

**AMENDMENT NO. 1 TO RailWorks Track Systems, Inc. Contract
SAP Contract No. 4600008492**

THIS AMENDMENT is made and entered into effective as of the 24th day of February, 2015 ("Effective Date"), by and between the **CITY OF TACOMA**, Department of Tacoma Public Works, Tacoma Rail Mountain Division (hereinafter called the "CITY") and **RailWorks Track Systems, Inc.** (hereinafter called the "CONTRACTOR").

WITNESSETH

WHEREAS the CITY and the CONTRACTOR entered into a Contract for on-call railroad track maintenance (herein "Contract") on or about December 7, 2012; and

WHEREAS the CITY and the CONTRACTOR desire to amend the Contract in order to extend the time for performance until December 31, 2016 and correspondingly increase the compensation under the Contract by \$150,000 for a new total amount of \$520,712.

NOW, THEREFORE, in consideration of the mutual promises and obligations hereinafter set forth, the parties agree as follows:

1. The sum authorized for services under the Agreement is hereby increased by \$150,000.00 from \$370,712.00 to \$520,712.00.
2. The termination date of the contract is hereby extended from February 28, 2015, to December 31, 2016.
3. All other terms of the Contract, together with all exhibits, are hereby ratified and shall remain in full force and effect, unaltered by this Amendment.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment effective as of the Effective Date first written above.

CITY OF TACOMA

RailWorks Track Systems, Inc.

T.C. Broadnax, City Manager

Authorized Representative of RailWorks Track Systems, Inc.

Approved:

Print Name: _____

Title: _____

Kurtis Kingsolver, Public Works Director/City Engineer

Tax ID.: _____

Approved:

Andrew Cherullo, Finance Director

Approved as to Form:

William Fosbre, Deputy City Attorney

Approved:

Debbie Dahlstrom, Risk Manager

Attest:

Doris Sorum, City Clerk



CITY OF TACOMA
PURCHASING OFFICE
PO BOX 11007
TACOMA, WA 98411-0007
253-502-8468

THIS IS NOT AN ORDER

Page 1 of 2

All correspondence must reference this:

**CONSTRUCTION/PUBLIC
WORK CONTRACT**
RECEIVED
JAN 08 2013
4600008492

TACOMA RAIL
DEPT. OF PUB. UTIL.

Vendor Name/Address
123421 RAILWORKS TRACK SYSTEMS INC 274 US HIGHWAY 12 CHEHALIS WA 98532-8404
Billing Address
Accounts Payable Po Box 1717 Tacoma WA 98401-1717
Ship To:
Tacoma Rail 2601 SR 509 N Frontage Rd Tacoma WA 98421

Information	
Date	12/07/2012
Contract Term	12/07/2012 - 02/28/2015
Contact	Charles E Blankenship
Phone	253 502-8163
FAX	253 502-8372
E-mail	charles.blankenship@ci.tacoma.wa.us
Pmt Terms	N30
Shipping Terms	FOB Destination, Frt Allowed Project Location
Spec. Number	TR12-0244F
Target Value	\$370,712.00 USD

Item #	Material Description	Target Quantity	UM	Net Price	Net Amount
	Contstruction contract with Railworks Track Systems, Inc., for Tacoma Rail Mountain Division On-Call Track and Bridge Maintenance. Contract amount of \$370,712.00, plus tax. Specification No. TR12-0244F City Council Resolution # 38577 dated December 4, 2012. Labor provided under this contract/purchase order is subject to state prevailing wage requirements. Vendor is required to provide and keep current a certificate of insurance per City of Tacoma requirements. A performance bond, including power of attorney, for 100 percent of the services to be performed is required. Bond N. 105838772 PW Department Contact: Chris Storey 253-591-5340				

CONTRACT

Resolution No. 38577
Contract No. 4600008492

THIS AGREEMENT made and entered into in triplicate by and between the City of Tacoma, a Municipal Corporation hereinafter called the "City", and
Railworks Track Systems, Inc. herein after called the "Contractor."

WITNESSETH:

That in consideration of the terms and conditions contained herein and attached and made a part of this Agreement, the Parties hereto covenant and agree as follows:

- I. The Contractor shall do all work and furnish all tools, materials, and equipment in accordance with and as described herein and in the attached plans, drawings, and the below referenced Specifications of the City of Tacoma included in the solicitation of Bids for this Agreement, which are by this reference incorporated herein and made a part hereof, and shall perform any alteration in or additions to the work provided under this Agreement and every part thereof.

