



Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
 Charleston, WV 25305-0130

State of West Virginia
 Request for Quotation
 09 -- Construction

Proc Folder: 150434

Doc Description: Addendum No. 3 Construction Contract for South Branch Valley

Proc Type: Central Contract - Fixed Amt

Date Issued	Solicitation Closes	Solicitation No	Version
2016-01-27	2016-02-18 13:30:00	CRFQ 0804 RMA1600000002	4

BID RECEIVING LOCATION

BID CLERK

DEPARTMENT OF ADMINISTRATION

PURCHASING DIVISION

2019 WASHINGTON ST E

CHARLESTON

WV 25305

US

VENDOR

GW Peoples
600 N. Bell Avenue
Suite 210 Bldg. 1
Carnegie, PA 15106

02/16/16 09:39:19
 WV Purchasing Division

FOR INFORMATION CONTACT THE BUYER

Melissa Pettrey
 (304) 558-0094
 melissa.k.pettrey@wv.gov

Signature X

FEIN# 25-1365856

DATE 2/17/16

All offers subject to all terms and conditions contained in this solicitation

ADDITIONAL INFORMATION:

Addendum

Addendum 3, issued to publish and distribute the attached information to the vendor community.

The West Virginia Purchasing Division is soliciting bids on behalf of the State Rail Authority (SRA) to establish a Construction contract for the one time installation and purchase of cross-ties and asphalt surfacing on the South Branch Valley Railroad (SBVR) per the attached bid requirements, specifications and terms and conditions.

INVOICE TO		SHIP TO	
STATE RAIL AUTHORITY 120 WATER PLANT DR		STATE RAIL AUTHORITY (DBA) SOUTH BRANCH VALLEY RAILROAD 120 WATER PLANT DR	
MOOREFIELD	WV26836	MOOREFIELD	WV 26836
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Install Ties on SBVR	5000.00000	EA	137.05	685,250.00

Comm Code	Manufacturer	Specification	Model #
30103612			

Extended Description :

Replace 5000 ties on the SBVR between MP 12-22. This includes tamping the installed ties.

INVOICE TO		SHIP TO	
STATE RAIL AUTHORITY 120 WATER PLANT DR		STATE RAIL AUTHORITY (DBA) SOUTH BRANCH VALLEY RAILROAD 120 WATER PLANT DR	
MOOREFIELD	WV26836	MOOREFIELD	WV 26836
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Gaging of Additional Ties	1000.00000	EA	23.45	23,450.00

Comm Code	Manufacturer	Specification	Model #
72141603			

Extended Description :

Gaging of additional ties - Estimate 20% of ties will need to be gaged

INVOICE TO		SHIP TO	
STATE RAIL AUTHORITY 120 WATER PLANT DR		STATE RAIL AUTHORITY (DBA) SOUTH BRANCH VALLEY RAILROAD 120 WATER PLANT DR	
MOOREFIELD	WV26836	MOOREFIELD	WV 26836
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	Continual Surfacing	13.00000	EA	10,600.00	137,800.00

Comm Code	Manufacturer	Specification	Model #
72141603			

Extended Description :
Continual surfacing of 13 miles of track on SBVR from MP 39-52. Price per mile

INVOICE TO		SHIP TO	
STATE RAIL AUTHORITY 120 WATER PLANT DR		STATE RAIL AUTHORITY (DBA) SOUTH BRANCH VALLEY RAILROAD 120 WATER PLANT DR	
MOOREFIELD	WV26836	MOOREFIELD	WV 26836
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	Spot Surfacing on SBVR	3.00000	EA	19,675.00	59,025.00

Comm Code	Manufacturer	Specification	Model #
72141603			

Extended Description :
Spot tamping on SBVR at Various locations. Total of 3 miles. Per mile unit price.

RMA160000002	Document Phase Draft	Document Description Addendum No. 3 Construction Contract for South Branch Valley	Page 4
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ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

SOLICITATION NUMBER: RMA160000002
Addendum Number: 3

The purpose of this addendum is to modify the solicitation identified as RMA160000002 ("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:

1. To publish the responses to submitted vendor technical questions.
2. To move the bid opening from 02/04/2016 to 02/18/2016 @ 1:30 PM.

