



Invitation to Bid 22-Wells-Turnouts & Crossovers-003
Domestically Produced Panelized Turnouts and
Crossovers
March 16, 2022

SUPPLIER NAME:_____

DESCRIPTION OF MATERIAL REQUESTED:

- **New, Domestically Produced Panelized No. 20 Right Hand Turnout and Panelized No. 20 Crossovers** conforming to the attached Pan Am Railways specifications.

DELIVERY REQUIREMENTS:

- All materials shall be delivered by truck, rail car, or a combination of both at the supplier's option to the project sites in North Berwick and Wells, Maine. The supplier shall be responsible for the unloading of the panelized turnout and crossovers at the project site. Once the panelized turnout and crossovers have been unloaded, Pan Am Railways will move them into place at no cost to the supplier.
- The No. 20 Turnout shall be delivered to the Route 4/Elm Street Grade Crossing in North Berwick, Maine. The two No. 20 Crossovers shall be delivered to the Willie Hill Road Grade Crossing in Wells, Maine.
- All delivery and unloading costs shall be included in the bid price.
- The supplier shall coordinate the delivery schedule and unloading details with NNEPRA and Pan Am Railways. Included in the coordination of unloading details shall be the maximum size of any individual panelized piece to ensure that Pan Am Railways is able to handle and move the panelized pieces after the supplier has unloaded them at the project area.
- Please provide a proposed delivery date on the Bid Form. The panelized turnouts and crossover shall be ready for delivery by April 29, 2023. NNEPRA intends to take delivery between April 23, 2023 and June 1, 2023. The final delivery date will be determined in coordination with NNEPRA and Pan Am Railways.

BID OPENING TIME AND LOCATION:

- Sealed bids for the above product must be received at the following location by **2:00 p.m. local time, April 6, 2022:**
William Gayle, Grant and Policy Administrator
Northern New England Passenger Rail Authority
75 West Commercial Street, Suite #104,
Portland, Maine 04101
- Bids received after this time will not be accepted.
- Sealed bids will be publicly opened and read aloud at approximately 2:30pm on April 6, 2022. *Please note that suppliers will not be permitted to attend the bid opening in person due to COVID-19 restrictions.* NNEPRA will make reasonable efforts to provide a live stream or virtual meeting invitation for the bid opening. This information will be provided to suppliers the morning of the bid opening.

NORTHERN NEW ENGLAND PASSENGER RAIL AUTHORITY INVITATION TO BID
ITB 22-Wells-Turnouts & Crossovers-003

- Each bid shall contain all pages of the **Bid Form** and **signed Federal Clauses (3 total)** in a single sealed envelope. The envelope shall be clearly marked “**Bid for Panelized Turnouts and Crossovers, Bid # 22-Wells-Turnouts & Crossovers-003**”.
- Bids for this procurement may be submitted via email to william@nnepra.com, rather than in a sealed envelope, at the supplier’s option.

BID QUESTIONS:

- All questions must be received no later than March 23, 2022 at 5:00 p.m. local time to be considered.
- NNEPRA will issue a final addendum, if necessary, by March 25, 2022 answering questions received prior to the deadline.
- All questions regarding this bid must be made in writing by **email only** and directed to:
William Gayle, Grant and Policy Administrator
Northern New England Passenger Rail Authority
75 West Commercial Street, Suite #104
Portland, Maine 04101
william@nnepra.com
Phone calls will not be accepted.

ADDITIONAL INFORMATION:

- Portions of this project are being funded by Federal Funding Sources.
- Compliance with attached Federal Clauses is required.
- NNEPRA encourages their contractors and suppliers to investigate the full extent of services offered by financial institutions owned and controlled by socially and economically disadvantaged individuals in the community and to make reasonable efforts to use these institutions. Contact NNEPRA for further information or assistance.
- All bids shall be valid for 60 days after the bid opening.
- NNEPRA intends to provide notice of award as soon as possible after the bid opening to the lowest bidder that is responsive to the requirements and is a responsible supplier.
- NNEPRA has a dispute and protest policy. Contact NNEPRA for more information.
- NNEPRA reserves the right to reject any or all Bids, to waive any technical or legal deficiencies and to accept any Bid that it may deem to be in the best interest of the Authority.

POST BID REQUIREMENTS:

The successful Bidder must begin execution of this contract within ten (10) calendar days following the Notice of Award.

PAYMENT PROVISIONS:

- Payment will be made within 30 days after approval of invoices.

BID FORM

SUPPLIER NAME: _____

PRODUCT IDENTIFICATION: **New, Domestically Produced Panelized No. 20 Right Hand Turnout and Panelized No. 20 Crossovers** conforming to the attached Pan Am Railways specifications and the requirements of this Invitation to Bid.

THIS BID IS SUBMITTED TO:

Mr. William Gayle
Grant and Policy Administrator
Northern New England Passenger Rail Authority
75 W Commercial Street, Suite #104
Portland, Maine 04101
william@nnepra.com

By submitting this Bid the undersigned Bidder:

1. Proposes and agrees, if the Bid is accepted, to enter into an Agreement with Northern New England Passenger Rail Authority to supply the Materials in accordance with the specifications and other Bid Documents, for the prices and in accordance with the delivery schedule as detailed in the Bid Form.
 2. Accepts all of the terms and conditions included in the Invitation to Bid and agrees that this Bid will remain open for sixty days after the day of Bid opening.
 3. Agrees that:
 - a. Bidder has examined copies of all the Bid Documents and any addenda, receipt of all of which is hereby acknowledged.
 - b. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation, and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any person, firm or corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for themselves any advantage over any other Bidder or over Northern New England Passenger Rail Authority.
 4. Acknowledges that this Invitation to Bid does not constitute an order or contract.
 5. Acknowledges that Northern New England Passenger Rail Authority is exempt from all taxes. The undersigned hereby certifies that no taxes are included in the prices bid.
- Bidders shall state if exemption certificate is required: Yes _____ No _____.

NORTHERN NEW ENGLAND PASSENGER RAIL AUTHORITY INVITATION TO BID
ITB 22-Wells-Turnouts & Crossovers-003

BID FORM

This Bid is submitted for the following product:

New, Domestically Produced Panelized No. 20 Right Hand Turnout and Panelized No. 20 Crossovers conforming to the attached Pan Am Railways specifications and the requirements of this Invitation to Bid.

<u>Item</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total Price</u>
Panelized No. 20 Right Hand Turnout	1 Each	/EA	
Panelized No. 20 Right Hand Crossover	1 Each	/EA	
Panelized No. 20 Left Hand Crossover	1 Each	/EA	
Total Bid Price:			
Proposed Approx. Delivery Date:			

Communications concerning this Bid shall be addressed to:

Bidder Company Name: _____

Bidder's Representative: _____

Bidder's Address: _____

Bidder's Telephone No: _____

Bidder's E-mail Address: _____

Bidder's Fax Number: _____

(Please note that the information below is used for internal purposes only and will not be disclosed.)

Age of your company: _____ Gross Annual Receipts: _____

Employees: _____ DUNS #: _____

NORTHERN NEW ENGLAND PASSENGER RAIL AUTHORITY INVITATION TO BID
ITB 22-Wells-Turnouts & Crossovers-003

In submitting this bid, it is understood and agreed by Supplier that THE AUTHORITY reserves the right to reject any and all bids, or part of any bid, and it is agreed that the bid may not be withdrawn for a period of [60] days subsequent to the receipt of bids, without the written consent of the Authority.

