



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

Solicitation

NUMBER
RMA13011

PAGE
2

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

VENDOR	*625092603 586-754-4200
	ARMOND CASSIL RAILROAD CONST I 6403 RINKE ST
	WARREN MI 48091

SHIP TO	WV STATE RAIL AUTHORITY (DBA) SOUTH BRANCH VALLEY RAILROAD 120 WATER PLANT DRIVE MOOREFIELD, WV 26836 304-538-2305
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DATE PRINTED
03/01/2013

BID OPENING DATE: 03/26/2013 BID OPENING TIME 1:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001		EA		550-70		
INSTALL CROSS TIES AND SWITCH TIES						
<p>THE WEST VIRGINIA STATE PURCHASING DIVISION FOR THE AGENCY, WEST VIRGINIA STATE RAIL AUTHORITY IS SOLICITING BIDS TO ESTABLISH A CONTRACT FOR THE REPLACEMENT OF CROSSTIES AND SWITCH TIES ON THE SOUTH BRANCH VALLEY RAILROAD (SBVR) PER THE ATTACHED SPECIFICATIONS.</p>						
***** THIS IS THE END OF RFQ RMA13011 ***** TOTAL:						\$303,470.85
03/26/13 09:45:19 AM West Virginia Purchasing Division						

SIGNATURE <i>Don A. Brub</i>	TELEPHONE 586-754-4200	DATE March 25, 2013
TITLE Vice President	FEIN 31-0997823	ADDRESS CHANGES TO BE NOTED ABOVE

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

SBVR Tie Replacement Cost Sheet

Line Item	Description	Unit Cost	Unit of Measure	Quantity	Extended Cost
	Tie Replacement <i>(including gaging of inserted tie)</i>				
1	Crossties	\$ 92.00	per tie	2,500	\$230,000.00
2	Gaging of Respiked Crossties	\$ 16.95	per tie	500	\$ 8,475.00
3	Switch Ties				
	7"X 9"X 9'	\$ 157.95	per tie	23	\$ 3,682.85
	7"X 9"X10'	\$ 165.50	per tie	16	\$ 2,648.00
	7"X 9"X 11'	\$ 172.80	per tie	16	\$ 2,764.80
	7"X 9"X 12'	\$ 191.60	per tie	9	\$ 1,724.40
	7"X 9"X 13'	\$ 199.00	per tie	24	\$ 4,776.00
	7"X 9"X 14'	\$ 206.45	per tie	19	\$ 3,922.55
	7"X 9"X 15'	\$ 213.85	per tie	16	\$ 3,421.60
	7"X 9"X 16'	\$ 221.25	per tie	15	\$ 3,318.75
	7"X 9"X 16' 6"	\$ 228.65	per tie	2	\$ 457.30
4	Final Surfacing and Ballast Regulation	\$10,378.00	per mile	3.2	\$ 33,209.60
5	Bolt Tightening	\$ 1,600.00	per mile	3.2	\$ 5,120.00
				Total Bid:	\$303,470.85

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: RMA13011

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 type="checkbox"/> Addendum No. 3 | <input type="checkbox"/> Addendum No. 8 |
| <input type="checkbox"/> Addendum No. 4 | <input type="checkbox"/> Addendum No. 9 |
| <input 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.

Ammono Cassie Railroad Const. Inc
 Company

D. J. Ruck V.P.
 Authorized Signature

March 25, 2013.
 Date

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

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.

Armond Cassil Railroad Constuction, Inc.

(Company)



(Authorized Signature)

Dennis J. Rieck- Vice President

(Representative Name, Title)

586-754-4200

(Phone Number)

586-754-4408

(Fax Number)

March 25, 2013

(Date)



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

STATE OF Michigan

COUNTY OF Macomb, TO-WIT:

I, Dennis J. Rieck, after being first duly sworn, depose and state as follows:

- 1. I am an employee of Armond Cassil Railroad Construction, Inc.; and,
2. I do hereby attest that Armond Cassil Railroad Construction, Inc.

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.

Armond Cassil Railroad Construction, Inc.
(Company Name)

By: Dennis J. Rieck
Title: Vice President

Date: March 25, 2013

Taken, subscribed and sworn to before me this 25th day of March, 2013.

By Commission expires March 16, 2018

(Seal) ANGELA M. GRECO
NOTARY PUBLIC, STATE OF MI
COUNTY OF MACOMB
MY COMMISSION EXPIRES Mar 16, 2018
ACTING IN COUNTY OF macomb
(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.

RFQ No. RMA13011

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

MANDATE: Under W. Va. Code §5A-3-10a, 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: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

EXCEPTION: The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. 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.

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.

"Employer default" means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

"Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: Armond Cassil Railroad Construction, Inc.

Authorized Signature:  Date: March 25, 2013
Dennis J. Rieck

State of Michigan

County of Macomb, to-wit:

Taken, subscribed, and sworn to before me this 25 day of March, 2013.