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

SEE ATTACHED DOCUMENTATION:

CRFQ RMA16*2
Crossties and resurfacing SVBR
Vendor Technical Questions

1. **Q.** In regards to bid item #1, "Replace 5,000 crossties between MP 12-22 (This includes tamping of this area)" Is tamping to include regulating and brooming, complete surfacing or just tamping the ties tight?
 - A. *During installation, ties will be installed firmly against the rail without humping. As long they are firm no tamping will be required during change out. Tamping will then be completed as production tamping once the change out is complete. Production tamping includes regulating and brooming.*

2. **Q.** What is the train speed in the work area?
 - A. *Train speed is between 15 – 20 mph through the work area*

3. **Q.** Please confirm we are providing additional spikes per plate in curves?
 - A. *Vendor is responsible for all spikes*

4. **Q.** Could you please tell us where we can get the prevailing wage rates for the project? Please include specific instructions for the website.
 - A. *This item is addressed in the CRFQ item 20 – page 16 (General Terms & Conditions) –*

5. **Q.** It is not clear how to submit our bid using wvOASIS. Could you please provide instructions?
 - A. *Vendors can still mail their bids to: Department of Administration, Purchasing Division, 2019 Washington Street East, Charleston, WV 25305-0130. For questions specific to OASIS vendors should call the wvOASIS help desk at 304-558-6708*

6. **Q.** Should we include sales tax in our quote?
 - A. *This item is addressed in the CRFQ item 15 page 16. (General Terms & Conditions)*

7. **Q.** Are all steel products to be domestic?
 - A. *Yes – CRFQ Item 42 page 21 (General Terms & Conditions)*

8. Q. Could you please identify the locations for spot tamping? Please include lengths at each location.

A. *Conditions may change prior to the start of the contract so spot tamping locations may vary. The SBVR will work with the contractor to hit spot tamping locations as they are transporting between production tamping locations so the equipment will continue in the same direction and not jump back and forth over numerous miles of track.*

9. Q. Are there any turnouts being surfaced? If so, how many, what size and where are the locations?

A. *Yes there are five (5) turnouts between MP 12 – 22.
MP 14.2 - #10, MP 14.8- #10, MP 14.9 -#10, MP 16.8 - #8 & MP 16.9 - #8*

*There are 15 turnouts between MP 39 – 52 (one less than listed in original CRFQ)
MP 39.2 - #10, MP 41.0 - #8, MP 41.2 - #10, MP 41.7 - #10, MP 46.2 - #8, MP 46.4 - #8,
MP 51.1 - #10, MP 51.1 - #10, MP 51.3 - #10, MP 51.4 - #6, MP 51.4 - #8, MP 51.5 -
#10, MP 51.7 - #10, MP 51.75 - #8 & MP 51.9 - #8*

10. Q. Could you please explain in detail what the track time will be? Could you include, train schedule Monday through Thursday and Friday through Sunday, Spring, Summer and Fall with MP locations and times?

A. *Freight trains normally run once per day Monday – Thursday. Because of the location of the project this should result in an average of no more than 1 hour a day disruption. The excursion train will start May 21 and runs on Saturdays with a 1:00 pm departure running from Romney to Moorefield (MP 14.5 – 32.0) and back. Exception is the last Saturday of every month with a 10:00 am departure running from Romney to Petersburg (MP 14.5 – 51.2) and back. Excursion train has 1:00 pm departure running from Romney to Moorefield (MP 14.5 – 32.0) and back on the following Sundays: June 5, June 26, August 28, September 18 and September 25. Excursion trains run every day in October do not plan on any work during this month.*

11. Q. Please confirm the Railroad will provide a flagman at no cost to contractor.

A. *Yes – SBVR Employee will provide protection and be with the contractor or the track will be taken out of service. The SBVR will assure vendor has proper protection at no cost to the vendor.*

12. Q. Please explain what the contractor is responsible for in regards to the signals?

A. *The contractor will be responsible to coordinate the tamping schedule with the SBVR shop so the shop can mark the signal wires in the field ahead of the tamping. In the event*

the contractor damages a crossing wire, they are responsible for immediate repair. If they are unable to perform the required repairs, the SBVR shop will repair and the contractor will reimburse the SBVR for material and labor costs.

13. Q. Please confirm the owner will be responsible for furnishing and installing ballast needed for the project.
- A. *SBVR will provide and install the ballast*
14. Q. Please confirm owner will mark ties to be changed.
- A. *SBVR will mark all the ties to be changed*
15. Q. During the last contract which I just completed in August -2015 Section 3.1.5 "Tamping" was deleted due to the fact the area where the ties are being changed will be tamped with a production tamper once the change out is complete. (Q) will this section be deleted, or will the contractor need to mobilize 2 additional operators and 2 additional pieces of equipment to meet the requirements?
- A. *See answer to question #1*
16. Q. Section 3.1.6.1 states that private crossings will be tamped through. (Q) Who is to remove the crossing materials and reinstall.
- A. *SBVR will remove crossing materials and reinstall crossings*
- Q. If it is the contractor's responsibility please supply a list containing all the crossings and what type of materials need removed and reinstalled.
- A. *N/A per question above*
17. Q. Section 3.1.6.5 states "Vendor will place any additional ballast where it may be needed after surfacing. Section 3.2.3 states SBVRR will provide additional ballast as needed. (Q) Who is supplying and placing the ballast? (last contract it was SBVRR)
- A. *See answer to question #13*
18. Q. Section 3.3.1 gives the SBVRR Schedule. (Q) Is there a schedule for the Potomac Eagle Excursion trains?
- A. *See answer to question #10*
19. Q. There is no mention of any minority (MBE/DBE/WBE) goal anywhere within the bid documents. Can you please confirm there is no minority goal on this project?
- A. *CRFQ item 16 page 9 (Instructions to vendors)*

