



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

Solicitation

NUMBER
RMA12032

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
PAUL REYNOLDS 304-558-0468

109023822 301-797-3730
 AMTRAC RAILROAD CONTRACTORS OF
 9436 EARLEY DR
 HAGERSTOWN MD 21740-1737

VENDOR

SHIP TO

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

DATE PRINTED
06/08/2012

BID OPENING DATE: 06/21/2012 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 1						
ISSUED TO DISTRIBUTE ADDITIONAL TERMS AND CONDITIONS PER THE ATTACHED.						
BID OPENING DATE AND TIME REMAINS 06/21/12 @1:30 P.M.						
0001		EA		\$50-70	\$1,577,508.00	\$1,577,508.00
SIGNS, RAILROAD CROSSING (ELECTRIC)						
***** THIS IS THE END OF RFQ RMA12032 ***** TOTAL:						\$1,577,508.00

RECEIVED
 2012 AUG -2 AM 9:44
 WV PURCHASING DIVISION

SIGNATURE	TELEPHONE	DATE
<i>[Signature]</i>	301-797-3730	August 1, 2012
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
Vice President	35-1649116	

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



ADDITIONAL TERMS AND CONDITIONS

Various Legislative acts passed in the 2012 session require inclusion of certain provisions in all state contracts. Accordingly, this addendum will add the three provisions listed below to the solicitation and resulting contract entered into between the State of West Virginia and the vendor. In the event that the solicitation is not for construction or architectural/engineering work, sections 2 and 3 below will not apply.

1. **BACKGROUND CHECK:** In accordance with W. Va. Code § 15-2D-3, the Director of the Division of Protective Services may require any service provider whose employees are regularly employed on the grounds or in the buildings of the Capitol complex or who have access to sensitive or critical information to submit to a fingerprint-based state and federal background inquiry through the state repository.

After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision.

The State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check.

2. **SUBCONTRACTOR LIST SUBMISSION:** In accordance with W. Va. Code § 5-22-1, The apparent low bidder on a contract for the construction, alteration, decoration, painting or improvement of a new or existing building or structure valued at more than \$500,000.00 shall submit a list of all subcontractors who will perform more than \$25,000.00 of work on the project including labor and materials. This provision shall not apply to any other construction projects, such as highway, mine reclamation, water or sewer projects.

- a. **Required Information.** The subcontractor list shall contain the following information:
 - I. Bidder's name
 - II. Name of each subcontractor
 - III. License numbers as required by W. Va. Code § 21-11-1 et. seq.

iv. Notation that no subcontractors will be used if the bidder will perform the work

b. **Submission.** The completed subcontractor list shall be provided to the Purchasing Division within one business day of the opening of bids for review. Failure to submit the subcontractor list within one business day after the deadline for submitting bids shall result in disqualification of the bid.

c. **Substitution of Subcontractor.** Written approval must be obtained from the Purchasing Division before any subcontractor substitution is permitted. Substitutions are not permitted unless:

- I. The subcontractor listed in the original bid has filed for bankruptcy;
- II. The subcontractor in the original bid has been debarred or suspended; or
- III. The contractor certifies in writing that the subcontractor listed in the original bill fails, is unable, or refuses to perform his subcontract.

3. **GREEN BUILDINGS MINIMUM ENERGY STANDARDS:** In accordance with § 22-29-4, all new building construction projects of public agencies that have not entered the schematic design phase prior to July 1, 2012, or any building construction project receiving state grant funds and appropriations, including public schools, that have not entered the schematic design phase prior to July 1, 2012, shall be designed and constructed complying with the ICC International Energy Conservation Code, adopted by the State Fire Commission, and the ANSI/ASHRAE/IESNA Standard 90.1-2007: *Provided*, That if any construction project has a commitment of federal funds to pay for a portion of such project, this provision shall only apply to the extent such standards are consistent with the federal standards.



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 HAGERSTOWN MD 21740-1737

SHIP TO

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

DATE PRINTED
06/12/2012

BID OPENING DATE: 07/26/2012 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
				ADDENDUM NO. 2		
				BID OPENING DATE CHANGED		
				FROM: 06/21/12 @ 1:30 P.M.		
				TO: 07/26/12 @ 1:30 P.M.		
				SIGN IN SHEET ATTACHED		
				NO OTHER CHANGES		
0001		EA		550-70	\$1,577,508.00	\$1,577,508.00
				SIGNS, RAILROAD CROSSING (ELECTRIC)		
				***** THIS IS THE END OF RFQ RMA12032 ***** TOTAL:		\$1,577,508.00

SIGNATURE	TELEPHONE	DATE
	301-797-3730	August 1, 2012
TITLE Vice President	FEIN 35-1649116	ADDRESS CHANGES TO BE NOTED ABOVE

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

Pre-Bid Conference
SIGN IN SHEET

[Please Print]

Request for Proposal No.: RMA12032 Date: 5-30-12

Firm & Representative Name	Mailing Address	Telephone & FAX Numbers
1. <u>HZI inc.</u> <u>BOB MORIN</u>	<u>1750 W. COLLEGE AVE</u> <u>STATE COLLEGE, PA 16801</u>	T: <u>864-936-3081</u> F: <u>864-936-3084</u>
2. <u>ARMOND CASSIL RAILROAD CONSTRUCTION, INC.</u> <u>DAVE MAGA</u>	<u>6403 RINKE STREET</u> <u>WARREN, ME. 48091</u>	T: <u>586-754-4200</u> F: <u>586-754-4408</u>
3. <u>AMTREC RR CONTRACTORS</u> <u>BOB LASHWAY</u>	<u>9436 EARLEY DR</u> <u>HAGERSTOWN MD</u>	T: <u>301 797 3730</u> F: <u>301 797 3740</u>
4. <u>Buffalo Berry RAIL</u> <u>LEE WILLIAMS</u>	<u>1600 ROUTE 136</u> <u>WASHINGTON PA 15301</u>	T: <u>724-228-7636</u> F: <u>724-884-0025</u>
5. <u>RJ CORMAN</u> <u>Rick JOHNSON</u>	<u>101 RJ Corman DR.</u> <u>Nicholasville, Ky 40340</u>	T: <u>859-881-2410</u> F: <u>859-881-2590</u>
6. <u>J.W. Peoples CONT</u> <u>JOHNNY WHERTON</u>	<u>600 H. Bell Ave.</u> <u>CORNELIUS PA 15106</u>	T: <u>412-276-2342</u> F: <u>412-276-2325</u>
7. <u>Railroad Constructors INC</u> <u>DAVE LUVANG</u>	<u>705 Mantua Ave</u> <u>Paulsboro, NJ</u>	T: <u>856-443-9385</u> F: <u>856-443-9386</u>
8. <u>Jim Ryhal</u> <u>Railworks</u>	<u>1550 N. Bailey Rd.</u> <u>N. Jackson, OH 44451</u>	T: <u>(770) 740-0284</u> F: <u>jryhal@railworks.com</u>
9. _____	_____	T: _____ F: _____
10. _____	_____	T: _____ F: _____

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



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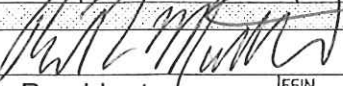
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DATE PRINTED
06/27/2012

BID OPENING DATE: 07/26/2012 BID OPENING TIME 1:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 3						
ADD: PURCHASING DIVISION'S NEW TERMS AND CONDITIONS EFFECTIVE 06/08/2012.						
REVISED SPECIFICATIONS AND 16 SHEETS OF DRAWINGS TO REPLACE THE ORIGINAL SPECIFICATIONS AND DRAWINGS IN ITS ENTIRETY.						
BID OPENING DATE AND TIME REMAINS 07/26/12 @1:30 P.M.						
0001		EA		550-70	\$1,577,508.00	\$1,577,508.00
SIGNS, RAILROAD CROSSING (ELECTRIC)						
***** THIS IS THE END OF RFQ RMA12032 ***** TOTAL:						\$1,577,508.00

SIGNATURE 	TELEPHONE 301-797-3730	DATE August 1, 2012
TITLE Vice President	FEIN 35-1649116	ADDRESS CHANGES TO BE NOTED ABOVE

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ADDENDUM NO. 3

INSTRUCTIONS TO VENDORS SUBMITTING BIDS

1. **REVIEW DOCUMENTS THOROUGHLY:** The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.
2. **MANDATORY TERMS:** The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.
3. **PREBID MEETING:** The item identified below shall apply to this Solicitation.

| A pre-bid meeting will not be held prior to bid opening.

| A NON-MANDATORY PRE-BID meeting will be held at the following place and time:

| A MANDATORY PRE-BID meeting will be held at the following place and time:

All Vendors submitting a bid must attend the mandatory pre-bid meeting. Failure to attend the mandatory pre-bid meeting shall result in disqualification of the Vendor's bid. No one person attending the pre-bid meeting may represent more than one Vendor.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. The State will not accept any other form of proof or documentation to verify attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing. Additionally, the person attending the pre-bid meeting should include the Vendor's E-Mail address, phone number, and Fax number on the attendance sheet. It is the Vendor's responsibility to locate the attendance sheet and provide the required

information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

All Vendors should arrive prior to the starting time for the pre-bid. Vendors who arrive after the starting time but prior to the end of the pre-bid will be permitted to sign in, but are charged with knowing all matters discussed at the pre-bid.

Questions submitted at least five business days prior to a scheduled pre-bid will be discussed at the pre-bid meeting if possible. Any discussions or answers to questions at the pre-bid meeting are preliminary in nature and are non-binding. Official and binding answers to questions will be published in a written addendum to the Solicitation prior to bid opening.

4. **VENDOR QUESTION DEADLINE:** Vendors may submit questions relating to this Solicitation to the Purchasing Division. Questions must be submitted in writing. All questions must be submitted on or before the date listed below and to the address listed below in order to be considered. A written response will be published in a Solicitation addendum if a response is possible and appropriate. Non-written discussions, conversations, or questions and answers regarding this Solicitation are preliminary in nature and are non-binding.

Question Submission Deadline:

Submit Questions to:

2019 Washington Street, East
 P.O. Box 50130
 Charleston, WV 25305
 Fax:
 Email:

5. **VERBAL COMMUNICATION:** Any verbal communication between the Vendor and any State personnel is not binding, including that made at the mandatory pre-bid conference. Only information issued in writing and added to the Solicitation by an official written addendum by the Purchasing Division is binding.
6. **BID SUBMISSION:** All bids must be signed and delivered by the Vendor to the Purchasing Division at the address listed below on or before the date and time of the bid opening. Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason. The bid delivery address is:

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

The bid should contain the information listed below on the face of the envelope or the bid may not be considered:

SEALED BID

BUYER: _____
 SOLICITATION NO.: _____
 BID OPENING DATE: _____
 BID OPENING TIME: _____
 FAX NUMBER: _____

In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal plus _____ convenience copies of each to the Purchasing Division at the address shown above. Additionally, the Vendor should identify the bid type as either a technical or cost proposal on the face of each bid envelope submitted in response to a request for proposal as follows:

BID TYPE: | Technical
 | Cost

7. **BID OPENING:** Bids submitted in response to this Solicitation will be opened at the location identified below on the date and time listed below. Delivery of a bid after the bid opening date and time will result in bid disqualification. For purposes of this Solicitation, a bid is considered delivered when time stamped by the official Purchasing Division time clock.

