



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

Request for Quotation

RFQ NUMBER
BHS90018..

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
ROBERTA WAGNER 304-558-0067

VENDOR

Hite Roofing
~~Troy Dridge~~ Randy S. Rice
 PO Box 1273
 Cumberland, MD 21502

SHIP TO

HEALTH AND HUMAN RESOURCES
 OPERATIONS
 VARIOUS LOCALES AS INDICATED
 ON PURCHASE ORDER

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
06/09/2008				

BID OPENING DATE: 06/24/2008 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 1 1. QUESTIONS AND ANSWERS ATTACHED. 2. ADDENDUM ACKNOWLEDGEMENT IS ATTACHED. THIS DOCUMENT SHOULD BE SIGNED AND RETURNED WITH YOUR BID. FAILURE TO SIGN AND RETURN MAY RESULT IN DISQUALIFICATION OF YOUR BID. EXHIBIT 10 REQUISITION NO.: BHS90018 ADDENDUM ACKNOWLEDGEMENT I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC. ADDENDUM NO.'S: NO. 1 .XXXX. NO. 2 NO. 3 NO. 4 NO. 5 I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS. VENDOR MUST CLEARLY UNDERSTAND THAT ANY VERBAL REPRESENTATION MADE OR ASSUMED TO BE MADE DURING ANY						

RECEIVED
 2008 JUN 24 P 12:21
 PURCHASING DIVISION
 STATE OF WV

SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE	Randy S. Rice	TELEPHONE	(301) 729-0920
TITLE	Vice President	DATE	June 24, 2008
FEIN	52-1437805	ADDRESS CHANGES TO BE NOTED ABOVE	

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

**GENERAL TERMS & CONDITIONS
REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)**

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. All quotations are governed by the *West Virginia Code* and the *Legislative Rules* of the Purchasing Division.
4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125.00 registration fee.
5. All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the term of the Purchase Order/Contract, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
6. Payment may only be made after the delivery and acceptance of goods or services.
7. Interest may be paid for late payment in accordance with the *West Virginia Code*.
8. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
9. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
11. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
12. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, this Contract may be deemed null and void, and terminated without further order.
14. **HIPAA Business Associate Addendum** - The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Covered Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division.
2. **SPECIFICATIONS:** Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Complete all sections of the quotation form.
4. Unit prices shall prevail in cases of discrepancy.
5. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
6. **BID SUBMISSION:** All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications.

SIGNED BID TO:

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



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ADDRESS CORRESPONDENCE TO ATTENTION OF	ROBERTA WAGNER 804-558-0067
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RFQ COPY

TYPE NAME/ADDRESS HERE

VENDOR

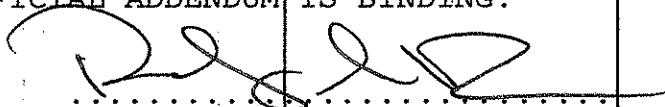
Hite Associates, Inc.
 P.O. Box 1273
 Cumberland, MD 21501-1273

SHIP TO

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ORAL DISCUSSION HELD BETWEEN VENDOR'S REPRESENTATIVES AND ANY STATE PERSONNEL IS NOT BINDING. ONLY THE INFORMATION ISSUED IN WRITING AND ADDED TO THE SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING.						
 SIGNATURE Hite Associates, Inc. COMPANY June 24, 2008 DATE						
REV. 11/96						
END OF ADDENDUM NO. 1						
0001	1	JB		770-93		
ROOF REPLACEMENT						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS					
SIGNATURE	Randy S. Rice	TELEPHONE	(301) 729-0920	DATE	June 24, 2008
TITLE	Vice President	FEIN	52-1437805	ADDRESS CHANGES TO BE NOTED ABOVE	

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LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
***** THIS IS THE END OF RFQ BHS90018 ***** TOTAL:						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE Randy S. Rice TELEPHONE (301) 729-0920 DATE June 24, 2008

TITLE Vice President FEIN 52-1437805 ADDRESS CHANGES TO BE NOTED ABOVE

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RFQ BHS90018
Eastridge Roof Prebid Addendum 1
06/04/08

Add to Section 3.3

Contractor shall also remove existing ballast from roof and dispose of off site.

Add to Section 3.7

Flashing shall be .040" aluminum with kynar finish.

Add to Section 3.9

One currently disconnected Trane condenser unit, Trane model CA-1008 shall be removed from the roof and disposed of legally. This unit is beyond repair and not worked for years.

Add Section 3.13

Contractor shall provide a price per square foot to replace damaged lightweight concrete decking.

