

P.O. Box 1273

TYPE NAME/ADDRESS HERE

Cumberland, Maryland 21501-1273

Hite Associates, Inc.

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

### Request for

DBSM72249

ADDRESS:CORRESPONDENCE TO ATTENTION OF

MICHAEL AUSTIN 304-558-2316

SCHOOL FOR THE DEAF & BLIND RECEIVING DEPARTMENT

**301 EAST MAIN STREET** ROMNEY, WV 26757-1894 304-822-4810

DATE PRINT	2007	RMS:OF:SALE	SHIPVIA		F.O.B.	FREIGHTTERMS
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# Request for Quotation

DBSM72249

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MICHAEL AUSTIN

MICHAEL AUSTIN 304-558-2316

RFQ:NUMBER:

SCHOOL FOR THE DEAF & BLIND RECEIVING DEPARTMENT

301 EAST MAIN STREET ROMNEY, WV 26757-1894 304-822-4810

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Hite Associates, Inc. P.O. Box 1273 Cumberland, Maryland 21501-1273

DATE PRINT	TED.	TER	MS:OF:SALE		SHIP VIA		F.O.B.		FREIGHTTERMS
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MICHAEL AUSTIN

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SCHOOL FOR THE DEAF & BLIND RECEIVING DEPARTMENT

**301 EAST MAIN STREET** ROMNEY, WV 26757-1894 304-822-4810

End Control Co

RFQ COPY TYPE NAME/ADDRESS HERE

Hite Associates, Inc. P.O. Box 1273 Cumberland, Maryland 21501-1273

DATE PRINTED TERMS OF SALE SHIP VIA

01/31/	****************	TERMS OF SALE	SHIP VIA	FO:B	FREIGHTTERMS
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Hite Associates, Inc.

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

Cumberland, Maryland 21501-1273

# Request for Quotation DBSM722

ADDRESS:CORRESPONDENCESTO/ATTENTION/OF

MICHAEL AUSTIN

304-558-2316

SCHOOL FOR THE DEAF & BLIND RECEIVING DEPARTMENT

ROMNEY, WV 26757-1894 304-822-4810

**301 EAST MAIN STREET** 

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TITLE Vice Pre	sident	FE	52-143	7805		ADDRESS	CHANGES	TO BE NOTED ABOVE



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RFQ:NUMBER

PAGE

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MICHAEL AUSTIN 304-558-2316

SCHOOL FOR THE DEAF & BLIND RECEIVING DEPARTMENT

301 EAST MAIN STREET ROMNEY, WV 26757-1894 304-822-4810

RFQ COPY TYPE NAME/ADDRESS HERE

Hite Associates, Inc. P.O. Box 1273 Cumberland, Maryland 21501-1273

DATE PRINTED: TERMS OF SALE SHIP VIA FREIGHT TERMS 01/31/2007 BID OPENING DATE: 02/28/2007 BID OPENING TIME 01:30PM LINE QUANTITY UOP ITEM NUMBER UNITPRICE AMOUNT 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 ALUMINUM 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. FOREIGN MADE ALUMINUM, GLASS OR STEEL PRODUCTS MAY BE ACCEPTED ONLY IF THE COST OF DOMESTIC PRODUCTS IS FOUND TO BE UNREASONABLE. SUCH COST IS UNREASONABLE IF IT I 20% OR MORE HIGHER THAN THE BID PRICE FOR FOREIGN MADE PRODUCTS. IF THE DOMESTIC ALUMINUM, GLASS OR STEEL PRODUCTS TO BE SUPPLIED OR PRODUCED IN A "SUBSTANTIAL LABOR SURPLUS AREA", AS DEFINED BY THE UNITED STATES DEPARTMENT OF LABOR, FOREIGN 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 BID DOMESTIC PRODUCTS, THE SPENDING OFFICE MAY REQUEST, IN WRITING, A REEVALUATION AND REDUCTION IN THE LOWEST BID FOR SUCH DOMESTIC PRODUCTS. ALL VENDORS MUST INDICATE IN THEIR BID IF THEY ARE SUPPLYING FOREIGN ALUMINUM, GLASS OR STEEL. SEE REVERSE SIDE FOR TERMS AND CONDITIONS: SIGNATURE (301) 729-0920 02/28/07 Randy S. Rice TITLE 52-1437805 ADDRESS CHANGES TO BE NOTED ABOVE Vice President