Bid Opening Date and Time: August 8, 2012 at 1:30 p.m.

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

8. **ADDENDUM ACKNOWLEDGEMENT:** Changes or revisions to this Solicitation will be made by an official written addendum issued by the Purchasing Division. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgment Form, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.
9. **BID FORMATTING:** Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.

GENERAL TERMS AND CONDITIONS:

1. **CONTRACTUAL AGREEMENT:** Issuance of a Purchase Order signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.

2. **DEFINITIONS:** As used in this Solicitation / Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation / Contract.
 - 2.1 "Agency" or "Agencies" means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.
 - 2.2 "Contract" means the binding agreement that is entered into between the State and the Vendor to provide the goods and services requested in the Solicitation.
 - 2.3 "Director" means the Director of the West Virginia Department of Administration, Purchasing Division.
 - 2.4 "Purchasing Division" means the West Virginia Department of Administration, Purchasing Division.
 - 2.5 "Purchase Order" means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the successful bidder and Contract holder.
 - 2.6 "Solicitation" means the official solicitation published by the Purchasing Division and identified by number on the first page thereof.
 - 2.7 "State" means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.
 - 2.8 "Vendor" or "Vendors" means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

3. **CONTRACT TERM; RENEWAL; EXTENSION:** The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:

| | **Term Contract**

Initial Contract Term: This Contract becomes effective on
upon award
and extends for a period of _____ year(s).

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal must be submitted to the Purchasing Division Director thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Renewal of this Contract is limited to two _____ successive one (1) year periods. Automatic renewal of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases. Attorney General approval may be required for vendor terms and conditions.

Reasonable Time Extension: At the sole discretion of the Purchasing Division Director, and with approval from the Attorney General's office (Attorney General approval is as to form only), this Contract may be extended for a reasonable time after the initial Contract term or after any renewal term as may be necessary to obtain a new contract or renew this Contract. Any reasonable time extension shall not exceed twelve (12) months. Vendor may avoid a reasonable time extension by providing the Purchasing Division Director with written notice of Vendor's desire to terminate this Contract 30 days prior to the expiration of the then current term. During any reasonable time extension period, the Vendor may terminate this Contract for any reason upon giving the Purchasing Division Director 30 days written notice. Automatic extension of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases, but Attorney General approval may be required.

| ✓ | **Fixed Period Contract:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within 120 _____ days.

| | **One Time Purchase:** The term of this Contract shall run for one year from the date the Purchase Order is issued or from the date the Purchase Order is issued until all of the goods contracted for have been delivered, whichever is shorter.

| | **Other:** See attached.

4. **NOTICE TO PROCEED:** Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed Purchase Order will be considered notice to proceed
5. **QUANTITIES:** The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.
- | **Open End Contract:** Quantities listed in this Solicitation are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.
 - | **Service:** The scope of the service to be provided will be more clearly defined in the specifications included herewith.
 - | **Combined Service and Goods:** The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.
 - | **One Time Purchase:** This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.
6. **PRICING:** The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification.
7. **EMERGENCY PURCHASES:** The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute a breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.
8. **REQUIRED DOCUMENTS:** All of the items checked below must be provided to the Purchasing Division by the Vendor as specified below.
- | **BID BOND:** All Vendors shall furnish a bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.

| **PERFORMANCE BOND:** The apparent successful Vendor shall provide a performance bond in the amount of . The performance bond must be issued and received by the Purchasing Division prior to Contract award. On construction contracts, the performance bond must be 100% of the Contract value.

| **LABOR/MATERIAL PAYMENT BOND:** The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be issued and delivered to the Purchasing Division prior to Contract award.

In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable.

| **MAINTENANCE BOND:** The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award.

| **WORKERS' COMPENSATION INSURANCE:** The apparent successful Vendor shall have appropriate workers' compensation insurance and shall provide proof thereof upon request.

| **INSURANCE:** The apparent successful Vendor shall furnish proof of the following insurance prior to Contract award:

| **Commercial General Liability Insurance:**
or more.

| **Builders Risk Insurance:** builders risk – all risk insurance in an amount equal to 100% of the amount of the Contract.

|

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The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether or not that insurance requirement is listed above.

LICENSE(S) / CERTIFICATIONS / PERMITS: In addition to anything required under the Section entitled Licensing, of the General Terms and Conditions, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits prior to Contract award, in a form acceptable to the Purchasing Division.

The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications prior to Contract award regardless of whether or not that requirement is listed above.

9. LITIGATION BOND: The Director reserves the right to require any Vendor that files a protest of an award to submit a litigation bond in the amount equal to one percent of the lowest bid submitted or \$5,000, whichever is greater. The entire amount of the bond shall be forfeited if the hearing officer determines that the protest was filed for frivolous or improper purpose, including but not limited to, the purpose of harassing, causing unnecessary delay, or needless expense for the Agency. All litigation bonds shall be made payable to the Purchasing Division. In lieu of a bond, the protester may submit a cashier's check or certified check payable to the Purchasing Division. Cashier's or certified checks will be deposited with and held by the State Treasurer's office. If it is determined that the protest has not been filed for frivolous or improper purpose, the bond or deposit shall be returned in its entirety.

10. ALTERNATES: Any model, brand, or specification listed herein establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.

11. EXCEPTIONS AND CLARIFICATIONS: The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or

other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.

- 12. LIQUIDATED DAMAGES:** Vendor shall pay liquidated damages in the amount _____ for _____. This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy.
- 13. ACCEPTANCE/REJECTION:** The State may accept or reject any bid in whole, or in part. Vendor's signature on its bid signifies acceptance of the terms and conditions contained in the Solicitation and Vendor agrees to be bound by the terms of the Contract, as reflected in the Purchase Order, upon receipt.
- 14. REGISTRATION:** Prior to Contract award, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division and must have paid the \$125 fee if applicable.
- 15. COMMUNICATION LIMITATIONS:** In accordance with West Virginia Code of State Rules §148-1-6.6, communication with the State of West Virginia or any of its employees regarding this Solicitation during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited without prior Purchasing Division approval. Purchasing Division approval for such communication is implied for all agency delegated and exempt purchases.
- 16. FUNDING:** This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available.
- 17. PAYMENT:** Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears, to the Agency at the address on the face of the purchase order labeled "Invoice To."
- 18. UNIT PRICE:** Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.
- 19. DELIVERY:** All quotations are considered freight on board destination ("F.O.B. destination") unless alternate shipping terms are clearly identified in the bid. Vendor's listing of shipping terms that contradict the shipping terms expressly required by this Solicitation may result in bid disqualification.
- 20. INTEREST:** Interest attributable to late payment will only be permitted if authorized by the West Virginia Code. Presently, there is no provision in the law for interest on late payments.
- 21. PREFERENCE:** Vendor Preference may only be granted upon written request and only in accordance with the West Virginia Code § 5A-3-37 and the West Virginia Code of State Rules. A Resident Vendor Certification form has been attached hereto to allow Vendor to apply for the preference. Vendor's

failure to submit the Resident Vendor Certification form with its bid will result in denial of Vendor Preference. Vendor Preference does not apply to construction projects.

22. **SMALL, WOMAN-OWNED, OR MINORITY-OWNED BUSINESSES:** For any solicitations publicly advertised for bid on or after July 1, 2012, in accordance with West Virginia Code §5A-3-37(a)(7) and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to submission of its bid to receive the preferences made available to resident vendors. Preference for a non-resident small, woman-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.
23. **TAXES:** The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
24. **CANCELLATION:** The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-7.16.2.
25. **WAIVER OF MINOR IRREGULARITIES:** The Director reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Code of State Rules § 148-1-4.6.
26. **TIME:** Time is of the essence with regard to all matters of time and performance in this Contract.
27. **APPLICABLE LAW:** This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code or West Virginia Code of State Rules is void and of no effect.
28. **COMPLIANCE:** Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendors acknowledge that they have reviewed, understand, and will comply with all applicable law.
29. **PREVAILING WAGE:** On any contract for the construction of a public improvement, Vendor and any subcontractors utilized by Vendor shall pay a rate or rates of wages which shall not be less than the fair minimum rate or rates of wages (prevailing wage), as established by the West Virginia Division of Labor under West Virginia Code §§ 21-5A-1 et seq. and available at <http://www.sos.wv.gov/administrative-law/wagerates/Pages/default.aspx>. Vendor shall be responsible for ensuring compliance with prevailing wage requirements and determining when prevailing wage

requirements are applicable. The required contract provisions contained in West Virginia Code of State Rules § 42-7-3 are specifically incorporated herein by reference.

30. **ARBITRATION:** Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.
31. **MODIFICATIONS:** This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary, no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). **No Change shall be implemented by the Vendor until such time as the Vendor receives an approved written change order from the Purchasing Division.**
32. **WAIVER:** The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.
33. **SUBSEQUENT FORMS:** The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.
34. **ASSIGNMENT:** Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments. Notwithstanding the foregoing, Purchasing Division approval may or may not be required on certain agency delegated or exempt purchases.
35. **WARRANTY:** The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.
36. **STATE EMPLOYEES:** State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.
37. **BANKRUPTCY:** In the event the Vendor files for bankruptcy protection, the State of West Virginia may deem this Contract null and void, and terminate this Contract without notice.

- 38. HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at <http://www.state.wv.us/admin/purchase/vrc/hipaa.html> and is hereby made part of the agreement provided that the Agency meets the definition of a Covered entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the Vendor.
- 39. CONFIDENTIALITY:** The Vendor agrees that it 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/default.html>.
- 40. DISCLOSURE:** Vendor's response to the Solicitation and the resulting Contract are considered public documents and will be disclosed to the public in accordance with the laws, rules, and policies governing the West Virginia Purchasing Division. Those laws include, but are not limited to, the Freedom of Information Act found in West Virginia Code § 29B-1-1 et seq.
- If a Vendor considers any part of its bid to be exempt from public disclosure, Vendor must so indicate by specifically identifying the exempt information, identifying the exemption that applies, providing a detailed justification for the exemption, segregating the exempt information from the general bid information, and submitting the exempt information as part of its bid but in a segregated and clearly identifiable format. Failure to comply with the foregoing requirements will result in public disclosure of the Vendor's bid without further notice. A Vendor's act of marking all or nearly all of its bid as exempt is not sufficient to avoid disclosure and WILL NOT BE HONORED. Vendor's act of marking a bid or any part thereof as "confidential" or "proprietary" is not sufficient to avoid disclosure and WILL NOT BE HONORED. In addition, a legend or other statement indicating that all or substantially all of the bid is exempt from disclosure is not sufficient to avoid disclosure and WILL NOT BE HONORED. Vendor will be required to defend any claimed exemption for nondisclosure in the event of an administrative or judicial challenge to the State's nondisclosure. Vendor must indemnify the State for any costs incurred related to any exemptions claimed by Vendor. Any questions regarding the applicability of the various public records laws should be addressed to your own legal counsel prior to bid submission.
- 41. LICENSING:** In accordance with West Virginia Code of State Rules §148-1-6.1.7, Vendor 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. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

42. **ANTITRUST:** In submitting a bid to, signing a contract with, or accepting a Purchase Order from any agency of the State of West Virginia, the Vendor agrees to 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 Vendor.