Response to Vendor(s) Question(s)

Q: Is there any Asbestos removal required for Roof replacement for this RFQ?
A: No

SIGN IN SHEET

RFQ/RFP No. BHS90018

PLEASE PRINT

Date: 6/4/68

* PLEASE BE SURE TO PRINT LEGIBLY - IF POSSIBLE, LEAVE A BUSINESS CARD- RFQ/RFP # BHS90018

TELEPHONE & FAX NUMBERS

FIRM & REPRESENTATIVE NAME

MAILING ADDRESS

Company: <u>Mansuetto Roofing</u>	<u>116 wood Street</u>	PHONE <u>740-633-7320</u>
Rep: <u>Mark S Speirs</u>	<u>Martins Ferry, OH 43935</u>	TOLL FREE
Email Address: <u>mark@mansuettoroofing.com</u>		FAX <u>740-633-7322</u>
Company: <u>Hite Roofing</u>	<u>Po Box 1273 ^{6th} Cambridge Road 21502</u>	PHONE <u>301-729-0920</u>
Rep: <u>Tom Dadds</u>		TOLL FREE
Email Address: _____		FAX <u>301-729-0921</u>
Company: <u>TH State</u>	<u>Plym Red Rd</u>	PHONE <u>304-738-0502</u>
Rep: <u>Josh Becker</u>	<u>Ridgely WV</u>	TOLL FREE
Email Address: _____		FAX _____
Company: _____		PHONE _____
Rep: _____		TOLL FREE _____
Email Address: _____		FAX _____
Company: _____		PHONE _____
Rep: _____		TOLL FREE _____
Email Address: _____		FAX _____

Arrived at 11:07 & did not receive Pre bid information.

Travis Bridges
Superintendent

Hite ROOFING

P.O. Box 1273 • Cumberland, MD 21501-1273

INDUSTRIAL & COMMERCIAL ROOFING

Phone 301-729-0920 Fax 301-729-0921



WV License # WV005321

Mark Speirs
Estimator

Roofing and Sheet Metal Contractors
Free Estimates ▼ Specifications ▼ Roof Engineering

Second & Wood Streets ▼ Martins Ferry, Ohio 43935
740-633-7320 ▼ Cell 740-310-9033 ▼ FAX 740-633-7322
E-mail: Mark@mansuettoroofing.com



JEREMY M. SAUNDERS
SALES ENGINEER

ROOFING & SHEET METAL COMPANY
RT. 2, BOX 126E, PLUM RUN ROAD, RIDGELEY, WV (CUMBERLAND, MD) 26753
(304) 738-0502 FAX: (304) 738-0505
(540) 662-5882 (Winchester, VA)

jsaunders@tri-stateservice.com

CELLULAR PHONE: (240) 522-2777



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Hite Associates, Inc.
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 Cumberland, MD 21501-1273

HEALTH AND HUMAN RESOURCES
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<p>***** BID BOND REQUIRED WITH BID SUBMISSION. ***** MANDATORY PRE-BID MEETING WILL BE HELD ON 6/4/2008 AT 10:00 AM IN THE EASTRIDGE HEALTH SYSTEMS CONFERENCE ROOM LOCATED AT 235 SOUTH WATER STREET, MARTINSBURG, WV 25401. NO PERSON MAY REPRESENT MORE THAN ONE VENDOR. *****</p> <p>ROOF REPLACEMENT</p> <p>TO PROVIDE ALL LABOR, MATERIALS, EQUIPMENT, AND ANYTHING INCIDENTAL TO REPLACE THE EXISTING BALLASTED ROOFING SYSTEM WITH A FULLY ADHERED MEMBRANE ROOFING SYSTEM AT THE EASTRIDGE HEALTH SYSTEMS, AT 235 SOUTH WATER STREET, MARTINSBURG, WV 25401, PER THE ATTACHED SPECIFICATIONS.</p> <p>A MANDATORY VENDOR PREBID CONFERENCE IS SCHEDULED FOR JUNE 4, 2008 AT 10:00 AM IN THE EASTRIDGE HEALTH SYSTEMS CONFERENCE ROOM. FAILURE TO ATTEND THE MANDATORY PREBID CONFERENCE, WILL RESULT IN BID REJECTION.</p> <p>ALL WORK SHALL BE COMPLETED WITHIN 60 CALENDAR DAYS FROM THE APPROVED SHOP DRAWINGS. A NOTICE TO PROCEED WILL BE ISSUED INDICATING APPROVAL OF THE SHOP DRAWINGS.</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	Randy S. Rice	TELEPHONE	(301) 729-0920	DATE	June 24, 2008
TITLE	Vice President	FAX	52-1437805	ADDRESS CHANGES TO BE NOTED ABOVE	

