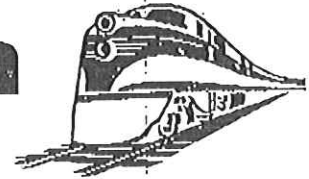


Rj Corman

Railroad Construction



P.O. Box 788 Nicholasville, Kentucky 40356 www.rjcorman.com

August 2, 2012

West Virginia Purchasing Division
2019 Washington Street East
PO Box 50130
Charleston, WV 25305

Re: RMA 12032 – August 2nd 1:30PM

Dear Mr. Reynolds:

Enclosed please find RJ Corman Railroad Construction, LLC's proposal for the above project. This pricing includes items as discussed in the job showing, plans and specifications, and in the issued addendums. The following are included as requested:

- Bid Form
- Addendum Acknowledgement Form
- Bid Bond

We look forward to working with you in the future. If you should have any questions, please contact Dan Jenkins @ (859) 881-2319, Rob Rosencrans @ (859) 881-2411 or Rick Johnson @ (502) 817-1654.

Sincerely,

Rob Rosencrans
Operations Manager – Special Projects
RJ Corman Railroad Construction, LLC

RECEIVED
2012 AUG -2 PM 1:28
WV PURCHASING
DIVISION

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.

RJ Corman Railroad Construction
Company


Authorized Signature

8-2-12
Date

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

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	104.11	per tf	2563	266,033.93
11	Replace 705 ft of 90# rail with 132#RE on Norton Side Track	108.49	per tf	705	76,485.45
12	Replace 3 bridge ties 8" x 10" x 10 (No daps)	284.35	per tie	3	853.05
13	115 - 132 Comp Bars	836.43	per pr	4	3,345.72
14	Remove derail & WVCR retains parts	2,640.51	each	1	2,640.51
	Norton PSD Crossing				
15	Remove crossing, install new IG ties, gage and replace crossing	4,688.79	Each	1	4,688.79
	Culverts				
16	Replacing and Lowering culverts	5,229.70	Each	8	41,837.60
				Total Bid:	1,551,029.25

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.

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	¢119.04	per tie	4,130	491,635.20
	Includes Norton, Coalton, Belington Yard and 2000 additional MP 12-22				
2	Gaging of Respiked Crossties	4.97	per tie	826	4,105.22
3	Switch Ties:				
	9 foot	183.75	per tie	17	3,123.75
	10 foot	190.93	per tie	10	1,909.30
	11 foot	198.25	per tie	10	1,982.50
	12 foot	215.05	per tie	12	2,580.60
	13 foot	238.97	per tie	7	1,672.79
	14 foot	243.48	per tie	10	2,434.80
	15 foot	290.31	per tie	9	2,612.79
	16 foot	299.40	per tie	6	2,694.60
	Additional Surfacing/Ballast Regulation				
4	Additional Surfacing - Spot (Mainly Curves)	2.30	per track foot	26,400	60,720.00
	Belington Yard Upgrades				
6	Install one 132 RE #12 turnout & switchties	46,185.75	each	1	46,185.75
7	Install two 132 RE #8 turnout & switchties	32,479.61	each	2	64,959.22
	One complete set of #8 switchties are reusable				
8	Install two 132 RE #10 turnouts & switchties	40,036.42	per	2	80,072.84
9	Track adjustment of mainline (per drawing)	387,654.84	each	1	387,654.84
	This adjustment includes moving circuits for signals and all comps				
	Norton				

AIA Document A310™ - 2010

Bid Bond

CONTRACTOR:
(Name, legal status and address)
R J Corman Railroad Construction, LLC
P. O. Box 788
Nicholasville, KY 40356

SURETY:
(Name, legal status and principal place of business)
Great American Insurance Company
301 E. 4th Street
Cincinnati, OH 45202

OWNER:
(Name, legal status and address) State of West Virginia, Dept. of Administration, Purchasing
2019 Washington Street East
P O Box 80130
Charleston, WV 25305

BOND AMOUNT: Five Percent of the Amount Bid (\$ 5% of Bid)

PROJECT:
(Name, location or address, and Project number, if any)
RFQ # RMA12032, Bellington, WV

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 2nd day of August 2012

[Signature]
(Witness)

R J Corman Railroad Construction, LLC
(Principal) *[Signature]* *(Seal)*

VP *[Signature]*
(Title)

Great American Insurance Company
(Surety) *[Signature]* *(Seal)*

[Signature]
(Witness)

(Title) James H. Martin
Attorney-in-Fact

Int.

GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by this power of attorney is not more than FIVE

No. 0 18170

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name	Address	Limit of Power
JAMES T. SMITH	JASON D. CROMWELL	ALL
RAYMOND M. HUNDLEY	BROOK T. SMITH	\$75,000,000.
JAMES H. MARTIN	LOUISVILLE, KENTUCKY	

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 20TH day of MAY 2009
Attest GREAT AMERICAN INSURANCE COMPANY



Atty L. C. B.
Assistant Secretary

David C. Kitchen
Divisional Senior Vice President

DAVID C. KITCHIN (877-377-2405)

STATE OF OHIO, COUNTY OF HAMILTON - ss:

On this 20TH day of MAY, 2009, before me personally appeared DAVID C. KITCHIN, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



KAREN L. GROSHEIM
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES 02-20-16

Karen L. Grosheim

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this 2nd day of August, 2012



Atty L. C. B.
Assistant Secretary