43. **VENDOR CERTIFICATIONS:** By signing its bid or entering into this Contract, Vendor certifies (1) that its bid was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid for the same material, supplies, equipment or services; (2) that its bid is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this RFQ in its entirety; understands the requirements, terms and conditions, and other information contained herein. Vendor's signature on its bid also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency.

The individual signing this bid on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

44. **PURCHASING CARD ACCEPTANCE:** The State of West Virginia currently utilizes a Purchasing Card program, administered under contract by a banking institution, to process payment for goods and services. The Vendor must accept the State of West Virginia's Purchasing Card for payment of all orders under this Contract unless the box below is checked.

Vendor is not required to accept the State of West Virginia's Purchasing Card as payment for all goods and services.

45. **VENDOR RELATIONSHIP:** The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, *etc.* and the filing of all necessary documents, forms and returns pertinent to all of the foregoing. Vendor shall hold harmless the

State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

- 46. INDEMNIFICATION:** The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.
- 47. PURCHASING AFFIDAVIT:** In accordance with West Virginia Code § 5A-3-10a, all Vendors are required to sign, notarize, and submit the Purchasing Affidavit stating that neither the Vendor nor a related party owe a debt to the State in excess of \$1,000. The affidavit must be submitted prior to award, but should be submitted with the Vendor's bid. A copy of the Purchasing Affidavit is included herewith.
- 48. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE:** This Contract may be utilized by and extends to other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts ("Other Government Entities"). This Contract shall be extended to the aforementioned Other Government Entities on the same prices, terms, and conditions as those offered and agreed to in this Contract. If the Vendor does not wish to extend the prices, terms, and conditions of its bid and subsequent contract to the Other Government Entities, the Vendor must clearly indicate such refusal in its bid. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.
- 49. CONFLICT OF INTEREST:** Vendor, its officers or members or employees, shall not presently have or acquire any interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.
- 50. REPORTS:** Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:
- Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.

- [| Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at purchasing.requisitions@wv.gov.

51. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, the Director of the Division of Protective Services may require any service provider whose employees are regularly employed on the grounds or in the buildings of the Capitol complex or who have access to sensitive or critical information to submit to a fingerprint-based state and federal background inquiry through the state repository.

After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision.

The State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check.

52. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS: Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:

- 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, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open heath, basic oxygen, electric furnace, Bessemer or other steel making process.

The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:

- a. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or

- b. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

53. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL: In Accordance with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2) that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in an amount more than fifty thousand dollars (\$50,000) or public works contracts that require more than ten thousand pounds of steel products.

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel 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, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products.

This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for foreign aluminum, glass or steel products plus the applicable preference. If the reduced bid or offer prices are made in writing and supersede the prior bid or offer prices, all bids or offers, including the reduced bid or offer prices, will be reevaluated in accordance with this rule.

ADDITIONAL TERMS AND CONDITIONS (Construction Contracts Only)

1. **CONTRACTOR'S LICENSE:** West Virginia Code § 21-11-2 requires that all persons desiring to perform contracting work in this state be licensed. The West Virginia Contractors Licensing Board is empowered to issue the contractor's license. Applications for a contractor's license may be made by contacting the West Virginia Division of Labor.

West Virginia Code § 21-11-11 requires any prospective Vendor to include the contractor's license number on its bid. Failure to include a contractor's license number on the bid shall result in Vendor's bid being disqualified. Vendors should include a contractor's license number in the space provided below.

Contractor's Name: Amtrac Railroad Contractors of Maryland, Inc.

Contractor's License No. WV020362

The apparent successful Vendor must furnish a copy of its contractor's license prior to the issuance of a purchase order/contract.

2. **DRUG-FREE WORKPLACE:** W. Va. Code § 21-1D-5 provides that any solicitation for a public improvement contract requires each Vendor that submits a bid for the work to submit at the same time an affidavit that the Vendor has a written plan for a drug-free workplace policy. To comply with this law, Vendor must either complete the enclosed drug-free workplace affidavit and submit the same with its bid or complete a similar affidavit that fulfills all of the requirements of the applicable code. Failure to submit the signed and notarized drug-free workplace affidavit, or a similar affidavit that fully complies with the requirements of the applicable code, with the bid shall result in disqualification of Vendor's bid.
3. **AIA DOCUMENTS:** All construction contracts will be governed by the AIA A101-2007 and A201-2007 documents, as amended by the Supplementary Conditions for the State of West Virginia, in addition to the terms and conditions contained herein.
4. **SUBCONTRACTOR LIST SUBMISSION:** In accordance with W. Va. Code § 5-22-1, The apparent low bidder on a contract for the construction, alteration, decoration, painting or improvement of a new or existing building or structure valued at more than \$500,000.00 shall submit a list of all subcontractors who will perform more than \$25,000.00 of work on the project including labor and materials. This provision shall not apply to any other construction projects, such as highway, mine reclamation, water or sewer projects.

c. **Required Information.** The subcontractor list shall contain the following information:

- i. Bidder's name
- ii. Name of each subcontractor

- iii. License numbers as required by W. Va. Code § 21-11-1 et. seq.
 - iv. Notation that no subcontractors will be used if the bidder will perform the work
- d. Submission.** The completed subcontractor list shall be provided to the Purchasing Division within one business day of the opening of bids for review. Failure to submit the subcontractor list within one business day after the deadline for submitting bids shall result in disqualification of the bid.
- e. Substitution of Subcontractor.** Written approval must be obtained from the Purchasing Division before any subcontractor substitution is permitted. Substitutions are not permitted unless:
- i. The subcontractor listed in the original bid has filed for bankruptcy;
 - ii. The subcontractor in the original bid has been debarred or suspended; or
 - iii. The contractor certifies in writing that the subcontractor listed in the original bill fails, is unable, or refuses to perform his subcontract.
- 5. GREEN BUILDINGS MINIMUM ENERGY STANDARDS:** In accordance with § 22-29-4, all new building construction projects of public agencies that have not entered the schematic design phase prior to July 1, 2012, or any building construction project receiving state grant funds and appropriations, including public schools, that have not entered the schematic design phase prior to July 1, 2012, shall be designed and constructed complying with the ICC International Energy Conservation Code, adopted by the State Fire Commission, and the ANSI/ASHRAE/IESNA Standard 90.1-2007: *Provided*, That if any construction project has a commitment of federal funds to pay for a portion of such project, this provision shall only apply to the extent such standards are consistent with the federal standards.

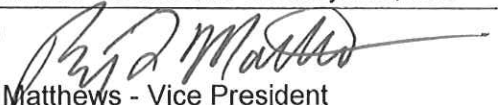
ADDITIONAL TERMS AND CONDITIONS (Architectural and Engineering Contracts Only)

1. **PLAN AND DRAWING DISTRIBUTION:** All plans and drawings must be completed and available for distribution at least five business days prior to a scheduled pre-bid meeting for the construction or other work related to the plans and drawings.
2. **PROJECT ADDENDA REQUIREMENTS:** The Architect/Engineer and/or Agency shall be required to abide by the following schedule in issuing construction project addenda:
 - a. The Architect/Engineer shall prepare any addendum materials for which it is responsible, and a list of all vendors that have obtained drawings and specifications for the project. The Architect/Engineer shall then send a copy of the addendum materials and the list of vendors to the State Agency for which the contract is issued to allow the Agency to make any necessary modifications. The addendum and list shall then be forwarded to the Purchasing Division buyer by the Agency. The Purchasing Division buyer shall send the addendum to all interested vendors and, if necessary, extend the bid opening date. Any addendum should be received by the Purchasing Division at least fourteen (14) days prior to the bid opening date.
3. **PRE-BID MEETING RESPONSIBILITIES:** The Architect/Engineer shall be available to attend any pre-bid meeting for the construction or other work resulting from the plans, drawings, or specifications prepared by the Architect/Engineer.
4. **AIA DOCUMENTS:** Contracts for architectural and engineering services will be governed by the AIA document B101-2007, as amended by the Supplementary Conditions for the State of West Virginia, in addition to the terms and conditions contained herein when procured under Chapter 5G of the West Virginia Code.
5. **GREEN BUILDINGS MINIMUM ENERGY STANDARDS:** In accordance with West Virginia Code § 22-29-4, all new building construction projects of public agencies that have not entered the schematic design phase prior to July 1, 2012, or any building construction project receiving state grant funds and appropriations, including public schools, that have not entered the schematic design phase prior to July 1, 2012, shall be designed and constructed complying with the ICC International Energy Conservation Code, adopted by the State Fire Commission, and the ANSI/ASHRAE/IESNA Standard 90.1-2007: *Provided*, That if any construction project has a commitment of federal funds to pay for a portion of such project, this provision shall only apply to the extent such standards are consistent with the federal standards.

CERTIFICATION AND SIGNATURE PAGE

By signing below, I certify that I have reviewed this Solicitation in its entirety; understand the requirements, terms and conditions, and other information contained herein; that I am submitting this bid or proposal for review and consideration; that I am authorized by the bidder to execute this bid or any documents related thereto on bidder's behalf; that I am authorized to bind the bidder in a contractual relationship; and that to the best of my knowledge, the bidder has properly registered with any State agency that may require registration.

Amtrac Railroad Contractors Of Maryland, Inc.
(Company)


Robert L. Matthews - Vice President
(Representative Name, Title)

301-797-3730 FAX: 301-797-3740
(Contact Phone/Fax Number)

August 1, 2012
(Date)

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: RMA12032

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received:

(Check the box next to each addendum received)

- | | |
|----------------------------------------------------|------------------------------------------|
| <input checked="" type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6 |
| <input checked="" type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7 |
| <input checked="" type="checkbox"/> Addendum No. 3 | <input type="checkbox"/> Addendum No. 8 |
| <input checked="" type="checkbox"/> Addendum No. 4 | <input type="checkbox"/> Addendum No. 9 |
| <input checked="" type="checkbox"/> Addendum No. 5 | <input type="checkbox"/> Addendum No. 10 |

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

Amtrac Railroad Contractors of Maryland, Inc. _____

Company



Authorized Signature

August 1, 2012 _____

Date

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

This addendum will completely replace the original RFQ for RMA12032 All changes from the original will be in italics. 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 crosstie replacement, surfacing, regulating, rail replacement, track adjustment and private crossing replacement. All work is located on the West Virginia Central Railroad (WVCR).

