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1253 SR 519

EIGHTY FOUR PA 15330

State of West Virginia
Department of Administration
Purchasing Division
2019 Washington Street East
Post Office Pay 50122 Post Office Box 50130 Charleston, WV 25305-0130

ATLAS RAILROAD CONSTRUCTION CO

724-228-4500

1

ADDRESS CORRESPONDENCE TO ATTENTION OF FRANK WHITTAKER

304-558-2316

WV STATE RAIL AUTHORITY (DBA) SOUTH BRANCH VALLEY RAILROAD 120 WATER PLANT DRIVE MOOREFIELD, WV

26836 304-538-2305

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

Request for Quotation

RMA10031

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*709014935 724-228-4500 ATLAS RAILROAD CONSTRUCTION CO 1253 SR 519

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DATE PRINT	ED	TEP	MSOFSAL	E	SHIP	/IA		F.O.B		FREIGHTTERMS
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WV STATE RAIL AUTHORITY RAILROAD 120 WATER PLANT DRIVE

ATLAS RAILROAD CONSTRUCTION CO S H P 1253 SR 519 (DBA) SOUTH BRANCH VALLEY EIGHTY FOUR PA 15330 MOOREFIELD, WV 26836 304-538-2305

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PAGE 4

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WV STATE RAIL AUTHORITY
(DBA) SOUTH BRANCH VALLEY
RAILROAD
120 WATER PLANT DRIVE
MOOREFIELD, WV
26836 304-538-2305

DATE PRINTED TERMS OF SALE SHIPVIA FREIGHT TERMS 06/17/2010 BID OPENING DATE: 07/27/2010 BID OPENING TIME 01:30PM LINE QUANTITY. UOP ITEM NUMBER UNIT PRICE: AMOUNT . ; . BIDDER SHALL ALSO FURNISH A PERFORMANCE BOND AND LABOR MATERIAL BOND FOR 100% OF THE AMOUNT OF THE CONTRACT. BONDS MAY BE PROVIDED IN THE FORM OF A CERTIFIED CHECK, IRREVOCABLE LETTER OF CREDIT, OR BOND FURNISHED BY A SOLVENT SURETY COMPANY AUTHORIZED TO DO BUSINESS IN THE STATE OF WEST VIRGINIA. A LETTER OF CREDIT SUBMITTED IN LIEU OF A BOND WILL ONLY BE ALLOWED FOR PROJECTS UNDER \$100,000. PERSONAL OR BUSINESS CHECKS ARE NOT ACCECPTABLE IN LIEU OF THE 5% BID BOND, PERFORMANCE BOND, OR LABOR AND MATERIAL BOND. (✓) MAINTENANCE BOND: A TWO (2) YEAR MAINTENANCE BON COVERING THE ROOFING SYSTEM WILL BE A REQUIREMENT OF THE SUCCESSFUL VENDOR. REV. 11/00 EXHIBIT 7 DOMESTIC ALUMINUM, GLASS & STEEL IN PUBLIC WORKS PROJECTS IN ACCORDANCE WITH WEST VIRGINIA CODE 5-19-1 ET., SEQ., EVERY CONTRACT FOR CONSTRUCTION, RECONSTRUCTION, ALTERATION, REPAIR, IMPROVEMENT OR MAINTENANCE OF PUBLIC WORKS, WHERE THE COST IS MORE THAN \$50,000 AND, IN THE CASE OF STEEL ONLY, WHERE THE COST OF STEEL IS MORE THAN \$50,000 OR WHERE MORE THAN 10,000 POUNDS OF STEEL ARE REQUIRED, THE STATE WILL ACCEPT ONLY ALUMINU GLASS, OR STEEL PRODUCTS PRODUCED IN THE UNITED STATES. IN ADDITION, ITEMS OF MACHINERY OR EQUIPMENT PURCHASED FOR USE AT THE SITE OF PUBLIC WORKS SHALL BE MADE OF DOMESTIC ALUMINUM, GLASS OR STEEL, UNLESS THE COST OF THE PRODUCT IS LESS THAN \$50,000 OR LESS THAN 10,000 POUNDS OF STEEL ARE USED IN PUBLIC WORKS PROJECTS. SEE REVERSE SIDE FOR TERMS AND CONDITIONS TELEPHONE 724-228-4500 August 16, 2010 Vice President ADDRESS CHANGES TO BE NOTED ABOVE 25-1011910