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<p>INQUIRIES: WRITTEN QUESTIONS SHALL BE ACCEPTED THROUGH CLOSE OF BUSINESS ON 6/5/2008. QUESTIONS MAY BE SENT VIA USPS, FAX, COURIER OR E-MAIL. IN ORDER TO ASSURE NO VENDOR RECEIVES AN UNFAIR ADVANTAGE, NO SUBSTANTIVE QUESTIONS WILL BE ANSWERED ORALLY. IF POSSIBLE, E-MAIL QUESTIONS ARE PREFERRED. ADDRESS INQUIRIES TO:</p> <p>ROBERTA WAGNER DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25311</p> <p>FAX: 304-558-4115 E-MAIL: ROBERTA.A.WAGNER@WV.GOV</p> <p>EXHIBIT 5</p> <p>NOTICE TO PROCEED: THIS CONTRACT IS TO BE PERFORMED WITHIN 60 CALENDAR DAYS FROM THE APPROVAL OF THE SHOP DRAWINGS.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE MATERIALS OR WORKMANSHIP SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM WITH THE SPECIFICATIONS OF THE BID AND CONTRACT</p>						

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<p>HERE IN.</p> <p>WAGE RATES: THE CONTRACTOR OR SUBCONTRACTOR SHALL PAY THE HIGHER OF THE U.S. DEPARTMENT OF LABOR MINIMUM WAGE RATES AS ESTABLISHED FOR BERKELEY COUNTY, PURSUANT TO WEST VIRGINIA CODE 21-5A, ET, SEQ. (PREVAILING WAGE RATES APPLY TO THIS PROJECT)</p> <p>ARBITRATION: ANY REFERENCES MADE TO ARBITRATION OR INTEREST FOR PAYMENTS DUE (EXCEPT FOR ANY INTEREST REQUIRED BY STATE LAW) CONTAINED IN THIS CONTRACT OR IN ANY AMERICAN INSTITUTE OF ARCHITECTS DOCUMENTS PERTAINING TO THIS CONTRACT ARE HEREBY DELETED.</p> <p>WORKERS' COMPENSATION: VENDOR IS REQUIRED TO PROVIDE A CERTIFICATE FROM WORKERS' COMPENSATION IF SUCCESSFUL.</p> <p>ALL OF THE ITEMS CHECKED BELOW WILL BE A REQUIREMENT OF THIS CONTRACT:</p> <p>(XX) INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF COMMERCIAL GENERAL LIABILITY INSURANCE PRIOR TO ISSUANCE OF CONTRACT. UNLESS OTHERWISE SPECIFIED IN THE BID DOCUMENTS, THE MINIMUM AMOUNT OF INSURANCE COVERAGE REQUIRED IS \$250,000.</p> <p>() BUILDERS RISK INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF BUILDERS RISK - ALL RISK INSURANCE IN AN AMOUNT EQUAL TO 100% OF THE AMOUNT OF THE CONTRACT.</p> <p>(XX) BONDS: FIVE PERCENT (5%) OF THE TOTAL AMOUNT OF THE BID PAYABLE TO THE STATE OF WEST VIRGINIA, SHALL BE SUBMITTED WITH EACH BID AS A BID BOND. THE SUCCESSFUL 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</p>						

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<p>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 PERFORMANCE AND LABOR & MATERIAL BOND WILL ONLY BE ALLOWED FOR PROJECTS UNDER \$100,000. PERSONAL OR BUSINESS CHECKS ARE NOT ACCEPCTABLE IN LIEU OF THE 5% BID BOND, PERFORMANCE BOND, OR LABOR AND MATERIAL BOND.</p> <p>(XX) MAINTENANCE BOND: A TWO (2) YEAR MAINTENANCE BOND COVERING THE ROOFING SYSTEM WILL BE A REQUIREMENT OF THE SUCCESSFUL VENDOR.</p> <p>REV. 11/00</p> <p>EXHIBIT 7</p> <p>DOMESTIC ALUMINUM, GLASS & STEEL IN PUBLIC WORKS PROJECTS</p> <p>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.</p> <p>FOREIGN MADE ALUMINUM, GLASS OR STEEL PRODUCTS MAY BE</p>						

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<p>ACCEPTED ONLY IF THE COST OF DOMESTIC PRODUCTS IS FOUND TO BE UNREASONABLE. SUCH COST IS UNREASONABLE IF IT IS 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.</p> <p>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.</p> <p>REV. 3/88</p> <p>EXHIBIT 9</p> <p>NOTICE FOR ISSUANCE & ACKNOWLEDGEMENT OF CONSTRUCTION PROJECT ADDENDA</p> <p>THE ARCHITECT/ENGINEER AND/OR AGENCY SHALL BE REQUIRED TO ABIDE BY THE FOLLOWING SCHEDULE IN ISSUING CONSTRUCTION PROJECT ADDENDA FOR STATE AGENCIES:</p> <p>(1) 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</p>						

