



State of West Virginia

RFQ EBA211

Submitted by
Ed Deetscreek
Sales Engineer
Stainless LLC

15 June 2009

RECEIVED

2009 JUN 16 A 10:33

PURCHASING DIVISION
STATE OF WV



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
EBA211

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
SHELLY MURRAY
304-558-8801

VENDOR
 *709005854 215-631-1323
STAINLESS LLC
 1140 WELSH ROAD STE 250
 NORTH WALES PA 19454

SHIP TO
EDUCATIONAL BROADCASTING
AUTHORITY
 600 CAPITOL STREET
CHARLESTON, WV
 25301-1223 304-558-3400

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
05/21/2009				

BID OPENING DATE: **06/16/2009** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		968-15		
<p>THE WEST VIRGINIA PURCHASING DIVISION, FOR THE AGENCY, THE WEST VIRGINIA EDUCATIONAL BROADCASTING AUTHORITY, IS SOLICITING BIDS FOR THE REMOVAL OF AN EXISTING ANALOG CHANNEL 9 TOP MOUNT ANTENNA AND TRANSMISSION LINE AND TO PURCHASE AND INSTALL A TOP MOUNT DIGITAL CHANNEL 10 BROADCAST TELEVISION ANTENNA AND 3 1/8 EIA FLANGED TRANSMISSION LINE PER THE ATTACHED SPECIFICATIONS.</p> <p>ANTENNA TOWER CONSTRUCTION</p> <p>EXHIBIT 5</p> <p>WEST VIRGINIA CODE 21-1D-5 PROVIDES THAT: ANY SOLICITATION FOR A PUBLIC IMPROVEMENT CONSTRUCTION CONTRACT REQUIRES EACH VENDOR THAT SUBMITS A BID FOR THE WORK TO SUBMIT AT THE SAME TIME AN AFFIDAVIT OF COMPLIANCE WITH THE BID. THE ENCLOSED DRUG-FREE WORKPLACE AFFIDAVIT MUST BE SIGNED AND SUBMITTED WITH THE BID AS EVIDENCE OF THE VENDOR'S COMPLIANCE WITH THE PROVISIONS OF ARTICLE 1D, CHAPTER 21 OF THE WEST VIRGINIA CODE. FAILURE TO SUBMIT THE SIGNED DRUG-FREE WORKPLACE AFFIDAVIT WITH THE BID SHALL RESULT IN DISQUALIFICATION OF SUCH BID.</p> <p>NOTICE TO PROCEED: THIS CONTRACT IS TO BE PERFORMED WITHIN 180 CALENDAR DAYS AFTER THE NOTICE TO PROCEED IS RECEIVED. UNLESS OTHERWISE SPECIFIED, THE FULLY EXECUTED PURCHASE ORDER WILL BE CONSIDERED NOTICE TO PROCEED.</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE *Ed DeLoach* TELEPHONE **(215) 631-1323** DATE **6/15/09**

TITLE **SALES ENGINEER** FEIN **201061945** 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 fee.
5. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, 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, the State may deem this contract null and void, and terminate such contract 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 Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
15. **WEST VIRGINIA ALCOHOL & DRUG-FREE WORKPLACE ACT:** If this Contract constitutes a public improvement construction contract as set forth in Article 1D, Chapter 21 of the West Virginia Code ("The West Virginia Alcohol and Drug-Free Workplace Act"), then the following language shall hereby become part of this Contract: "The contractor and its subcontractors shall implement and maintain a written drug-free workplace policy in compliance with the West Virginia Alcohol and Drug-Free Workplace Act, as set forth in Article 1D, Chapter 21 of the West Virginia Code. The contractor and its subcontractors shall provide a sworn statement in writing, under the penalties of perjury, that they maintain a valid drug-free work place policy in compliance with the West Virginia and Drug-Free Workplace Act. It is understood and agreed that this Contract shall be cancelled by the awarding authority if the Contractor: 1) Fails to implement its drug-free workplace policy; 2) Fails to provide information regarding implementation of the contractor's drug-free workplace policy at the request of the public authority; or 3) Provides to the public authority false information regarding the contractor's drug-free workplace policy."

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 case 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. Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130



State of West Virginia
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<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 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 FAYETTE 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>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	Ed [Signature]	TELEPHONE	(215) 631-1323	DATE	6/15/09
TITLE	SALES ENGINEER	FEIN	201061945	ADDRESS CHANGES TO BE NOTED ABOVE	

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<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 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 ACCEPCTABLE IN LIEU OF THE 5% BID BOND, PERFORMANCE BOND, OR LABOR AND MATERIAL BOND.</p> <p>() 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</p>						

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<p>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 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>						

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SIGNATURE <i>Ed Deetman</i>	TELEPHONE (215) 631-1323	DATE 6/15/09
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<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 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>						

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NO. 1					
NO. 2					
NO. 3					
NO. 4					
NO. 5					
<p>I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF TH 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><i>Ed Deatman</i>SIGNATURE</p> <p>STAINLESS LLCCOMPANY</p> <p>6/15/09DATE</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</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE *Ed Deatman* TELEPHONE **(215) 631-1323** DATE **6/15/09**

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<p>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 COMPLEX, BUILDING 3, ROOM 319, CHARLESTON, WV 25305. TELEPHONE: (304) 558-7890.</p> <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: STAINLESS LLC/DOTY MOORE TOWER SERVICES LLC</p> <p>CONTRACTORS LICENSE NO.: WV036376</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 style="text-align: center;">APPLICABLE LAW</p> <p>THE WEST VIRGINIA STATE CODE, PURCHASING DIVISION RULES 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, THE STATE MAY DEEM THE</p>						

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SIGNATURE <i>Ed Doty</i>	TELEPHONE (215) 631-1323	DATE 6/15/09
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CONCERNING THIS QUOTE: ED DEETSCREEK						
***** THIS IS THE END OF RFQ EBA211 ***** TOTAL:						\$594,149.00

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*Shelly Murray, Buyer
State of West Virginia, Dept. of Administration
2019 Washington Street East
P.O. Box 50130
Charleston, WV 25305-0130
Phone: 304-558-8801*

Proposal Number P09_3068_001_RevA

*Your Stainless Contact is:
Ed Deetscreek
1140 Welsh Road, Suite 250
North Wales, PA 19454
Phone: 215-631-1323
Fax: 215-631-1425
Ed.Deetscreek@Stainlessllc.com*

We Rise To Challenges Everyday

(Quotation valid 60 Days from Proposal Date)
All proposals are subject to final review and acceptance by Stainless, LLC



June 15, 2009

Shelly Murray, Buyer
State of WV, Department of Administration
2019 Washington Street East
P.O. Box 50130
Charleston, WV 25305-0130

Re: Proposal # P09_3068_001_RevA
Existing 378 ft. Stainless G-5 Tower
Location: Beckley, WV

Dear Shelly,

Stainless LLC is pleased to submit the following proposal for antenna and line removal and also antenna and line supply and install on your tower located at Beckley, WV as per your RFQ document EBA211.

Our contractor's License number for the State of West Virginia is WV036376 and expires on 3/29/2010. For this proposal we have not included any additional support steel for the new line install as the plan is to punch holes in the existing clip angles to accept the new line.

Should you have any questions regarding this proposal or need further information at this time, please don't hesitate to contact me at 215-631-1323.

Sincerely,
Stainless LLC

Ed Deetscreek
Sales Engineer

Attachment



PROPOSAL: EXHIBIT "A"

State of WV, Department of Administration
2019 Washington Street East
P.O. Box 50130
Charleston, WV 25305-0130
Attention: Shelly Murray

Lot 1. Materials Supplied will include the following:

- a. Dielectric THV-6A 10-R 3C140 Ch. 10 top mount antenna with galvanized steel pole and all material called out in Dielectric Quote number 2006379 (a copy accompanies this proposal)

Lot 2. Services will include installation of the items in Lot 1. Complete services are as follows:

- a. Mobilization
- b. Off load material and equipment
- c. Inventory Material
- d. Set up site and rig tower
- e. Install and jump gin pole
- f. Remove top mounted strobe and disconnect cable for reuse
- g. Remove Existing TW-15A9-R antenna and store on site (106' long and 9.6 tons)
- h. Remove existing 6 1/8" line approx. 400', stack and store on site
- i. Punch existing clip angles to accept 3 1/8"
- j. Install new 3 1/8" line approx. 400'
- k. Install new top mounted THV-6A10-R 3C140 D10 antenna, support pole, wedding cake adapter and elbow complex. Pole is 42' long and approx 8,000 #'s with a 4' wedding cake adapter on top. Antenna is 40.1 ' long and 10,200 #'s
- l. Reinstall strobe light
- m. Lower and remove gin pole
- n. Perform Inspection of work completed, Clean up punch list and Document
- o. Down Rig and Clean up Site
- p. De-Mobilize

Notes:

1. All removed material to be neatly stacked on site for customer removal
2. Recommend structural analysis to support change.
3. Proposal assumes no power lines, utilities or standing water will interfere with installation of proposed materials.
4. Proposal includes transmission line routing but no additional steel material for line support.
5. Assumes mount for new support pole matches existing tower top.
6. Pricing includes final inspection/written report.
7. Pricing includes placing temporary strobe on tower top when existing top beacon is disabled.

PRICE FOR ALL SERVICES..... \$ 594,149.00



PAYMENT TERMS:

40% due with signed Contract/Purchase Order (Down Payment)
40% payment due upon crew arrival to Customer's site
Final Balance invoiced upon job completion

GENERAL NOTES:

1. This proposal is for labor as stated. Any additional work to be performed will be quoted on a cost plus or fixed price basis.
2. All work to be completed during daylight hours.
3. Price shown is f.o.b. tower site.
4. Power reduction on some antennas, as well as down time, should be expected during tower modifications.
5. Assumes no RF protective clothing is required.
6. Assumes service crews have full access to Customer's site and tower.
7. Erection is based on normal site access to base and guy anchors by two-wheel drive construction vehicles and the use of erection procedures and methods that have been employed in the industry for the last 50 years. Any conditions that alter or modify those conditions shall be cause for re-negotiation. A level, cleared area at the tower base for tower assembly and crane operation will be required.
8. Customer hereby agrees and acknowledges that Stainless LLC shall have no liability whatsoever to Customer or to others for any work or services performed by any persons other than Stainless LLC in connection with the implementation of any structural changes or modifications recommended by Stainless LLC.
9. **TAXES:** Seller's price do not include sales, use, excise of any other Federal, State or Municipal taxes that under applicable law Seller may legally collect from Buyer. Consequently, in addition to the prices specified herein, the amount of any present or future sales, use, excise or other tax applied directly to the products sold or the sale there under shall be paid by the Buyer where permitted under applicable law or in lieu thereof, the Buyer shall provide a tax exemption certificate acceptable to the taxing authorities.

Presented by:
Stainless LLC

Ed Deetscreek
Sales Engineer

Accepted by:
State of WV

Shelly Murray, Buyer
Or Authorized Representative

All agreements are subject to General Notes above and Stainless LLC Construction Agreement

CONSTRUCTION AGREEMENT

This TOWER CONSTRUCTION AGREEMENT (this "Agreement") is made this _____ of _____, 20__ (the "Effective Date"), by and between the State of West Virginia ("Customer") and Stainless LLC ("Contractor").

Recitals

A. Customer wishes to retain the services of the Contractor for the purpose of tower construction at the Customer's tower facility as further set forth in this Agreement; and

B. Contractor wishes to provide such services to Customer and Customer wishes to engage Contractor, pursuant to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree to the following terms and conditions:

Section 1: Definitions

In addition to the terms defined elsewhere in this Agreement, the following terms have the meanings set forth below:

"Purchase Order" means a Customer purchase order relating to the subject matter of this Agreement agreed to in writing by Contractor.

"Scope of Work" means the Scope of Work attached hereto, and by this reference incorporated herein, as signed by Customer and Contractor, as may be amended from time to time in accordance with this Agreement.