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Vice President

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SCHOOL FOR THE DEAF & BLIND

ROMNEY, WV 26757-1894 304-822-4810

RECEIVING DEPARTMENT **301 EAST MAIN STREET** 

DATE PRINTED ....TERMS:OF:SALE SHIP VIA FREIGHTTERMS 01/31/2007 BID OPENING DATE: 02/28/2007 BID OPENING TIME 01:30PM QUANTITY UOP LINE ITEM NUMBER UNIT PRICE AMOUNT REV. 3/88 EXHIBIT 9 NOTICE FOR ISSUANCE & ACKNOWLEDGEMENT OF CONSTRUCTION PROJECT ADDENDA THE ARCHITECT/ENGINEER AND/OR AGENCY SHALL BE REQUIRED TO ABIDE BY THE FOLLOWING SCHEDULE IN ISSUING CONSTRUCTION PROJECT ADDENDA FOR STATE AGENCIES: THE ARCHITECT/ENGINEER SHALL PREPARE THE ADDENDUM AND A LIST OF ALL PARTIES THAT HAVE PROCURED DRAWINGS AND SPECIFICATIONS FOR THE PROJECT. THE ADDENDUM AND LIST SHALL BE FORWARDED TO THE BUYER IN THE STATE PURCHASING DIVISION. THE ARCHITECT/ENGINEER SHALL ALSO SEND A COPY OF THE ADDENDUM TO THE STATE AGENCY FOR WHICH THE CONTRACT IS ISSUED. (2) THE BUYER SHALL SEND THE ADDENDUM TO ALL INTERESTED PARTIES AND, IF NECESSARY, EXTEND THE BID OPENING DATE. ANY ADDENDUM SHOULD BE RECEIVED BY THE BUYER WITHIN FOURTEEN (14) DAYS PRIOR TO THE BID OPENING DATE. (3) ALL ADDENDA SHOULD BE FORMALLY ACKNOWLEDGED BY ALL SUBMITTED TO BIDDERS AND THE STATE PURCHASING DIVISION. SAME RULES THE AND REGULATIONS THAT DRIGINAL BIDDING DOCUMENT APPLY TO THE SHALL ALSO APPLY TO AN ADDENDUM DOCUMENT. THE ONLY EXCEPTION MAY BE FOR AN ADDENDUM THAT IS ISSUED FOR THE SOLE PURPOSE OF CHANGING A BID OPENING TIME AND/OR DATE. REV. 11/96 SEE REVERSE SIDE FOR TERMS AND CONDITIONS SIGNATURE (301) 729-0920 02/28/07 Randy S. Rice FEIN ADDRESS CHANGES TO BE NOTED ABOVE 52-1437805



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TITLE Vice Pr	ident	FE	in 5	2-1437	805		AD	DRESS CHA	NGES	TO BE NOTED ABOVE



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DATE PRINTED TERMS OF SALE

Hite Associates, Inc. P.O. Box 1273 Cumberland, Maryland 21501-1273

DATE PRINTED 01/31/2007	TERMS OF SALE	SHIP VIA	FOB.	FREIGHTTERMS
BID OPENING DATE:	02/28/2007	BID OF	PENING TIME 01	:30PM
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FREIGHT TERMS

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TITLE Vice Pres	ident	<b>)</b>  FE	52 52	-14378	305			ADDRE	SS CHANG	ES TO BE	NOTED ABOVI	Ξ	



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DATE PRINTED: ....TERMS OF SALE SHIP VIA F.O.B. FREIGHT TERMS 01/31/2007 BID OPENING DATE: 02/28/2007 **BID OPENING TIME** 01:30PM LINE QUANTITY ITEM:NUMBER UNIT PRICE AMOUNT (301) 729-0163 PLEASE PRINT OR TYPE NAME OF PERSON TO CONTACT CONCERNING THIS QUOTE: Randy S. Rice See Page 13 THIS IS THE END OF RFQ DBSM72249 \*\*\*\*\* TOTAL: of Specs SEE REVERSE SIDE FOR TERMS AND CONDITIONS: SIGNATURE Randy S. Rice (301) 729-0920 02/28/07 FEIN

52-1437805



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Vice Presi	Ldent	FE	IN 52-1	437805					ADDRESS	CHANGES	TO BE NOTED ABOVE

### The West Virginia Schools for the Deaf and the Blind Blind School Building: New Roof Specifications

A. Special Conditions

1. Building Operations: This building will be in full operation during the course of this work. Contractor must keep the WVSDB's representative fully advised of work areas and sequence of construction. All removal work must be planned so that areas uncovered during the day are made water tight (permanent or temporary) before the close of work the same day. Absolutely NO exceptions to this will be permitted.