DESCRIPTION OF WORK

4130 TIES: 1,000 ties and 41 switch ties will be replaced on the Coalton Tipple track, 915 ties and 40 switch ties on the Norton Engine House Track, 165 ties in the Belington Yard, 50 ties on the Elkins Metal Recyclers Track #2 and 2000 ties between MP 12 & 22 on the mainline.

1. Tie Replacement

- a. Ties will be handled carefully to avoid damage in accordance with AREMA specifications.
- b. The contractor will replace only those ties marked for replacement by WVCR.
- c. The contractor will remove and properly dispose of old ties. Ties must be stacked clear of tracks and must not be stacked on property other than WVCR right-of-way.
- d. New and old ties can be stored at Belington, Elkins, Bowden and Cheat Bridge 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. It is estimated that 20 percent of the ties replaced will require adjacent ties to be respiked to proper gage.
- 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; a gap of 1/8 to 3/16 inch shall remain between the underside of the spike and the top of the rail base. Ties on tangents will get four spikes per tie. Ties on curves will get six spikes per tie. The correct spiking pattern (Attachment A) 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. They will be box anchored per attachment B. *The railroad will supply additional anchors if anchors are missing from a replaced tie that is within the patterned area. This item is going to be checked very carefully and contractors will be held accountable that every tie they replace that should have anchors will have anchors properly fitted against the tie.*

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. Ballast regulator will be used to regulate ballast and reshape shoulders. Track needs to be restored to proper surface with a minimum of two insertions for each tie.

SURFACING & BALLAST REGULATION:

There will be 5.0 miles of spot tamping between MP 22 & MP 32. This will be mostly in curves. The West Virginia Central Railroad will be responsible for proper ballast at these locations. The contractor will have to regulate and surface this area. There are no turnouts in the spot tamping section. Surfacing will be completed as follows:

- 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. Track needs to be restored to proper surface with a minimum of two insertions 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. The contractor is responsible for repair of any damage done to grade crossing signal systems. Repairs must be done that same day.

NORTON TRACK

Norton Engine House Track: 2563 tf. of 85# rail needs to be replaced with 132# RE rail.

Norton Siding: 705 tf. of 90# rail needs to be replaced with 132# RE rail.

In addition to the ties and switch ties listed under the tie section, there will be three (3) bridge ties replaced on the Norton Engine House Bridge.

The bridge ties are 8" x 10" x 10'. *Bridge ties DO NOT need to be dapped.*

Contractor is to remove the derail at Norton but the derail parts remain the property of WVCR.

NORTON PSD CROSSING

Timber crossing needs to be removed and all ties replaced and gaged. Six ties in crossing, 7" x 9" x 8'6. *Crossing will be replaced with ballast only.*

BELINGTON YARD (Attachment D)

Belington yard: Replace 1010 tf. of 85# rail with 132# rail. To make new main.

#10 Switch off of Belington crossing needs replaced with a #12 to align with new mainline drawing. Contractor will supply #12 switch and complete set of switch ties for #12 switch,

As seen in the attached drawing the mainline track is being changed. The crossing signal system will need installed in the new mainline. Signal sensors need to react to a max speed of 15 mph. New signal drawings must also be provided prior to installation for pre-approval by the SRA.

Per drawing add a 132 RE #8 switch off of old main to connect to siding 3.

Switch at south end of siding 3 will be upgraded to match new 132 RE rail. It will be 132 RE #8 and continue into NEW mainline.

Add 132 RE #10 switch to south end of yard connecting into new main.

There is one complete set of #8 switchties that can be reused for one of the #8 switches. All other switches must include new complete sets of switch ties.

All turnouts will be built to AREMA design specifications. Filter fabric will be placed under the ballast and switch stands shall be placed eight feet from center line of the track. Both turnouts will use bolted joints.

The 132# rail on the new mainline must be comp down to the 90# rail on the siding. Comp joints will be supplied by the contractor. Comping from 132# to 90# must meet AREMA specifications.

CULVERTS

There are 8 culverts between MP 0 – 8.0 that need lowered by 12" and replace the polyurethane plastic culverts with galvanized steel culverts meeting AREMA specifications. These culverts are located at MP .8, 1.3, 1.6, 1.7, 2.9, 2.95, 5.2 and 9.0.

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. During this time the contractor will be given a 10 hour window to work everyday. *There will be a 10 hour window everyday, however, when the contractor is working off the main at Belington Yard and Norton siding a larger window can be made available.* 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. Contractor will need to coordinate work with the Durbin & Greenbrier Valley Railroad, the operator of the WVCR. Contact for track access is Mark Smith, 304-642-3050 or wcvtrack@yahoo.com.

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 stationed to road channel 160.455. Cell service is limited so a radio is required for all crews.

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. This class will be given one time for all employees that will be working on this project. This class will be given prior to the start of the contract. Any employee not in attendance will not be permitted to work on this project. 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. Contractor will be responsible for submitting certified payrolls to the SRA.

There are sidings at Belington, Elkins, Bowden, Bemis and Cheat Bridge that can be used to tie-up equipment. These locations can also be used to stack old ties until removal.

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 crossties, switch ties and spikes removed during this project. All materials are to be disposed of offsite.

MATERIALS

Contractor will be responsible for all materials meeting the specs below. All material will meet AREMA specifications.

RAIL

132# RE rail will be AREMA Class 1 grade meeting the following:

1. Rails shall be straight horizontally except not more than 10% of the order may have horizontal curves not greater than indicated by the mid-ordinate of ¼" in thirty feet.
2. Rails shall be straight vertically with no upsweep or droop permissible.
3. 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 ¾" is permissible. Slight pitting is also allowable. Webs must be free of visual defects. Slight pitting is permissible. Rails shall have gage wear on one side only. Metal flow on rail head shall not exceed 1/8" per side. Engine burns shall not be greater than ½" wide by 1 ½" long by 1/16" deep, shall not exceed two per rail and shall affect no more than 10% of the entire order.

JOINT BARS

If rail is pre-drilled, 6 bolt rail joints are acceptable. If rail is not pre-drilled, 4 bolts per joint is acceptable and the center hole on the rail will not be drilled. Joint bars will match the above rail and meet AREMA specifications.

COMP BARS

Comp bars necessary to tie in 132# rail to 90#rail per AREMA specifications.

4 – pair of 115-132 comp bars for Norton siding replacement per AREMA specifications.

TRACK BOLTS

New standard heat-treated carbon steel track bolts and nuts shall conform to the type and weight of the track material being used. Spring washers of the appropriate size shall be used on each bolt.

TURNOUTS

1– 132RE #10 RBMI turnout per AREMA design specifications. Switches may be new or reconditioned. Switch stands will be new A& K EZ-OP 51-A. Self guarded frogs will not be accepted.

2– 132RE #8 RBMI turnout per AREMA design specifications. Switches may be new or reconditioned. Switch stands will be new A& K EZ-OP 51-A. Self guarded frogs will not be accepted

1- 132RE #12 RBMI turnouts per AREMA design specifications. Switches may be new or reconditioned. Switch stands will be new A& K EZ-OP 51-A. Self guarded frogs will not be accepted. This switch will use the Samson switch point per AREMA specifications. Attachment C

FILTER FABRIC

For use beneath the turnouts. It shall be sixteen-ounce needle punch, non-woven.

ANCHORS

The anchors shall be new drive-on design and be the proper size for the rail to which they are applied. They must meet AREMA specifications.

TIES

4130 - Ties will be new 7" x 9" x 8'6" Grade 5 ties. Specifications in AREMA Chapter 3 will govern. Ties will be mixed hardwoods and oak, 100% end plated and creosote treated to 7# retention or refusal. Contractor will provide treated tie plugs. Contractor will be responsible for all ties.

BRIDGE TIES

3 - Bridge ties will be new 8" x 10" x 10' per AREMA specifications. *Ties do not need to be dapped.*

TIES IN NORTON CROSSING

6 - Ties in crossing will be new 7" x 9" x 8'6 IG ties per AREMA specifications.

TIE PLUGS

Tie plugs shall be 5/8 inch and creosote-treated. Foam spike hole filler may also be used.

SWITCH TIES:

Switch Ties must meet AREMA specifications. 100% end plated and creosote pressure treated to 7# retention or refusal.

Complete set of switch ties for a #8, #10 and #12 switch at Belington Yard. One complete set of #8 switch ties is available for one of the #8 switches.

In addition to the complete sets of switch ties, sizes are as follows for the 81 switch ties replaced on the Norton & Colton sidings:

17 - 7" x 9" x 9'
 10 - 7" x 9" x 10'
 10 - 7" x 9" x 11'
 12 - 7" x 9" x 12'

7 - 7" x 9" x 13'
 10 - 7" x 9" x 14'
 9 - 7" x 9" x 15'
 6 - 7" x 9" x 16'

TIE PLATES

SRA will provide tie plates where existing tie plates are defective or missing for tie installation project.

Contractor will be responsible for new tie plates meeting AREMA specifications for all 132# rail replacement projects. *Contractor can use 13" or 14" tie plates as long as they meet all specifications for use with 132# rail.*

SPIKES

Spikes will be new and conform to AREMA specifications.

Contractor is responsible for the removal of all old crossties. All replaced rail, OTM, old switches, replaced culverts and the derail at Norton will remain the property of the WVCR and will be stacked at a designated location at the Belington Yard.

BIDDING REQUIREMENTS

The contractor MUST have previous experience in crosstie replacement, rail installation and surfacing and regulating. References may be required to prove past experience.

A mandatory pre-bid meeting will be held on Wednesday, May 30, 2012 at 10:00 am at the Belington Yard. This meeting will include an inspection trip of the portion of the railroad that is to receive the new ties. SRA/DGVR will not provide vendor transportation for the inspection trip. All potential vendors must make provisions for their own hi-rail transportation. Vendors will not be allowed to ride with SRA/DGVR employees. Technical questions must be submitted in writing to Paul Reynolds in the Purchasing Division via e-mail at Paul.Reynolds@wv.gov or fax at 304-558-2316. All technical questions will be addressed by addendum.

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

A copy of the track charts and the pre-bid sign in sheet are attached as requested at the pre-bid meeting.