"Work" means the construction and services required by this Agreement, whether completed or partially completed, and includes, without limitation, all equipment, material, and labor provided or to be provided by Contractor under this Agreement.

Section 2: Scope of Work

2.1 Scope of Work

Contractor shall provide equipment, materials and qualified, experienced employees, professionals and others necessary for the performance of the Work described in the Scope of Work. Contractor reserves the right to make reasonable substitutions of labor or materials that are deemed necessary to facilitate the completion of the Work. Any substitutions that increase the cost to Customer require Customer's written consent by means of a Change Order executed in accordance with Section 2.2.

2.2 Change Orders.

(A) Change in Work. Contractor and Customer contemplate the possibility that changes in the Work may be required. Any such change shall be done by way of a Change Order ("Change Order") specifically detailing the proposed change in the Work. Such changes may require an adjustment to the Contract Price to reflect the cost incurred or saved plus a reasonable profit allocable to the work performed, if applicable, or to the Contractor's time for performance hereunder, or both. Such adjustments shall be included in the Change Order to which the adjustments relate.

(B) Additional Work. From time to time, Customer may request that Contractor perform work in addition to the Work contained in the Scope of Work. Each time that Customer requests Contractor to perform services which Contractor, in its reasonable discretion after consultation with Customer, deems to be such additional work, the Customer shall deliver to Contractor a written request describing in detail the requested additional work, and Contractor then shall prepare a Change Order for such work ("Additional Work") and deliver such proposed Change Order to Customer. Additional Work shall be performed on a time and materials basis at Contractor's then standard rates.

(C) Acceptance and Effectiveness of Change Orders. The Customer shall, within ten (10) days after Customer's receipt of the proposed Change Order, notify Contractor whether Customer accepts such Change Order. If the Customer does not accept the proposed Change Order, or does not respond within the aforementioned ten (10) days, Contractor shall have no obligation to perform the Additional Work or change in the Work described in the proposed Change Order and Customer shall not have any obligation to pay Contractor for such work. Change Orders shall be effective only if in writing and signed by both parties, and when effective shall be deemed an amendment to the Scope of Work and shall be subject to the terms and conditions of this Agreement.

2.3 Order of Precedence. The parties hereby agree that in the event of any conflict between or among the terms of two or more of this Agreement, Scope of Work or Purchase Order, the order of precedence shall be this Agreement, Scope of Work and then Purchase Order; provided, however, a specified term in the Scope of Work or Purchase Order that expressly indicates that it supersedes a specific term of this Agreement, which term of this Agreement must be identified with particularity (*i.e.*, by Section), shall take precedence.

Section 3: Payment and Fees

3.1 Compensation and Payment Schedule. Customer shall compensate Contractor in the total amount of \$_____ (“Contract Price”) for Work performed under this Agreement, subject to adjustment in accordance with the terms of this Agreement, payable as defined in proposal:

40% is due upon execution of this Agreement (“Down Payment”)

40% is due upon crew arrival to site

Final Balance invoiced upon project completion

In addition to the Contract Price above, Customer shall compensate Contractor for Additional Work in accordance with the pricing set forth in the applicable Change Order, or for other Contract Price adjustments in accordance with Section 3.2. Contractor will invoice Customer monthly for fees and expenses associated with Additional Work and Contract Price adjustments. Customer shall pay each such invoice in full within 30 days from the invoice date.

3.2 Price Adjustments. The Contract Price is subject to change based on certain conditions, which are reasonably contemplated by the parties at the time of this Agreement and may include the following:

- (A) Weather: The Contract Price includes labor but does not include Inclement Weather days as hereinafter defined. The Contract Price may be subject to an upward adjustment by Contractor for any Inclement Weather days. Each Inclement Weather day shall be calculated at the rate of \$450.00 per day, per man in the crew. All days lost due to Inclement Weather shall be reported to the Customer as soon thereafter as reasonably possible, but will have the effect of proportionately extending the number of days required to complete the Scope of Work. Notwithstanding the foregoing, it shall be understood that ground activities may continue even on Inclement Weather days if it is safe to conduct such activities. In the event of an extended weather delay, Customer and Contractor may mutually agree in writing to cease work and have crews return at a later date. Inclement Weather is based on local reports by the National Weather Service and industry experience and shall be defined as those days that in the reasonable discretion of Contractor’s on-site supervisor are unsafe or ill advised to perform the Work. The Contractor agrees that the crew is to show up to the site and attempt to work for two hours on any day prior to submitting a claim for a weather related delay.
- (B) Winter Weather - The price(s) offered assumes the fieldwork will be done between the months of April and September. Fieldwork undertaken between the months of October and March will be subject to a Winter Weather adjustment. Any adjustment will be discussed with the owners’ representatives and put into writing before any charges are incurred.
- (C) Transmission Line Removal - Contractor agrees to make "best efforts" regarding removal and storage of transmission line, to not cause damage or render the coax unusable. However, contractor cannot be held responsible for existing damage that may or may not be readily visible to the crew. Concerning heliax cable and waveguide, these types of transmission line do not generally lend themselves to relocation and it is highly likely that kinking or other damage may occur during the removal or coiling of the cables. Contractor will not be held responsible for damage due to removal or relocation.
- (D) Materials and Information: The Contract Price is based on carrying out the Work in one continuous operation and does not contemplate interruption or delays due to missing information to be supplied by Customer or materials purchased separately by Customer, including but not limited to, necessary permits, coaxial lines, transmission line hangers, antenna, reflectors or electrical power. All materials to be furnished by Customer that are necessary for completion of the Work must be on the tower site prior to the commencement of tower erection or, in the alternative, scheduled in such a manner as to avoid delaying the erection crew. Customer must also furnish all requested information in a timely manner including, but not limited to, transmission line drawings (if necessary). The Contract Price may be subject to an upward adjustment including remobilization charges if the foregoing conditions are not met. Any such delay may have the effect of extending the number of days required to complete the Work.
- (E) Outsourced material: Due to instability in the pricing of guy wires, steel and zinc (Galvanizing), our price assumes the project will be awarded in less than thirty (30) days. Our suppliers have advised us, that prices are valid for only fourteen (14) days from time of quote to receipt of order. Should additional time be required, price adjustments may be required. Contractor agrees to submit back-up documentation should a price increase be forthcoming.
- (F) Access: The Contract Price does not contemplate site preparation, which is the obligation of Customer. Expenses incurred by a delay attributable to improper site preparation shall cause the Contract Price to be upwardly adjusted. Site preparation shall include all of the following if applicable to the Scope of Work:
- (i) Provide one (1) tagline twenty-five (25) feet wide and equal in length to the proposed height of the tower, cleared of all obstructions in order to permit a truck to be driven thereon;
 - (ii) Clear a fire lane down each guy radial twenty-five (25) feet wide on each side of the guy line, extend this lane fifty (50) feet beyond the outer guy anchor; a ten (10) foot width of this fifty (50) feet wide fire lane must be cleared of all obstructions in order to permit a truck to be driven thereon;

- (iii) Grade the area immediately surrounding the tower in order to permit the use of trucks, cranes and other equipment that may be required to handle or erect the tower;
- (iv) Clear an area at least two hundred fifty (250) feet by two hundred fifty (250) feet adjacent to the base of the tower to permit unloading, sorting, assembling and work space;
- (v) Provide the necessary trusses to support the antenna during construction;
- (vi) Provide necessary fittings and any gases (i.e.: nitrogen) required to pressure check all the transmission lines;
- (vii) Provide electrical power to the base of the tower;
- (viii) Provide the necessary building and construction permits;
- (ix) Provide any police service necessary to direct traffic in the event the guy lines should cross a public or private road;
- (x) Provide toilet facilities if required by local, state or federal authorities; and
- (xi) Provide access to a telephone hookup.
- (xii) Temporarily lower or remove overhead power lines that impede or otherwise create an unsafe work site.
- (xiii) Remove and replace fencing around the tower base and guy anchors as necessary for the completion of the work.
- (xiv) Provide temporary storage for transmission line and/or small tools.

Customer understands that heavy equipment will be needed on site and rutting and disturbance of the sod and soil should be expected. Except to the extent expressly provided in the Scope of Work, Contractor will not provide any site restoration work and has made no financial allowance as part of the Work.

(G) Foundations: The Contract Price is based on the Scope of Work. If the Scope of Work does not include foundations, Customer must complete the foundations prior to the start of Work and in accordance with Contractor's specifications, in such condition so as to permit continuous work by Contractor. When foundations are part of the Scope of Work, it is assumed and Customer warrants that site conditions will be as described in the Customer supplied Geo-technical Report. This report shall contain information such as soil strengths, water table, unit weights and any other pertinent design and construction data. Contractor shall have the right to rely on all information furnished by Customer in the preparation of foundation drawings and the installation of foundations. Blasting, cribbing, fill, removal of obstruction planking, snow, road, building, clearance for easy access to the site, existence of swamp, sand, mud, water and frozen ground conditions that are not included in the report may cause the Contract Price to be upwardly adjusted. The Contract Price may be adjusted to include additional cost incurred plus a reasonable profit allocable to the work performed after written notice and a reasonable opportunity to cure is provided to customer. The foundation price, if applicable, does not include surveying, clearing and grading of the tower site, profiles or grounding system.

3.3 Late Payments. Invoices shall be paid in full within 30 days from the date thereof, unless otherwise specified on the invoice and any amounts not paid by the due date will be deemed past due. Customer may be assessed a late charge equal to the lesser of 1.5% per month (or portion thereof) on any past due amount or the maximum allowed by applicable law. Additionally, Customer shall reimburse Contractor for all costs and expenses reasonably incurred by Contractor in efforts to collect past due amounts, including but not limited to, court costs and reasonable attorney's fees. If a payment is more than 90 days past due, Contractor has the immediate right to cease work and evacuate its site crew pending payment. Customer shall be responsible for all mobilization, re-rigging and remobilization costs. Additionally, such nonpayment shall have the effect of extending the number of days required to complete the Work.

3.4 Taxes and Fees. The Contract Price does not include any applicable taxes, permits or fees. In addition to the Contract Price, Customer shall pay all present and future foreign, federal, state and local taxes, permits and fees applicable to the construction, sale, purchase, transportation, delivery, storage or use of the deliverables included in the Work. To the extent Contractor is required to pay such taxes or fees, Customer shall reimburse these to Contractor within 30 days after receipt of invoice.

3.5 Security Interest To secure payment of all amounts which are or may be due to Contractor hereunder, Customer hereby: (i) grants to Contractor a security interest in all of Customer's right, title and interest in and to all products provided by Contractor to Customer under this Agreement and all "Proceeds" thereof (as such term is defined in the Uniform Commercial Code of Pennsylvania ("UCC")) (such products and Proceeds, collectively, the "Collateral") and (ii) irrevocably authorizes Contractor to execute and file financing statements and any amendments thereto on Customer's behalf with respect to such security interest. Customer will segregate or otherwise render easily identifiable all Proceeds. Customer will not grant a security interest in the Collateral to any other person, and will refrain from any act tending to impair Contractor's security interest in the Collateral. The Contractor shall have all the remedies and may exercise all the rights of secured party under the UCC or any other applicable law with respect to the Collateral. Contractor's rights and remedies under the UCC or otherwise pursuant to this Section are not intended to be exclusive of any other right or remedy.

Section 4: Delivery

4.1 Time for Delivery. Contractor shall commence Work upon payment of the Down Payment. Completion and delivery of the Work and deliverables shall be as set forth in the Scope of Work. Customer acknowledges and agrees that completion and delivery times are estimates and are subject to change based on weather, materials and crew availability, resource allocation and Customer delay in providing Contractor with information necessary to complete the Work.

4.2 Force Majeure. Contractor shall not be liable for any delay or failure to perform in the event of an act of God, strikes, walk-outs, material or labor restrictions by any governmental authority, civil riot, floods or any other cause not reasonably within Contractor's control.