Project Supervision: The Contractor must appoint an Onsite Project Supervisor at the beginning of this project. This Supervisor can not be removed and replaced without

written permission of the WVSDB's representative.

3. Temporary Toilets: Use of WVSDB's toilet facilities will not be permitted. Contractor must supply portable type toilets for use by its crew.

4. Power and Water: WVSDB will supply one (1) 120 volt 20 amp power supply and one (1) garden hose type water supply for the contractors use. Cost for extension of same will be the responsibility of the Contractor.

5. Protection of Contractors Property: The Contractor is solely responsible for the

protection of his property against loss by theft or otherwise.

6. Storage of Materials: The Contractor shall make arrangements for storage of his equipment and materials in an area designated by the WVSDB representative.

- 7. Protection Against Weather: The Contractor shall carefully protect his work, materials and WVSDB property against damage or injury from weather. If any work, materials or any part of the building has been damaged by reason of failure or neglect, such materials and work shall be removed and replaced at the expense of the Contractor and to the satisfaction of the WVSDB representative.
- 8. Removal of Debris: The Contractor will clean up, daily, all refuse, rubbish, scrap materials and debris caused by or related to his operations, so that at all times, the jobsite is orderly and neat. Existing roof materials, removed, or debris from the new roofing materials shall be lowered from the roof by approved methods; materials can not be thrown off of the roof to the ground or dumpsters below.
- 9. Drainage System: The Contractor shall take care to see that the existing roof drainage system does not become blocked or plugged by debris, cuttings, cement, etc, during the course of this work, and at the conclusion of the work, will conduct tests as are deemed necessary to assure free flowing operation of the roof drainage system. Contractor must verify drains are open prior to beginning of work.

10. Existing Roof Mounted Equipment: Contractor is responsible for raising and resetting all roof mounted equipment, if required for new construction, in accordance with approved procedures. If the Contractor needs to disconnect any equipment then it is the responsibility of the Contractor to reconnect that equipment in accordance with approved methods.

11. Mandatory Prebid: Contractor must attend a mandatory prebid meeting as set forth elsewhere in this document. Contractor acknowledges by his bid he has visited the site, ascertained quantities of work, inspected existing construction conditions, conducted his own investigation and is fully aware of the extent and nature of all work to be performed under this contract.

12. Project Completion Date: Contractor acknowledges by his bid that this project must be completed by June 30, 2007 or in the number of working days specified in the pricing section of this document, whichever date comes first. Exception will be made for and the contract completion date extended for unusual periods of inclement weather. Contractor is to assume a maximum of six (6) inclement weather days per calendar month in his work schedule.

**B.** Technical Specifications

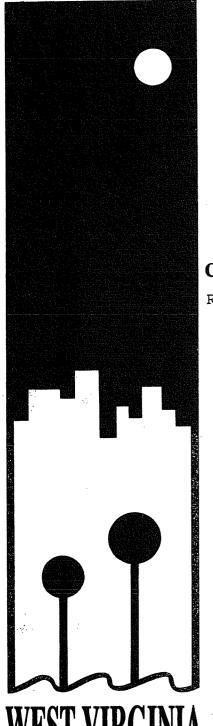
- 1. The Blind School Building has five (5) separate roof sections with an approximate total area of 18,116 square feet. Roof Section 1 (Auditorium Wing) is approximately 56'-2" by 105'-3", is covered by EPDM roofing over insulation on metal decking, has six (6) roof drains and numerous roof penetrations (vent pipes, ducts, and equipment curbs). Roof Section 2 (Classroom Wing) is approximately 64'-8" by 178'-0", is covered by EPDM roofing over insulation on concrete decking, has fourteen (14) roof drains and numerous roof penetrations (vent pipes, ducts and equipment curbs). Roof Sections 3 (Storage Area A/B) and 4 (Storage Area C/D) are approximately 12'-0" by 23'-8" each, is covered by built-up type roofing over insulation on metal decking and have one (1) roof drain each. Roof Section 5 (Elevator Shaft) is approximately 9'-7" by 13'-1", is covered by built-up type roofing over insulation on metal decking, has one (1) roof drain and one (1) roof hatch curb.
- 2. The existing Lightning Arrestor System is to be removed before the existing roof materials are removed; then reinstalled upon completion of the new roofing system. This work is to be completed by persons or subcontractors who are licensed by Underwriters Laboratory. Upon completion of the reinstallation the Contractor shall supply the WVSDB's representative with a Letter of Certification that the reinstalled system was completed to UL specifications.
- 3. Remove all existing roofing (built-up or EPDM), insulation, counter flashing, flashings and gravel stops to expose the supporting deck. Special care must be taken not to damage the decking or soffit panels. Any decking or soffit panels damaged by the Contractor's neglect shall be repair or replaced at his expense.
- 4. Broom clean all substrates before applying any new work.
- 5. Once the roof is removed, any deteriorated decking is to be reported to the WVSDB's representative immediately.
- 6. Remove all existing roof drains and retrofit the roof drain system with new roof drains, except for the roof drain on Roof Section 5 (Elevator Shaft). The new roof drains shall be complete from the dome strainer down to the hub and/or clamping collar connection to the existing drain pipe. The new roof drains shall be compatible with the new EPDM roof system and approved by its manufacturer. The roof drain on Roof Section 5 shall not be replaced; the existing drain pipe for this drain shall be capped below the roof deck with a pipe support added and anchored to the existing building wall. The resulting deck opening shall be covered with a new section of metal roof decking of similar design or 11 ga. painted flat metal; either patch may be welded or mechanically fastened to the existing deck.