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<p>PURCHASING DIVISION. THE ARCHITECT/ENGINEER SHALL ALSO SEND A COPY OF THE ADDENDUM TO THE STATE AGENCY FOR WHICH THE CONTRACT IS ISSUED.</p> <p>(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.</p> <p>(3) ALL ADDENDA SHOULD BE FORMALLY ACKNOWLEDGED BY ALL BIDDERS AND SUBMITTED TO THE STATE PURCHASING DIVISION. THE SAME RULES AND REGULATIONS THAT APPLY TO THE ORIGINAL BIDDING DOCUMENT 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.</p> <p>REV. 11/96</p> <p>EXHIBIT 10</p> <p>ADDENDUM ACKNOWLEDGEMENT</p> <p>I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.</p> <p>ADDENDUM NOS.:</p> <p>NO. 1 06/09/2008</p> <p>NO. 2</p>						

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SIGNATURE Randy S. Rice TELEPHONE (301) 729-0920 DATE June 24, 2008

TITLE Vice President FEIN 52-1437805 ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



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

Request for Quotation

BFO NUMBER
 BHS90018

PAGE
 7

ADDRESS CORRESPONDENCE TO ATTENTION FOR
 ROBERTA WAGNER
 304-558-0067

RFQ COPY
 TYPE NAME/ADDRESS HERE

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

HEALTH AND HUMAN RESOURCES
 OPERATIONS
 VARIOUS LOCALES AS INDICATED
 ON PURCHASE ORDER

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
05/19/2008				
BID OPENING DATE: 06/24/2008		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
	NO. 3					
	NO. 4					
	NO. 5					
<p>I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF THE BIDS.</p> <p>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 OFFICIAL ADDENDUM IS BINDING.</p> <p>.....SIGNATURE</p> <p>Hite Associates, Inc.COMPANY</p> <p>..... June 24, 2008DATE</p> <p>REV. 11/96</p> <p>CONTRACTORS LICENSE</p> <p>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 CAPITOL COMELEX, BUILDING 3, ROOM 319, CHARLESTON, WV 25305. TELEPHONE: (304) 558-7890.</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE	Randy S. Rice	TELEPHONE	(301) 729-0920
TITLE Vice President		FEIN	52-1437805
		DATE June 24, 2008	
ADDRESS CHANGES TO BE NOTED ABOVE			

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BID OPENING DATE: 06/24/2008 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>WEST VIRGINIA STATE CODE 21-11-11 REQUIRES ANY PROSPECTIVE BIDDER TO INCLUDE THE CONTRACTORS LICENSE NUMBER ON THEIR BID.</p> <p>BIDDER TO COMPLETE:</p> <p>CONTRACTORS NAME: Hite Associates, Inc.</p> <p>CONTRACTORS LICENSE NO.: WV013019</p> <p>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FURNISH A COPY OF THEIR CONTRACTORS LICENSE PRIOR TO ISSUANCE OF A PURCHASE ORDER/CONTRACT</p> <p>APPLICABLE LAW</p> <p>THE WEST VIRGINIA STATE CODE, PURCHASING DIVISION RULE AND REGULATIONS, AND THE INFORMATION PROVIDED IN THE "REQUEST FOR QUOTATION" ISSUED BY THE PURCHASING DIVISION IS THE SOLE AUTHORITY GOVERNING THIS PROCUREMENT.</p> <p>ANY INFORMATION PROVIDED IN SPECIFICATION MANUALS, OR ANY OTHER SOURCE, VERBAL OR WRITTEN, WHICH CONTRADICTS OR ALTERS THE INFORMATION PROVIDED FROM THE SOURCES AS DESCRIBED IN THE ABOVE PARAGRAPH IS VOID AND OF NO EFFECT.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.</p> <p>REV. 1/2005</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	Randy S. Rice	TELEPHONE	(301) 729-0920	DATE	June 24, 2008
TITLE	Vice President	FAX	52-1437805	ADDRESS CHANGES TO BE NOTED ABOVE	

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



State of West Virginia
 Department of Administration
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Request for Quotation

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RFQ COPY
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Hite Associates, Inc.
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HEALTH AND HUMAN RESOURCES
 OPERATIONS
 VARIOUS LOCALES AS INDICATED
 ON PURCHASE ORDER

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
05/19/2008				

BID OPENING DATE: 06/24/2008 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
NOTICE						
A SIGNED BID MUST BE SUBMITTED TO:						
DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130						
PLEASE NOTE: A CONVENIENCE COPY WOULD BE APPRECIATED.						
THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:						
SEALED BID						
BUYER:-----RW/FILE 22-----						
REQ. NO.:-----BHS90018-----						
BID OPENING DATE:-----6/24/2008-----						
BID OPENING TIME:-----1:30 PM-----						
PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:						
----- (301) 729-0163 -----						
PLEASE PRINT OR TYPE NAME OF PERSON TO CONTACT CONCERNING THIS QUOTE:						
----- Randy S. Rice -----						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	Randy S. Rice	TELEPHONE (301) 729-0920	DATE June 24, 2008
TITLE Vice President	FEN 52-1437805	ADDRESS CHANGES TO BE NOTED ABOVE	