Section 5: Warranty

5.1 Express Warranty. For a period of twelve (12) months from the date of completion of the Work, Contractor warrants that its product and/or service provided pursuant to this Agreement shall conform to the specifications and terms provided in this Agreement and the Scope of Work, and that such product and/or service provided hereunder will be free from defects in material and workmanship, except defects in the raw materials (including steel) supplied to Contractor by others, if applicable. Contractor makes no warranty with respect to those products or components thereof included in the deliverables and not manufactured by Contractor, but agree that Customer shall be entitled to any assignable benefits of any warranties given to Contractor by the manufacturers or suppliers of such products or components. This warranty is valid only if all of the following conditions have been satisfied:

- (i) Contractor receives written notice of any claimed defect within thirty (30) days of the time Customer learns or should have learned of the defect, whichever is earlier, but in no event later than twelve (12) months from the day the Work was completed;
- (ii) Customer affords Contractor a reasonable opportunity to inspect and examine the alleged defect; and
- (iii) Contractor determines, in its sole reasonable discretion, that the product and/or service is nonconforming or is defective as to material or workmanship which is not wholly or in part due to any misuse, improper maintenance, neglect, accident, vandalism, unauthorized repair or modification, defect in the raw materials or severe weather conditions.
- (iv) This limitation on the validity of warranties shall govern not only the express warranty made by Contractor herein, but also any other warranty that, contrary to the terms of this Agreement is deemed or implied by law to be in effect.
- (v) Stainless LLC may provide a final inspection to verify the work has been performed according to project specifications. This final inspection, and any subsequent "punch list" is to be scheduled, performed and delivered prior to Contractor's crew down-rigging the tower and demobilizing from the site. The Contractor assumes the responsibility to notify the customer of the anticipated substantial completion at least two (2) weeks in advance. It will be the Contractors responsibility to demonstrate that any punch list items have been completed.
- (vi) For Dielectric brand products only: For a period of five (5) years from the date of delivery for individual components, and ten (10) years from the date of delivery for a complete passive RF system. Contractor will, subject to the right to inspect such equipment, repair, or replace, at Contractor's sole discretion, such warranted equipment which is returned to Contractor's factory, transportation prepaid. The foregoing shall apply only if Contractor receives prompt written notice of any alleged defect, the equipment has been operated in accordance with Dielectric's instruction manual and Dielectric's examination discloses that such equipment has not been damaged through accident or negligence, misuse, alteration, or improper maintenance, repair or installation. If Contractor fails to repair or replace any defective parts, Customer agrees that the exclusive measure of damages shall be the reasonable costs of the aforesaid repair or replacement of the defective parts at the time. For the purposes of this paragraph, a "complete passive RF system" shall be the sum of all RF components, including all equipment from the output terminals of the associated transmitter through the transmitting antenna, including but not limited to the switching systems, filters, notch diplexers, station test loads, reject loads, transmission line, transmission line hangers, waveguide, dehydrators, and antenna purchased at the same time by Customer from Contractor or Dielectric.

Subject to the foregoing conditions contained in paragraph D, and the contractor is awarded the original installation of the subject transmission line, the Warranty to include labor to replace the damaged pieces, providing the following conditions are met; 1) The Contractor is engaged by the Customer to perform an annual inspection of the tower at the prevailing and then current rates, 2) if a failure occurs, the Contractor is allowed to inspect the system prior to removal of affected pieces and, 3) Contractor is given the opportunity to effect repairs.

5.2 Warranty Limitation. THE WARRANTY SET FORTH IN SECTION 5.1 IS IN LIEU OF ALL OTHER WARRANTIES EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND WARRANTIES OF MERCHANTABILITY. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN SECTION 5.1, CONTRACTOR HEREBY DISCLAIMS ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE. Contractor shall not be obligated to change, modify or repair any of its Work due to a Customer change in loading configuration of the structure. Contractor shall have no obligation to change, modify or improve any of its Work to conform to changes in design, manufacture or engineering standards or customs, which occur after the date of this Agreement. Contractor's performance shall be judged in accordance with the standards and customs that were generally accepted in the tower design industry as of the Effective Date of this Agreement. This Section 5.2 shall survive the termination or expiration of this Agreement.

Section 6: Limitations of Liability

Notwithstanding anything herein to the contrary, Contractor shall not be liable to Customer or any third party for any special, incidental, indirect, or consequential damages for breach of this Agreement. This Section 6 shall survive the termination or expiration of this Agreement.

Section 7: Insurance

Contractor will secure and maintain at its sole cost and expense during the term of this Agreement Comprehensive General Liability Insurance and Umbrella Liability Insurance in the amount of ten million dollars (\$10,000,000.00), Worker's Compensation Insurance at statutory limits and fleet and automobile insurance in the amount of one million dollars (\$1,000,000.00) naming Customer as an additional insured.

Section 8: Events of Default

Should either party fail to perform any material obligation or observe any material term or covenant or condition under this Agreement after ten (30) thirty days written notice thereof, sent in accordance with Section 11.7, such failure shall be deemed an Event of Default. The non-defaulting party shall have the option of terminating this Agreement, is entitled to recover any damages sustained as a result of the breach including, but not limited to, expectation damages, court costs and reasonable attorney's fees and may avail themselves of any remedy available at law or in equity. These remedies shall be cumulative and not in the alternative. The foregoing remedies shall not include damages for actual or anticipated revenues due to loss of airtime or damage to business reputation.

Section 9: Non-Solicitation of Contractor Employees

For a period commencing on the Effective Date and ending on the later of (i) the date that is one (1) year from the Effective Date of this Agreement or (ii) six (6) months from the date Work is completed, Customer agrees not to solicit for employment or employ any person who is an employee of Contractor or influence or attempt to influence any employee of Contractor to terminate his/her employment.

Section 10: Dispute Resolution

In the event of dispute, controversy or claim of any kind or nature arising under or in connection with this Agreement (a "Dispute"), the party initiating the Dispute shall notify the other party in writing of the specific subject(s) of the Dispute and the parties shall negotiate in good faith to resolve the Dispute ("Dispute Negotiation"). If the parties are unable to resolve the Dispute within fourteen (14) days following such written notice, the Dispute promptly shall be submitted to arbitration, except that arbitration shall not be required for any Dispute where the amount in controversy is greater than the sum or value of \$50,000. The arbitration will be conducted in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association ("AAA Rules") currently in effect unless the parties mutually agree otherwise. Notwithstanding any provision of the AAA Rules, any such arbitration will be conducted before and decided by one arbitrator. The parties to the arbitration will request that the American Arbitration Association provide the parties with a list of five potential arbitrators, none of whom has previously been employed by either party and does not have a direct or indirect interest in either party or the subject matter of the arbitration. Each party will then strike from the list names one after another until one name is left. After the rights to strike are exercised, the individual remaining on the list will be the arbitrator. The award rendered by the arbitrator(s) shall be final and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof. In no event shall the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such Dispute would be barred by the applicable statute of limitations, unless the Dispute Negotiation with respect to such Dispute commenced prior to the expiration of such applicable statute of limitation. If arbitration is invoked in accordance with the provisions of this Agreement, the Prevailing Party in the arbitration will be entitled to recover from the other all costs, fees, and expenses pertaining or attributable to such arbitration, including reasonable attorneys' fees. A party will be considered the "Prevailing Party" if (a) it initiated the Dispute and substantially obtained the relief it sought, either through a judgment or arbitration award or the losing party's voluntary action before arbitration, trial, or judgment, (b) the other party withdraws its action without substantially obtaining the relief it sought, or (c) such party did not initiate the Dispute and judgment is entered into for any party, but without substantially granting the relief sought by the initiating party or granting more substantial relief to the non-initiating party with respect to any counterclaim asserted by the non-initiating party in connection with such litigation.

Section 11: General

11.1 Section Headings. The section headings contained in this Agreement are inserted as a matter of convenience and are for reference only and in no way define, limit or describe the scope or intent of this Agreement or in any way affect the interpretation of the terms and provisions hereof.

11.2 Waiver of Rights. Neither party's exercise of any right hereunder, nor its delay or failure to do so, shall constitute a waiver of such right or any other right hereunder nor shall any right be deemed to have been waived unless the waiver be in writing and signed by a duly authorized officer of Contractor or Customer.

11.3 Governing Law and Venue. The laws of the Commonwealth of Pennsylvania shall govern the validity, performance and enforcement of this Agreement. Any controversy, dispute or claim under, arising out of or in relation to this Agreement shall be arbitrated or adjudicated in Philadelphia, Pennsylvania.

11.4 Integration. This Agreement represents the entire agreement of the parties with respect to the subject matter hereof. All agreements entered into prior hereto are revoked and superseded by this Agreement. Except as expressly set forth herein, the parties have made no representations, warranties, inducements or oral agreements. This Agreement may not be changed, modified assigned or rescinded except in writing and signed by all parties hereto; any attempt at oral modifications of this Agreement shall be null and void.

11.5 Authority. Each party represents by signing this Agreement that they have the authority to enter into the same and binds each party, their heirs, successors, assigned fellow beneficiaries in trust and/or partners to the terms and conditions as herein set forth.

11.6 Cancellation. Customer may cancel the project with notice in writing. Contractor is entitled to recovery of all expenses and financial commitments in the normal course of business, including margin and/or mark-up for the work-completed prior to receipt of notice of cancellation. Materials may be subject to a 100% re-stocking fee.

11.7 Notices. Any notice or other communication hereunder must be given in writing and (a) delivered in person, (b) transmitted by facsimile or other telecommunications mechanism or (c) mailed by certified or registered mail or nationally recognized courier service, postage prepaid, receipt requested, as follows:

If to Contractor, address to:

Stainless LLC.
1140 Welsh Road
Suite 250
North Wales, PA 19454
Attn: Contract Administrator
Fax (215) 631-1425

If to Customer, address to:

or to such other address or to such other person as either party shall have last designated by such notice to the other party. If such notice is submitted by fax, a hard copy addressed to the appropriate party must follow.

11.8 Counterparts. This Agreement may be executed and delivered by facsimile machine and in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[Signatures follow]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

CUSTOMER:

CONTRACTOR:

State of West Virginia

STAINLESS LLC

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

TECH PROP

Dielectric

Proposal #: **C-02852-2** Antenna Type: **THV-6A10-R 3C140**
 Call Letters: **WSWP-DT** Location: **GRANDVIEW, WV**

Channel: **10 DTV**

Electrical Specifications		Value		Remarks
		Ratio	dBd	
RMS Gain at Main Lobe over Halfwave Dipole	Hpol			
	Vpol			
RMS Gain at Horizontal over Halfwave Dipole	Hpol			
	Vpol			
Peak Directional Gain over Halfwave Dipole	Hpol	8.4	9.24	
	Vpol			
Peak Directional Gain at Horizontal over Halfwave Dipole	Hpol	8.2	9.14	
	Vpol			
Circularity	Directional	dB		
Axial Ratio		dB		
Beam Tilt		0.75 deg		
Average Power		30 kW	14.77 dBk	
Antenna Input:	T/L	3 1/8 in	50.0 ohm	Type: EIA/DCA
Maximum Antenna Input VSWR		Channel	1.15 : 1	Notes:
Patterns	Azimuth	3C140		
	Elevation	06V060075	06V060075-90	
Mechanical Specifications		Metric	English	With Support Pole & Antenna
Height with Lightning Protector	H4	13.4 m	44.1 ft	90.1 ft
Height Less Lightning Protector	H2	12.2 m	40.1 ft	TIA/EIA-222-F, 86.1 ft
Height of Center of Radiation	H3	7.0 m	21.9 ft	Above tower top 67.9 ft
Basic Wind Speed	V	112.7 km/h	70 mi/h	
Force Coeff. x Projected Area	CaAc	5.3 m ²	57.5 ft ²	Above base flange 115.0 ft ²
Moment Arm	D1	6.6 m	21.8 ft	Above base flange 48.8 ft
Force Coeff. x Projected Area	CaAc	m ²	ft ²	
Moment Arm	D3	m	ft	
Pole Bury Length	D2	m	ft	
Weight	W	4.6 t	10,200 lbs	18,600 lbs
Radome				
Antenna designed in accordance with AISC specifications for design of structural steel for building as prescribed by TIA/EIA-222-F.				