- 7. All new roofing materials shall be received on site in original packages with identifying labels. All materials shall be kept dry at all times prior to use. Handle and store materials carefully to avoid damage prior to use.
- 8. Install two (2) layers of 1" polyisocyanurate roof insulation over the existing roof decking. Insulation shall have an inorganic fiberglass facer suitable for rubber roof insulation and shall comply with Federal Specification No. HH1972/2. Each layer of insulation shall have an R value of 6, for a total R value of 12. The insulation shall be attached by method(s) approved by the EPDM manufacturer and shall have the layer seams staggered.
- 9. Install a new .060" thick non-reinforced EPDM membrane roof fully adhered over the insulation; by method approved by the manufacturer. The EPDM membrane shall meet or exceed the minimum requirements set forth by ASTM D 4637, and CGSB 37-GP-52M, for Type I, Class A, non-reinforced EPDM single-ply roofing membranes.
- 10. Install wall and curb flashing utilizing new cured .060" thick EPDM membrane; install in accordance with the EPDM manufacturer's latest flashing details. Install aluminum counter flashing at wall terminations; apply silicone caulk joint where flashing meets the building walls. EPDM flashing shall be covered under the roofing warranty as a flashing endorsement.
- 11. Install new gravel stops, fabricated out of .040" thick aluminum, around the perimeter of all roof sections; terminate using good roofing practices approved by the EPDM manufacturer.
- 12. Special consideration shall be taken on Roof Section 5 (Elevator Shaft). Due to the elimination of the roof drain, this roof section shall be constructed with flashing and/or tapered insulation to divert the water to the east side of the section. On the east side of this section the Contractor shall install an aluminum gutter or scupper with flashing and a downspout to lower the water down to Roof Section 3 (Storage Area A/B).
- 13. Roof Warranty shall be fifteen (15) years with no penal sum guarantee from the EPDM roofing manufacturer. It shall include and cover all materials included in the roof assembly. In addition, Contractor shall provide a two (2) year Contractor's Warranty covering workmanship and installation of materials.

#### C. Pricing

Total Cost for new roof as describe herein	85,400.00
	be

Eighty-Five Thousand, Four Hundred Dollars & Zero Cents



# **CONTRACTOR LICENSE**

Authorized by the

West Virginia Contractor Licensing Board

Number:

WV013019

**Classification:** 

ROOFING

HITE ROOFING PO BOX 1273 CUMBERLAND, MD 21501-1273

**Date Issued** 

**Expiration Date** 

DECEMBER 11, 2006

DECEMBER 11, 2007

Authorized Company Signature

Chair, West Virginia Contractor Licensing Board

This license, or a copy thereof, must be posted in a conspicuous place at every construction site where work is being performed. This license number must appear in all advertisements, on all bid submissions and on all fully executed and binding contracts. This license cannot be assigned or transferred by licensee. Issued under provisions of West Virginia Code, Chapter 21, Article 11.

### THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

### **Bid Bond**

KNOW ALL MEN BY THESE PRESENTS, the Hite Associates Inc.	1at we (Here insert full name and address or legal title of Contractor)
P.O. Box 1273, Curberland MD 21502 as Principal, hereinafter called the Principal, and	
Travelers Casualty and Surety Company of America	(Here insert full name and address or legal title of Surety)
111 Schilling Rd., Hint Valley MD 21031	to of an area

a corporation duly organized under the laws of the State of Correcticut as Surety, hereinafter called the Surety, are held and firmly bound unto

State of West Virginia / Department of Administration (Here insert full name and address or legal title of Owner)

Purchasing Division 2019 Washington Street East / Post Office 50130 / Charleston, W 25305-0130 as Obligee, hereinafter called the Obligee, in the sum of

Five Percent of the Total Bid Amount Dollars (\$ ), for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for RFQ No. DBSM72249
Roof Repair & Construction
School for the Deaf & Blind, Romey, W

(Here insert full name, address and description of project)

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this	28th	day of	February	<b>XX</b> 2007
Kladian W. Mauxy (Witness)  W. Resident Agent Holl	ly Kidwell	Randy S. Rice	(Title) Vice Presidency Company (Surety) Attorney-in-Face	f America

AIA DOCUMENT A310 • BID BOND • AIA ® • FEBRUARY 1970 ED • THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 N.Y. AVE., N.W., WASHINGTON, D. C. 20006



#### POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
Seaboard Surety 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
United States Fidelity and Guaranty Company

Marie C. Tetreault, Notary Public

Attorney-In Fact No.

213307

Certificate No. 001220968

KNOW ALL MEN BY THESE PRESENTS: That Seaboard Surety Company is a corporation duly organized under the laws of the State of New York, that St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, that Farmington Casualty Company, Travelers Casualty and Surety Company, and Travelers Casualty and Surety Company of America are corporations duly organized under the laws of the State of Connecticut, that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, 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

Page T. Shanklin, Sr., H. Glenn Twigg, Jr., Michael A. Fetchero, Edward R. Seward, Lisbeth A. Joy, and Darren D. Norris

of the City of <u>Cumberland</u> each in their separate capacity if other writings obligatory in the contracts and executing or guara	more than one is named above, to nature thereof on behalf of the Co	to sign, execute, se Companies in their	al and acknowled business of gua	dge any and all b tranteeing the fid	onds, recognizand lelity of persons, p	es, conditional u	ndertakings and
IN WITNESS WHEREOF, the	meeting bonds and undertakings	MARITATION	ERAP	TED TO THE TENT OF	anowed by law.	14 <sup>th</sup>	
IN WITNESS WHEREOF, the day of November	Companies have caused this ins 2005	trument to be signe	ed and their corp	orate seals to be	hereto affixed, thi	S	
day of		The Market	M. M. Calle				
	Farmington Casualty Comp		TRIDIE.	St. Paul Gu	ardian Insurance	Company	
	Fidelity and Guaranty Insur				rcury Insurance		
	Fidelity and Guaranty Insui Seaboard Surety Company	rance Underwrite	rs, inc.		asualty and Sure asualty and Sure		America
	St. Paul Fire and Marine In	surance Company	y		es Fidelity and G		
1982	MCORPORATED STATES OF NEW YORK AND STATES OF	THE STANCE OF	SEALS	SEAL S	HARTFORD, CONN.	UNA SUMETI OF STATE O	ISBE IN ANSTO
State of Connecticut			Ву: _		Geny Ho	Rympun	
City of Hartford ss.				George	e W. Tijompson, Sen	or Vice President	
On this the 14 <sup>th</sup> to be the Senior Vice President Seaboard Surety Company, St. I		ny, Fidelity and C	Guaranty Insuran	ce Company, Fig		ty Insurance Und	lerwriters, Inc.,
Casualty and Surety Company, authorized so to do, executed the	Travelers Casualty and Surety C	ompany of Americ	ca, and United S	tates Fidelity and	d Guaranty Comp	any, and that he,	as such, being
In Witness Whereof, I hereunto	set my hand and official seal.	SE NOTABLE	_		Narie	c. Jetr	teault

58440-6-06 Printed in U.S.A.

My Commission expires the 30th day of June, 2011.

#### WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

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 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, 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 Assistant Vice President, any 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, Kori M. Johanson, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., Seaboard Surety 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 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

28th <sub>day</sub>

February

აი07

Kori M. Johanson Assistant Secretary





















To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.stpaultravelersbond.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.

### 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 owned is an amount greater than one thousand dollars in the aggregate

#### **DEFINITIONS:**

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

"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.

#### LICENSING:

Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agencies or political subdivision. Furthermore, the vendor must provide all necessary releases to obtain information to enable the Director or spending unit to verify that the vendor is licensed and in good standing with the above entities.

#### CONFIDENTIALITY:

The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures and rules. Vendors should visit www.state.wv.us/admin/purchase/privacy for the Notice of Agency Confidentiality Policies.

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

Vendor's Name: Hite Asso	ciates Inc.	,
Authorized Signature:	Date:	February 28, 2007
No Debt Affidavit (Revised 10/13/06)		