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SH-P

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26836 304-538-2305

SUPPLYING TO THE AWARD OF A CONTRACT UNDER THE ABOVE PROVISIONS, THE SERVALUATION AND REPORT THAN THE LOWEST HAT THE RESULTS AND LIKE FORCE ON A STEEL PRODUCTS. THE SUPPLIED ONLY IF THE COST IS UNITED SOME HIGHER THAN THE BID PRICE FOR POREIGN MADE PRODUCTS. TO BE SURPLIED ON PRODUCED IN A "SUBSTANTIAL LABOR SURPLIES AREA", AS DEFINED BY THE UNITED STATES DEPARTMENT OF LABOR, FOREIGN PRODUCTS MAY BE SUPPLIED ON PRODUCED IN A "SUBSTANTIAL LABOR SURPLIES AREA", AS DEFINED BY THE UNITED STATES DEPARTMENT OF LABOR, FOREIGN PRODUCTS MAY BE SUPPLIED ONLY IF DOMESTIC PRODUCTS MAY BE SUPPLIED ONLY IF DOMESTIC PRODUCTS MAY BE SUPPLIED ONLY IF DOMESTIC PRODUCTS ARE 30% OR MORE HIGHER IN PRICE THAN THE FOREIGN MADE PRODUCTS. IF, PRIOR TO THE AWARD OF A CONTRACT UNDER THE ABOVE PROVISIONS, THE SPENDING OFFICER OF THE SPENDING UNIT DETERMINES THAT THERE EXISTS A BID FOR LIKE FOREIGN ALUMINUM, GLASS OR STEEL THAT IS REASONABLE AND LOWER THAN THE LOWEST HID DOMESTIC PRODUCTS, THE SPENDING OFFICER OF A REQUISITION AND REDUCTION IN THE LOWEST BID FOR SUCH DOMESTIC PRODUCTS. ALL VERDORS MUST INDICATE IN THEIR BID IF THEY ARE SUPPLYING FOREIGN ALUMINUM, GLASS OR STEEL. REV. 3/88 EXHIBIT 9 MOTICE FOR ISSUANCE & ACKNOWLEDGEMENT OF CONSTRUCTION PROJECT ADDENDA FOR STATE AGENCIES: (1) THE ARCHITECT/ENGINEER AND/OR AGENCY SHALL BE REQUIRED TO ABIDE BY THE FOLLOWING SCHEDULE IN ISSUING CONSTRUCTION PROJECT ADDENDA FOR STATE AGENCIES: (1) THE ARCHITECT/ENGINEER SHALL PREPARE THE ADDENDUM AND A LIST OF ALL PARTIES THAT HAVE PROCURED DRAWINGS FERRIFIED SHAPE STHAT HAVE PROCURED DRAWINGS FERRY SERRY FRES SOR PETRIES AND EXCOURSE TO BE NOTED ABOVE DATES FOR THE PROVIDED CONTRACTOR BOVE	DATE PRIN	ITEO	TERMS OF SALE	SHIPA	(iA	FÖB	FREIGHTTERMS
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Request for BEONUMBER Quotation

RMA10031

ADDRESS CORRESPONDENCE TO ATTENTION OF

FRANK WHITTAKER 304-558-2316

*709014935 724-228-4500 ATLAS RAILROAD CONSTRUCTION CO 1253 SR 519

EIGHTY FOUR PA 15330

WV STATE RAIL AUTHORITY SH-P (DBA) SOUTH BRANCH VALLEY RAILROAD 120 WATER PLANT DRIVE MOOREFIELD, WV 26836 304-538-2305

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Request for Quotation

SFO NUMBER RMA10031

ADDRESS CORRESPONDENCE TO ATTENTION OF

FRANK WHITTAKER

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*709014935 724-228-4500 ATLAS RAILROAD CONSTRUCTION CO 1253 SR 519