Specification No. TR12-0244F

Project: TRMW On-Call Track and Bridge Maintenance

Contract Total: \$ 370,712.00, plus applicable sales tax

The Contractor shall provide and bear the expense of all equipment, work and labor of any sort whatsoever that may be required for the transfer of materials and for constructing and completing the work provided for in this Agreement and every part thereof, except such as are mentioned in the Specifications to be furnished by the City of Tacoma.

- II. The Contractor acknowledges, and by signing this Agreement agrees, that the Indemnification provisions set forth in the Specifications, including the Industrial Insurance immunity waiver (if applicable), are totally and fully part of this Agreement and, within the context of the competitive bidding laws, have been mutually negotiated by the Parties hereto.
- III. The Contractor, for him/herself, and for his/her heirs, executors, administrators, successors, and assigns, does hereby agree to the full performance of all the covenants herein contained upon the part of the Contractor.
- IV. It is further provided that no liability shall attach to the City by reason of entering into this Agreement, except as expressly provided herein.
- V. The Contractor agrees to accept as full payment hereunder the amounts specified in the Submittal, and the City agrees to make payments at the times and in the manner and upon the terms and conditions specified in said Submittal and in the attached plans, drawings, and Specifications.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed, with an effective date for bonding purposes of 7 day of December, 2012

CITY OF TACOMA:

By: [Signature]
City Manager

By: [Signature] 12/29/12
Director of Finance

APPROVED AS TO FORM:

By: [Signature]
City Attorney

PRINCIPAL: Railworks Track Systems, Inc.

By: [Signature]
Signature

David Landreth
Printed Name

Vice President
Title



PERFORMANCE BOND TO THE CITY OF TACOMA

Resolution No. 38577
Bond No. 105838772

KNOW ALL MEN BY THESE PRESENTS:

That we, the undersigned, Railworks Track Systems, Inc.
as principal, and Travelers Casualty and Surety Company of America
a corporation organized and existing under the laws of the State of CT
as a surety corporation, and qualified under the laws of the State of Washington to become surety upon bonds of
contractors with municipal corporations, as surety, are jointly and severally held and firmly bound to the CITY OF
TACOMA in the penal sum of \$ 370,712.00 plus applicable sales tax, for the payment of
which sum on demand we bind ourselves and our successors, heirs, administrators or personal representatives,
as the case may be.

This obligation is entered into in pursuance of the statutes of the State of Washington, the Ordinances of the
City of Tacoma.

Dated at Tacoma, Washington, this 7 day of December, 2012.

Nevertheless, the conditions of the above obligation are such that:

WHEREAS, under and pursuant to the City Charter and general ordinances of the City of Tacoma, the said
City has or is about to enter with the above bounden principal, a certain contract, providing for

Specification No.: TR12-0244F

TRMW On-Call Track and Bridge Maintenance

Contract No: 4600008492

(which contract is referred to herein and is made a part hereof as though attached hereto), and

WHEREAS, the said principal has accepted, or is about to accept, the said contract, and undertake to perform
the work therein provided for in the manner and within the time set forth;

NOW, THEREFORE, if the said Railworks Track Systems, Inc.
shall faithfully perform all of the provisions of said contract in the manner and within the time therein set forth, or
within such extensions of time as may be granted under said contract, and shall pay all laborers, mechanics,
subcontractors and materialmen; the claims of any person or persons arising under the contract to the extent such
claims are provided for in RCW 39.08.010; the state with respect to taxes imposed pursuant to Titles 50, 51, and
82 RCW which may be due; and all persons who shall supply said principal or subcontractors with provisions and
supplies for the carrying on of said work, and shall indemnify and hold the City of Tacoma harmless from any
damage or expense by reason of failure of performance as specified in said contract or from defects appearing or
developing in the material or workmanship provided or performed under said contract after its acceptance thereof
by the City of Tacoma and all claims filed in compliance with Chapter 39.08, RCW are resolved, then and in that
event this obligation shall be void, but otherwise it shall be and remain in full force and effect. Signed, sealed and dated
December 18, 2012.

Approved:

Principal: Railworks Track Systems, Inc.

City Manager / Director of Utilities/CEO

By:

David J. Smith U.P.

Surety: Travelers Casualty and Surety Company of America
One Tower Square, Hartford, CT 06183

Finance Director

Approved as to form:

By:

Colette R. Chisholm, Attorney-In-Fact

Agent's Name: Alliant Insurance Services, Inc.