NOTE:

Prepared By : **JBC** TLB Approved By : **KWC**
 Original Date : **8-Aug-07** Revision: **2** Rev. Date: **11-May-09** JBC

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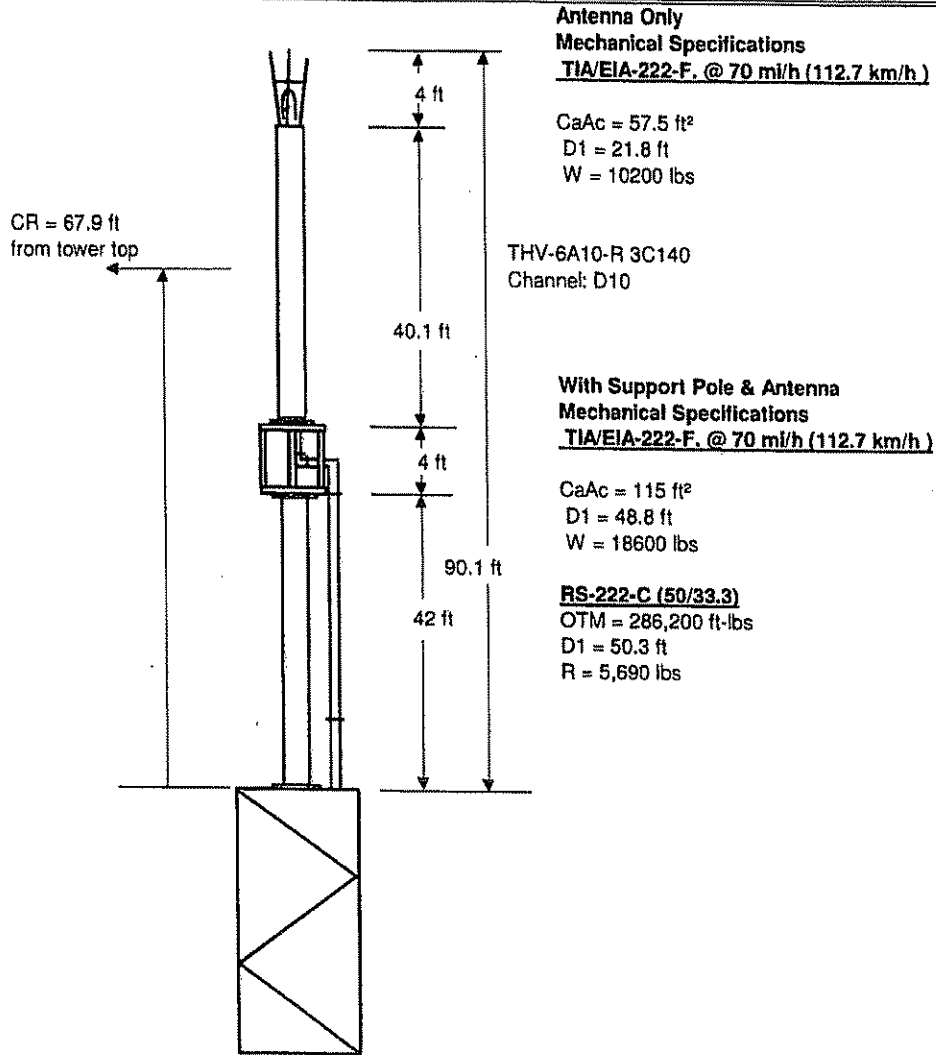
Jim Chadwick
 Digitally signed by Jim Chadwick
 DN: CN = Jim Chadwick, C = US
 Date: 2009.05.11 09:17:37 -0400

Proposal #: C-02852-2
 Call Letters: WSWP-DT

Antenna Type:
 Location:

THV-6A10-R 3C140
 GRANDVIEW, WV

Channel: 10 DTV



JBC-082108-1

Not to Scale

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Proposal Number **C-02852** Revision: **2**
Date **11-May-09**
Call Letters **WSWP-DT** Channel **10**
Location **GRANDVIEW, WV**
Customer
Antenna Type **THV-6A10-R 3C140**

DTV SYSTEM SUMMARY

Antenna:

Type:	THV-6A10-R 3C140	ERP:	24.0 kW	H Pol	(13.80 dBk)
Channel:	10	Peak Gain*:	8.40		(9.24 dB)
Location:	GRANDVIEW, WV	Input Power:	2.9 kW		(4.56 dBk)

Transmission Line:

Type:	EIA/DCA	Attenuation:	0.61 dB
Size:	3-1/8 in	Efficiency:	86.9%
Impedance:	50 ohm		
Length:	450 ft		137.2 m

Transmitter:

Power Required: **3.3 kW (5.17 dBk)**

* Gain is with respect to half wave dipole.

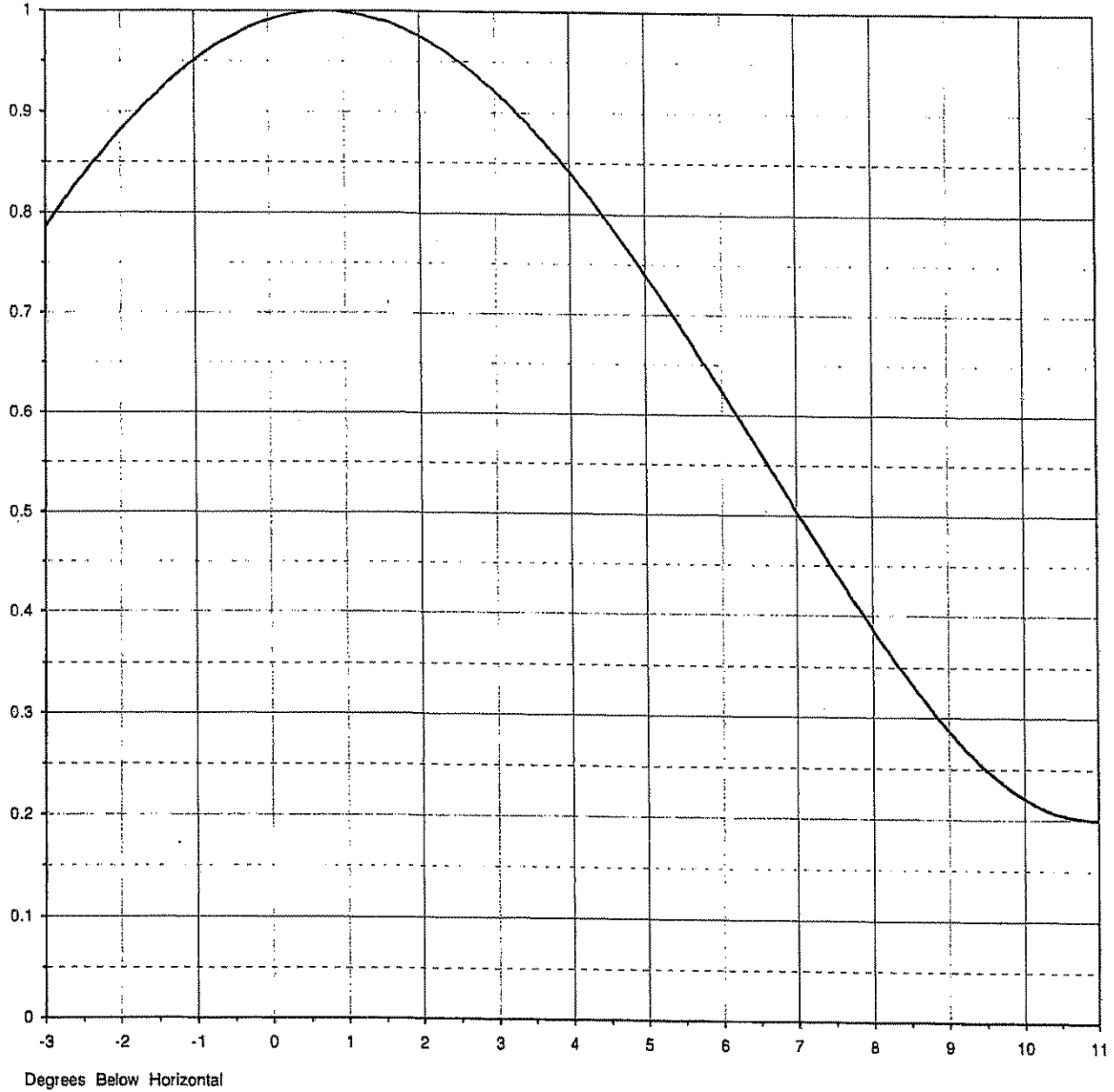
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Proposal Number **C-02852** Revision: **2**
Date **11-May-09**
Call Letters **WSWP-DT** Channel **10**
Location **GRANDVIEW, WV**
Customer
Antenna Type **THV-6A10-R 3C140**

ELEVATION PATTERN

RMS Gain at Main Lobe	6.00 (7.78 dB)	Beam Tilt	0.75 deg
RMS Gain at Horizontal	5.90 (7.71 dB)	Frequency	195.00 MHz
Calculated / Measured	Calculated	Drawing #	06V060075



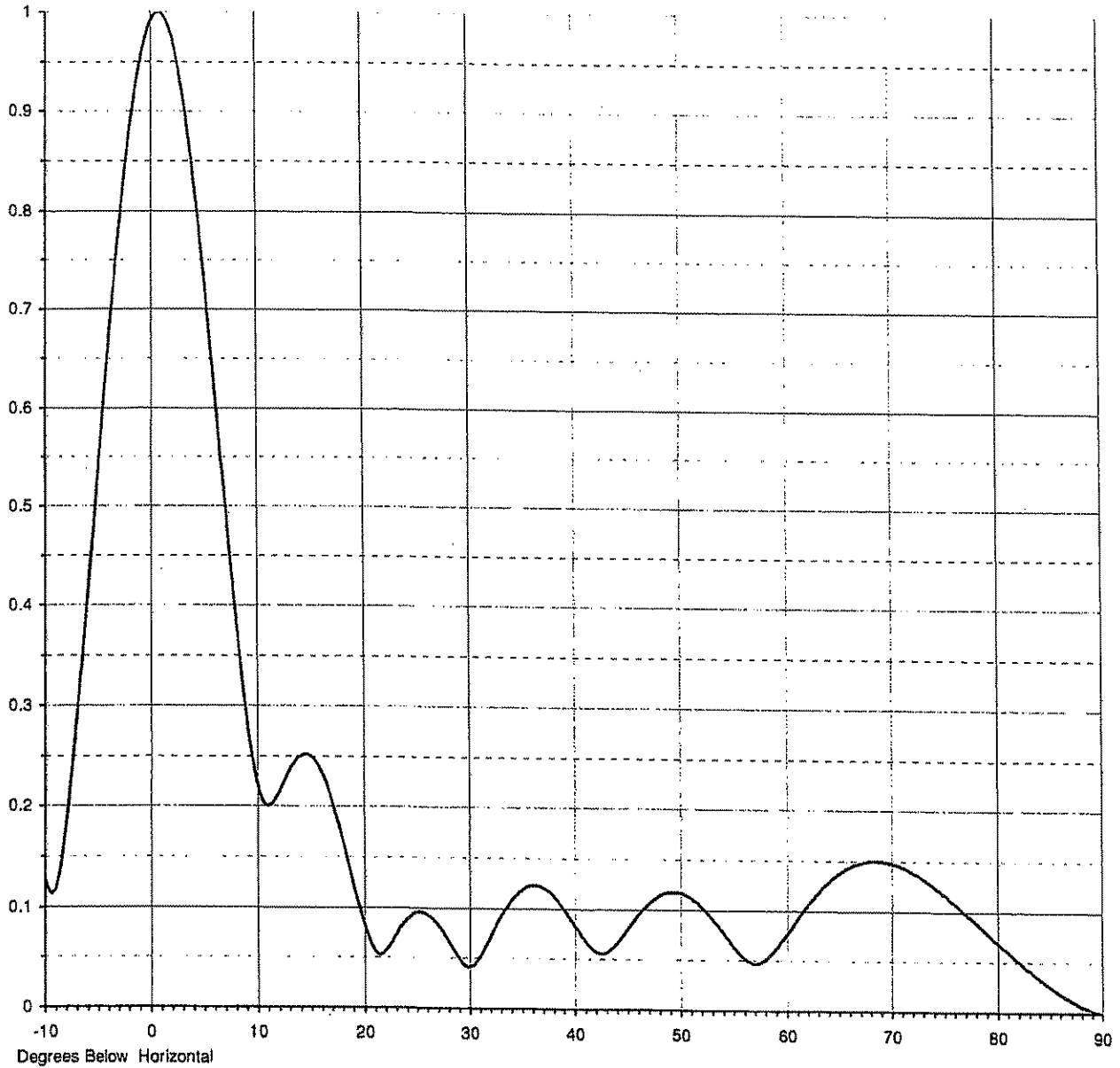
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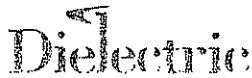
Proposal Number **C-02852** Revision: **2**
Date **11-May-09**
Call Letters **WSWP-DT** Channel **10**
Location **GRANDVIEW, WV**
Customer
Antenna Type **THV-6A10-R 3C140**