20. **Q.** As discussed at the pre-bid, can you please confirm that the South Branch Valley Railroad will furnish and install the ballast on this project?
- A.** *See answer to question #13*
21. **Q.** As discussed at the pre-bid, can you please confirm that the South Branch Valley Railroad will provide a flagman for the duration of this contract at no charge to the contractor.
- A.** *See answer to question #11*
22. **Q.** Please explain the available track time and anticipated track interruptions.
- A.** *See answer to question #10*
23. **Q.** For the tie gauging item, is there a preference between tie plug compound or wooden tie plugs?
- A.** *Either type is acceptable*
23. **Q.** Since there was no site visit during the pre-bid meeting, can a description of the general tie integrity be provided to the contractors?
- A.** *The general tie integrity will be poor.*
24. **Q.** As discussed at the pre-bid, can you please confirm that the South Branch Valley Railroad will remove and replace private crossings that the contractor surfaces through.
- A.** *See answer to question #16*

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: RMA160000002

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:

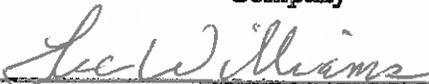
(Check the box next to each addendum received)

- | | |
|--|--|
| <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 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.

G.W. PEOPLES CONTRACTING CO., INC.

Company



Lee Williams, Authorized Signature Regional Manager

2/17/16

Date

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



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

STATE OF WEST VIRGINIA,

COUNTY OF Allegheny, TO-WIT:

I, Lee Williams, after being first duly sworn, depose and state as follows:

1. I am an employee of G.W. Peoples Contracting Co., Inc.; and,
(Company Name)
2. I do hereby attest that G.W. Peoples Contracting Co., Inc.
(Company Name)

maintains a written plan for a drug-free workplace policy and that such plan and policy are in compliance with **West Virginia Code §21-1D**.

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

Printed Name: Lee Williams

Signature: *Lee Williams*

Title: Regional Manager

Company Name: G.W. Peoples Contracting Co., Inc.

Date: 2/17/16

Taken, subscribed and sworn to before me this 17th day of February, 2016.

By Commission expires June 4, 2017

(Seal) COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Geri L. Acton, Notary Public
Stockdale Boro, Washington County
My Commission Expires June 4, 2017

Geri L. Acton
(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.

Exhibit "A"
Price Sheet

Replace Crossties and Surface on the SBVR					
Line	Description	Unit of	Unit	Quantity	Extended
Item	Replace Crossties and Surfacing on SBVR	Measure	Cost	Needed	Cost
1	Replace 5,000 crossties between MP 12 - 22 (This includes tamping of this area)	Each	137.05	5,000	685,250.00
2	Gaging of additional Ties	Each	23.45	1,000	23,450.00
3	Continual Surfacing between MP 39-52	Per Mile	10,600.00	13	137,800.00
4	Spot tamping at various locations	Per Mile	19,675.00	3	59,025.00
Total Bid				Amount:	905,525.00

**ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.:**

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 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 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.

G.W. Peoples Contracting Co., Inc.
Company

Lee Williams
Authorized Signature Lee Williams, Regional Manager

2/17/16
Date

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

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: G.W. Peoples Contracting Co., Inc.

Authorized Signature: *Lee Williams* Date: 2/17/16
Lee Williams, Regional Manager

State of Pennsylvania

County of Allegheny, to-wit:

Taken, subscribed, and sworn to before me this 17th day of February, 2016

My Commission expires June 4, 2017, 20 .

AFFIX SEAL HERE
COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Gerr L. Acton, Notary Public
Stockdale Boro, Washington County
My Commission Expires June 4, 2017
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

NOTARY PUBLIC *Gerr L. Acton*
Purchasing Affidavit (Revised 09/01/2015)

CERTIFICATION AND SIGNATURE PAGE

By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

G.W. Peoples Contracting Co., Inc.

(Company)

Lee Williams Lee Williams, Regional Manager
(Authorized Signature) (Representative Name, Title)

Phone: 412-276-2342 / Fax: 412-276-2325 / Date: 2/17/16

(Phone Number) (Fax Number) (Date)

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: G.W. Peoples Contracting Co., Inc.

Contractor's License No. WV 160531

The apparent successful Vendor must furnish a copy of its contractor's license prior to the issuance of a Award Document.