**Pre-Bid Conference
SIGN IN SHEET**

[Please Print]

Request for Proposal No.: RMA12032 Date: 5-30-12

<u>Firm & Representative Name</u>	<u>Mailing Address</u>	<u>Telephone & FAX Numbers</u>
1. <u>HCI inc.</u> <u>BOB MORIN</u>	<u>1750 W. COLLEGE AVE</u> <u>STATE COLLEGE, PA 16801</u>	T: <u>864-936-3081</u> F: <u>864-936-3084</u>
2. <u>ARMOND CASSIL RAILROAD</u> <u>CONSTRUCTION, INC.</u> <u>DAVE MAGEA</u>	<u>6403 RINKE STREET</u> <u>WARREN, ME. 48091</u>	T: <u>586-754-4200</u> F: <u>586-754-4408</u>
3. <u>AMTRAC RR CONTRACTORS</u> <u>BOB LASHWAY</u>	<u>9436 EARLEY DR</u> <u>HAGERSTOWN MD</u>	T: <u>301 797 3730</u> F: <u>301 797 3740</u>
4. <u>Buffalo Berry RAIL</u> <u>LEE WILLIAMS</u>	<u>1600 Route 136</u> <u>WASHINGTON PA 15301</u>	T: <u>724-228-7636</u> F: <u>724-824-0025</u>
5. <u>RJ COARMAN</u> <u>Rick Johnson</u>	<u>101 RJ Coorman Dr.</u> <u>Nicholasville, Ky 40340</u>	T: <u>859-881-2410</u> F: <u>859-881-2590</u>
6. <u>J.W. Peoples cont</u> <u>Johnny Wherton</u>	<u>600 H. Bell Ave.</u> <u>Cornelius PA 15106</u>	T: <u>412-276-2342</u> F: <u>412-276-2325</u>
7. <u>Railroad Constructors</u> <u>Dave Livary</u>	<u>705 Mantua Ave</u> <u>Paulshoro, NJ</u>	T: <u>856-413-9385</u> F: <u>" " - 9386</u>
8. <u>Jim Ryhal</u> <u>Railworks</u>	<u>1550 N. Bailey Rd.</u> <u>N. Jackson, OH 44451</u>	T: <u>(770) 740-0284</u> F: <u>jmore@railworks.com</u>
9. _____	_____	T: _____ F: _____
10. _____	_____	T: _____ F: _____

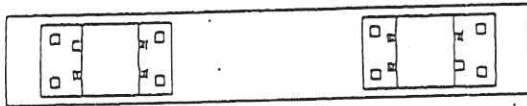
Please print or write legibly. The fax number is essential to contact the attendees in a timely manner.

Attachment A

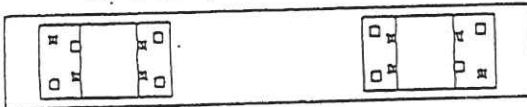
SPIKING PATTERN "A"



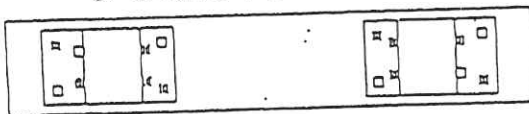
SPIKING PATTERN "B"



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	D
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	D
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	D
CURVES OVER 4 DEGREE	4	C

■ - TRACK SPIKE

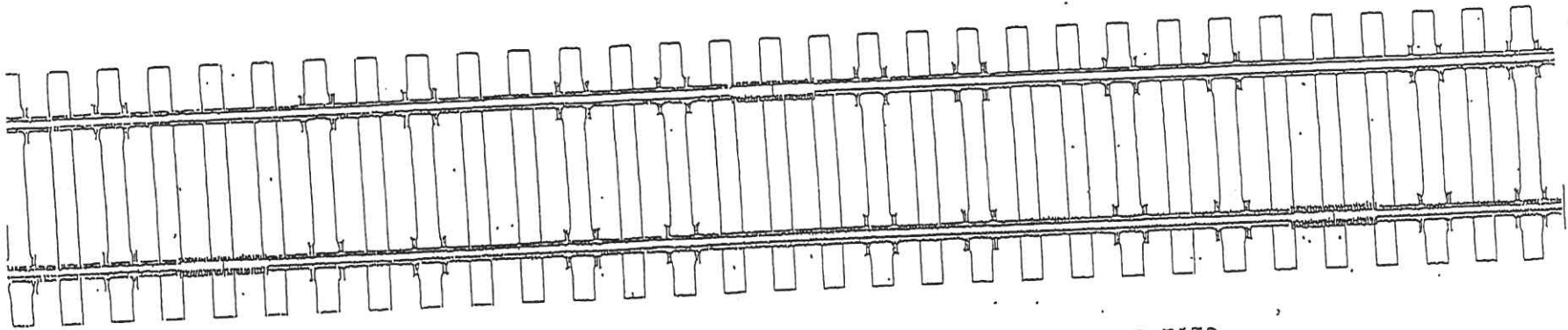
MAIN TRACK - A TRACK, OTHER THAN AN AUXILIARY TRACK, EXTENDING THROUGH YARDS AND BETWEEN STATIONS, UPON WHICH TRAINS ARE OPERATED IN CONFORMANCE WITH RULES OR SPECIAL INSTRUCTIONS.

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

Attachment B



JOINTED RAIL - 16 ANCHORS PER 39 FOOT RAIL, BOX-ANCHOR 8 TIES.

RAIL ANCHOR PATTERNS

In a Samson switch point, the lower corner of the head on the gauge side of the stock rail is machined at an angle to house the point on the stock rail. This machining on the stock rail is referred to as an "undercut." The undercut serves to protect the switch point from direct impact with oncoming wheel flanges and the angled fit resists scissor action between the switch rail and stock rails under traffic. Samson point stock rails are supplied from the manufacturer with an undercut in either end for installation on either side of the track. Figure 2 shows a cross section of a Samson switch point.

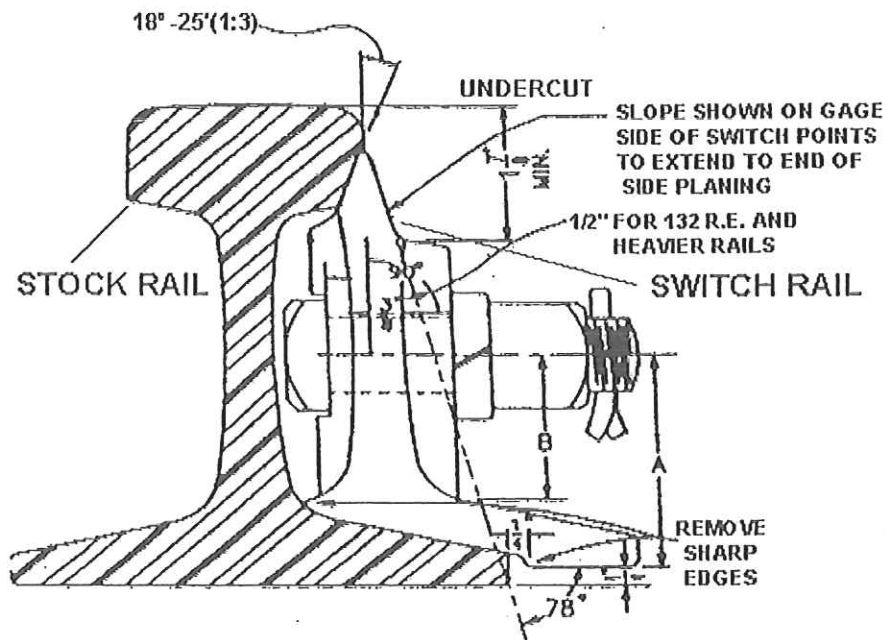


Figure 2 - Cross section of stock rail and switch rail for a Samson switch point (from Plan 221-62, Details for Switch Points, of the American Railway Engineering Association)

BA DIV.

BELINGTON SUBDIV.

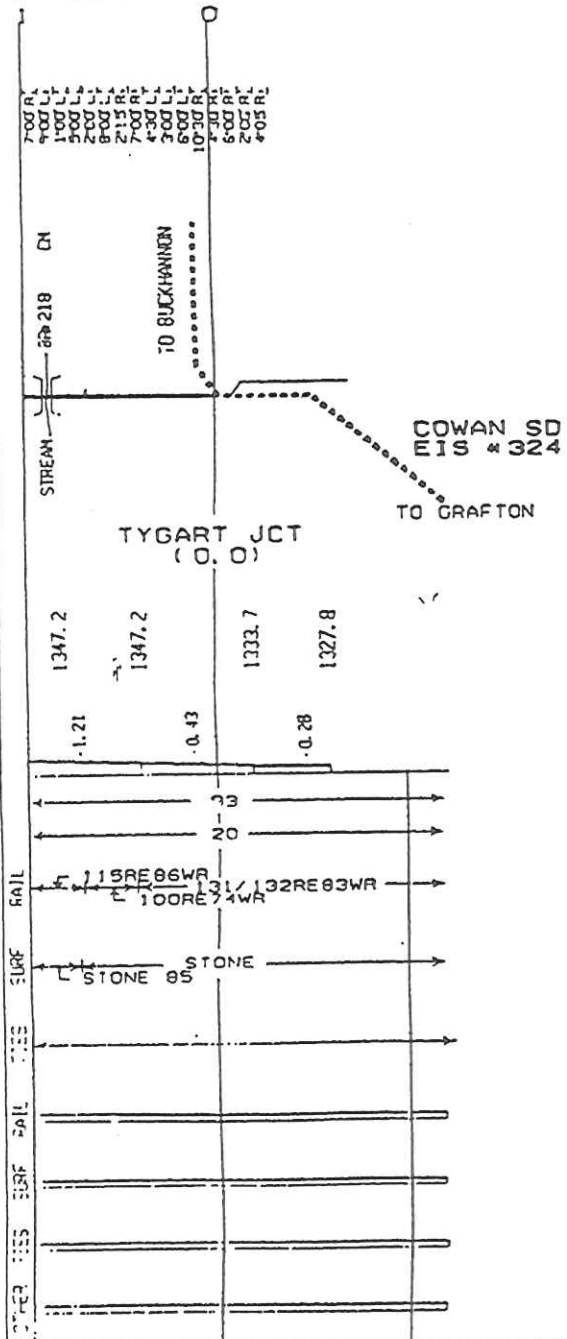
EIS# 328

VAL. SEC. 57.1

LAST REVISED 04-01-87

B&O RR

EAST →



MPH RULE

● CRITICAL CLEARANCES

BA DIV.

BELINGTON SUBDIV.