ELEVATION PATTERN

RMS Gain at Main Lobe	6.00 (7.78 dB)	Beam Tilt	0.75 deg
RMS Gain at Horizontal	5.90 (7.71 dB)	Frequency	195.00 MHz
Calculated / Measured	Calculated	Drawing #	06V060075-90



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Proposal Number **C-02852** Revision: **2**
 Date **11-May-09**
 Call Letters **WSWP-DT** Channel **10**
 Location **GRANDVIEW, WV**
 Customer
 Antenna Type **THV-6A10-R 3C140**

TABULATION OF ELEVATION PATTERN

Elevation Pattern Drawing #: **06V060075-90**

Angle	Field	Angle	Field	Angle	Field	Angle	Field	Angle	Field	Angle	Field
-10.0	0.126	2.4	0.958	10.6	0.205	30.5	0.043	51.0	0.113	71.5	0.142
-9.5	0.114	2.6	0.947	10.8	0.202	31.0	0.050	51.5	0.109	72.0	0.139
-9.0	0.119	2.8	0.935	11.0	0.200	31.5	0.059	52.0	0.104	72.5	0.136
-8.5	0.143	3.0	0.922	11.5	0.203	32.0	0.069	52.5	0.099	73.0	0.132
-8.0	0.184	3.2	0.908	12.0	0.212	32.5	0.080	53.0	0.092	73.5	0.129
-7.5	0.234	3.4	0.893	12.5	0.223	33.0	0.090	53.5	0.086	74.0	0.125
-7.0	0.291	3.6	0.876	13.0	0.234	33.5	0.099	54.0	0.079	74.5	0.121
-6.5	0.353	3.8	0.859	13.5	0.243	34.0	0.107	54.5	0.072	75.0	0.117
-6.0	0.416	4.0	0.842	14.0	0.250	34.5	0.113	55.0	0.065	75.5	0.112
-5.5	0.481	4.2	0.823	14.5	0.252	35.0	0.118	55.5	0.058	76.0	0.108
-5.0	0.547	4.4	0.803	15.0	0.251	35.5	0.122	56.0	0.053	76.5	0.103
-4.5	0.611	4.6	0.783	15.5	0.245	36.0	0.123	56.5	0.049	77.0	0.098
-4.0	0.673	4.8	0.762	16.0	0.236	36.5	0.123	57.0	0.047	77.5	0.094
-3.5	0.731	5.0	0.740	16.5	0.224	37.0	0.121	57.5	0.047	78.0	0.089
-3.0	0.786	5.2	0.718	17.0	0.208	37.5	0.118	58.0	0.050	78.5	0.084
-2.8	0.807	5.4	0.695	17.5	0.190	38.0	0.114	58.5	0.055	79.0	0.079
-2.6	0.827	5.6	0.672	18.0	0.170	38.5	0.108	59.0	0.061	79.5	0.074
-2.4	0.846	5.8	0.649	18.5	0.149	39.0	0.101	59.5	0.068	80.0	0.069
-2.2	0.864	6.0	0.625	19.0	0.128	39.5	0.093	60.0	0.075	80.5	0.064
-2.0	0.881	6.2	0.601	19.5	0.107	40.0	0.085	60.5	0.082	81.0	0.060
-1.8	0.897	6.4	0.577	20.0	0.087	40.5	0.077	61.0	0.090	81.5	0.055
-1.6	0.912	6.6	0.552	20.5	0.070	41.0	0.069	61.5	0.097	82.0	0.050
-1.4	0.926	6.8	0.528	21.0	0.058	41.5	0.063	62.0	0.104	82.5	0.046
-1.2	0.939	7.0	0.504	21.5	0.053	42.0	0.058	62.5	0.111	83.0	0.042
-1.0	0.950	7.2	0.480	22.0	0.056	42.5	0.056	63.0	0.117	83.5	0.037
-0.8	0.961	7.4	0.456	22.5	0.063	43.0	0.056	63.5	0.123	84.0	0.033
-0.6	0.970	7.6	0.433	23.0	0.072	43.5	0.060	64.0	0.128	84.5	0.029
-0.4	0.978	7.8	0.410	23.5	0.080	44.0	0.065	64.5	0.134	85.0	0.025
-0.2	0.985	8.0	0.387	24.0	0.087	44.5	0.072	65.0	0.138	85.5	0.022
0.0	0.991	8.2	0.366	24.5	0.092	45.0	0.079	65.5	0.141	86.0	0.018
0.2	0.995	8.4	0.345	25.0	0.095	45.5	0.086	66.0	0.144	86.5	0.015
0.4	0.998	8.6	0.325	25.5	0.095	46.0	0.093	66.5	0.146	87.0	0.012
0.6	1.000	8.8	0.306	26.0	0.094	46.5	0.100	67.0	0.148	87.5	0.009
0.8	1.000	9.0	0.288	26.5	0.090	47.0	0.105	67.5	0.149	88.0	0.006
1.0	0.999	9.2	0.271	27.0	0.084	47.5	0.110	68.0	0.150	88.5	0.004
1.2	0.997	9.4	0.256	27.5	0.077	48.0	0.114	68.5	0.150	89.0	0.002
1.4	0.993	9.6	0.243	28.0	0.068	48.5	0.116	69.0	0.150	89.5	0.001
1.6	0.989	9.8	0.237	28.5	0.059	49.0	0.118	69.5	0.149	90.0	0.000
1.8	0.983	10.0	0.226	29.0	0.051	49.5	0.118	70.0	0.148		
2.0	0.976	10.2	0.217	29.5	0.044	50.0	0.117	70.5	0.146		
2.2	0.967	10.4	0.210	30.0	0.041	50.5	0.115	71.0	0.144		

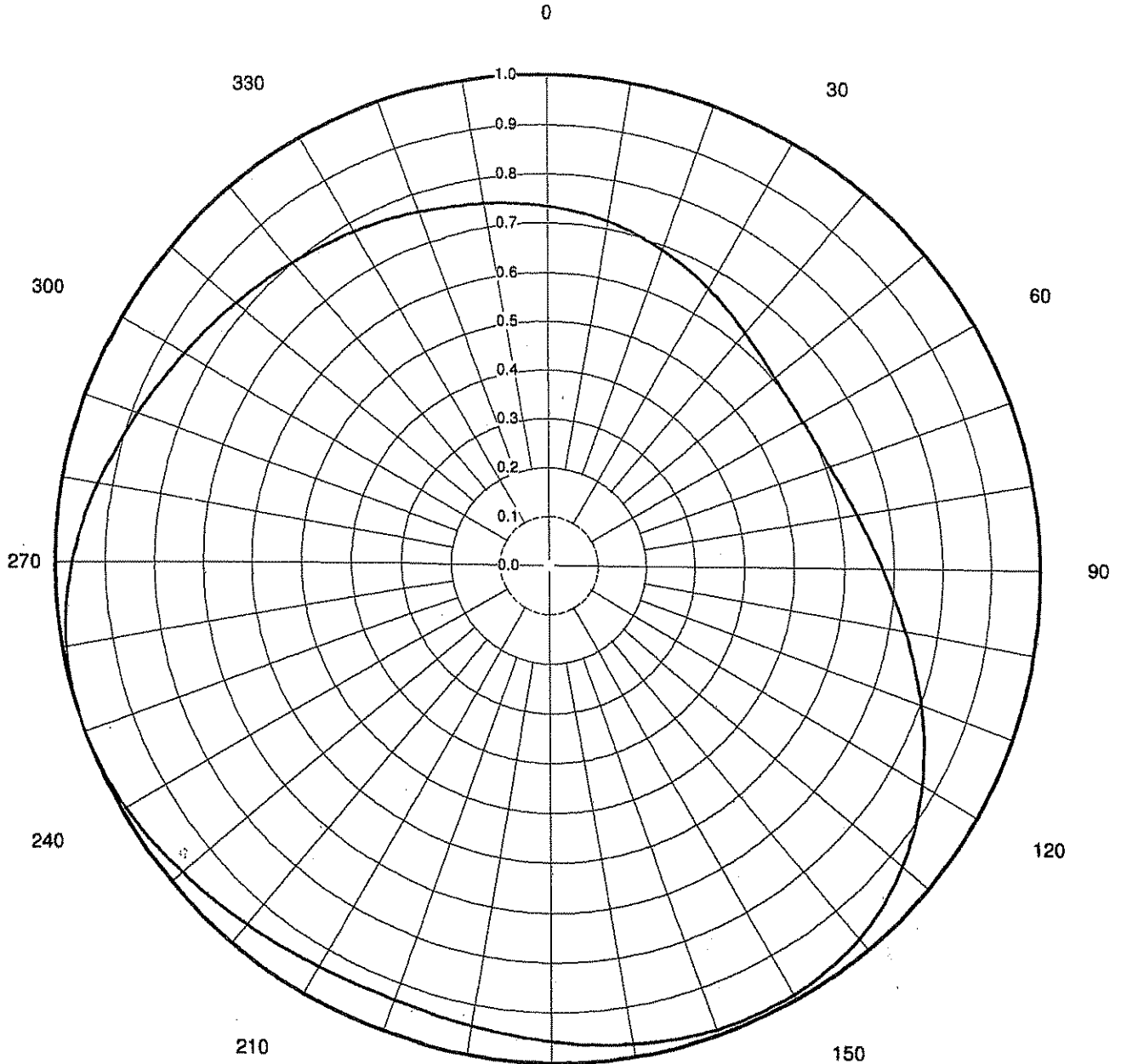
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Proposal Number	C-02852	Revision:	2
Date	11-May-09		
Call Letters	WSWP-DT	Channel	10
Location	GRANDVIEW, WV		
Customer			
Antenna Type	THV-6A10-R 3C140		

AZIMUTH PATTERN

Gain **1.40** (**1.46 dB**)
Calculated / Measured **Calculated**

Frequency **195.00 MHz**
Drawing # **3C140**



180

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Proposal Number **C-02852** Revision: **2**
 Date **11-May-09**
 Call Letters **WSWP-DT** Channel **10**
 Location **GRANDVIEW, WV**
 Customer
 Antenna Type **THV-6A10-R 3C140**