SUPPLIER AUTHORIZED SIGNATURE: _____

Printed Name & Title: _____

SUBMITTED ON: _____, 2022



PAN AM RAILWAYS

1700 IRON HORSE PARK
NO. BILLERICA, MA 01862

Specifications for: Panelized No. 20 Turnout and Panelized No. 20 Crossovers

General

1. All materials shall be new, domestically produced and meet the project's Buy America requirements. The supplier shall provide certification that all materials, including turnout frogs, are domestically produced at the time of delivery.
2. All materials shall conform to this specification and the attached Pan Am Railways specifications/drawings for switch timbers, bonded insulated joint plug rails, joint bars, track nuts, track bolts, spring washers, tie plates, and screw spikes. For any materials not covered in these specifications, the materials shall meet the applicable American Railway Engineering and Maintenance-of-Way Association (AREMA) specifications.
3. The supplier shall supply all materials required for the turnout/crossovers including, but not limited to, switch points, stock rails, turnout frogs, closure rails, crossover and straight rails for the crossover, heel blocks, head blocks, adjustable braces, gauge and brace plates, frog plates, guard rails, switch rods, bonded insulated joint plug rails, tie plates, screw spikes, and switch timbers. The supplier is not responsible for supplying switch machines, switch machine layouts, or rail heaters.
4. Complete fabrication drawings, including a complete bill of materials, for all components of the turnout/crossovers shall be submitted to Pan Am Railways for approval prior to any fabrication. Fabrication drawings shall be submitted digitally in PDF format.
5. The supplier is responsible to ensure that all parts of the turnout fit together properly. The supplier shall panelize the switch panels and pre-plate the remainder of the turnout/crossovers to ensure proper fit-up. Once the supplier has ensured that all proper fit-up has been achieved, the supplier shall disassemble the turnout/crossovers with the exception of the switch panels which shall be left intact. All switch timbers shall remain plated. All timbers shall be marked with their size and one of the stock rails at each location shall be marked with lines indicating the spacing of the switch timbers.
6. The supplier shall notify Pan Am Railways a minimum of two (2) weeks before the turnout and crossovers will be shop assembled. Pan Am Railways may inspect the



PAN AM RAILWAYS

1700 IRON HORSE PARK
NO. BILLERICA, MA 01862

assembled turnout and crossovers at the fabricator's facility prior to disassembly for shipping. The supplier will not be responsible for Pan Am Railways' shop inspection costs.

7. All castings shall have radiographic testing performed in accordance with AREMA specifications and the latest revision of AREMA plan 1012. Records of the radiographic testing shall be submitted to Pan Am Railways.

No. 20 Turnout Layout and Design

1. The No. 20 turnout shall be a right hand turnout.
2. The turnouts shall be insulated and power operated using elastic fasteners and plates for wood tie screw spikes.
3. The layout of the turnout and switch timbers shall be in accordance with the latest revision of AREMA plan 910 and 920. The switch shall conform to the latest revision of AREMA Plan 127. The turnout shall be for 14'-0" track centers.
4. All rails shall be head hardened in accordance with the latest AREMA standards.
5. Stock rails shall be pre-bent and of the length indicated on AREMA plan 910 and 920. Heel blocks shall be floating type with the matching stock rails.
6. Closure rails shall be of the length indicated on AREMA plan 910 and 920. The ends of the closure rails shall be drilled in accordance with the standard for AREMA 115RE rail to accommodate 6-hole joint bars, except for the diameter of the hole, with the outer hole un-drilled. Holes shall be drilled to accommodate 1-1/8" track bolts. All closure rails shall be provided.
7. Adjustable braces shall conform to the latest revision of AREMA plan 224 and shall be designed to accept electric switch heater rods between the brace and the web of the rail.
8. Lag holes for the no. 1 adjustable brace plates shall be round, with a diameter of 1".



PAN AM RAILWAYS

1700 IRON HORSE PARK
NO. BILLERICA, MA 01862

9. All switch/turnout plates shall be AREMA Pandrol-type plates.
10. Gauge plates shall conform to the latest revision of AREMA plan 224 with insulation and adjustable braces at plate locations no. 0G, 1G and 1AG. Holes shall be round with a diameter of 1" except for the emergency spike holes and the line spike holes.
11. No. 20 rail bound manganese frog shall conform to the latest revisions of AREMA plans 625 and 1012. Minimum surface Brinell hardness number shall be 352 per the latest revision of AREMA plan 100/M2.7. The manganese inserts in the frogs shall be 3-shot explosion hardened. Wing rails shall be head hardened. Ends shall be drilled in accordance with the standard for AREMA 115RE rail to accommodate 6-hole joint bars, except for the diameter of the hole. Holes shall be drilled to accommodate 1-1/8" track bolts.
12. Frog plates shall be AREMA Pandrol-type plates.
13. Guard rails shall be A&K Railroad Materials, Inc. (A&K) U69 guardrails or an approved equal.

No. 20 Crossover Layout and Design

1. The No. 20 crossovers shall include one right hand and one left hand crossover.
2. The crossover shall be insulated and power operated using elastic fasteners and plates for wood tie screw spikes.
3. The layout of the turnouts shall conform to the latest revision of AREMA Plans 910 and 920. The switch shall conform to the latest revision of AREMA Plan 127. The crossover shall be for 14'-0" track centers.
4. All rails shall be head hardened in accordance with the latest AREMA standards.
5. Straight and curved closure rails, straight track rails and crossover track rails shall be of the lengths indicated on the latest revision of AREMA Plans 910 and 920. The ends of the rails shall be drilled in accordance with the standard for AREMA 115RE rail to



PAN AM RAILWAYS

1700 IRON HORSE PARK
NO. BILLERICA, MA 01862

accommodate 6-hole joint bars, except for the diameter of the hole, with the outer hole un-drilled. Holes shall be drilled to accommodate 1-1/8" track bolts. All straight and curved closure rails, straight track rails and crossover track rails shall be provided.

6. Switch timbers shall be provided in accordance with the latest revision of AREMA Plan 912, adjusted for 14'-0" track centers.
7. Adjustable braces shall conform to the latest revision of AREMA plan 224 and shall be designed to accept electric switch heater rods between the brace and the web of the rail.
8. Lag holes for the no. 1 adjustable brace plates shall be round, with a diameter of 1".
9. All switch/turnout plates shall be AREMA Pandrol-type plates.
10. Gauge plates shall conform to the latest revision of AREMA plan 224 with insulation and adjustable braces at plate locations no. 0G, 1G and 1AG. Holes shall be round with a diameter of 1" except for the emergency spike holes and the line spike holes.
11. No. 20 rail bound manganese frog shall conform to the latest revisions of AREMA plans 625 and 1012. Minimum surface Brinell hardness number shall be 352 per the latest revision of AREMA plan 100/M2.7. The manganese inserts in the frogs shall be 3-shot explosion hardened. Wing rails shall be head hardened. Ends shall be drilled in accordance with the standard for AREMA 115RE rail to accommodate 6-hole joint bars, except for the diameter of the hole. Holes shall be drilled to accommodate 1-1/8" track bolts.
12. Frog plates shall be AREMA Pandrol-type plates.
13. Guard rails shall be A&K U69 guardrails or an approved equal.