My Commission expires March 16, 2018.

AFFIX SEAL HERE

NOTARY PUBLIC



Purchasing Affidavit (Revised 07/01/2012)

ANGELAM. GRECO
NOTARY PUBLIC, STATE OF MI
COUNTY OF MACOMB
MY COMMISSION EXPIRES Mar 16, 2018
ACTING IN COUNTY OF macomb

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Armond Cassil Railroad Construction, Inc.
of Warren, MI, as Principal, and Liberty Mutual Insurance
Company of Boston, MA, a corporation organized and existing under the laws of the State of
MA with its principal office in the City of MA, as Surety, are held and firmly bound unto the State
of West Virginia, as Obligee, in the penal sum of Five Percent of Amount 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
Replacement of crossties and switch ties on the South Branch Valley Railroad

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
26th day of March, 2013.

Principal Corporate Seal

Armond Cassil Railroad Construction, Inc.
(Name of Principal)
By: [Signature]
Dennis J. Rieck (Must be President or Vice President)
Vice President
(Title)

Surety Corporate Seal

Liberty Mutual Insurance Company
(Name of Surety)
By: [Signature]
John C. Stanchina 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.

ACKNOWLEDGEMENTS

Acknowledgement by Principal if Individual or Partnership

- 1. STATE OF _____
- 2. County of _____ to-wit:
- 3. I, _____, a Notary Public in and for the
- 4. county and state aforesaid, do hereby certify that _____ whose name is signed to the foregoing writing, has this day acknowledged the same before me in my said county.
- 5. Given under my hand this _____ day of _____.
- 6. Notary Seal
- 7. _____ (Notary Public)
- 8. My commission expires on the _____ day of _____.

Acknowledgement by Principal if Corporation

- 9. STATE OF Michigan
- 10. County of Macomb to-wit:
- 11. I, Angela M. Greco, a Notary Public in and for the
- 12. county and state aforesaid, do hereby certify that Dennis J. Rieck
- 13. who as, Vice President signed the foregoing writing for
- 14. Armond Cassil Railroad Construction, Inc. a corporation, has this day, in my said county, before me, acknowledged the said writing to be the act and deed of the said corporation.
- 15. Given under my hand this 25th day of March 2013.
- 16. Notary Seal ANGELA M. GRECO
NOTARY PUBLIC, STATE OF MI
COUNTY OF MACOMB
MY COMMISSION EXPIRES Mar 16, 2018
- 17. Angela M. Greco (Notary Public)
- 18. My commission expires on the 16th day of March 2018.

Acknowledgement by Surety

- 19. STATE OF Virginia
- 20. County of City of Richmond to-wit:
- 21. I, Kathleen M Moore, a Notary Public in and for the
- 22. county and state aforesaid, do hereby certify that John C. Stanchina
- 23. who as, Attorney-in-Fact signed the foregoing writing for
- 24. Liberty Mutual Insurance Company a corporation, has this day, in my said county, before me, acknowledged the said writing to be the act and deed of the said corporation.
- 25. Given under my hand this 26th day of March, 2013.
- 26. Notary Seal Kathleen M Moore
Commonwealth of Virginia
Commission No. 7061876
Expires 2/31/14
- 27. Kathleen M Moore (Notary Public)
- 28. My commission expires on the 31st day of August, 2014.

**Sufficiency in Form and Manner
Of Execution Approved**

Attorney General

This _____ day of _____

By _____
(Assistant Attorney General)

American Fire and Casualty Company
The Ohio Casualty Insurance Company
West American Insurance Company

Liberty Mutual Insurance Company
Peerless Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of Ohio, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, that Peerless Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, CLINTON J. DIERS; DEBORAH J. HARBOUR; HUNTER BENDALL; HUNTER F. AVERY; JACQUELINE L. JOINER; JEANNETTE WRIGHT; JEFFREY JOHNSON; JESSICA J. WINFREE; JOANN E. STAHR; JOHN C. STANCHINA; KATHLEEN M. MOORE; PATRICIA L. LEWIS; PAULA FAIVRE; RICHARD L. HALL; THOMAS J. DRUHAN.....

all of the city of RICHMOND, state of VA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 7th day of AUGUST, 2012.



American Fire and Casualty Company
The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
Peerless Insurance Company
West American Insurance Company

By: Gregory W. Davenport
Gregory W. Davenport, Assistant Secretary

STATE OF WASHINGTON ss
COUNTY OF KING

On this 7th day of AUGUST, 2012, before me personally appeared Gregory W. Davenport, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, Peerless Insurance Company and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Seattle, Washington, on the day and year first above written.



By: KD Riley
KD Riley, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, West American Insurance Company and Peerless Insurance Company, which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Gregory W. Davenport, Assistant Secretary to appoint such attorney-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, David M. Carey, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, West American Insurance Company and Peerless Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 26 day of March, 2013.



By: David M. Carey
David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.