2. DRUG-FREE WORKPLACE AFFIDAVIT: 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. Pursuant to W. Va. Code 21-1D-2(b) and (k), this provision does not apply to public improvement contracts the value of which is \$100,000 or less or temporary or emergency repairs.

2.1. DRUG-FREE WORKPLACE POLICY: Pursuant to W. Va. Code § 21-1D-4, Vendor and its subcontractors must implement and maintain a written drug-free workplace policy that complies with said article. The awarding public authority shall cancel this contract if: (1) Vendor fails to implement and maintain a written drug-free workplace policy described in the preceding paragraph, (2) Vendor fails to provide information regarding implementation of its drug-free workplace policy at the request of the public authority; or (3) Vendor provides to the public authority false information regarding the contractor's drug-free workplace policy.

Pursuant to W. Va. Code 21-1D-2(b) and (k), this provision does not apply to public improvement contracts the value of which is \$100,000 or less or temporary or emergency repairs.

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, G.W. Peoples Contracting Co., Inc.
of Carnegie PA, as Principal, and Berkley Insurance Company
of Greenwich CT, a corporation organized and existing under the laws of the State of
DE with its principal office in the City of Greenwich, CT, 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
Tie Replacement for 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
4th day of February, 2016

Principal Corporate Seal

G.W. Peoples Contracting Co., Inc.

(Name of Principal)

By: 

Renee Y. Banks (Must be President or
Vice President)

President

(Title)

Surety Corporate Seal

Berkley Insurance Company

(Name of Surety)

By: 

Robert A. Chlada

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.**

POWER OF ATTORNEY
BERKLEY INSURANCE COMPANY
WILMINGTON, DELAWARE

NOTICE: The warning found elsewhere in this Power of Attorney affects the validity thereof. Please review carefully.

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint: *Joseph Pierson; Robert Chlada; Cynthia Charvat; Jeffrey Rees; Steven Dzurik, Jr.; John J. Markotic or Diane S. Loughry of Construction Risk Solutions, LLC of Hunt Valley, MD* its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed **Fifty Million and 00/100 U.S. Dollars (U.S.\$50,000,000.00)**, to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on January 25, 2010:

RESOLVED, that, with respect to the Surety business written by Berkley Surety Group, the Chairman of the Board, Chief Executive Officer, President or any Vice President of the Company, in conjunction with the Secretary or any Assistant Secretary are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and said officers may remove any such attorney-in-fact and revoke any power of attorney previously granted; and further

RESOLVED, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

RESOLVED, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

RESOLVED, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 28th day of August, 2014.

Attest:

(Seal)

By [Signature]
Ira S. Lederman
Senior Vice President & Secretary

Berkley Insurance Company

By [Signature]
Jeffrey M. Hafter
Senior Vice President

WARNING: THIS POWER INVALID IF NOT PRINTED ON BLUE "BERKLEY" SECURITY PAPER.

STATE OF CONNECTICUT)

) ss:

COUNTY OF FAIRFIELD)

Sworn to before me, a Notary Public in the State of Connecticut, this 28th day of August, 2014, by Ira S. Lederman and Jeffrey M. Hafter who are sworn to me to be the Senior Vice President and Secretary, and the Senior Vice President, respectively, of Berkley Insurance Company.

MARIA C. RUNDBAKEN
NOTARY PUBLIC
MY COMMISSION EXPIRES
APRIL 30, 2019

[Signature]
Notary Public, State of Connecticut

CERTIFICATE

I, the undersigned, Assistant Secretary of BERKLEY INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.

Given under my hand and seal of the Company, this 4th day of February, 2016.

(Seal)

[Signature]
Andrew M. Tuma

WARNING -- Any unauthorized reproduction or alteration of this document is prohibited. This power of attorney is void unless seals are readable and the certification seal at the bottom is embossed. The background imprint, warning and confirmation (on reverse) must be in blue ink.

Instructions for Inquiries and Notices Under the Bond Attached to This Power

Berkley Surety Group is the affiliated underwriting manager for the surety business of: Acadia Insurance Company, Berkley Insurance Company, Berkley Regional Insurance Company, Carolina Casualty Insurance Company, Union Standard Insurance Company, Continental Western Insurance Company, and Union Insurance Company.

To verify the authenticity of the bond, please call (866) 768-3534 or email BSGInquiry@berkleysurety.com

Any written notices, inquiries, claims or demands to the surety on the bond to which this Rider is attached should be directed to:

**Berkley Surety Group
412 Mount Kemble Avenue
Suite 310N
Morristown, NJ 07960
Attention: Surety Claims Department**

Or

email BSGClaim@berkleysurety.com

Please include with all notices the bond number and the name of the principal on the bond. Where a claim is being asserted, please set forth generally the basis of the claim. In the case of a payment or performance bond, please identify the project to which the bond pertains.