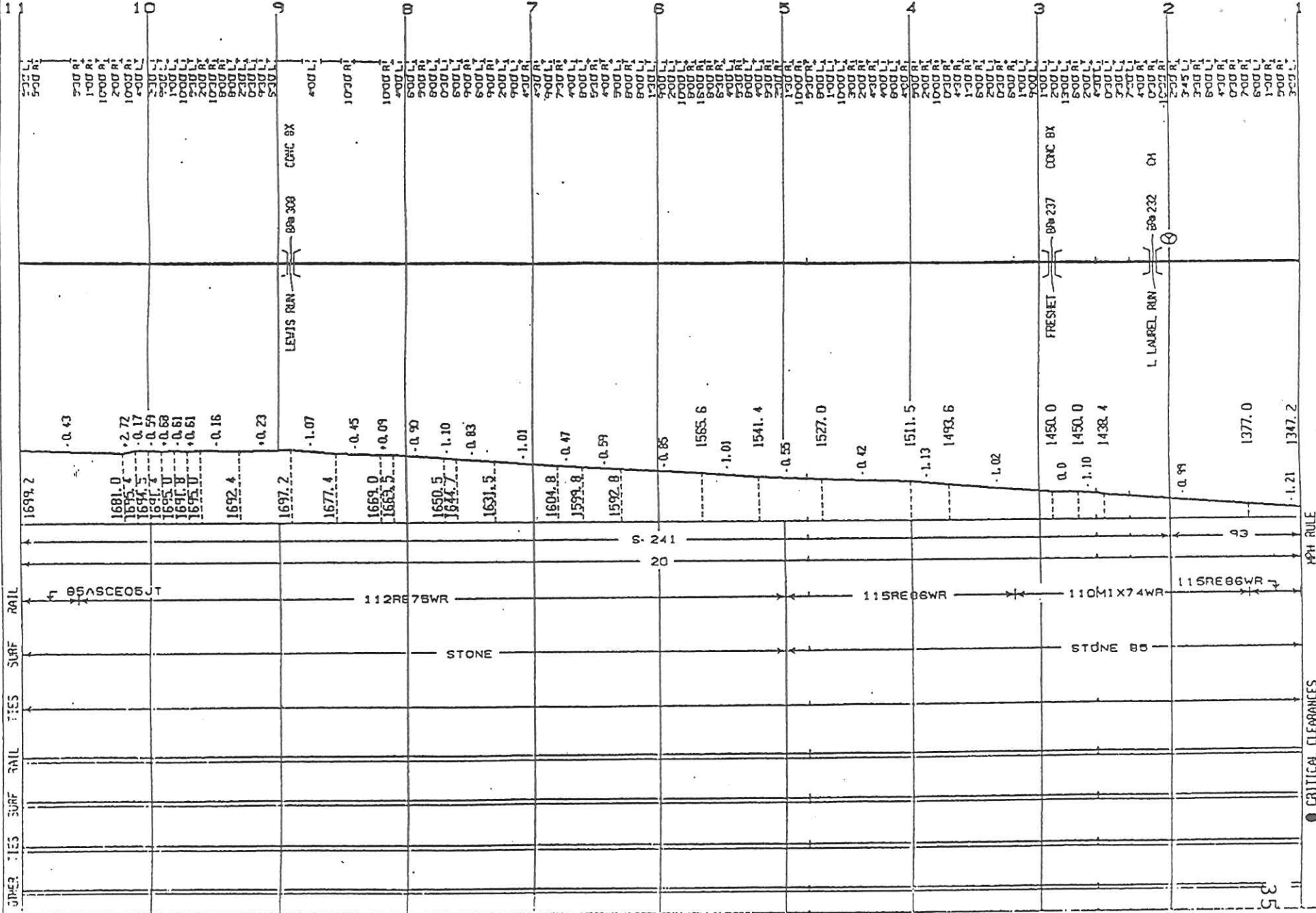
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VAL. SEC. 57.1

LAST REVISED 04-01-87

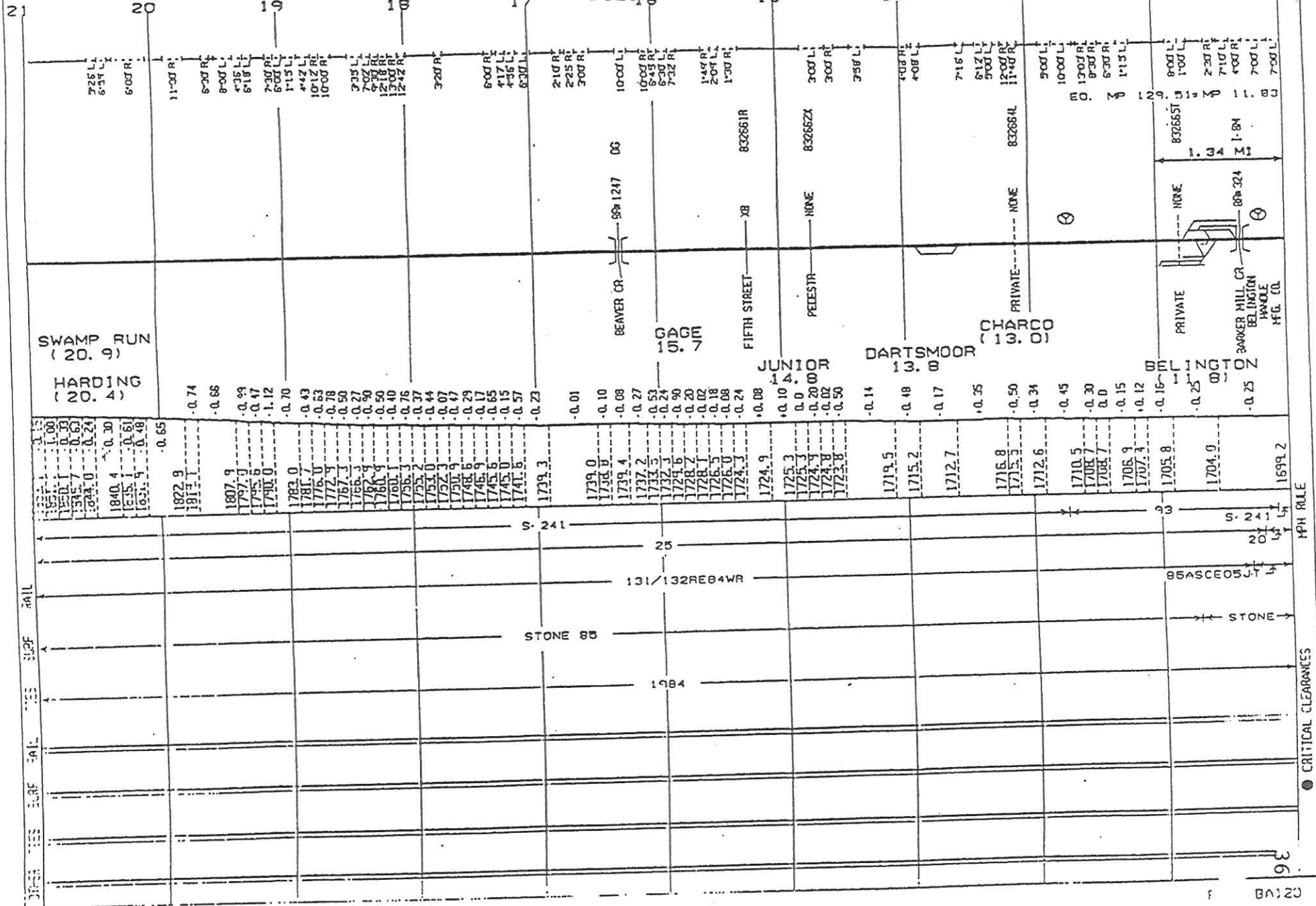
B&O RR

EAST →



MPH RULE

● CRITICAL CLEARANCES



36

ALIGN.

PROFILE

DISTANCE

PROGRAM

OTHER TIES SURF RAIL TIES SURF RAIL

BA DIV.

BELINGTON SUBDIV.

EIS# 621

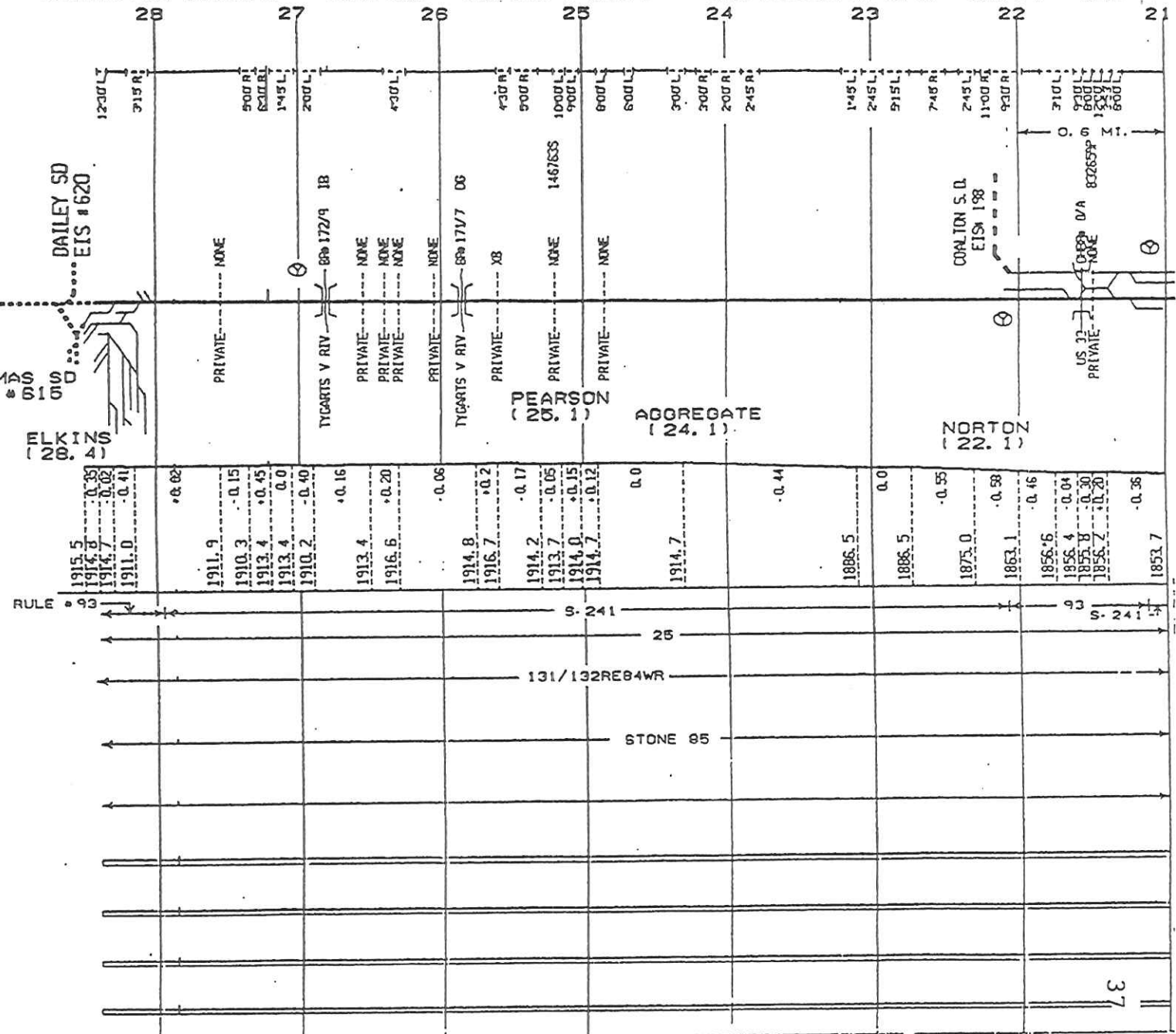
VAL. SEC. 9-8, 65.1

LAST REVISED 04-01-87

8 (1 WM)

EAST

NOTE. TRACK ELEVATIONS
ARE BASE OF RAIL



BA DIV.