City Attorney

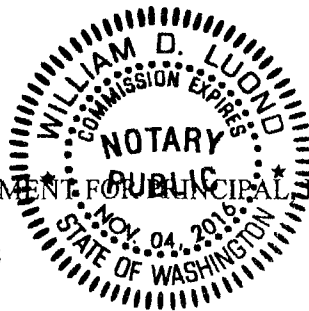
Address: 1001 Franklin Ave., Suite 208, Garden City, NY 11530



ACKNOWLEDGEMENT OF PRINCIPAL – IF A CORPORATION

STATE OF WA } SS
COUNTY OF Lewis }

On this 20th day of December, 2012 before me personally appeared David Landreth to be known, who, being by me duly sworn, did depose and say; that he/she resides at Toledo, WA, that he/she is the Vice President of Rail Works Track, Inc. the corporation described in and which executed the within insurance instrument; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by the Board of Directors of said corporation; and that he/she signed his/her name thereto by like order.



William D. Luond
Centralia WA

ACKNOWLEDGEMENT FOR PRINCIPAL IF LIMITED LIABILITY COMPANY

STATE OF _____ } SS
COUNTY OF _____ }

On this _____ day of _____, before me personally appeared _____ to me known and known to me to be the _____ of _____, a Limited Liability Company, described in and who executed the foregoing insurance instrument and acknowledged to me that he/she executed the foregoing insurance instrument and acknowledged to me that he/she executed the same as and for the act and deed of said Limited Liability Company.

ACKNOWLEDGMENT OF SURETY COMPANY

STATE OF New York } SS
COUNTY OF Nassau }

On this December 18, 2012, before me personally came Colette R. Chisholm to me known, who, being by me duly sworn, did depose and say; that he/she resides in New York County, State of New York at he/she is the Attorney-In-Fact of the Travelers Casualty and Surety Company of America the corporation described in which executed the above instrument; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; and that he/she signed his/her name thereto by like order; and the affiant did further depose and say that the Superintendent of Insurance of the State of New York, has, pursuant to Section 1111 of the Insurance Law of the State of New York, issued to Travelers Casualty and Surety Company of America (Surety) his/her certificate of qualification evidencing the qualification of said Company and its sufficiency under any law of the State of New York as surety and guarantor, and the propriety of accepting and approving it as such; and that such certificate has not been revoked.

Kristy Caporale
Notary Public

NY acknowledgment

KRISTY CAPORALE
Notary Public, State Of New York
Suffolk County
Lic. #01CA6246097
Term Expires August 8, 2015



POWER OF ATTORNEY

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

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

Attorney-In Fact No. 225023

Certificate No. 005206940

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

Thomas Bean, Rita Sagistano, Gerard S. Macholz, Susan Lupski, Robert T. Pearson, Camille Maitland, George O. Brewster, Colette R. Chisholm, Virginia M. Lovett, and Vincent A. Walsh

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

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 25th day of September, 2012.

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

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



State of Connecticut
City of Hartford ss.

By:

Robert L. Raney, Senior Vice President

On this the 25th day of September, 2012, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2016.



Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

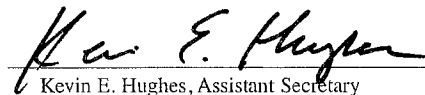
FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which 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 _____ day of DEC 18 2012, 20 ____.


Kevin E. Hughes, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is


FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which 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 _____ day of DEC 18 2012, 20 ____.