EIGHTY FOUR PA 15330 304-558-2316 WV STATE RAIL AUTHORITY

(DBA) SOUTH BRANCH VALLEY RAILROAD 120 WATER PLANT DRIVE MOOREFIELD, WV 26836 304~538-2305

DATE PRINTED TERMS OF SALE SHIP VIA FO8 FREIGHTTERMS 06/17/2010 BID OPENING DATE: 07/27/2010 BID OPENING TIME 01:30PM LINE QUANTITY ITEM NUMBER UNIT PRICE AMOUNT 6/28/10 NO. 6/29/1 NO. /21/10 NO. 8/11/10 NO. 5 I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF THE BIDS. VENDOR MUST CLEARLY UNDERSTAND THAT ANY VERBAL REPRESENTATION MADE OR ASSUMED TO BE MADE DURING ANY ORAL DISCUSSION HELD BETWEEN VENDOR'S REPRESENTATIVES AND ANY STATE PERSONNEL IS NOT BINDING ONLY THE Information issued in writing and added to the specifications by an dificial addendum is binding. SIGNATURE Atlas Railroad Construction Co COMPANY August 16, 2010 REV. 11/96 CONTRACTORS LICENSE WEST VIRGINIA STATE CODE 21-11-2 REQUIRES THAT ALL PERSONS DESIRING TO PERFORM CONTRACTING WORK IN THIS STATE MUST BE LICENSED THE WEST VIRGINIA CONTRACTORS Licensing board is empowered to issue the contractors LICENSE. APPLICATIONS FOR A CONTRACTORS LICENSE MAY BE MADE BY CONTACTING THE WEST VIRGINIA DIVISION OF LABOR SEE REVERSE SIDE FOR TERMS AND CONDITIONS: TELEPHONE DATE August 16, 2010 724-228-4500 Vice President ADDRESS CHANGES TO BE NOTED ABOVE 25-1011910



Request for _____REQNUMBER

RMA10031

FRANK WHITTAKER 304-558-2316

724-228-4500 ATLAS RAILROAD CONSTRUCTION CO

EIGHTY FOUR PA 15330

*709014935

1253 SR 519

WV STATE RAIL AUTHORITY (DBA) SOUTH BRANCH VALLEY RAILROAD 120 WATER PLANT DRIVE MOOREFIELD, WV

26836 304-538-2305

ADDRESS CORRESPONDENCE TO ATTENTION OF

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Request for REQNUMBER

ADDRESS CORRESPONDENCE TO ATTENTION OF:

FRANK WHITTAKER 304-558-2316

*709014935 724-228-4500 ATLAS RAILROAD CONSTRUCTION CO 1253 SR 519

EIGHTY FOUR PA 15330

WV STATE RAIL AUTHORITY (DBA) SOUTH BRANCH VALLEY RAILROAD 120 WATER PLANT DRIVE MOOREFIELD, WV 26836 304-538-2305

TERMS OF SALE DATE PRINTED SHIP VIA FOB. FREIGHT TERMS 06/17/2010 BID OPENING DATE: 07/27/2010 OPENING TIME 01:30PM LINE QUANTITY HOP UNIT PRICE AMOUNT. ITEM NUMBER REV. 5/2009 NOTICE A SIGNED BID MUST BE SUBMITTED TO: DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130 THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED: SEALED BID BUYER: 44 REQ. NO.: RMA10031 BID OPENING DATE: 07/27/2010 BID OPENING TIME: 1:30 PM PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: 724-228-3183 PLEASE PRINT OR TYPE NAME OF PERSON TO CONTACT CONCERNING THIS QUOTE: Gregory Susko, Vice President SEE REVERSE SIDE FOR TERMS AND CONDITIONS August 16, 2010 ∜icé President ADDRESS CHANGES TO BE NOTED ABOVE 25-1011910

Line Item	Description	Unit Cost	Unit of Measure	Quantity	Extended Cost
	Rail Replcement				
1	Rail Replacement w-131/132 RE welded	\$82.00	per track foot	2,718	\$222,876.00
2	Rail Replacement w- 105 DY jointed	\$ 62.00	per track foot	3,936	244,032.00
	Turnout Replacement				
3	Replacement of #8 turnout	\$ 41,000.00	per turnout	1	\$ 41,000.00
. 4	Replacement of #10 turnout	\$ 43,000.00	per turnout	11	\$ 43,000.00
			TOTAL BID		\$ 550,908.00

Notes:

- 1) The above quantities are the agency's best estimate for the amount of work to be completed.

 Any variation in the actual quantities will be determined based on the unit price shown above for the given work.
- 2) Vendors should complete this form in its entirety in lieu of submitting other quote forms. Submitted form should be provided in a legible form. (Typewritten form preferred.)
- 3) Vendors must submit unit prices for all items. Failure to provide unit prices will result in the disqualification of the vendor's bid.