PAN AM RAILWAYS

1700 IRON HORSE PARK
NO. BILLERICA, MA 01862

Specifications for: Hardwood Cross Ties

1. SPECIES ACCEPTABLE:

Group A - Red or white oak, locust, walnut

Group B - Beech, birch, cherry, hickory, hard maple, soft maple

2. DESIGN:

All cross ties shall conform to this specification and the specifications for hardwood cross ties in the current edition of the American Railway Engineering and Maintenance-of-Way Association (AREMA) Manual for Railway Engineering.

<u>Grade</u>	<u>Size</u>	<u>Designation</u>
#5	7" x 9" x 8'-6" (minimum 9" top in rail bearing area)	"A" Ties
#4	7" x 8" x 8'-6" (minimum 8" top in rail bearing area)	"B" Ties

A 60/40 mix of oak and mixed hardwoods is acceptable.

An 80/20 mix of Grade #5 (80%) and Grade #4 (20%) is acceptable.

Definition of Tie Structure

Rail Bearing Area (RBA) - that section of the tie between 20" and 40" from the middle. With respect to defects and measurements it includes top, bottom and sides of the tie.

Top Face - the 9" cross section for Grade 5 ("A" ties) and the 8" cross section for Grade 3 ("B" ties).

Width - the measure of the top face within the rail bearing area.

Measurement Items

Straightness - acceptable when a straight line along the top from the middle of one end to the middle of the other end is everywhere more than 2" from the nearest edge of tie.

When a straight line along a side from the middle of one end to the middle of the other end is everywhere more than 2" from the top and the bottom of the ties.

Length - acceptable from 1" under to 2" over.



PAN AM RAILWAYS

1700 IRON HORSE PARK
NO. BILLERICA, MA 01862

Thickness and width - apply to sections of the tie at the RBA. Determination of width will be made at the top face of the tie. Excess of more than 1" in thickness or width may result in rejection.

Wane- a maximum wane of 1" in the RBA of Grade 5"A" Ties is acceptable. No wane in the RBA of Grade 4"B" Ties is permitted.

3. MANUFACTURE:

All ties shall be well manufactured, cut square at the end, be sawn four sides, have top and bottom parallel and have inner and outer bark completely removed.

Ties shall be branded with the permanent identification for ownership and year graded, and treating plant. Branding is only required on ties that are end-plated.

Anti-Splitting Devices - Nail plates may be used as an anti-splitting device, provided they are not used on any defects other than splits or season checks. Nail plates should be flush with the end after application.

4. INSPECTION:

Defect Restrictions

Decay and rot – criteria for “holes” apply. Blue stain is not a defect.

Holes - are permissible - within the RBA if not more than 1/2" in diameter and 3" deep - outside the RBA if not more than 1/4" of the surface on which it appears and 3" deep. Numerous holes that taken together equal more than above may be cause for rejection.

Knots - when flush-cut to eliminate bark inclusions, are permissible - within the RBA if less than 1/4 the surface width, outside of the RBA larger knots are acceptable. Numerous knots on any number equaling a larger knot in damaging effect.

Shake - one which is no more than 1/4 the width of the tie will be allowed, provided it does not extend nearer than 1" to any surface.

Split - no more than 1/4" wide and/or longer than the face across which it occurs is acceptable, to a seasoned crosstie.

Overgrowth seams and general bark inclusions - are permissible if not more than 13.5" long and 1" deep.



PAN AM RAILWAYS

1700 IRON HORSE PARK
NO. BILLERICA, MA 01862

Manner of Inspection

Boulton dried ties will be inspected at the time of delivery. Air dry ties will be subject to inspection after seasoning and before treatment.

Inspectors will make a close examination of the top, bottom, sides and ends of each tie. Each tie will be graded independently, without regard for the grading of the others in the same lot. Ties covered with ice or too muddied for ready inspection will be rejected.

Ties must be turned over for the inspector when inspected.

Risk, rejection

All ties are at owner's risk until accepted. All rejected ties must be removed within 30 days of notice of rejection.

5. CONDITIONING BEFORE TREATMENT:

American Wood Preservative Association standards and specifications listed below shall govern all tie conditioning.

Air Drying – stacking for seasoning shall be performed in accordance with recommended practice and in a suitable yard, and will be subject to approval by the Vice President, Purchases and Stores and/or the Vice President-Engineering. These ties will be seasoned for treatment so that they may be satisfactorily penetrated with preservatives. Sufficient number of borings shall be taken to determine condition prior to treatment. No tie shall be considered for treatment unless the seasoning period is more than 12 months and less than 18 months or the average moisture content for Group A ties is below 50%, Group B ties below 40%.

Boulton, Kiln, and Vapor Drying - all ties processed by these methods shall be conditioned within 45 days from time tree is felled.

- A. Boulton Drying - temperature shall not exceed 2000 with moisture content to conform to current AWP standards.
- B. Kiln and Vapor Drying - average moisture content shall be 50% - 40% for Group A ties and 40% - 30% for Group B ties, after conditioning.

Inspection and Records - inspections shall be made and records retained by the contractor of the conditioning process in accordance with the latest AWP standards for review. Copies of reports shall be furnished upon request.



PAN AM RAILWAYS

1700 IRON HORSE PARK
NO. BILLERICA, MA 01862

6. TREATMENT:

Preservative - preservative treatment shall be a creosote-coal tar solution conforming to AWWA Standard P2. Preservative treatment shall be to a retention of seven pounds per cubic foot of wood or to refusal.

Inspection and Records – a sufficient number of borings shall be taken after treatment to determine proper retention and penetration according to latest standards of the AWWA and reports shall promptly be submitted covering each charge.



PAN AM RAILWAYS

1700 IRON HORSE PARK
NO. BILLERICA, MA 01862

Specifications for: Hardwood Switch Ties

Specifications for hardwood cross ties shall apply to switch ties, with the following exceptions:

1. SPECIES ACCEPTABLE

Acceptable species are red or white oak.

2. DESIGN

A. Dimensions/Quantity:

All switch ties shall be 7" x 9" and supplied in the quantity required. At the suppliers option, it is acceptable to supply the required switch ties in the next larger whole foot length instead of the half foot lengths shown in AREAM Plan No. 912-02. The ties supporting the switch machines shall be dapped in accordance with the attached dap detail.