Kevin E. Hughes, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

HARTFORD, CONNECTICUT 06183

FINANCIAL STATEMENT AS OF DECEMBER 31, 2011

CAPITAL STOCK \$ 6,480,000

ASSETS		LIABILITIES & SURPLUS	
CASH AND INVESTED CASH	\$ 103,657,622	UNEARNED PREMIUMS	\$ 813,328,906
BONDS	3,526,992,354	LOSSES	937,681,730
INVESTMENT INCOME DUE AND ACCRUED	49,234,241	REINSURANCE PAYABLE ON PAID LOSSES & LOSS ADJ. EXPENSES	2,604,752
OTHER INVESTED ASSETS	249,171,607	LOSS ADJUSTMENT EXPENSES	525,055,953
PREMIUM BALANCES	239,276,662	COMMISSIONS	30,858,691
NET DEFERRED TAX ASSET	67,832,057	TAXES, LICENSES AND FEES	60,276,105
REINSURANCE RECOVERABLE	10,983,463	OTHER EXPENSES	29,866,613
SECURITIES LENDING REINVESTED COLLATERAL ASSETS	7,344,088	FUNDS HELD UNDER REINSURANCE TREATIES	95,031,416
UNDISTRIBUTED PAYMENTS	2,593,967	CURRENT FEDERAL AND FOREIGN INCOME TAXES	49,086,527
OTHER ASSETS	361,289	REMITTANCES AND ITEMS NOT ALLOCATED	18,641,351
		AMOUNTS WITHHELD / RETAINED BY COMPANY FOR OTHERS	31,860,277
		RETROACTIVE REINSURANCE RESERVE ASSUMED	3,152,706
		POLICYHOLDER DIVIDENDS	8,117,549
		PROVISION FOR REINSURANCE	6,397,371
		PAYABLE TO PARENT, SUBSIDIARIES AND AFFILIATES	53,766,609
		PAYABLE FOR SECURITIES	1,249,903
		PAYABLE FOR SECURITIES LENDING	7,344,088
		CEDED REINSURANCE NET PREMIUMS PAYABLE	(71,042,044)
		ESCHEAT LIABILITY	591,943
		OTHER ACCRUED EXPENSES AND LIABILITIES	501,836
		TOTAL LIABILITIES	\$ 2,604,372,282
		CAPITAL STOCK	\$ 6,480,000
		PAID IN SURPLUS	433,803,760
		OTHER SURPLUS	1,211,791,508
		TOTAL SURPLUS TO POLICYHOLDERS	\$ 1,652,075,268
TOTAL ASSETS	\$ 4,256,447,550	TOTAL LIABILITIES & SURPLUS	\$ 4,256,447,550

STATE OF CONNECTICUT)
COUNTY OF HARTFORD) SS.
CITY OF HARTFORD)

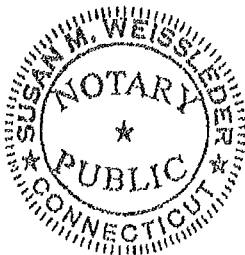
MICHAEL J. DOODY, BEING DULY SWORN, SAYS THAT HE IS SECOND VICE PRESIDENT, OF TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, AND THAT TO THE BEST OF HIS KNOWLEDGE AND BELIEF, THE FOREGOING IS A TRUE AND CORRECT STATEMENT OF THE FINANCIAL CONDITION OF SAID COMPANY AS OF THE 31ST DAY OF DECEMBER, 2011.

Michael J. Doody
SECOND VICE PRESIDENT

SUBSCRIBED AND SWORN TO BEFORE ME THIS
13TH DAY OF APRIL, 2012

Susan M. Weissleder
NOTARY PUBLIC

SUSAN M. WEISSLEDER
Notary Public
My Commission Expires November 30, 2012





CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
12/18/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Aon Risk Services Northeast, Inc.
Jericho NY Broadway Office
390 North Broadway
Jericho NY 11753 USA

CONTACT

NAME:

PHONE

(A/C. No. Ext):

FAX

(A/C. No.):

E-MAIL

ADDRESS:

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURED
Railworks Track Systems, Inc.
274 US Hwy 12
Chehalis WA 98532 USA

INSURER A: Arch Insurance Company

11150

INSURER B: National Union Fire Ins Co of Pittsburgh

19445

INSURER C:

INSURER D:

INSURER E:

INSURER F:

COVERAGES

CERTIFICATE NUMBER: 570048445813

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			11PKG8870205	04/01/2012	04/01/2013	EACH OCCURRENCE \$2,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$5,000
	<input checked="" type="checkbox"/> 50' RR Exc. Del.						PERSONAL & ADV INJURY \$2,000,000
	<input checked="" type="checkbox"/> Contractual Liability/XCU						GENERAL AGGREGATE \$4,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG \$4,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC						
A	AUTOMOBILE LIABILITY			11PKG8870205	04/01/2012	04/01/2013	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident)
	<input checked="" type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (Per accident)
	<input type="checkbox"/> SCHEDULED AUTOS						
	<input checked="" type="checkbox"/> NON-OWNED AUTOS						
B	<input checked="" type="checkbox"/> UMBRELLA LIAB			BE19700172	04/01/2012	04/01/2013	EACH OCCURRENCE \$10,000,000
	<input type="checkbox"/> EXCESS LIAB			SIR applies per policy terms & conditions			AGGREGATE \$10,000,000
	<input type="checkbox"/> CLAIMS-MADE						
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10,000						
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			11WCI8870105	04/01/2012	04/01/2013	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE-EA EMPLOYEE \$1,000,000
							E.L. DISEASE-POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

RE: 2013 & 2014 Maintenance.