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RFQ COPY
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Hite Associates, Inc.
 P.O. Box 1273
 Cumberland, MD 21501-1273

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HEALTH AND HUMAN RESOURCES
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DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
05/19/2008				

BID OPENING DATE: 06/24/2008 BID OPENING TIME : 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
***** THIS IS THE END OF RFQ BHS90018 ***** TOTAL:						99,800.00
PER ADDENDUM #1 - REPLACE DAMAGED LIGHTWEIGHT CONCRETE DECKING						
				\$ 20.00 /SF		

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE 	Randy S. Rice	TELEPHONE (301) 729-0920	DATE June 24, 2008
TITLE Vice President	FEN 52-1437805	ADDRESS CHANGES TO BE NOTED ABOVE	

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

REQUEST FOR QUOTATION – BHS90018

I. GENERAL INFORMATION:

- 1.1 Request for Quotation to provide all labor, materials, equipment and anything incidental to replace the existing ballasted roofing system with a fully adhered membrane roofing system at the Eastridge Health Systems, 235 South Water Street, Martinsburg, WV 25401.
- 1.2 All work will be in compliance with the Fire Marshal regulations and all other building codes and industry standards. Final payment will be withheld if installed components are not in compliance, or any portion of this overall project is not 100% complete. The award will be made to the overall low bid that complies with the specifications.
- 1.3 "Will", "must", and "shall" listed herein this document denotes a mandatory requirement.

2. BIDDER REQUIREMENTS:

- 2.1 All qualified bidders, being familiar with and understanding the bidding documents and also having examined the site and being familiar with all local conditions affecting the project hereby propose to furnish all labor, material, equipment, supplies and to perform all work in accordance with the bidding documents within the time set forth below.
- 2.2 It is the bidder's responsibility to verify all field conditions and limitations prior to bidding. It is also the bidder's responsibility to notify the West Virginia Department of Health & Human Resources in writing, of conditions detrimental to proper and timely completion of the repair/upgrade. Do not proceed until nonconforming conditions have been corrected.
- 2.3 A mandatory vendor prebid conference is scheduled for 6/4/2008 at 10:00 AM in the Eastridge Health Systems Conference Room. Failure to attend the mandatory prebid conference will result in bid rejection. Please note that no one person may represent more than one vendor.

3. SCOPE OF WORK:

- 3.1 Minor deviations from the stated specifications not listed as mandatory (must, shall, or will) are acceptable to facilitate a competitive bid atmosphere, provided the intent of the Request for Quotation, the effectiveness of the system or the product manufacturer's warranty is not compromised.

- 3.2 Contractor shall not remove any more of the existing roofing than can be recovered by the new roof product by the end of each day's work. Any water damage occurring to the structure during the work shall be repaired at the contractor's expense.
- 3.3 Contractor shall remove existing EPDM roof and insulation; remove the existing slag roof and base sheet down to the lightweight concrete fill; remove loose membrane flashings; remove all debris from the roof and haul away to an approved landfill for legal disposal.
- 3.4 Contractor shall over the entire area, nail a base sheet to the existing lightweight concrete fill.
- 3.5 Contractor shall over the entire area, adhere a continuous layer of 1" isocyanurate roof insulation with manufacturer's approved cold applied adhesive.
- 3.6 Contractor shall over the new insulation, apply a 60 mil, fully adhered, EPDM rubber roof system.
- 3.7 Contractor shall at all walls and curbs, install membrane flashing. Mechanically attach the new flashing continuously along the top edge.
- 3.8 Contractor shall apply manufacturer approved flashing systems at all pipes, drains, metal drain boxes and other projections.
- 3.9 Contractor shall raise air conditioning units as necessary to apply the new roof underneath; re-set the units on new roof in accordance with approved procedures. Contractor shall disconnect all ductwork, gas and/or electrical lines, as necessary. Contractor shall reconnect all service lines.
- 3.10 Contractor shall furnish and install walk pads around all serviceable roof top equipment.
- 3.11 Contractor shall perform all work in strict accordance with the manufacturer's printed specifications.
- 3.12 Contractor shall, upon completion, furnish manufacturer's written warranty for labor and material for a minimum of 15 years.

4. INSPECTION:

- 4.1 Contractor shall inspect existing conditions governing this work during pre-bid site inspection to determine conditions and extent of work required. No allowance will be made subsequently on behalf of the contractor for any error or negligence on his part in connection with this requirement.

- 4.2 The Contractor shall inspect all elements subject to movement or damage prior to commencing work.

5. SHOP DRAWINGS:

- 5.1 Contractor shall provide shop drawings to owner for approval specifying products and installation methods for the scope of work as defined in Section 3. A notice to proceed will be issued indicating approval of the shop drawings.