TABULATION OF AZIMUTH PATTERN

Azimuth Pattern Drawing #: **3C140**

Angle	Field	Angle	Field	Angle	Field	Angle	Field	Angle	Field	Angle	Field	Angle	Field	Angle	Field
0	0.733	45	0.614	90	0.676	135	0.954	180	0.957	225	0.961	270	0.965	315	0.812
1	0.732	46	0.612	91	0.681	136	0.958	181	0.955	226	0.963	271	0.962	316	0.809
2	0.730	47	0.610	92	0.686	137	0.962	182	0.953	227	0.965	272	0.959	317	0.807
3	0.729	48	0.608	93	0.692	138	0.965	183	0.952	228	0.967	273	0.955	318	0.805
4	0.727	49	0.606	94	0.697	139	0.968	184	0.950	229	0.970	274	0.951	319	0.803
5	0.725	50	0.605	95	0.703	140	0.972	185	0.949	230	0.972	275	0.947	320	0.801
6	0.723	51	0.603	96	0.709	141	0.974	186	0.947	231	0.974	276	0.944	321	0.799
7	0.721	52	0.602	97	0.715	142	0.977	187	0.946	232	0.976	277	0.940	322	0.796
8	0.719	53	0.601	98	0.721	143	0.979	188	0.944	233	0.978	278	0.936	323	0.794
9	0.717	54	0.600	99	0.727	144	0.982	189	0.943	234	0.980	279	0.932	324	0.792
10	0.715	55	0.599	100	0.733	145	0.983	190	0.942	235	0.982	280	0.928	325	0.790
11	0.713	56	0.598	101	0.740	146	0.985	191	0.941	236	0.984	281	0.924	326	0.788
12	0.711	57	0.598	102	0.746	147	0.987	192	0.940	237	0.986	282	0.919	327	0.786
13	0.709	58	0.598	103	0.753	148	0.988	193	0.939	238	0.988	283	0.915	328	0.784
14	0.706	59	0.598	104	0.759	149	0.989	194	0.938	239	0.990	284	0.911	329	0.783
15	0.704	60	0.598	105	0.766	150	0.990	195	0.937	240	0.991	285	0.907	330	0.781
16	0.701	61	0.598	106	0.773	151	0.990	196	0.936	241	0.993	286	0.903	331	0.779
17	0.698	62	0.598	107	0.780	152	0.991	197	0.936	242	0.994	287	0.899	332	0.777
18	0.696	63	0.599	108	0.787	153	0.991	198	0.935	243	0.995	288	0.895	333	0.775
19	0.693	64	0.600	109	0.794	154	0.991	199	0.935	244	0.996	289	0.891	334	0.773
20	0.690	65	0.601	110	0.801	155	0.991	200	0.934	245	0.997	290	0.887	335	0.772
21	0.687	66	0.602	111	0.808	156	0.991	201	0.934	246	0.998	291	0.883	336	0.770
22	0.684	67	0.603	112	0.815	157	0.990	202	0.934	247	0.999	292	0.880	337	0.768
23	0.681	68	0.605	113	0.822	158	0.990	203	0.934	248	0.999	293	0.876	338	0.766
24	0.678	69	0.606	114	0.829	159	0.989	204	0.934	249	1.000	294	0.872	339	0.765
25	0.675	70	0.608	115	0.837	160	0.988	205	0.935	250	1.000	295	0.869	340	0.763
26	0.672	71	0.610	116	0.844	161	0.987	206	0.935	251	1.000	296	0.865	341	0.761
27	0.669	72	0.612	117	0.850	162	0.986	207	0.935	252	1.000	297	0.862	342	0.760
28	0.665	73	0.614	118	0.857	163	0.985	208	0.936	253	0.999	298	0.858	343	0.758
29	0.662	74	0.617	119	0.864	164	0.984	209	0.937	254	0.999	299	0.855	344	0.757
30	0.659	75	0.619	120	0.871	165	0.982	210	0.937	255	0.998	300	0.852	345	0.755
31	0.655	76	0.622	121	0.878	166	0.981	211	0.938	256	0.997	301	0.849	346	0.754
32	0.652	77	0.625	122	0.884	167	0.980	212	0.939	257	0.996	302	0.846	347	0.752
33	0.649	78	0.628	123	0.890	168	0.978	213	0.941	258	0.995	303	0.843	348	0.751
34	0.646	79	0.631	124	0.897	169	0.976	214	0.942	259	0.993	304	0.840	349	0.749
35	0.642	80	0.634	125	0.903	170	0.975	215	0.943	260	0.992	305	0.837	350	0.748
36	0.639	81	0.638	126	0.909	171	0.973	216	0.945	261	0.990	306	0.834	351	0.747
37	0.636	82	0.642	127	0.914	172	0.971	217	0.946	262	0.988	307	0.831	352	0.745
38	0.633	83	0.645	128	0.920	173	0.969	218	0.948	263	0.985	308	0.829	353	0.744
39	0.630	84	0.649	129	0.926	174	0.968	219	0.949	264	0.983	309	0.826	354	0.742
40	0.627	85	0.653	130	0.931	175	0.966	220	0.951	265	0.980	310	0.824	355	0.741
41	0.624	86	0.658	131	0.936	176	0.964	221	0.953	266	0.978	311	0.821	356	0.739
42	0.622	87	0.662	132	0.941	177	0.962	222	0.955	267	0.975	312	0.819	357	0.738
43	0.619	88	0.667	133	0.945	178	0.960	223	0.957	268	0.972	313	0.816	358	0.736
44	0.617	89	0.671	134	0.950	179	0.959	224	0.959	269	0.969	314	0.814	359	0.735

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Quotation

Customer
 WSWP
 600 CAPITOL STREET
 CHARLESTON WV 25301
 USA

Information
 Quote Number 2006379
 Quote Date 09/20/2007
 Customer No. 112546
 Currency USD
 Validity Start Date 09/20/2007
 Validity End Date 08/10/2009

Ship-To-Party
 WSWP
 CALVIN HANNAH 304-254-7867
 MANN MOUNTAIN
 LAYLAND WV 25864
 USA

Header Information

Terms of payment: Billing Plan
Incoterms: PPD FOB DESTINATION
 Standard Payment Terms:
 45% due with order
 45% due prior to shipment
 10% due net 30 days,
 or Other Terms to be Negotiated.
 Shipment: 135-165 days ARO, depends upon backlog at time of order.

Item	Material Number / Cat. Num / Description	Quantity	Unit Price	Amount
10	11000000077/ ANT THV-6A10-R 3C140 WSWP CH10 Per Technical Spec C-02852-2 Antenna Description: THV-6A10-R 3C140 -Channel 10 -top mounted on customer supplied tower -Directional azimuth pattern -Electrical beam tilt is .75 degrees. -Ave Power rating 30 kW -Single 3-1/8# 50 ohm EIA input Includes: -Hot dip galvanized steel pole -Factory assembly and test of antenna components -Full cylindrical Radome (Standard Radome Color is Orange) -3 Conductor wire to top Beacon (Beacon not include)	1	EA	

Item 10 on next page



22 Tower Road
 Raymond, ME 04071
 Phone: 207-655-4555
 Fax: 207-655-8173
 Internet: www.dielectric.com



Quotation

Quote Number 2006379

Quote Date 09/20/2007

Customer No. 112546

Item	Material Number / Cat. Num / Description	Quantity	Unit Price	Amount
	-4\ ft lightning protection			
20	11000000077/ ELBOW COMPLEX 3-50 WSWP CH10	1 EA		
30	11000000077/ SUPPORT POLE/TRANSITION MAST WSWP CH10	1 EA		
40	11000000077/ FEED THRU COMPONENTS WSWP CH10	1 EA		
50	R58725 / DC 375-003 / T/L 3-50 234.00 MF EX CONN	22 EA		
60	R0006085504 / DC 370-036 / HANGER VERT 3 1/8 SPG SIN GRD	36 EA		
70	R66788 / 300TLS 115 / DEHYDRATOR 300TLS 115 VAC	1 EA		
80	RTT350/ TRANS TEST 3-50	1 EA		
90	R0011016502 / DC 370-031 / HANGER HOR 3 1/8 3 PT SUS SIN	4 EA		
100	R0012446501 / DC 375-005 / GAS STOP 3-1/8 EIA	1 EA		

Item 110 on next page

Quotation

Quote Number 2006379

Quote Date 09/20/2007

Customer No. 112546

Item	Material Number / Cat. Num / Description	Quantity	Unit Price	Amount
110	R74292 / DL 375-022 / ELBOW 3-50 ASSY DIGIT 6X9	5 EA		
120	R0004575501 / DC 370-012 / KIT ASSY HARDWARE 3 1/8 T/L	25 EA		
130	R0015954501 / DC 370-024 / CAP ASSY SEALING 3 1/8 C	1 EA		
140	R0013705508 / DC 375-011 / CONN ANCHOR 3-50	2 EA		
150	R0048672501 / DC 570-043 / KIT ASSY GASSING-SYSTEM	1 EA		
160	R0004264502 / DC 370-038 / LATERAL BRACE 3 1/8 T/L	1 EA		
170	R0003482502 / DC 370-028 / ANCHOR HORIZ 3 1/8 SINGLE	1 EA		
180	R0006082502 / DC 370-034 / HANGER VERT 3 1/8 FIX SINGLE	1 EA		
190	R0044901001 / DC 570-045 / DOW CORN.#4 SILICONE LUBRI	1 EA		

Item 200 on next page



22 Tower Road
 Raymond, ME 04071
 Phone: 207-655-4555
 Fax: 207-655-8173
 Internet: www.dielectric.com



Quotation

Quote Number 2006379

Quote Date 09/20/2007

Customer No. 112546

Item	Material Number / Cat. Num / Description	Quantity	Unit Price	Amount
200	RTLSCR3 / 562173-99 / T/L 3-50 VAR LENGTH	2 EA		
210	R36610/ IB 162 MANUAL T/L INSTALL INSTRUCTIONS	2 EA		
220	RINSRTV/ INSTALL SERVICES RAYMOND TV 1.0 Mobilize to Site 2.0 Offload and inventory material and equipment 3.0 Set up site and rig tower 4.0 Install and jump gin pole 5.0 Remove top mounted strobe and disconnect cable for reuse 6.0 Remove existing TW-15A9-R Antenna and store on site 7.0 Remove existing 6 1/8# line and store on site 8.0 Punch existing clip angles to accept 3 1/8# hangers 9.0 Install new 3 1/8# line (approximately 400ft) 10.0 Install new top mounted THV-7A10-R 4C150 D10, adapter and support pole 11.0 Assist with testing and tuning of antenna system 12.0 Reinstall strobe light 13.0 Lower and remove gin pole 14.0 Down rig and clean site 15.0 De-mobilize from site NOTES: 1.0 All material to be neatly stacked on site for customer removal 2.0 Structural analysis performed by others 3.0 Proposal assumes site is easily accessible with two wheel drive vehicles with no power lines, utilities or standing water interfering with installation or product delivery 4.0 Price does not include any additional steel that may be required for t/l run 5.0 Price includes temporary strobe on tower top when existing top beacon is disassembled 6.0 Price includes two weather days. Additional days will be billed at \$3,650 per day 7.0 All work to be completed during daylight hours 8.0 Assumes no RF protective clothing is required 9.0 RF safe environment shall be provided 10.0 Assumes service crews have full access to Customer#s site and tower	1 EA		
230	RFREIGHT/ FREIGHT, SHIPPING, AND HANDLING Note: The quoted price is subject to change to reflect increases in fuel costs, shipper surcharges, etc. This is for freight only and excludes any off loading of equipment	1 EA		

Item 230 on next page

Quotation

Quote Number 2006379

Quote Date 09/20/2007

Customer No. 112546

Item	Material Number / Cat. Num / Description	Quantity	Unit Price	Amount
	unless specified. If off loading is required please notify the customer service rep.			
240	11000000077/ PERFORMANCE BOND	1	EA	
250	11000001830/ CUSTOMER CHECKOUT	1	EA	
Additional days at \$1,600 per day plus expenses(15% on expenses only)				
Please call (3) days in advance to request services.				