BID BOND

of Eighty Four Pennsylvania as Principal, and Arch Insurance Company of Jersey City New Jersey a corporation organized and eadsting under the laws of the State of Missouri with its principal office in the City of Kansas City as Surety, are held and firmly bound unto the State of West Virginia, as Obligee, in the penal sum of Five Percept (\$5% of Total Bid) for the payment of which, well and truly to be made, we jointly and severally bind ourselves, our helts, administrators, executors, successors and assigns. The Condition of the above obligation is such that whereas the Principal has submitted to the Purchasing Section of the Department of Administration a certain bid or proposal, attached hereto and made a part hereof, to enter into a contract in writing for Rail Replacement on the South Branch Valley Railroad (SBVR) NOW THEREFORE, (a) If said bid shall be rejected, or (b) If said bid shall be accepted and the Principal shall enter into a contract in accordance with the bid or proposal attached ereto and shall furnish any other bonds and insurance required by the bid or proposal, and shall in all other respects perform the greenent or cated by the exceptance of said bid, then this obligation be be until and void, ofterwise this obligation shall be mult and void, ofterwise this obligation shall remain in full race and effect. It is expressly understood and agreed that the fability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated. The Surety, for the value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no any impaired or affected by any extension of the time within which the Obligee may accept such bid, and said Surety does hereby after notice of any such extension. IN WITNESS WHEREOF, Principal and Surety have hereunto set their hands and seals, and such of them as are corporations are caused their corporate seals to be affixed hereunto and these presents to be signed by thei				_	d Atlas Railroad Construction Co.
Missouri with its principal office in the City of Kansas City as Surety, are held and firmly bound unto the State of West Virginia, as Obligee, in the penal sum of of Total Bid (\$5% of Total Bid) for the payment of which, well and truly to be made, we jointly and severally bind ourselves, our heirs, administrators, executors, successors and assigns. The Condition of the above obligation is such that whereas the Principal has submitted to the Purchasing Section of the Department of Administration a certain bid or proposal, attached hereto and made a part hereof, to enter into a contract in writing for Rail Replacement on the South Branch Valley Railroad (SBVR) NOW THEREFORE, (a) If said bid shall be rejected, or (b) If said bid shall be accepted and the Principal shall enter into a contract in accordance with the bid or proposal attached ereto and shall furnish any other bonds and insurance required by the bid or proposal, and shall in all other respects perform the greement created by the acceptance of said bid, then this obligation shall be null and void, otherwise this obligation shall remain in full once and effect. It is expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated. The Surety, for the value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no ay impaired or affected by any extension of the time within which the Obligee may accept such bid, and said Surety does hereby alve notice of any such extension. IN WITNESS WHEREOF, Principal and Surety have hereunto set their hands and seals, and such of them as are corporations are caused their corporate seals to be affixed hereunto and these presents to be signed by their proper officers, this (Nuet be President or Vice President) Atlas Railroad Construction Co. (Name of Principal) (Must be President)	of _			ennsylvania	as Principal, and Arch Insurance Company
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Atlas Railroad Construction Co. Atlas Railroad Construction Co. (Name of Principal) (Must be President or Vice President) GREGORY SUSKO, VICE President	IN WIT	NESS WHEREOF,	Principal and Surety	have hereunto set th	eir hands and seals, and such of them as are corporations
Atlas Railroad Construction Co. (Name of Principal) (Must be President or Vice President) GREGORY SUSKO, VICE President	nave caused the	eir corporate seals t	o be affixed hereunto	and these presents t	o be signed by their proper officers, this
Atlas Railroad Construction Co. (Name of Principal) (Must be President or Vice President) GREGORY SUSKO, VICE President	17th_day of	August	, 20_10_		
(Name of Principal) By (Must be President or Vice President) GREGORY SUSKO, VICE President	•				
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rety Corporate Seal Arch Insurance Company	Surety Corporate	e Seal			Arch Insurance Company
(Name of Surety)					(Name of Surety)
Attorney-in-Fact					Attornev-in-Fact
Kelly A. Caswell, Attorney-in-Fact					Kelly A. Caswell, Attorney-in-Fact
PORTANT – Surety executing bonds must be licensed in West Virginia to transact surety insurance. Raised corporate seals ust be affixed, a power of attorney must be attached.					to transact surety insurance. Raised corporate seals

ARCH INSURANCE COMPANY

CONSENT OF SURETY

KNOW ALL MEN BY THESE PRESENTS,

That for and in consideration of the sum of One Dollar, lawful money of the United States, the receipt whereof

is hereby acknowledged, paid the undersigned corporation, and for other valuable consideration, the

ARCH INSURANCE COMPANY, a corporation organized and existing under the laws of the State of

Missouri and licensed to do business in the State of West Virginia consents and agrees,

that if the contract for the STATE OF WEST VIRGINIA: WV State Rail Authority - REQ. P.O.# RMA 10031

Rail Replacement on the South Branch Valley Railroad (SBVR)

be awarded to ATLAS RAILROAD CONSTRUCTION CO. the undersigned corporation agrees with the said

ATLAS RAILROAD CONSTRUCTION CO. to execute the final bonds as required by the specifications, and to

become surety in the full amount of the contract price for the faithful performance of the contract.

IN WITNESS WHEREOF, the undersigned corporation has caused this agreement to be signed by its duly

authorized representative and its corporate seal be hereto affixed this

17th day of August, 2010.