City of Tacoma is included as an Additional Insured with respect to General Liability regarding any and all work performed with the City as required by written contract. General Liability evidenced herein is Primary and Non-Contributory to other insurance available to the City of Tacoma but only to the extent required by written contract with the Insured.

** Workers Compensation Not Applicable in Monopolistic States - OH, ND, WA, WY.

CERTIFICATE HOLDER

CANCELLATION

City of Tacoma
Attn: Chuck Blankenship
3628 S. 35th St.
Tacoma, WA 98409 USA

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Aon Risk Services Northeast, Inc.

Holder Identifier :

Certificate No : 570048445813



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - AUTOMATIC STATUS WHEN REQUIRED BY AN
AGREEMENT WITH YOU - COMPLETED OPERATIONS - PRIMARY AND NON-
CONTRIBUTORY ENDORSEMENT**

This endorsement modifies insurance provided under the following:

Section II – Who is an "Insured" is amended to include as an insured any person or organization for whom you are performing operations when you are specifically required by a written contract or agreement with such person or organization to include them as an additional insured on your policy and provide coverage for such additional insured only for liability arising out of:

- i) "your work" at the location designated; or
- ii) The "products completed operations hazard."

Coverage afforded to these additional insured parties will be primary to, and non-contributory with, any other insurance available to that person or organization.

All other terms and conditions of this Policy remain unchanged.

Issued By: ARCH INSURANCE COMPANY

Endorsement Number:

Policy Number: 11PKG8870205

Named Insured: RAILWORKS CORPORATION

Endorsement Effective Date: 4/1/2012



President

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**NOTICE OF CANCELLATION – CERTIFICATE HOLDERS
(SPECIFIED DAYS)**

The person(s) or organization(s) listed or described in the Schedule below have requested that they receive written notice of cancellation when this policy is cancelled by us. We will mail or deliver to the Person(s) or Organization(s) listed or described in the Schedule a copy of the written notice of cancellation that we sent to you. If possible, such copies of the notice will be mailed at least 30 days, except for cancellation for non-payment of premium which will be mailed 10 days, prior to the effective date of the cancellation, to the address or addresses of certificate holders as provided by your broker or agent.

Schedule

Person(s) or Organization(s) including mailing address:

All certificate holders where written notice of the cancellation of this policy is required by written contract, permit or agreement with the Named Insured and whose names and addresses will be provided by the broker or agent listed in the Declarations Page of this policy for the purposes of complying with such request.

This notification of cancellation of the policy is intended as a courtesy only. Our failure to provide such notification to the person(s) or organization(s) shown in the Schedule will not extend any policy cancellation date nor impact or negate any cancellation of the policy. This endorsement does not entitle the person(s) or organization(s) listed or described in the Schedule above to any benefit, rights or protection under this policy.

Any provision of this endorsement that is in conflict with a statute or rule is hereby amended to conform to that statute or rule.

All other terms and conditions of this policy remain unchanged.

Endorsement Number:

Policy Number: 11PKG8870205

Named Insured: RAILWORKS CORPORATION

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date: 4/1/2012



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
03/27/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Services Northeast, Inc. Jericho NY Broadway Office 390 North Broadway Jericho NY 11753 USA	CONTACT NAME:		
	PHONE (A/C. No. Ext):	FAX (A/C. No.):	
	E-MAIL ADDRESS:		
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED Railworks Track Systems, Inc. 274 US Hwy 12 Chehalis WA 98532 USA	INSURER A:	Arch Insurance Company	11150
	INSURER B:	Arch Indemnity Insurance Company	30830
	INSURER C:	National Union Fire Ins Co of Pittsburgh	19445
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES

CERTIFICATE NUMBER: 570053245050

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> 50' RR Exc. Del. <input checked="" type="checkbox"/> Contractual Liability/XCU GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			11PKG8898707	04/01/2014	04/01/2015	EACH OCCURRENCE \$3,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$3,000,000 GENERAL AGGREGATE \$6,000,000 PRODUCTS - COMP/OP AGG \$6,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			11PKG8898707	04/01/2014	04/01/2015	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10,000			BE044158535	04/01/2014	04/01/2015	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	11WCI8898607 AOS 14WCI8919900 NY	04/01/2014 04/01/2014	04/01/2015 04/01/2015	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000
B							

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: 2013 & 2014 Maintenance.

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CERTIFICATE HOLDER**CANCELLATION**

City of Tacoma Attn: Chuck Blankenship 3628 S. 35th St. Tacoma, WA 98409 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Aon Risk Services Northeast, Inc.</i>

Holder Identifier :

Certificate No : 570053245050