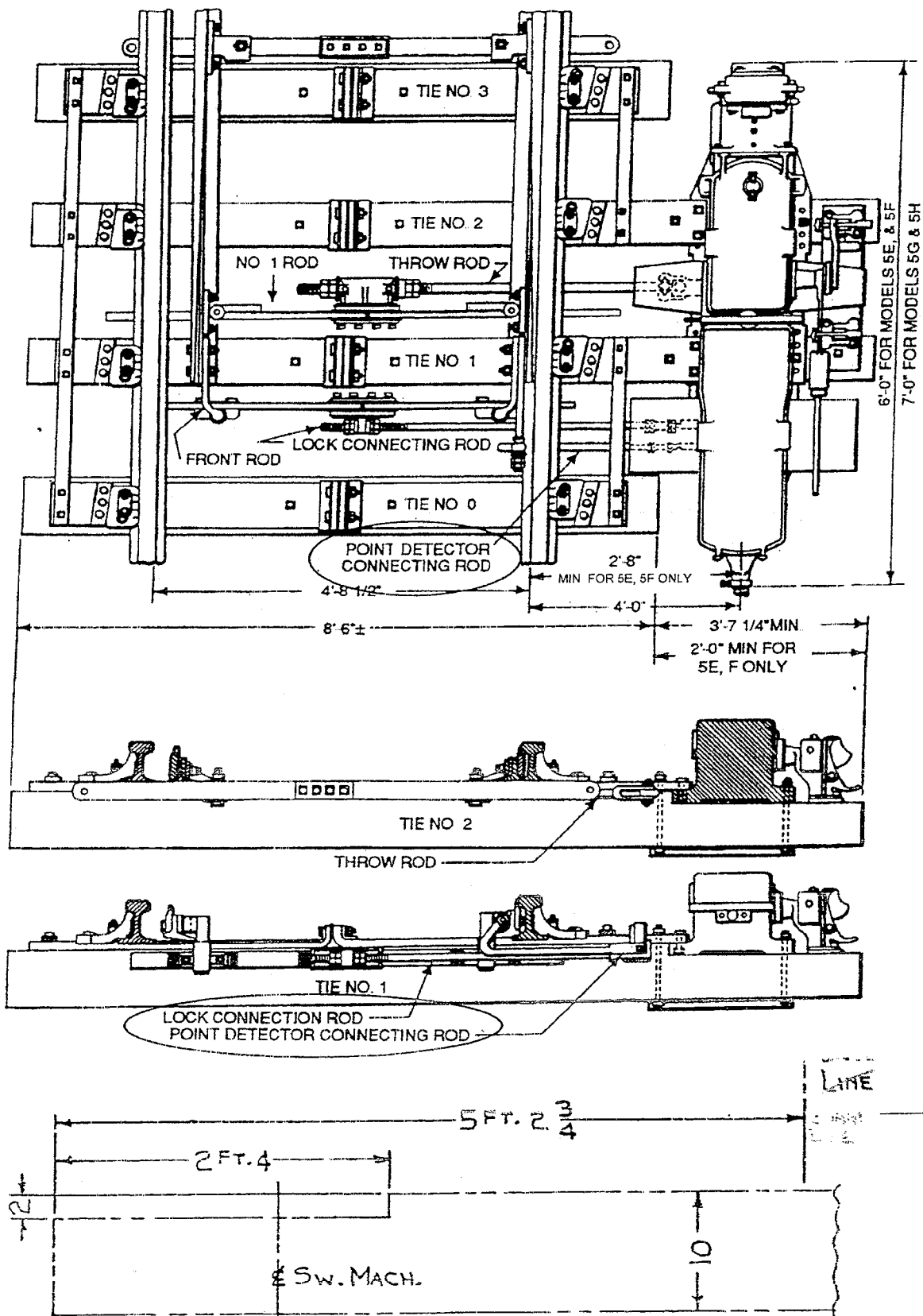
B. Definition of Switch Tie Structure:

Rail Bearing Areas (RBA) – that section of the switch tie between 12" from each end of switch tie.

C. Measurement Items:

Straightness – acceptable when a straight line along the top from the middle of one end to the middle of the other end is no where nearer than 2" from the nearest edge of tie. Sides shall be measured in a like manner.

NOTE: See Appendix



DETAIL OF DAP FOR No's. 1 & 2 TIES



PAN AM RAILWAYS

1700 IRON HORSE PARK
NO. BILLERICA, MA 01862

Specifications for: Bonded Insulated Joint Plug Rails

1. All materials shall be new, domestically produced and meet the project's Buy America requirements.
2. Bonded Insulated Joint Plug Rails shall conform to the attached MBTA specification and detail and AREMA Chapter 4, Part 3, Section 3.8, with the following exceptions:
 - The attached detail and specification is for 132 RE rail and shall be alternated as necessary for 115 RE rail.
 - The ends shall be drilled in accordance with the standard for AREMA 115RE rail to accommodate 6 hole joint bars, except for the diameter of the hole, with the outer hole un-drilled. Holes shall be drilled to accommodate 1-1/8" track bolts.

INSULATED BONDED JOINT PLUG RAIL

MATERIALS

Insulated joints shall be in conformance with AREA Manual for Railway Engineering, Chapter 4, Part 2, "Specification for Quenched Carbon-Steel Joint Bars".

Rail shall be No. 1, fully heat-treated, high strength steel rail with no "A" rails. Rail shall conform to MBTA Material Specification No. 9233 titled "Rail - High Strength Running".

DESIGN

The joint bars shall be 36 inch, full-face contact design, conforming to the rail section specified and shall consist of joint bars, end posts, bushings, bolts, nuts, washers and insulated polyplate tie plates (when specified on the order), as manufactured by Portec or equivalent.

Joint bars shall conform to rail size specified in the order.

MANUFACTURE

Rail shall be two pieces, with lengths as specified on the order, jointed to form a plug rail. Web of rail where joint is to be bonded shall be ground free of brandings to provide a full contact fit.

Joint Bars - Joint bars to be smooth and straight with all burrs removed. The inside face of the joint bars shall have all insulating material pre-bonded and shall be free of stamping or branding. The fabrication tolerances shall be as follows:

Fishing Height - Plus or minus 1/64 inch

Straightness - Plus or minus 1/32 inch in 36 inches

Length - Plus or minus 1/8 inch

Joint bars shall be designed so that when fully assembled and bonded to rail 3/4 of an inch of rail base, on each side of the rail, shall be exposed to allow application of rail fasteners.

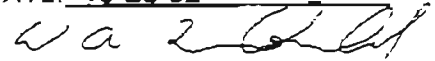
Insulation - Insulation materials shall be of high pressure, laminated design, impervious to oil, grease and water. The material shall have electrical resistance characteristics equal to or greater than fiber insulation meeting the requirements of the AAR Manual, Part 116, Signal Section Specification 216-46.

APPROVED:



ENGINEERING OFFICER

DATE: 10-28-92



CHIEF ENGINEERING OFFICER

MASSACHUSETTS BAY TRANSPORTATION AUTHORITY
COMMUTER RAIL MATERIAL SPECIFICATION NO. 9221

INSULATED BONDED JOINT PLUG RAIL

End posts shall be manufactured to fit ball, web, and base and shall be 3/16 inch thick and shall project 1/4 inch plus to 1/16 inch minus below the base of rail.

Fasteners - Insulated bonded joints shall be bolted together with six high strength 1 inch bolts. The bolts shall be in conformance with ASTM Specification A490 having Class 2A and 2B thread fit. The fastener provided must provide a positive means for maintaining the tension in the bolts by a lock-nut complying with Industrial Fastener Institute Standard IFI-100 and IFI-101, or approved equivalent. Flat washers, if required, shall be hardened A-325 or A-490 quenched and tempered carbon steel.

Adhesive - The adhesive shall have a shelf life of at least one year when stored in a protected, weather tight location at reasonable storage temperatures, and shall withstand the requirements of the prescribed mechanical testing.