6. TEMPORARY FACILITIES:

- 6.1 The Owner will provide normal electrical supply from the currently installed electrical system in the building for the use of the contractor. However, the Owner provides no guarantee or warranty as to the systems condition or capabilities. The Contractor shall assure himself that the electrical system is adequate for his requirements or supply additional temporary electrical power at his own expense.
- 6.2 Any damage to the electrical system resulting from misuse or abuse to the existing electrical system shall be repaired or replaced by the contractor at no expense to the owner.

7. COORDINATION OF WORK:

- 7.1 The Contractor shall coordinate with the Project Manager for the proper relation of the work to the building structure and to the employees therein. In the event of conflict the Project Manager shall prevail.
- 7.2 The Contractor shall take all necessary precautions to protect the interior of the building from debris, dust or any residue occurring from the scope of work.
- 7.3 The Contractor shall provide the Owner with a schedule of work seven calendar days prior to the start of the work. The Owner shall be notified of any variances to the work schedule two (2) working days prior to the change.

8. WARRANTY: (GUARANTEE)

- 8.1 The Contractor shall warrant to the Owner all materials and equipment will be new, and that all work will be of good quality, free from faults and defects in conformance with the contract documents. All work not conforming to these requirements may be considered defective.

- 8.2 All materials and equipment shall be of current year production of manufacturer and manufactured for commercial usage. The roofing system shall have a non-prorated, fifteen (15) year full system warranty on materials and labor certified by the manufacturer.

9. PERMITS:

- 9.1 The Contractor shall secure and pay for the building permit and for all other permits, governmental fees and licenses which are necessary for the proper execution and completion of the work as specified.

10. CLEAN UP:

- 10.1 The Contractor shall keep the work area as clean as possible during the entire progress of work, and shall be responsible to remove from the site, the packaging materials from his products and other debris as it accumulates. All items of equipment that are removed to allow the installation of new items will become the property of the contractor to dispose of at a landfill or location authorized to accept the items as waste or recycled parts.

11. WAGE RATES:

- 11.1 The Contractor and any sub-contractors shall pay the higher of the U.S. Department of Labor Minimum wage rates or of the West Virginia Department of Labor wage rates as established for **BERKELEY COUNTY** pursuant to West Virginia Code 21-5-1, et seq. West Virginia Department of Labor Wage Rates are available at website:
<http://www.wvsos.com/adlaw/wagerates/building06.htm>

12. PAYMENT SCHEDULE:

- 12.1 Due to the size and complexity of the project, two progress payments will be permitted, at 50% completion as determined by the Owner, the Contractor may submit an invoice for payment in the amount of 50% of the Purchase Order amount. The remaining balance will be paid at 100% completion and certification by the roofing manufacturer.
- 12.2 The Owner reserves the right to refuse payment in the event the completed work is not in accordance with industry standards or sub-standard in any way, or, if the amount requested is not within the agreed upon terms of the contract.

13. TERM OF WORK:

- 13.1 All work shall be complete within 60 calendar days from the approval of

the shop drawings.

14. DELAYS AND EXTENSION OF TIME:

- 14.1 If the Contractor is delayed at any time in the progress of the work by any act or neglect of the Owner or by any employee of the Owner, or by any separate contractor employed by the Owner, or by changes in the work, or by labor disputes, fire, unusual delay in transportation, adverse weather conditions not reasonably anticipated, unavoidable casualties, or any other cause which the Owner determines may justify the delay, then the contract time may be extended by written approval of the Owner.

15. TOOLS AND EQUIPMENT STORAGE:

- 15.1 Contractor may set a trailer or temporary storage building on the site for all equipment and tools. The Contractor is responsible for his tools, equipment and materials.

16. SAFETY EQUIPMENT:

- 16.1 The Contractor shall provide safety barriers around work areas where heavy equipment may be in operation when placing materials in the building or as required by OSHA.

17. DAMAGES:

- 17.1 Any damages occurring to the building or property resulting from the contractor's performance of this work shall be the responsibility of the contractor to repair at his expense, either by using his own forces or that of an approved sub-contractor. The repair method and finished product will be subject to the approval of the owner.

18. SCHEDULE OF BID RESPONSES:

- 18.1 Bidders shall submit one lump-sum bid for all the work under all the terms and conditions as described herein.
- 18.2 Bidder shall sign a WV-96 Agreement Addendum to remove any conflicts in terms and conditions of the vendor's warranty.
- 18.3 Before the Purchase Order is processed, the successful bidder must provide a valid copy of their Business and Contractor licenses.

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:

"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.