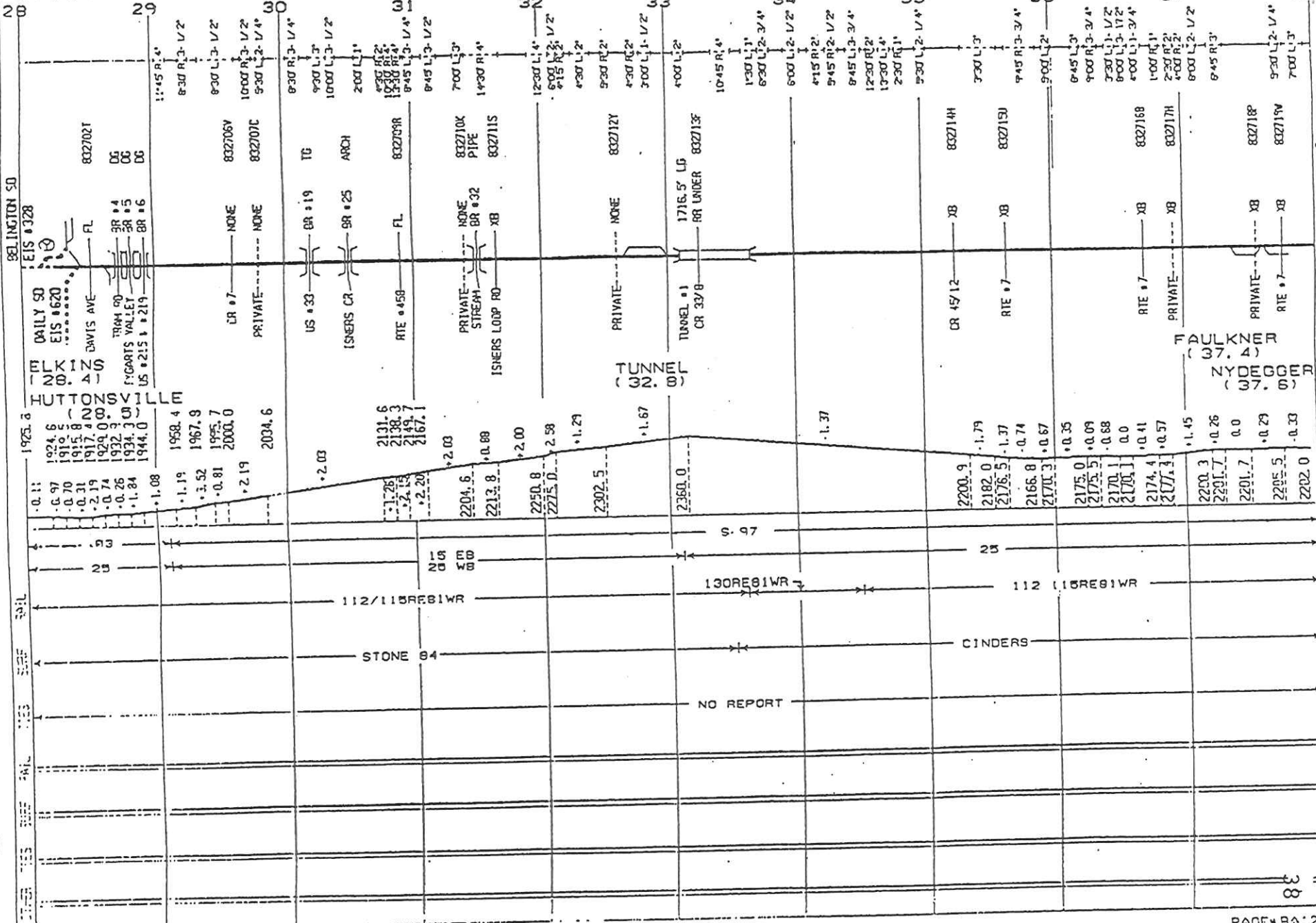
TYGART SUBDIV.

EIS# 619

VAL. SEC. 65, 1, 6-12

LAST REVISED 04-01-87

WEST



CRITICAL CLEARANCES

MPH R/W

VOID

By Addendum RMA Cost Sheet

39

Line Item	Description	Unit Cost	Unit of Measure	Quantity	Extended Cost
	Tie Replacement <i>(including gaging of inserted tie)</i>				
1	Ties - Grade 5		per tie	4,130	\$
	Includes Norton, Coalton, Belington Yard and 2000 additional MP 12-22				
2	Gaging of Respiked Crossties		per tie	826	\$
3	Switch Ties:				
	9 foot		per tie	17	\$
	10 foot		per tie	10	\$
	11 foot		per tie	10	\$
	12 foot		per tie	12	\$
	13 foot		per tie	7	\$
	14 foot		per tie	10	\$
	15 foot		per tie	9	\$
	16 foot		per tie	6	\$
	Additional Surfacing/Ballast Regulation				
4	Additional Surfacing - Spot (Mainly Curves)		per track foot	26,400	\$
	Belington Yard Upgrades				
5	Replace 85# rail with 132# RE		per tf	1010	\$
6	Install one 132 RE #12 turnout & switchties		each	1	\$
7	Install two 132 RE #8 turnout & switchties		each	2	\$
	One complete set of #8 switchties are reusable				
8	Install one 132 RE #10 turnouts & switchties		per	1	\$
9	Track adjustment of mainline (per drawing)		each	1	\$
	This adjustment includes moving circuits for signals and all comps				
	Norton				

VOID

By Addendum

RMA Cost Sheet

Line Item	Description	Unit Cost	Unit of Measure	Quantity	Extended Cost
10	Replace 2563 ft 85# rail with 132#RE on Engine house track		per tf	2563	\$
11	Replace 705 ft of 90# rail with 132#RE on Norton Side Track.		per tf	705	\$
12	Replace 3 bridge ties 8" x 10" x 10 (No daps)		per tie	3	\$
13	115 - 132 Comp Bars		per pr	4	\$
14	Remove derail & WVCR retains parts		each	1	\$
Norton PSD Crossing					
15	Remove crossing, install new IG ties, gage and replace crossing with ballast		Each	1	\$
Culverts					
16	Replacing and Lowering culverts		Each	8	\$
Total Bid:					

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 determine 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 line items. Failure to provide unit prices will result in the disqualification of the vendor's bid.

BID BOND PREPARATION INSTRUCTIONS

AGENCY (A)
 RFQ/RFP# (B)

Bid Bond

- (A) WV State Agency
(Stated on Page 1 "Spending Unit")
Request for Quotation Number (upper right corner of page #1)
- (C) Your Company Name
- (D) City, Location of your Company
- (E) State, Location of your Company
- (F) Surety Corporate Name
- (G) City, Location of Surety
- (H) State, Location of Surety
- (I) State of Surety Incorporation
- (J) City of Surety Incorporation
- (K) Minimum amount of acceptable bid bond is 5% of total bid. You may state "5% of bid" or a specific amount on this line in words.
- (L) Amount of bond in figures
- (M) Brief Description of scope of work
- (N) Day of the month
- (O) Month
- (P) Year
- (Q) Name of Corporation
- (R) Raised Corporate Seal of Principal
- (S) Signature of President or Vice President
- (T) Title of person signing
- (U) Raised Corporate Seal of Surety
- (V) Corporate Name of Surety
- (W) Signature of Attorney in Fact of the Surety

NOTE: Dated, Power of Attorney with Raised Surety Seal must accompany this bid bond.

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, (C) of (D) , (E) , as Principal, and (F) of (G) , (H) , a corporation organized and existing under the laws of the State of (I) with its principal office in the City of (J) , as Surety, are held and firmly bound unto The State of West Virginia, as Obligee, in the penal sum of (K) (\$ (L)) for the payment of which, well and truly to be made, we jointly and severally bind ourselves, our heirs, administrators, executors, successors and assigns.

The Condition of the above obligation is such that whereas the Principal has submitted to the Purchasing Section of the Department of Administration a certain bid or proposal, attached hereto and made a part hereof to enter into a contract in writing for (M)

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 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 time within which the Obligee 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 hereto and these presents to be signed by their proper officers, this (N) day of (O) , 20 (P) .

Principal Corporate Seal

(R)

 (Q)
 (Name of Principal)
 By (S)
 (Must be President or Vice President)
 (T)
 Title

(U)
 Surety Corporate Seal

 (V)
 (Name of Surety)
 (W)
 Attorney-in-Fact

IMPORTANT – Surety executing bonds must be licensed in West Virginia to transact surety insurance. Raised Corporate Seals must be affixed and a Power of Attorney must be attached.



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

NUMBER	PAGE
RMA12032	1
ADDRESS CORRESPONDENCE TO ATTENTION OF	
PAUL REYNOLDS 304-558-0468	

VENDOR

*709023822 301-797-3730
 AMTRAC RAILROAD CONTRACTORS OF
 9436 EARLEY DR
 HAGERSTOWN MD 21740-1737

SHIP TO

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

DATE PRINTED
 07/09/2012

BID OPENING DATE: 07/26/2012 BID OPENING TIME 1:30PM

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
				ADDENDUM NO. 4		
				ISSUED TO CORRECT PAGE 4 OF ADDENDUM NO. 3 PER THE ATTACHED.		
				NO OTHER CHANGES		
01		EA		550-70	\$1,577,508.00	\$1,577,508.00
				SIGNS, RAILROAD CROSSING (ELECTRIC)		
				***** THIS IS THE END OF RFQ RMA12032 ***** TOTAL:		\$1,577,508.00

SIGNATURE 	TELEPHONE 301-797-3730	DATE August 1, 2012
Vice President	FBN 35-1649116	ADDRESS CHANGES TO BE NOTED ABOVE

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

SOLICITATION NUMBER: RMA12032
Addendum Number: 4

The purpose of this addendum is to modify the solicitation identified as RMA12032 ("Solicitation") to reflect the change(s) identified and described below.

Applicable Addendum Category:

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

Description of Modification to Solicitation: See attached

Additional Documentation: Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

Terms and Conditions:

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

ATTACHMENT A

1. Issued to correct Page 4 of Addendum No. 3.
2. Bid Opening Date and Time from: August 8, 2012 @1:30 p.m. to July 26, 2012 @ 1:30 p.m.
3. The addendum acknowledgement is attached. This document should be signed and returned with your bid. Failure to sign and return may result in disqualification.