TESTING

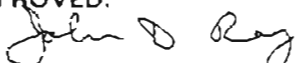
The manufacturer shall perform and certify in writing prior to shipment, that three assembled joints, representative of the joints offered, have successfully passed the following tests:

Rolling Load Test
Longitudinal Compressive Strength

Rolling Load Test - The rail joint shall be mounted on a 33 inch stroke rolling load test machine, supported on 36 inch centers, with the joint centered between the supports. Apply a 44,400 pound wheel load on the rail for 2,000,000 cycles and measure and record to the nearest 0.001 inch the deflection of the rail at the centerline of the joint. The deflection at the ends of the joint shall also be measured at every 500,000 cycles. The wheel path shall travel from a point 6 inches from the center of the joint to a point 9 inches outside the opposite end of the joint. Total range of deflection of the joint shall not exceed 0.065 inches during the test and the joint shall show no evidence of failure by bending. The electrical resistance test shall then be performed and the test results shall be within the acceptance criteria specified.

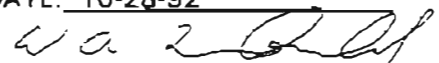
The Longitudinal Compression Test shall then be performed on the test specimens and the results shall be within the acceptance criteria specified.

APPROVED:



ENGINEERING OFFICER

DATE: 10-28-92



CHIEF ENGINEERING OFFICER

INSULATED BONDED JOINT PLUG RAIL

Longitudinal Compression Test - The assembled joint shall be sawn in half where the rails are joined together in a manner which will prevent over-heating and damage to the epoxy bond. The cut shall be perpendicular to the center line of the top of rail.

A fixture or device shall be used so that the reaction at the sawn ends occurs only on the face of the joint bars when a load is applied to the centroid of the rail at the opposite end. The load shall be applied in increments of 25,000 pounds, maintaining each load increment until the deflection of the rail stops before increasing the load. The load shall be increased to 650,000 pounds and a record of loading and differential movement of the rail, measured to 0.001 inch shall be measured for each increment. The joint shall show no indication of slippage prior to reaching a compressive load of 650,000 pounds and the movement shall be less than 1/8 inch in any direction. The relative position of the rail and joint bar shall be within 1/32 inch of its original value when the load is removed.

The manufacturer shall perform and certify in writing, prior to shipment, that each assembled INSULATED BONDED JOINT PLUG RAIL, in the order, has successfully passed the following Electrical Resistance Test.

Electrical Resistance Test - A rail joint shall be assembled in accordance with manufacturer's recommendations and supported on non-conducting material. With 500 volts dc applied to the rail across the bonded insulated joint for a duration of three minutes, the current flow through the joint should be measured to the nearest 0.1 micro ampere. The minimum acceptable resistance for the test shall be 10 megohms. With 50 volts ac applied to the rail across the bonded insulated joint for a duration of three minutes, the impedance shall be measured with an accuracy of plus or minus 2 degrees. This test shall be repeated three times, once with a frequency in the range from 10Hz to 100Hz, again with a frequency in the range from 200Hz to 1000Hz and again in the range from 2000Hz to 10KHz. The minimum acceptable impedance for any of these tests shall be 10,000 ohms.

Allegiance

APPROVED:

John D. Ray
ENGINEERING OFFICER

DATE: 10-28-92

W. A. Z...
CHIEF ENGINEERING OFFICER

INSULATED BONDED JOINT PLUG RAIL

FABRICATION

All insulated bonded joint plug rails shall be fully shop assembled prior to shipment.

Insulated bonded joint plug rails shall be in accordance with MBTA Standard Plan to lengths as specified in the order.

SUBMITTALS

Prior to shipment, the manufacturer shall submit shop drawing showing materials and fabrication tolerances.

Prior to shipment, the manufacturer shall submit certified test results for tests described under testing.

All submittals shall be made to the Chief Engineering Officer, or his designee, for review.

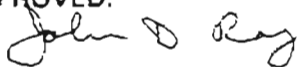
DELIVERY

To be accepted, insulated bonded joint plug rails shall conform to this specification in all respects. Insulated bonded joint plug rails are subject to inspection at delivery and are at the supplier's risk until acceptance. Insulated bonded joint plug rails rejected for non-compliance with this specification will be returned at the supplier's expense.

APPLICABLE STANDARD PLANS

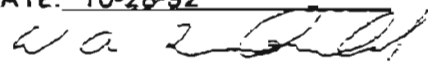
No. 1340

APPROVED:

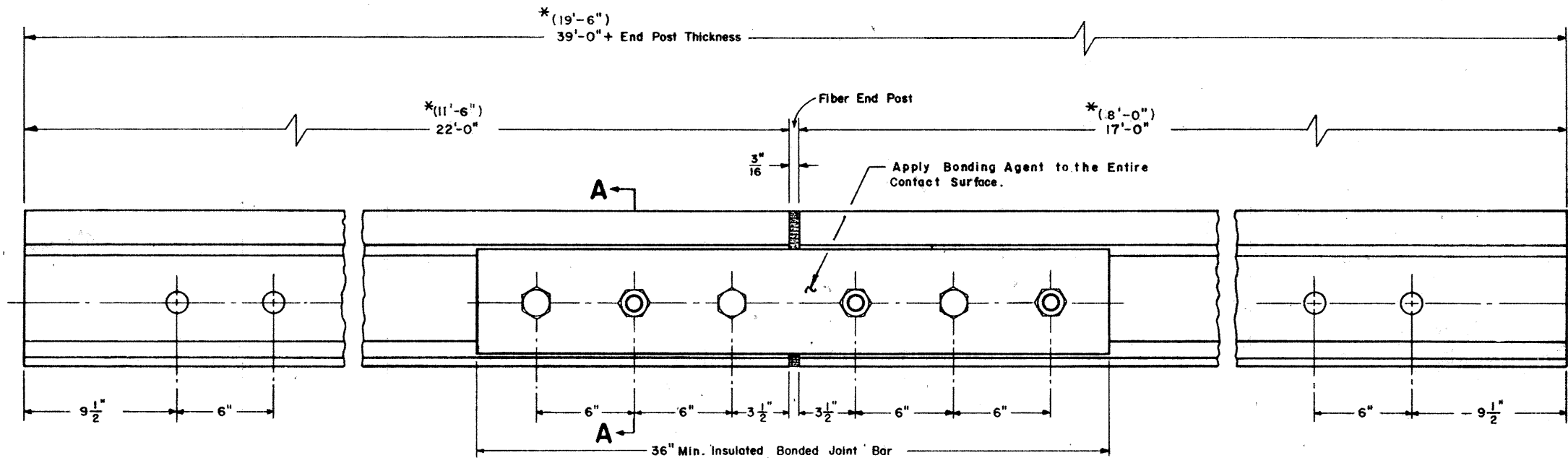


ENGINEERING OFFICER

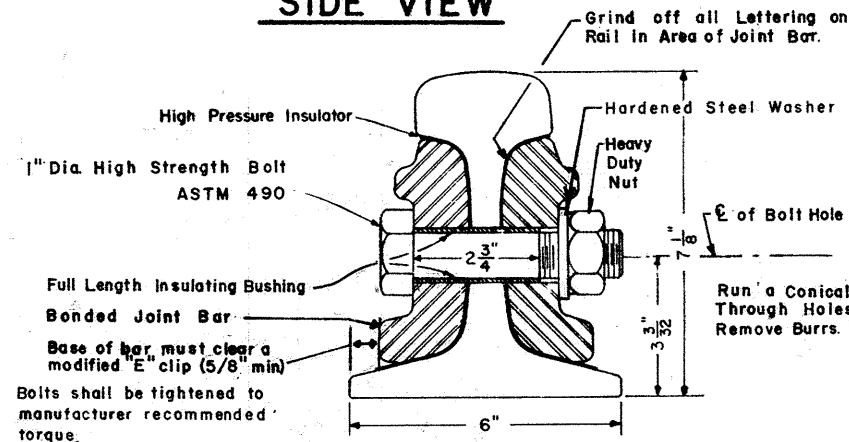
DATE: 10-28-92



CHIEF ENGINEERING OFFICER



SIDE VIEW



SECTION A-A

MINIMUM MATHEMATICAL ATTRIBUTES
 Avg. Area ----- 6.40 sq. in.
 Moment of Inertia ----- 12.40
 Section Mod. - Top ----- 4.86
 Section Mod. - Bottom ----- 4.90

NOTES

- 1- All rails to be Fully Heat-Treated
- 2- End bolt holes in the rail shall be 1 5/16" dia.
- 3- Bolt heads to be installed in bar, in alternate positions.
- * 4- Supply 19'-6" long sections for new installations and 39'-0" long sections for replacements.
- 5- When spiking joint, place head in reverse position.
- 6- With Resilient Fastener Plates, use a Modified 'E' Clip, (2063A) - With Concrete Ties, include a modified 4263 insulator.



MASSACHUSETTS
BAY
TRANSPORTATION
AUTHORITY

RAILROAD
OPERATIONS

DWG. NO. **1340**

Oct. 28, 1992
ISSUE DATE

2
ISSUE NO.

132 R.E. BONDED INSULATED JOINT

John D. Roy
ENGINEERING OFFICER

W. A. Z. ...
CHIEF ENGINEERING OFFICER



PAN AM RAILWAYS

1700 IRON HORSE PARK
NO. BILLERICA, MA 01862

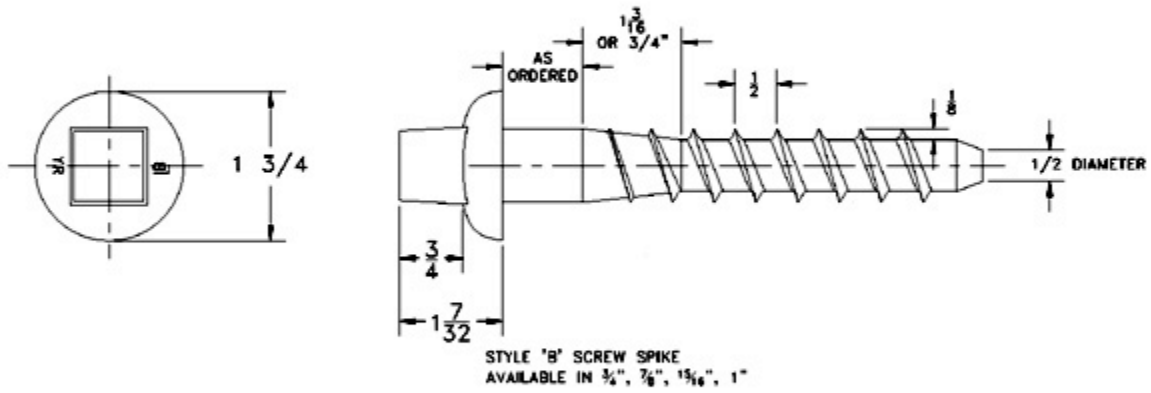
Specifications for: Screw Spikes

1. Screw Spikes shall be rectangular head 15/16" by 6 1/2" Lewis Bolt & Nut Company Style "B" or approved equal.
2. Screw Spikes shall meet the requirements of ASTM A-66.



Style B

[CLOSE WINDOW](#)





PAN AM RAILWAYS

1700 IRON HORSE PARK
NO. BILLERICA, MA 01862

Specifications for: Spring Washers

1. Spring washers (a.k.a. lock washers) shall conform to the current AREMA specifications for spring washers.
2. Spring washers shall be new steel washers for a track bolt diameter of 1-1/8".



PAN AM RAILWAYS

1700 IRON HORSE PARK
NO. BILLERICA, MA 01862

Specifications for: Tie Plates

1. Tie plates shall be new, domestically produced and conform to AREMA specifications for steel tie plates.
2. Tie plates shall conform to AREMA plans for 13" or greater length tie plates for use with 5-1/2" base of rail width.
3. Tie plates shall conform to AREMA specifications for low-carbon steel tie plates.
4. All spike holes shall be square unless otherwise required by the turnouts and/or crossover specification.
5. Six hole punching is preferred but eight hole punching is acceptable.
6. All tie plates shall be consistent in size and design unless approved by Pan Am Railways.



PAN AM RAILWAYS

1700 IRON HORSE PARK
NO. BILLERICA, MA 01862

Specifications for: Track Bolts and Nuts

1. Track bolts and nuts shall conform to AREMA specifications for heat-treated carbon-steel track bolts, and carbon-steel standard nuts.
2. Track bolts shall be oval neck, 1-1/8" nominal diameter over the threats, 5-3/4" length.
3. Threads on the track bolts shall be rolled.
4. Threads on the track bolts and nuts shall be of the free fit design.

Addendum A
Federal Grant Compliance Requirements

Contractor (referred to here as “Contractor”) further agrees with NNEPRA (referred to in this Addendum as the “Authority”) to comply with the following, to the extent applicable to Contractor. The parties agree that this Addendum B is not intended to enlarge or increase the applicability of any federal requirements to Contractor beyond those requirements that arise under federal laws and regulations of the United States Department of Transportation Federal Railroad Administration or Federal Railroad Administration (FRA) Agreements, as the same is amended from time to time by FRA.

Federal Compliance– Contractor shall at all times comply with all applicable FRA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Cooperative Agreement between the Authority and FRA, as they may be amended or promulgated from time to time during the term of this contract. Contractor’s failure to so comply shall constitute a material breach of this contract.

Railroad Standards – Contractor agrees that this project will comply with all applicable FRA, American Railway Engineering and Maintenance-of-Way Association (AREMA), American Association of State Highway and Transportation Officials (AASHTO), and/or Association of American Railroads (AAR) standards, as applicable.

Buy America - To the extent applicable to the services to be performed or procured by Contractor hereunder, Contractor agrees to comply with 49 U.S.C. § 5323(j), the Buy America regulations adopted by the Federal Railroad Administration (“FRA”) at 49 C.F.R. Part 661 to the extent those regulations are consistent with SAFETEA-LU provisions, and any amendments thereto, and any implementing guidance issued by FRA (“Buy America”), and to extend applicable requirements to all third party contractors and to all subcontractors at any tier performing work in connection with the Project.