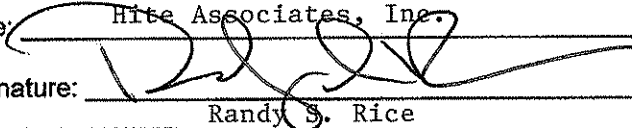
"Debtor" means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions. "Political subdivision" means any county commission; municipality; county board of education; any instrumentality 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 exceeds 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 Associates, Inc.
 Authorized Signature:  Date: June 24, 2008
 Randy S. Rice

AGREEMENT ADDENDUM

In the event of conflict between this addendum and the agreement, this addendum shall control:

1. **DISPUTES** - Any references in the agreement to arbitration or to the jurisdiction of any court are hereby deleted. Disputes arising out of the agreement shall be presented to the West Virginia Court of Claims.
2. **HOLD HARMLESS** - Any clause requiring the Agency to indemnify or hold harmless any party is hereby deleted in its entirety.
3. **GOVERNING LAW** - The agreement shall be governed by the laws of the State of West Virginia. This provision replaces any references to any other State's governing law.
4. **TAXES** - Provisions in the agreement requiring the Agency to pay taxes are deleted. As a State entity, the Agency is exempt from Federal, State, and local taxes and will not pay taxes for any Vendor including individuals, nor will the Agency file any tax returns or reports on behalf of Vendor or any other party.
5. **PAYMENT** - Any references to prepayment are deleted. Payment will be in arrears.
6. **INTEREST** - Should the agreement include a provision for interest on late payments, the Agency agrees to pay the maximum legal rate under West Virginia law. All other references to interest or late charges are deleted.
7. **RECoupMENT** - Any language in the agreement waiving the Agency's right to set-off, counterclaim, recoupment, or other defense is hereby deleted.
8. **FISCAL YEAR FUNDING** - Service performed under the agreement may be continued in succeeding fiscal years for the term of the agreement, contingent upon funds being appropriated by the Legislature or otherwise being available for this service. In the event funds are not appropriated or otherwise available for this service, the agreement shall terminate without penalty on June 30. After that date, the agreement becomes of no effect and is null and void. However, the Agency agrees to use its best efforts to have the amounts contemplated under the agreement included in its budget. Non-appropriation or non-funding shall not be considered an event of default.
9. **STATUTE OF LIMITATION** - Any clauses limiting the time in which the Agency may bring suit against the Vendor, lessor, individual, or any other party are deleted.
10. **SIMILAR SERVICES** - Any provisions limiting the Agency's right to obtain similar services or equipment in the event of default or non-funding during the term of the agreement are hereby deleted.
11. **ATTORNEY FEES** - The Agency recognizes an obligation to pay attorney's fees or costs only when assessed by a court of competent jurisdiction. Any other provision is invalid and considered null and void.
12. **ASSIGNMENT** - Notwithstanding any clause to the contrary, the Agency reserves the right to assign the agreement to another State of West Virginia agency, board or commission upon thirty (30) days written notice to the Vendor and Vendor shall obtain the written consent of Agency prior to assigning the agreement.
13. **LIMITATION OF LIABILITY** - The Agency, as a State entity, cannot agree to assume the potential liability of a Vendor. Accordingly, any provision limiting the Vendor's liability for direct damages to a certain dollar amount or to the amount of the agreement is hereby deleted. Limitations on special, incidental or consequential damages are acceptable. In addition, any limitation is null and void to the extent that it precludes any action for injury to persons or for damages to personal property.
14. **RIGHT TO TERMINATE** - Agency shall have the right to terminate the agreement upon thirty (30) days written notice to Vendor. Agency agrees to pay Vendor for services rendered or goods received prior to the effective date of termination.
15. **TERMINATION CHARGES** - Any provision requiring the Agency to pay a fixed amount or liquidated damages upon termination of the agreement is hereby deleted. The Agency may only agree to reimburse a Vendor for actual costs incurred or losses sustained during the current fiscal year due to wrongful termination by the Agency prior to the end of any current agreement term.
16. **RENEWAL** - Any reference to automatic renewal is hereby deleted. The agreement may be renewed only upon mutual written agreement of the parties.
17. **INSURANCE** - Any provision requiring the Agency to insure equipment or property of any kind and name the Vendor as beneficiary or as an additional insured is hereby deleted.
18. **RIGHT TO NOTICE** - Any provision for repossession of equipment without notice is hereby deleted. However, the Agency does recognize a right of repossession with notice.
19. **ACCELERATION** - Any reference to acceleration of payments in the event of default or non-funding is hereby deleted.
20. **CONFIDENTIALITY** - Any provision regarding confidentiality of the terms and conditions of the agreement is hereby deleted. State contracts are public records under the West Virginia Freedom of Information Act.
21. **AMENDMENTS** - All amendments, modifications, alterations or changes to the agreement shall be in writing and signed by both parties. No amendment, modification, alteration or change may be made to this addendum without the express written approval of the Purchasing Division and the Attorney General.