ACCEPTANCE:

By execution below, or by sending a Purchase Order referencing this proposal, the undersigned accepts this proposal to furnish equipment and services on this schedule subject to the Terms and Conditions of Sale for Broadcast, Lighting, Monitoring and Related Products and Services (Rev O) ("Dielectric Terms") attached hereto and/or incorporated by reference herein, and authorizes Dielectric to proceed with the procurement and fabrication of this equipment. Your acceptance of this proposal is conditioned upon your acceptance of the Dielectric Terms and your agreement to be bound by and comply with the Dielectric Terms. Dielectric's failure to object to provisions contained in any Purchase Order or other document from you shall not be construed as a waiver by Dielectric of the Dielectric Terms or an acceptance of any such provisions. Any conflicting or additional terms or conditions set forth in a Purchase Order or other document from you are not binding upon Dielectric, and Dielectric hereby expressly objects thereto.

Signature _____ Date _____

Requested Ship Date: _____

This requested ship date is subject to review by Dielectric. If Dielectric can not meet the requested ship date, you will be contacted to work out a mutually acceptable shipment date. Dielectric requires that the customer take ownership of the product no later than 14 calendar days after the agreed-upon ship date.

USERS LIST



THV Antenna

USERS LIST

Current Projects THV

<u>Call Letters</u>	<u>Location</u>	<u>Type</u>	<u>Ship Date</u>
CANADA	Trois-Riveres, Quebec	THV-12A13-R S190 SM	Jun-03
WXYZ	Detroit, MI	THV-5A7-R C140 SM	Aug-03
WHTM	Harrisburg, PA	THV-6A10-R S190	Apr-04
WMAK	Knoxville, TN	THV-11A7-R C160	Jun-04
WTSP-DT	Tampa-St. Petersburg, FL	THV-11A10 C150	Nov-04
KNTV	San Jose, CA	THV-11A11/VP-R 04	Dec-04
WJSU-DT	Anniston, AL	THV-6A9-R S190 SM	Jan-05
WVER-DT	Rutland, VT	THV-6A9/VP-R C160 SM	Apr-05
KGUN	Tucson, AZ	THV-5A9-R C140	Jul-05
WFXL-DT	Albany, GA	THV-12A12-R C170 SM	Dec-05
KIII-DT	Corpus Christi, TX	THV-11A8 C135 SM	Mar-06
KGO,-DT	San Francisco, CA	THV-5A7-R C170	Dec-07
WPLG-DT	Miami, FL	THV-8A10/VP P210	Dec-07
WACS-DT	Dawson, GA	THV-5A8-R C170	Mar-08
KFWD-DT	Ft. Worth, TX	THV-6A9-R C180	May-08
WPTV-DT	West Palm Beach, FL	THV-10A12/VP O4	May-08
KWTX-DT	Waco, TX	THV-12A10-CP-R-04	Aug-08
KXII-DT	Sherman, TX	THV-12A12/CP-R O4	Aug-08
KVIE-DT	Sacramento, CA	THV-5A9/VP-R 04	Aug-08
WCPO-DT	Cincinnati, OH	THV-9A10/CP-R3C120	Oct-08
KJRH-DT	Tulsa, OK	THV-9A8/CP-R O4	Sep-08
WTOL-DT	Toledo, OH	THV-6A11-R C170	Sep-08
KEZI-DT	Eugene, OR	THV-10A9/VP-R-C170	Sep-08
WWDP-DT	Norwell, MA	THV-5A10-R O4	Oct-08
WVTM-DT	Harrisburg, PA	THV-9A13/VP-R O4	Oct-08
WMBB-DT	Panama City, FL	THV-10A13 C170	Nov-08
WJHL-DT	Johnson City, TN	THV-9A11-R 4C130	Nov-08
WJZ-DT	Baltimore, MD	THV-11A13/VP-R C150SP	Apr-09
KBRR-DT	Thief River Falls, MN	THV-6A10-R 04 SM	Dec-09
WPEC-DT	West Palm Beach, FL	THV-6A13/VP-R BP240	Feb-09
WSVN-DT	Miami Gardens, FL	THV-10A7/VP P210	In Fab
WTVC-DT	Chattanooga, TN	THV-5A9/VP-R C140	In Fab
WENH-DT	Deerfield, NH	THV-10A11/VP-R 4C130	In Fab
WSPA-DT	Spartanburg, SC	THV-10A7/VP-R O4	In Fab

Recent Major Projects

<u>Project</u>	<u>Location</u>	<u>Type</u>	<u>Date</u>	<u>Price</u>
Sutro Tower	San Francisco CA	DTV Conversion - Multiple Antennas, RF systems and Transmission line	2007-2008	\$5.9 million
SCETV	Georgia Public Statewide	DTV Conversion - Multiple Antennas, RF systems and Transmission line	2007-2008	\$5.2 million
Lake Cedar Group	Denver CO	DTV Conversion - Multiple Antennas, RF systems and Transmission line	2007-2008	\$3.9 million

MINIMUM EXPECTATIONS

Dielectric Communications

MINIMUM EXPECTATIONS FOR FIELD TEST REPORTS DONE ON DIELECTRIC BROADCAST ANTENNAS, TRANSMISSION LINE AND RF SYSTEMS

FORMAT

- Preferred Software: PDF
- Please have the field service engineer's name on the report
- Please have pages or plots/figures numbered on the report

COVER PAGE

- Date & Location of Service
- Station Call Letters & MSO #
- Channel Number: Digital or NTSC
- Antenna Model: New or Existing
- Transmission Line: New or Existing
- T/L or wg model new or existing and overall length (within approx. 20 feet) Specify *digiTLine*, EHT coated, Ultimate or Standard line, etc.
- Also indicate individual line lengths for the transmission line, i.e., 11.5, 12, 19.5, 20 feet or *digiTLine*
- RF System if measured, please note type of system, i.e., 1 Tube, 2 Tube, etc.
- Site Conditions, i.e. other stations in the area (if available)

ABSTRACT

- Description of report
- Equipment used
- Particular Information: antenna optimized with variable, elbow complex measured separately; line optimized; size of line; concerns and/or problems

Antenna and Transmission Line

This is a list of measurements to be taken for both antenna and transmission line for each **channel of interest**. *The measurements listed below should be fully documented and taken after tuning. Before measurements are only necessary if a problem is noted and only appropriate measurements specific to the problem and correction need to be included. Please include these measurements, and any comments, on a separate appendix at the end of the report.*

Please note measurement reference e.g. gas stop, patch panel, switches.

- 1) Polar plot of system impedance over 6 MHz centered on channel, 1601 points.
 - a) For NTSC locate markers at lower channel edge, upper channel edge, VIS, Color, AUR and for DTV lower channel edge, mid-channel and upper edge. **Please have a brief description of each marker below its respective plot.**
 - b) Scale 100mU, or most reasonable
- 2) VSWR plot of system impedance over 6 MHz centered on channel, 1601 points
 - a) Markers as in 1a
 - b) Vertical scale 20 m per division, or most reasonable.
- 3) Plot with system return loss over 6 MHz in dB centered on channel, 1601 points.
 - a) Markers as in 1a
 - b) Vertical scale 5 dB per division, or most reasonable.
- 4) TDR in VSWR with 6 MHz bandwidth centered on Channel with 1601 points.
 - a) Vertical scale 10mU per division, or most reasonable.
 - b) Markers where appropriate (**Please describe i.e. Antenna, elbow, etc...**)
- 5) Polar plot of system impedance over 12 MHz centered on channel, 1601 points
 - a) Markers as in 1a
 - b) Scale 100mU, or most reasonable.
- 6) VSWR plot of system impedance over 12 MHz centered on channel, 1601 points
 - a) Markers as in 1a
 - b) Vertical scale 20 m per division, or most reasonable.
- 7) Plot with system return loss over 12 MHz in dB centered on channel, 1601 points.
 - a) Markers as in 1a
 - b) Vertical scale 5 dB per division, or most reasonable.
- 8) TDR in VSWR with 12 MHz bandwidth centered on Channel with 1601 points.

- a) Vertical scale 10mU per division.
 - b) Markers where appropriate (**Please describe i.e. Antenna, elbow, etc...**)
- 9) TDR in VSWR with 100 MHz bandwidth centered at channel center with 1601 points.
- a) Vertical scale 10 mU per division.
 - b) Markers where appropriate (**Please describe i.e. Antenna, elbow, etc...**)
- 10) Frequency Domain VSWR plot over 100 MHz centered on channel of interest. Antenna and far end elbow complexes must be **gated out** for this measurement. This will show flange reflections on fixed length lines and no flange reflections on *digitLine*.
- a) Markers as described in 1a
- 11) Wide band TDR in VSWR using the parameters described below with 1601 points.
- a) Vertical scale 2 m per division
 - b) Frequency span line type dependent (see below)
 - c) Data to be plotted in 1 microsecond intervals per plot.
 - d) Marker 1 at far end and displaying distance in meters.
 - e) Other markers where appropriate (**Please describe i.e. Antenna, elbow, etc...**)

Frequency bandwidth choices for TDR will vary with line size and between coax and waveguide. Please use the following:

For 6-50 Ohm and smaller lines sizes: Please use 470 to 806 MHz.
 For 6-75: Please use 470 to 806 MHz.
 For 7-75: Please use 450 to 800 MHz.
 For 8-75: Please use 400 to 700 MHz.
 For 9-75: Please use 300 to 613 MHz.

For WR1800: Please use 350 to 700 MHz.
 For WR1500: Please use 400 to 750 MHz.
 For WR1150: Please use 550 to 900 MHz.

For DTW1750: Please use 400 to 700 MHz.
 For DTW1500: Please use 450 to 750 MHz.
 For DTW1350: Please use 500 to 800 MHz.

- 12) Explode any area of No. 11 with interesting features.
 - a) Expand horizontal scale to show more detail.

NOTES:

- Anomalies noted in any above plots and specific locations associated with any anomalies in the TDR plots should be explored, explained and fixed prior to final test.
- Set velocity factor to 1.0 for all TDR Measurements, otherwise specify value.
- If at any time the scale is not sufficient to show the maximum value use appropriate scale and note on exhibit.

COMMENTS

The purpose and requirements of the wideband TDR is to provide an accurate picture of the performance of each insulator, connector and flange plus any anomalies in the transmission line. The large discontinuities generally seen on this plot such as the antenna are not of interest. We are interested in discontinuities from elbows, gas barriers and other small anomalies.

We want a trace with the vertical scale with a VSWR=1.002 /div to highlight the insulators in the transmission line.

The horizontal scale should begin at ZERO and end at the antenna input, thereby expanding the data between these two points.

The TDR window function should generally be set to normal. The minimum setting causes the large peaks to be broader and to bleed into the smaller peaks, thereby obscuring the data that we want. The maximum window reduces the peak values and obscures some of the data.

RF System or Filter System

- VSWR of items tested or modified. Include markers at equal ripple bandwidth of filters. Use 30 MHz bandwidth and 5 dB/div scale.
- Measure loss at .1dB/DIV at equal ripple BW and VIS and AUR for NTSC. For DTV include markers at equal ripple BW and +/- 2.69 MHz and center band. Use 30 MHz wide overall bandwidth.
- Measure Group Delay. Place marker 1 at low value of delay. Place two additional markers at channel edges and two markers at the peaks of delay. Use 30 MHz wide sweep and 20 – 50 ns/div.
- Isolation of hybrids, phase shifters and similar devices (when they are the point of the trip). Use 30 MHz frequency sweep for single channels and greater for multiple channels.