Buy American - The Grantee’s acquisition of steel, iron and manufactured goods with funding provided through this Agreement is subject to the requirements set forth in the Buy American Act, 41 U.S.C. §§ 8301-8305, if applicable. The Grantee also represents that it has never been convicted of violating the Buy American Act nor will it make funding received under this Agreement available to any person or entity who has been convicted of violating the Buy American Act..

Whistleblower Act – An employee of Contractor may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing, including a disclosure made in the ordinary course of an employee’s duties, to the Recovery Accountability and Transparency Board, an inspector general, the Comptroller General, a member of Congress, a State or Federal regulatory or law enforcement agency, a person with supervisory authority over the employee (or such other person working for the employer who has the authority to investigate, discover, or terminate misconduct), a court or grand jury, the head of a Federal agency, or their representatives, information that the employee reasonably believes is evidence of – (1) gross

mismanagement of an agency contract or grant relating to Recovery Act funds; (2) a gross waste of Recovery Act funds; (3) a substantial and specific danger to public health or safety related to the implementation or use of Recovery Act funds; (4) an abuse of authority related to the implementation or use of Recovery Act funds; or (5) a violation of law, rule or regulation related to an agency contract (including the competition for or negotiation of a contract) or grant, awarded or issued relating to Recovery Act funds.

False Claims Act – The Contractor and any sub-contractors funded through the Recovery Act shall promptly refer to the Department of Transportation Inspector General any credible evidence that a principal, employee, agency, contractor, subcontractor, or other person has submitted a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving Recovery Act funds.

Debarment and Suspension and Drug-Free Workplace – Contractors will need to provide certifications on debarment and suspension for all third party contractors and sub grantees and comply with all DOT regulations, “Non-procurement Suspension and Debarment” (2 CFR part 1200) and “Governmentwide Requirements for Drug-Free Workplace (Grants),” (49 CFR part 32).

Resolution of Dispute, Breach or Other Litigation - FRA and the Authority have a vested interest in the settlement of any dispute, default, breach, or litigation involving any federally-assisted third-party contract. Contractor agrees to pursue all legal rights available under any third-party subcontract. FRA and the Authority reserve the right to concur in any compromise or settlement of any third-party subcontract claim involving Contractor. Contractor agrees to notify FRA and the Authority of any current or prospective major dispute, breach, default, or litigation pertaining to any third-party subcontract. If Contractor seeks to name the Federal Government or the Authority as a party to litigation for any reason, in any forum, Contractor agrees to inform the FRA and/or the Authority, as applicable, before doing so. The Federal Government retains the right to a proportionate share, based on the percentage of the Federal share committed to the Project, of any proceeds derived from any third-party recovery. If the third-party subcontract at issue contains a liquidated damages provision, Contractor agrees to credit any liquidated damages recovery to the Project unless the Federal Government permits otherwise.

In the event of any failure on the part of Contractor or the Authority to comply with any of its obligations contained in the Agreement and the continuation of such failure for a period of thirty (30) days after receipt of notice thereof from the other party, the other party shall have the right, at its option, to declare a default. Upon giving the party in default an additional notice of thirty (30) days and an opportunity to cure the default, the party not in default may terminate the Agreement. The rights to terminate shall be in addition to the other rights and remedies provided hereunder as well as those available, at law or in equity, including claims for money damages and specific performance, which remedies will be cumulative.

Lobbying – To the extent applicable, Contractor agrees that it will not use Federal assistance funds received from the Authority to support lobbying or to pay any person or organization to

influence or attempt to influence an officer or employee of any federal department or agency, a member of Congress, a member of a State legislature, an officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal grant, cooperative agreement, or any other Federal award used for the Project ("Lobbying"), and it will comply with applicable requirements of U.S. DOT regulations "New Restrictions on Lobbying," 49 C.F.R. Part 20, modified as necessary by 31 U.S.C. § 1352. Prior to execution of this Agreement Contractor has provided, and hereafter upon notice from the Authority Contractor will provide, to the Authority (i) a certification that Contractor has not used Federal assistance funds for Lobbying and (ii) if applicable, Contractor's statement disclosing any Lobbying that it has undertaken with funds other than Federal appropriated funds. Contractor shall include the requirements of this paragraph in any third-party agreement with a contractor or any subrecipient and require such contractors or subrecipients to extend applicable requirements to all subcontractors at any tier in connection with the Project. Contractor agrees to maintain a file with all such certifications as part of the records required to be maintained.

Disadvantaged Business Enterprise - The Authority has adopted a Disadvantaged Business Enterprise and Women's Business Enterprise Policy in accordance with Federal Regulations issued by U.S. DOT (49 C.F.R. Part 23). This Policy provides that Disadvantaged Business Enterprises ("DBEs") and Women's Business Enterprises ("WBEs") will be afforded every practicable opportunity to participate in the performance of contracts related to the Authority's construction, procurement and professional service activities. Contractor agrees to take all necessary and reasonable affirmative steps required by U.S. DOT regulations to ensure that eligible DBEs and WBEs have the maximum feasible opportunity to participate in third-party subcontracts procured in connection with the Project.

Site Visits – The Authority, FRA, U.S. DOT and the Comptroller General (and their representatives), have the right, at all reasonable times, to make site visits to review Project accomplishments and management control systems and to provide such technical assistance as may be required. If any site visit is made by FRA on the premises of the Contractor or subcontractor for this project, the Contractor shall provide and shall require its subcontractors to provide, all reasonable facilities and assistance for the safety and convenience of FRA representatives in the performance of their duties. All site visits and evaluations shall be performed in such a manner as will not unduly delay work being conducted by the Contractor or subcontractor.

Safety Oversight- Contractor must comply with any Federal regulations, laws, policy and other guidance that FRA or DOT may issue pertaining to safety oversight in general, and in the performance of any grant award, in particular. FRA has in place a comprehensive system of railroad safety oversight (see 49 CFR part 209 et seq.) that is applicable to railroad operations generally.

No Government Obligation to Third Parties - Contractor agrees that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of any underlying contract, absent the express written consent of the Federal Government, the Federal Government is not a party to such Agreement, and shall not be subject to any

obligations or liabilities to Contractor or any contractor or other parties in connection with the Agreement or the project.

Civil Rights - The following requirements apply to the underlying contract: Contractor must comply with all civil rights laws and regulations, in accordance with applicable Federal directives, except to the extent that the FRA determines otherwise in writing. These include, but are not limited to, the following: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) (as implemented by 49 CFR part 21), which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. 1601-1607), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 36001 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) 49 U.S.C. 306, which prohibits discrimination on the basis of race, color, national origin or sex in railroad financial assistance programs; (j) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance was made; and (k) the requirements of any other nondiscrimination statute(s) which may apply to the grant recipient. Contractors and sub contractor must comply with all regulations, guidelines, and standards adopted under the above statutes.

ADA Access - To the extent applicable to the services to be performed by Contractor hereunder, Contractor agrees to comply with all applicable employment and accessibility requirements of Title II of the American with Disabilities Act ("ADA"), of 1990, as amended; Section 504 Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794; and both statutes' implementing regulations at 49 CFR parts 27, 37 and 38. DOT (through its delegate FRA) has responsibility to offer technical assistance for the provisions of the ADA about which it issues regulations. 42 U.S. C. 12206(c) (1) reads: "Each Federal agency that has responsibility under paragraph (2) for implementing this chapter may render technical assistance to individuals and institutions that have rights or duties under the respective subchapters of this chapter for which such agency has responsibility."