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO. RMA12032

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received:

(Check the box next to each addendum received)

- | | |
|----------------------------------------------------|------------------------------------------|
| <input checked="" type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6 |
| <input checked="" type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7 |
| <input checked="" type="checkbox"/> Addendum No. 3 | <input type="checkbox"/> Addendum No. 8 |
| <input checked="" type="checkbox"/> Addendum No. 4 | <input type="checkbox"/> Addendum No. 9 |
| <input checked="" type="checkbox"/> Addendum No. 5 | <input type="checkbox"/> Addendum No. 10 |

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

Amtrac Railroad Contractors of Maryland, Inc.


Company
Authorized Signature

August 1, 2012

Date

NOTE: This addendum acknowledgment should be submitted with the bid to expedite document processing.
Revised 6/8/2012



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

Number	PAGE
RMA12032	1
ADDRESS CORRESPONDENCE TO ATTENTION OF	
PAUL REYNOLDS 304-558-0468	

VENDOR

*709023822 301-797-3730
 AMTRAC RAILROAD CONTRACTORS OF
 9436 EARLEY DR
 HAGERSTOWN MD 21740-1737

SHIP TO

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

DATE PRINTED
 07/20/2012

BID OPENING DATE: 08/02/2012 BID OPENING TIME 1:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
				ADDENDUM NO. 5 ANSWER TO TECHNICAL QUESTIONS ATTACHED BID OPENING DATE CHANGED FROM: 07/26/12 @1:30 P.M. TO: 08/02/12 @1:30 P.M. NO OTHER CHANGES		
0001		EA		550-70 SIGNS, RAILROAD CROSSING (ELECTRIC)	\$1,577,508.00	\$1,577,508.00
				***** THIS IS THE END OF RFQ RMA12032 ***** TOTAL:		\$1,577,508.00

SIGNATURE 	TELEPHONE 301-797-3730	DATE August 1, 2012
Vice President	FEIN 35-1649116	ADDRESS CHANGES TO BE NOTED ABOVE

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

SOLICITATION NUMBER: RMA12032
Addendum Number: 5

The purpose of this addendum is to modify the solicitation identified as RMA12032 ("Solicitation") to reflect the change(s) identified and described below.

Applicable Addendum Category:

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

Description of Modification to Solicitation: See attached

Additional Documentation: Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

Terms and Conditions:

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

ATTACHMENT A

1. Bid opening date and time changed from 07/26/2012 @1:30 p.m. to 08/02/2012 @1:30 p.m.
2. The addendum acknowledgement is attached. This document should be signed and returned with your bid. Failure to sign and return may result in disqualification.

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO. RMA12032

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received:

(Check the box next to each addendum received)

- | | |
|----------------------------------------------------|------------------------------------------|
| <input checked="" type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6 |
| <input checked="" type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7 |
| <input checked="" type="checkbox"/> Addendum No. 3 | <input type="checkbox"/> Addendum No. 8 |
| <input checked="" type="checkbox"/> Addendum No. 4 | <input type="checkbox"/> Addendum No. 9 |
| <input checked="" type="checkbox"/> Addendum No. 5 | <input type="checkbox"/> Addendum No. 10 |

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

Amtrac Railroad Contractors of Maryland, Inc.

Company

Authorized Signature

August 1, 2012
Date

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

Addendum #5 – To answer questions received from Contractors:
RMA12032

There is 2,126 Track Feet of new construction in Belington Yard and on the main Line, is that correct? If so what item do we include these costs in?

- *The Belington Yard project is to follow the design plan as provided. All new construction and removed track is clearly marked on the design.
Line item 9 includes all work in the Belington Yard except for the individual turnouts that are listed as separate line items. We are removing line item 5 so all track work associated with the Belington Yard will be included in line item 9. Only the individual turnouts will be priced separately.*

Project RMA 12032 also there is no bid item for the 2303 feet of track for take up.

- *This would be included in line item 9 that includes all work in the Belington Yard per the drawings.*

Belington Yard write-up says one #10 turnout but plan shows two. Which is correct?

- *There will be two #10 turnouts. The updated cost sheet shows the correction. The attached cost sheet will replace the original.*

Can we provide #1 relay, 140# RE rail for this project?

- *No. The contract calls for 132# rail. No substitutions will be allowed.*

Can you please give us a more detailed description of the signal work that needs to be completed?

- *Since the configuration of the mainline is changing, the signal system needs moved to the adjacent track which will be the new mainline. Previous signal configuration distances and timings will remain the same.*

RMA Cost Sheet

Line Item	Description	Unit Cost	Unit of Measure	Quantity	Extended Cost
	Tie Replacement <i>(including gaging of inserted tie)</i>				
1	Ties - Grade 5	\$ 99.00	per tie	4,130	\$408,870.00
	Includes Norton, Coalton, Belington Yard and 2000 additional MP 12-22	*			
		*			
2	Gaging of Respiked Crossties	\$ 27.00	per tie	826	\$ 22,302.00
		*			
3	Switch Ties:	*			
	9 foot	\$ 141.00	per tie	17	\$ 2,397.00
	10 foot	\$ 146.00	per tie	10	\$ 1,460.00
	11 foot	\$ 153.00	per tie	10	\$ 1,530.00
	12 foot	\$ 157.00	per tie	12	\$ 1,884.00
	13 foot	\$ 171.00	per tie	7	\$ 1,197.00
	14 foot	\$ 178.00	per tie	10	\$ 1,780.00
	15 foot	\$ 188.00	per tie	9	\$ 1,692.00
	16 foot	\$ 193.00	per tie	6	\$ 1,158.00
		*			
	Additional Surfacing/Ballast Regulation	*			
		*			
4	Additional Surfacing - Spot (Mainly Curves)	\$ 1.20	per track foot	26,400	\$ 31,680.00
		*			
	Belington Yard Upgrades	*			
		*			
6	Install one 132 RE #12 turnout & switchties	\$57,000.00	each	1	\$ 57,000.00
7	Install two 132 RE #8 turnout & switchties	\$48,000.00	each	2	\$ 96,000.00
	One complete set of #8 switchties are reusable				
8	Install two 132 RE #10 turnouts & switchties	\$52,000.00	per	2	\$ 104,000.00
9	Track adjustment of mainline (per drawing)	\$500,000.00	each	1	\$ 500,000.00
	This adjustment includes moving circuits for signals and all comps				
	Norton				

RMA Cost Sheet

Line Item	Description	Unit Cost	Unit of Measure	Quantity	Extended Cost
10	Replace 2563 ft 85# rail with 132#RE on Engine house track	\$ 96.00	per tf	2563	\$246,048.00
11	Replace 705 ft of 90# rail with 132#RE on Norton Side Track	\$ 96.00	per tf	705	\$ 67,680.00
12	Replace 3 bridge ties 8" x 10" x 10 (No daps)	\$ 560.00	per tie	3	\$ 1,680.00
13	115 - 132 Comp Bars	\$ 750.00	per pr	4	\$ 3,000.00
14	Remove derail & WVCR retains parts	\$ 150.00	each	1	\$ 150.00
	Norton PSD Crossing				
15	Remove crossing, install new IG ties, gage and replace crossing	\$ 2,000.00	Each	1	\$ 2,000.00
	Culverts				
16	Repiacing and Lowering cuiverts	\$ 3,000.00	Each	8	\$ 24,000.00
Total Bid:					\$1,577,508.00

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 determine 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 line items. Failure to provide unit prices will result in the disqualification of the vendor's bid.

BID BOND

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

The Condition of the above obligation is such that whereas the Principal has submitted to the Purchasing Section of the
Department of Administration a certain bid or proposal, attached hereto and made a part hereof, to enter into a contract in writing for
Contract: RMA 12032, Signs, Railroad Crossing (Electric)

NOW THEREFORE,

(a) If said bid shall be rejected, or
(b) If said bid shall be accepted and the Principal shall enter into a contract in accordance with the bid or proposal attached
hereto and shall furnish any other bonds and insurance required by the bid or proposal, and shall in all other respects perform the
agreement created by the acceptance of said bid, then this obligation shall be null and void, otherwise this obligation shall remain in full
force and effect. It is expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event,
exceed the penal amount of this obligation as herein stated.

The Surety, for the value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no
way impaired or affected by any extension of the time within which the Obligee may accept such bid, and said Surety does hereby
waive notice of any such extension.

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
21st day of JUNE, 2012.

Principal Corporate Seal

Amtrac Railroad Contractors of Maryland, Inc.
(Name of Principal)

By Jacqueline L. Manzini
(Must be President or
Vice President)

Jacqueline L. Manzini, President
(Title)

Surety Corporate Seal

Ohio Farmers Insurance Company
(Name of Surety)

S. Annette Mullet
Attorney-in-Fact

S. Annette Mullet, Attorney-in-Fact

**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.**

General
Power
of Attorney

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

CERTIFIED COPY

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

of INDIANAPOLIS and State of IN its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship-

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

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

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

The Attorney-in-Fact. may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

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

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their Senior Executive and their corporate seals to be hereto affixed this 13th day of AUGUST A.D., 2007 .

Corporate
Seals
Affixed



WESTFIELD INSURANCE COMPANY
WESTFIELD NATIONAL INSURANCE COMPANY
OHIO FARMERS INSURANCE COMPANY

Richard L. Kinnaird, Jr.

By:
Richard L. Kinnaird, Jr., Senior Executive

State of Ohio
County of Medina ss.:

On this 13th day of AUGUST A.D., 2007 , before me personally came Richard L. Kinnaird, Jr. to me known, who, being by me duly sworn, did depose and say, that he resides in Medina, Ohio; that he is Senior Executive of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial
Seal
Affixed



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

State of Ohio
County of Medina ss.:

I, Frank A. Carrino, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 21st day of JUNE A.D., 2012



Frank A. Carrino
Frank A. Carrino, Secretary



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

STATE OF Maryland

COUNTY OF Washington, TO-WIT:

I, Robert L. Matthews, after being first duly sworn, depose and state as follows:

- 1. I am an employee of Amtrac Railroad Contractors of Maryland, Inc. and,
(Company Name)
- 2. I do hereby attest that Amtrac Railroad Contractors of Maryland, 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.

Amtrac Railroad Contractors of Maryland, Inc.
(Company Name)

By: 


Title: Robert L. Matthews - Vice President

Date: August 1, 2012

Taken, subscribed and sworn to before me this 1st day of August 2012.

By Commission expires November 22, 2015

(Seal)


(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 exceed 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: Amtrac Railroad Contractors of Maryland, Inc.

Authorized Signature:  Date: August 1, 2012

State of Maryland

County of Washington, to-wit:

Taken, subscribed, and sworn to before me this 1st day of August, 2012.

My Commission expires November 22, 2015.

AFFIX SEAL HERE

NOTARY PUBLIC

