DANIEL RICH</u> <u>ACME CONSTRUCTION</u>	<u>7695 BOND ST.</u> <u>CLEVELAND OH, 44139</u>	T: <u>(440) 232-7474</u> F: <u>(440) 232-7477</u>
4. <u>GARY Nelson</u> <u>Acme Construction</u>	<u>7695 Bond St.</u> <u>Cleveland, Oh 44159</u>	T: <u>(440) 232-7474</u> F: <u>(440) 232-7477</u>
5. <u>Ben Swope</u> <u>Fritz-Rumer-codke co.</u>	<u>PO Box 07884, 635 E. Woodrow Ave</u> <u>Columbus OH 43207</u>	T: <u>614-444-8844</u> F: <u>614-444-7224</u>
6. <u>JIM MOORE</u> <u>RAIL WORKS</u>	<u>985 UNION Hill Rd</u> <u>ALPHARETTA GA 30004</u>	T: <u>770 740 0284</u> F: <u>770 740 0384</u>
7. <u>Johnny Wharton</u> <u>U.W. Peoples CONT. CO</u>	<u>600 H. Bell Ave bld. 1</u> <u>Suite 210, Carnegie PA 15106</u>	T: <u>412-276-2342</u> F: <u>412-276-2325</u>
8. <u>SCOTT SEPESKY</u> <u>ATLAS RAILROAD CONST</u>	<u>1253 SR 519 EIGHTYFOUR PA</u> <u>15330</u>	T: <u>724-228-4500</u> F: <u>724-228-3183</u>
9. <u>JAY FANOL</u> <u>Antrac RR Contractors of MD</u>	<u>9436 EARLEY DRIVE</u> <u>Hogers town MD 21746</u>	T: <u>301-777-3130</u> F: <u>301-777-3716</u>
10. <u>LEE WILLIAMS</u> <u>BAUCAR BETTY RAIL</u>	<u>1600 Rte 136</u> <u>WASHINGTON, PA 15301</u>	T: <u>724-228-7636</u> F: <u>724-884-0025</u>

Please print or write legibly. The fax number is essential to contact the attendees in a timely manner.

Pre-Bid Conference
SIGN IN SHEET
[Please Print]

Request for Proposal No.: RMA 10031 Date: 7/8/10
Rail Replacement on SBVA

<u>Firm & Representative Name</u>	<u>Mailing Address</u>	<u>Telephone & FAX Numbers</u>
1. <u>Dave Luvary</u> <u>Railroad Constructors Inc.</u>	<u>705 Mantua Ave.</u> <u>Paulsboro, NJ 08066</u>	T: <u>856-423-9385</u> F: <u>1 11 9389</u>
2. <u>Richard Hall</u> <u>American Railroad</u>	<u>2870 Normandy Dr.</u> <u>Atlanta, GA 30305</u>	T: <u>404-915-3124</u> F: <u>770-393-0110</u>
3. _____	_____	T: _____ F: _____
4. _____	_____	T: _____ F: _____
5. _____	_____	T: _____ F: _____
6. _____	_____	T: _____ F: _____
7. _____	_____	T: _____ F: _____
8. _____	_____	T: _____ F: _____
9. _____	_____	T: _____ F: _____
10. _____	_____	T: _____ F: _____

Please print or write legibly. The fax number is essential to contact the attendees in a timely manner.

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Balfour Beatty Rail, Inc.
of Jacksonville Florida, as Principal, and Travelers Casualty and Surety Company of
America of Hartford Connecticut, a corporation organized and existing under the laws of the State of
CT with its principal office in the City of Hartford, as Surety, are held and firmly bound unto the State
of West Virginia, as Obligea, in the penal sum of * See Below (\$ 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
* Five (5) Percent of Amount Bid

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
Rail Replacement

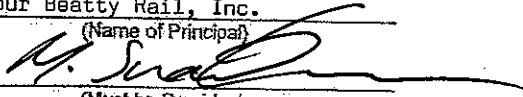
NOW THEREFORE,

- (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 Obligea may accept such bid, and said Surety does hereby
waive 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
27th day of July, 20 10.

Principal Corporate Seal

Balfour Beatty Rail, Inc.
(Name of Principal)
By: 
(Must be President or
Vice President)
MARK SNAILHAM, VICE PRESIDENT
(Title)

Surety Corporate Seal

Travelers Casualty and Surety Company of America
(Name of Surety)


Rebecca E. Howard Attorney-in-Fact

WV Non-Resident License No. 495268
IMPORTANT - Surety executing bonds must be licensed in West Virginia to transact surety insurance. Raised corporate seals
must be affixed, a power of attorney must be attached.



POWER OF ATTORNEY

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

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

Attorney-In Fact No. 221219

Certificate No. 003475651

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

William G. Moody III, Patty L. Mills, Normandy Sutton, and Rebecca E. Howard

of the City of Atlanta, State of Georgia, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 14th day of May, 2009.

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

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



State of Connecticut
City of Hartford ss.

By: [Signature]
George W. Thompson, Senior Vice President

On this the 14th day of May, 2009, before me personally appeared George W. Thompson, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2011.



[Signature]
Marie C. Tetreault, Notary Public



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

STATE OF PENNSYLVANIA

COUNTY OF WASHINGTON, TO-WIT:

I, LEE WILLIAMS, after being first duly sworn, depose and state as follows:

- 1. I am an employee of BALFOUR BEATTY RAIL INC; and,
(Company Name)
- 2. I do hereby attest that BALFOUR BEATTY RAIL INC
(Company Name)

maintains a valid written drug free workplace policy and that such policy is in compliance with **West Virginia Code** §21-1D-5.

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

BALFOUR BEATTY RAIL INC
(Company Name)

By: Lee Williams

Title: REGIONAL MANAGER

Date: AUGUST 16, 2010

Taken, subscribed and sworn to before me this 16th day of August 2010

By Commission expires April 8 2014

(Seal) COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Heather Johnson, Notary Public
City of Washington, Washington County
My Commission Expires April 8, 2014

Heather Johnson
(Notary Public)

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

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

West Virginia Code §5A-3-10a states: 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.

DEFINITIONS:

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon

"Debtor" means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions. "Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities "Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

EXCEPTION: The prohibition of this section does not apply where a vendor has contested any tax administered pursuant to chapter eleven of this code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

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

WITNESS THE FOLLOWING SIGNATURE

Vendor's Name: BALFOUR BEATTY RAIL INC

Authorized Signature: [Signature] Date: 8/16/2010

State of PA

County of WASHINGTON, to-wit:

Taken, subscribed, and sworn to before me this 16 day of August, 2010

My Commission expires April 8, 2014

AFFIX SEAL HERE

NOTARY PUBLIC

[Signature]

COMMONWEALTH OF PENNSYLVANIA

Notarial Seal
Heather Johnson, Notary Public
City of Washington, Washington County
My Commission Expires April 8, 2014