Environmental Protection – Contractor agrees that all facilities that will be used to perform work under an award shall not be so used unless the facilities are designed and equipped to limit water and air pollution in accordance with all applicable local, State and Federal standards. Contractor agrees the work is in compliance with the following provisions, as modified from time to time: Section 114 of the Clear Air Act, 42 U.S.C. 7414, and Section 308 of the Federal Water Pollution Control Act, 33 U.S.C. 1318, and all regulations issued thereunder. The Contractor certifies that no facilities that will be used to perform work under this Agreement are listed on the List of Violating Facilities maintained by the Environmental Protection Agency

("EPA"). The Contractor will notify the Grantee as soon as it or any subcontractor receives any communication from the EPA indicating that any facility which will be used to perform work pursuant to this Agreement is under consideration to be listed on the EPA's List of Violating Facilities; provided, however, that the Contractor's duty of notification hereunder shall extend only to those communications of which it is aware, or should reasonably have been aware. Contractor will include or cause to be included in each subcontract entered into, which subcontract exceeds Fifty Thousand Dollars (\$50,000.00) in connection with work performed pursuant to this Agreement, the criteria and requirements of this section and an affirmative covenant requiring such subcontractor to immediately inform the Authority upon the receipt of a communication from the EPA concerning the matters set forth herein.

No publicly-owned land from a park, recreational area, or wildlife or waterfowl refuge of national, state, or local significance as determined by the Federal, State, or local officials having jurisdiction thereof, or any land from an historic site of national, state or local significance as so determined by such officials shall be used by the Contractor without the prior written concurrence of FRA.

Program Fraud - Contractor recognizes that the requirements of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§ 3801 *et seq.*, and U.S. DOT Regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions hereunder. Accordingly, by signing the Agreement, Contractor certifies and affirms the truthfulness and accuracy of any statement it has made, it makes, or may make pertaining to the activities covered hereunder. In addition to other penalties that may be applicable, Contractor also acknowledges that if it makes false, fictitious or fraudulent claims, statements, submissions, assurances, or certifications, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986, as amended, on Contractor to the extent the Federal Government deems appropriate.

Contractor recognizes that if Contractor makes a false, fictitious, or fraudulent claim, statement, submission, certification, assurance, or representation to the Federal Government or includes a false, fictitious, or fraudulent statement or representation in any agreement with the Federal Government in connection with a project authorized under 49 U.S.C. chapter 53 or any other federal law, the Federal Government reserves the right to impose on Contractor the penalties of 49 U.S.C. § 5323(1), 18 U.S.C. § 1001 or other applicable federal law to the extent the Federal Government deems appropriate.

Termination Provisions - The Authority shall have the right to terminate the Agreement for convenience, in accordance with 49 C.F.R. § 1836(i)(2). Any termination for convenience by the Authority shall not excuse the Authority's obligations under the Agreement arising prior to the effective date of such termination.

Contractor recognizes and agrees that the FRA may suspend or terminate the Project for various reasons, that such termination may act to cancel or invalidate certain obligations incurred by FRA prior to the termination date, and that such termination may act to relieve the Authority of such obligations as well.

Record Retention – During the course of the Project and for three years thereafter, Contractor agrees to retain intact and to provide any data, documents, reports, records, contracts, and supporting materials relating to the Project as FRA may require.

Equal Employment Opportunity – Contractor agrees to comply with Executive Order 11246 of September 24, 1965, entitled “Equal Employment Opportunity,” as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60).

Contract Work Hours & Safety Standards Act - To the extent applicable to Contractor, Contractor agrees and assures compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR part 5). Contractor shall include the requirement of this subsection in any third-party subcontract, at any tier, for the performance of work in connection with the Project.

Access to Records - Contractor agrees to provide access to the Authority, the Federal Railroad Administration, the U.S. Department of Transportation and the Comptroller General of the United States (and their representatives) to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purposed of making audit, examination, excerpts, and transcriptions.

Energy Conservation - To the extent applicable to the services to be performed by Contractor hereunder, Contractor shall comply with the mandatory energy efficiency standards and policies within the applicable state energy conservation plans issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

Prohibited Activities – Contractor agrees that none of the funds provided through the Agreement may be used for any casino or other gaming establishment, aquarium, zoo, golf course or swimming pool.

Flow Down Provisions – The Contractor shall include provisions to carry out the purposes of this Agreement in all subcontracts with persons who perform any part of the work under this Agreement. There shall be provisions for a further flow down of such requirements to each sub-tier contractor.

NORTHERN NEW ENGLAND PASSENGER RAIL AUTHORITY

CERTIFICATION OF A POTENTIAL PRIME CONTRACTOR (DIRECT THIRD-PARTY CONTRACTOR) REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

The Contractor _____, certifies to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
4. Have not within a three-year period preceding this proposal or bid had one or more public transactions (Federal, State or local) terminated for cause or default.
5. The potential Contractor agrees to provide the Authority with immediate written notice if, at any time, it learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. Each Subcontractor or Vendor for the potential Contractor shall provide the same updated notice to the potential Contractor and the potential Contractor shall be solely responsible for collecting, updating and submitting updated information to the Authority.

NOTE: If for any reason the potential Contractor is unable to certify to any of the statements in this certification, the potential Contractor shall attach an explanation to this certification.

THE POTENTIAL CONTRACTOR, _____, CERTIFIES OR AFFIRMS THE TRUTHFULLNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION.

(Company Name)

DATE: _____

By: _____

Its _____

CERTIFICATION REGARDING LOBBYING
FOR
CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any Federal contract grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities" in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 21, U.S. Code. Any Person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Name of Organization: _____

Address: _____

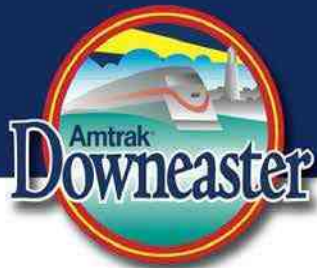
City: _____

State: _____ Zip Code: _____

(Signature of Authorized Official)

(Title of Authorized Official)

(Date) _____



Northern New England Passenger Rail Authority
FRA America Certification

**BUY AMERICA CERTIFICATE
FOR COMPLIANCE WITH TITLE 49 USC § 22905(a) (For
Procurement of Steel, Iron, or Manufactured Products)**

The Bidder/Proposer hereby certifies that it will comply with the requirements of Title 49 USC § 22905 (a) and the applicable regulations in 49 CFR Part 661.

Executed on: _____, 20 ____, at _____, _____
(Date) (City) (State)

Printed Name Signature of Authorized Official Title

BUY AMERICA CERTIFICATE FOR NON-COMPLIANCE WITH TITLE 49 USC §. 22905(a)

The Bidder/Proposer hereby certifies that it cannot comply with the requirements of Title 49 USC § 22905(a), but it may qualify for an exception pursuant to Title 49 USC § 22905(a) or and the regulations in 49 CFR 661.7.

Executed on: _____, 20 ____, at _____, _____
(Date) (City) (State)

Printed Name Signature of Authorized Official Title