ARCH INSURANCE COMPANY

Kelly A. Caswell, ATTORNEY-IN-FACT

POWER OF ATTORNEY

Know All Men By These Presents:

That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal office in Kansas City, Missouri (hereinafter referred to as the "Company") does hereby appoint

James D. Toennies, Kelly A. Caswell, Erika L. Toennies and Gemma B. Fendler of Norristown, PA (EACH)

its true and lawful Attorney(s)-in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed:

Any and all bonds and undertakings

EXCEPTION: NO AUTHORITY is granted to make, execute, seal and deliver bonds or undertakings that guarantee the payment or collection of any promissory note, check, draft or letter of credit.

This authority does not permit the same obligation to be split into two or more bonds in order to bring each such bond within the dollar limit of authority as set forth herein.

The Company may revoke this appointment at any time.

The execution of such bonds and undertakings in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office in Kansas City, Missouri.

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on March 3, 2003, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

"VOTED, That the Chairman of the Board, the President, or any Vice President, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings, obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on March 3, 2003:

VOTED, That the signature of the Chairman of the Board, the President, or any Vice President, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on March 3, 2003, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company.

ARCH INSURANCE COMPANY STATEMENT OF FINANCIAL CONDITION December 31, 2009

<u>Assets</u>

Cash in Banks	155,862,869
Bonds owned	886,972,246
Stocks	364,176,664
Premiums in course of collection	165,942,470
Accrued interest and other assets	251,181,414
Total Assets	\$ 1,824,135,663
<u>Liabilities</u>	
Reserve for losses and adjustment expenses	\$ 607,721,900
Reserve for unearned premiums	133,498,655
Ceded reinsurance premiums payable	98,500,939
Amounts withheld or retained by company for account of others	139,148,042
Reserve for taxes, expenses and other liabilities	207,386,929
Total Liabilities	1,186,256,465
	.,,
Surplus as regards policyholders	637,879,198
Total Surplus and Liabilities	\$ 1,824,135,663
By: Jel J. Fishla Attest: Mark Juli Secretary	-
Secretary / Secretary	

State of New York)

SS

Chief Financial Officer

County of Nassau)

Fred Eichler and Martin Nilsen, being duly sworn, say that they are Senior Vice President and Chief Financial Officer and Secretary, respectively, of ARCH INSURANCE COMPANY, Missouri; and that the foregoing is a true and correct statement of financial condition of said company, as of December 31, 2009.

Subscribed and sworn to before me, this 14 day of March, 2010.

Notary Public

PETER J. CALLEO, ESQ.
C. ary Public, State of New York
No. 02CA6109336
Qualified in New York/County
Commission Expires (10.5/doi)



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

STATE OF Pennsylvania
COUNTY OF Washington To-WIT:
I, Gregory Susko, after being first duly sworn, depose and state as follows:
I am an employee of Atlas Railroad Construction Co ; and, (Company Name)
2. I do hereby attest that Atlas Railroad Construction Co
(Company Name)
maintains a valid written drug free workplace policy and that such policy is in compliance with West Virginia Code §21-1D-5.
The above statements are sworn to under the penalty of perjury.
Atlas Railroad Construction Co
(Company Name)
By: In Sulece
Title: Gregory Susko, Vice President
_{Date:} August 16, 2010
Taken, subscribed and sworn to before me this 10 day of August
By Commission expires
(Sea DMMONWEALTH OF PENNSYLVANIA Notarial Seal Jennifer L. Lojek, Notary Public North Strabane Twp., Washington County
My Commission Expires June 21, 2013 / / (NOTATY PUDIC)
THIS AFFIDAVIT MUST BE SUBMITTED WITH THE BID IN ORDER TO
COMPLY WITH WV CODE PROVISIONS. FAILURE TO INCLUDE THE AFFIDAVIT WITH THE BID SHALL RESULT IN DISQUALIFICATION OF
THE BID.

STATE OF WEST VIRGINIA Purchasing Division

PURCHASING AFFIDAVIT

West Virginia Code §5A-3-10a states: No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owed is an amount greater than one thousand dollars in the aggregate.

DEFINITIONS:

WITNESS THE FOLLOWING SIGNATURE

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Debtor" means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions. "Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities. "Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceed five percent of the total contract amount.

EXCEPTION: The prohibition of this section does not apply where a vendor has contested any tax administered pursuant to chapter eleven of this code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

Under penalty of law for false swearing (West Virginia Code §61-5-3), it is hereby certified that the vendor affirms and acknowledges the information in this affidavit and is in compliance with the requirements as stated.

Member, Pennsylvania Association of Notaries