ACCEPTED BY:

STATE OF WEST VIRGINIA

Spending Unit: _____

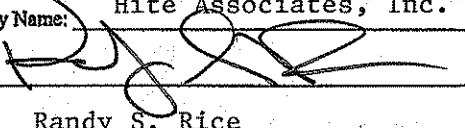
Signed: _____

Title: _____

Date: _____

VENDOR

Company Name: Hite Associates, Inc.

Signed: 

Title: Randy S. Rice

Date: June 24, 2008

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, 2007

DECEMBER 11, 2008



Authorized Company Signature



Chair, West Virginia Contractor
Licensing Board



**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.

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Hite Associates, Inc.
of Cumberland, Maryland, as Principal, and Fidelity & Deposit Company of
Maryland of Baltimore, Maryland, a corporation organized and existing under the laws of the State of Maryland
with its principal office in the City of Baltimore, MD, as Surety, are held and firmly bound unto the State
of West Virginia, as Obligee, in the penal sum of 5% of the Total Bid Amt(\$ _____) 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
Replacement of existing Ballasted Roofing System with a Fully Adhered Membrane
Roofing System at the Eastridge Health Systems, 235 South Water Street,
Martinsburg, WV 25401

NOW THEREFORE,

- (a) If said bid shall be rejected, or
- (b) If said bid shall be accepted and the Principal shall enter into a contract in accordance with the bid or proposal attached hereto and shall furnish any other bonds and insurance required by the bid or proposal, and shall in all other respects perform the agreement created by the acceptance of said bid, then this obligation shall be null and void, otherwise this obligation shall remain in full force and effect. It is expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for the value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Obligee may accept such bid, and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, Principal and Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be affixed hereunto and these presents to be signed by their proper officers, this
24th day of June, 2008

Principal Corporate Seal

Hite Associates, Inc.
(Name of Principal)
By [Signature]
(Must be President or Vice President)
Randy S. Rice, Vice President
(Title)

Surety Corporate Seal

Fidelity & Deposit Company of Maryland
(Name of Surety)
[Signature]
Attorney-in-Fact Page 1. Shanklin

[Signature]
WV Countersigned Holly Kidwell

IMPORTANT - Surety executing bonds must be licensed in West Virginia to transact surety insurance. Raised corporate seals must be affixed, a power of attorney must be attached.

Power of Attorney
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, by WILLIAM J. MILLS, Vice President, and GERALD F. HALEY, Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Company, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, does hereby nominate, constitute and appoint **Page T. SHANKLIN, H. Glenn TWIGG, Craig E. WENGERD, Jay A. BATESON and Michael FETCHERO, all of Cumberland, Maryland, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed, **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore, Md., in their own proper persons. This power of attorney revokes that issued on behalf of Page T. SHANKLIN, H. Glenn TWIGG, Craig E. WENGERD, Jay A. BATESON, dated February 14, 2007.

The said Assistant Secretary does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article VI, Section 2, of the By-Laws of said Company, and is now in force.

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seal of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 6th day of September, A.D. 2007.

ATTEST:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND



Gerald F. Haley

Gerald F. Haley Assistant Secretary

William J. Mills

By:

William J. Mills

Vice President

State of Maryland }
City of Baltimore } ss:

On this 6th day of September, A.D. 2007, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, came WILLIAM J. MILLS, Vice President, and GERALD F. HALEY, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself deposed and saith, that they are the said officers of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and that the said Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



Maria D. Adamski

Maria D. Adamski

Notary Public

My Commission Expires: July 8, 2011

EXTRACT FROM BY-LAWS OF FIDELITY AND DEPOSIT COMPANY OF MARYLAND

"Article VI, Section 2. The Chairman of the Board, or the President, or any Executive Vice-President, or any of the Senior Vice-Presidents or Vice-Presidents specially authorized so to do by the Board of Directors or by the Executive Committee, shall have power, by and with the concurrence of the Secretary or any one of the Assistant Secretaries, to appoint Resident Vice-Presidents, Assistant Vice-Presidents and Attorneys-in-Fact as the business of the Company may require, or to authorize any person or persons to execute on behalf of the Company any bonds, undertakings, recognizances, stipulations, policies, contracts, agreements, deeds, and releases and assignments of judgements, decrees, mortgages and instruments in the nature of mortgages,...and to affix the seal of the Company thereto."

CERTIFICATE

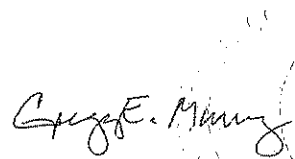
I, the undersigned, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that the Vice-President who executed the said Power of Attorney was one of the additional Vice-Presidents specially authorized by the Board of Directors to appoint any Attorney-in-Fact as provided in Article VI, Section 2, of the By-Laws of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed."

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said Company,

this 24th day of June, 2008.


Assistant Secretary