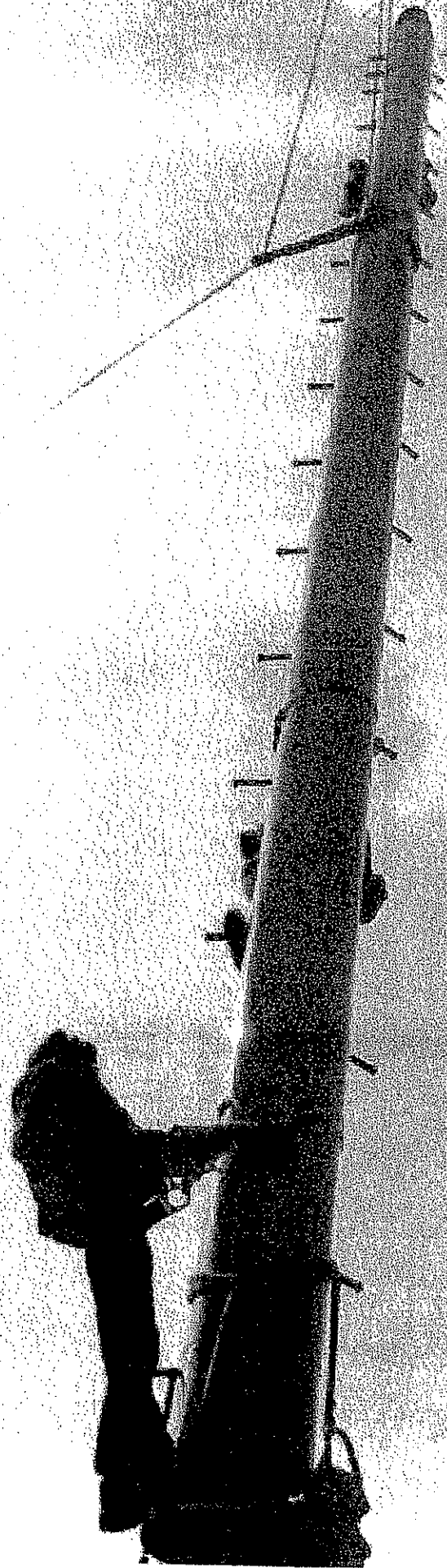
CONCLUSION

- Brief summary of measurements
- List any changes made to the system
- List any concerns and/or comments
- Statement of authenticity and signature

DATA SHEETS

Dielectric
COMMUNICATIONS

Engineering Excellence Since 1942



**THV Series
High Band
VHF Pylon
Antenna**

Single Frequency
NTSC & DTV

Low Windload, Economical

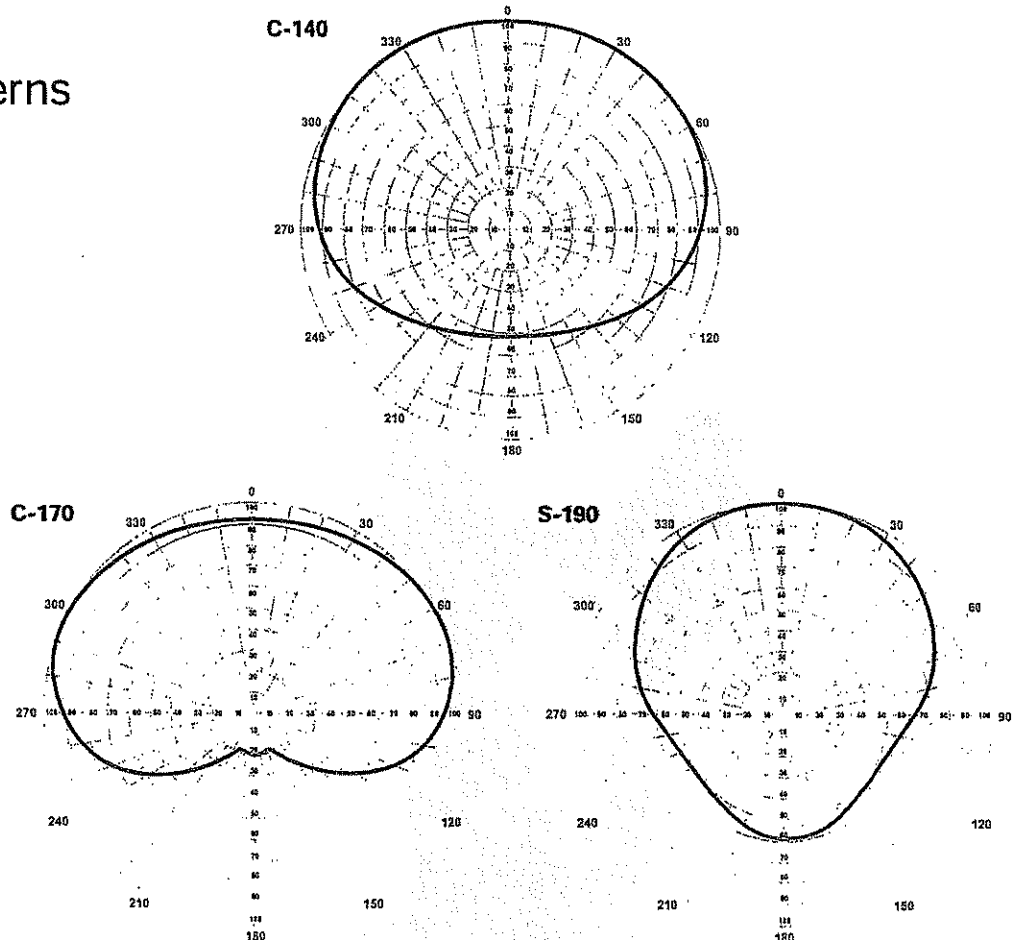
VHF Antenna for single frequency high band operations

- Top or Side Mounting Options
- Low Windload/Economical Design
- Available in Directional Configurations with custom azimuth patterns available
- Elevation Gains from 6.0 (7.78dB) to 12.0 (10.79dB)
- Peak Gains to 22.8 (13.58dB)
- Full Lexan® Radome Standard
- High Input Power Handling
- Ideal for NTSC and DTV Applications
- Custom azimuth patterns available

The THV antenna is designed for directional high-band VHF applications in both top and side-mounted configurations. The THV utilizes the simplicity and reliability of pylon technology. This antenna combines high power handling, pattern diversity (elevation and azimuth), and Dielectric's conservative design approach to produce a superior product for single frequency high band operations.

The THV azimuth pattern can be custom designed to fit a variety of applications, catering to facilities proposing maximization for DTV, those with protection requirements or those wishing to focus the energy towards the market of interest.

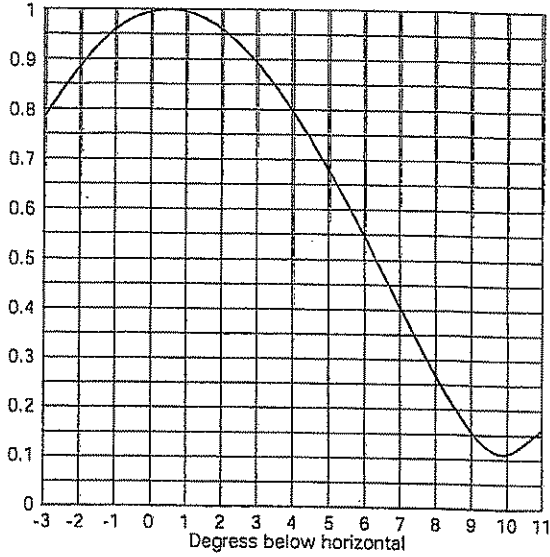
Typical Azimuth Patterns



Standard Elevation Patterns

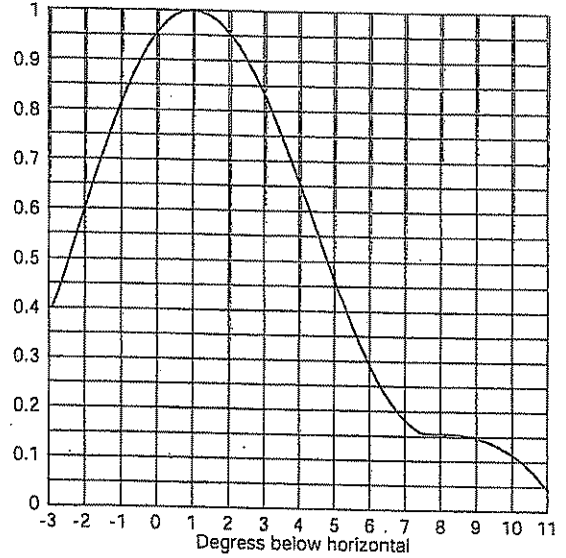
THV-6A

RMS Gain at Main Lobe 6.0 (7.78 dB) Beam Tilt 0.50 Degrees
RMS Gain at Horizontal 5.9 (7.71 dB) Drawing # 06V080050
Calculated / Measured Calculated



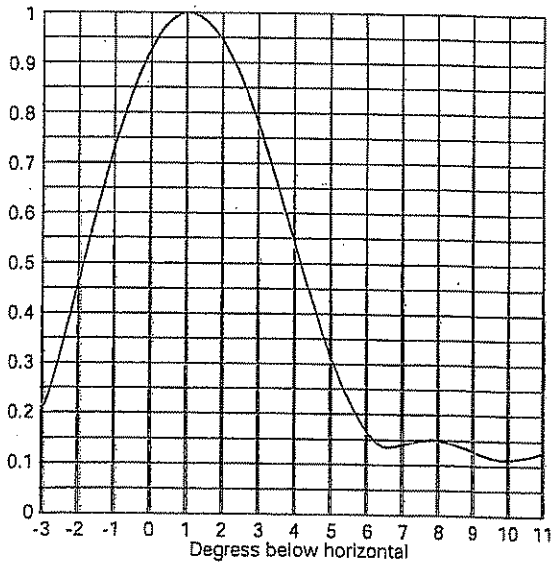
THV-10A

RMS Gain at Main Lobe 10.0 (10.00 dB) Beam Tilt 1.00 Degrees
RMS Gain at Horizontal 9.1 (8.59 dB) Drawing # 10V100100
Calculated / Measured Calculated



THV-12A

RMS Gain at Main Lobe 12.0 (10.79 dB) Beam Tilt 1.00 Degrees
RMS Gain at Horizontal 10.4 (10.17 dB) Drawing # 12V120100
Calculated / Measured Calculated



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

Stephanie D. Freeman

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

Surety Bond Number: Bid Bond
Principal: Stainless, LLC
Obligee: State of West Virginia

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.

In Testimony Whereof, the Company has caused this instrument to be signed and its corporate seal to be affixed by their authorized officers, this 16th day of June, 2009.

Arch Insurance Company

Attested and Certified



Martin J. Nilsen
Martin J. Nilsen, Secretary

Edward M. Titus
Edward M. Titus, Vice President

STATE OF NEW YORK SS

COUNTY OF NEW YORK SS

I Peter J. Calleo, a Notary Public, do hereby certify that Edward M. Titus and Martin J. Nilsen personally known to me to be the same persons whose names are respectively as Vice President and Secretary of the Arch Insurance Company, a Corporation organized and existing under the laws of the State of Missouri, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they being thereunto duly authorized signed, sealed with the corporate seal and delivered the said instrument as the free and voluntary act of said corporation and as their own free and voluntary acts for the uses and purposes therein set forth.

PETER J. CALLEO, ESQ.
Notary Public, State of New York
No. 02CA6109336
Qualified in New York County
Commission Expires May 3, 2008

Peter J. Calleo
Peter J. Calleo, Notary Public
My commission expires 5-03-2008

CERTIFICATION

I, Martin J. Nilsen, Secretary of the Arch Insurance Company, do hereby certify that the attached Power of Attorney dated on behalf of the person(s) as listed above is a true and correct copy and that the same has been in full force and effect since the date thereof and is in full force and effect on the date of this certificate; and I do further certify that the said Edward M. Titus, who executed the Power of Attorney as Vice President, was on the date of execution of the attached Power of Attorney the duly elected Vice President of the Arch Insurance Company.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the Arch Insurance Company on this 16th day of June, 2009.

Martin J. Nilsen
Martin J. Nilsen, Secretary

This Power of Attorney limits the acts of those named therein to the bonds and undertakings specifically named therein and they have no authority to bind the Company except in the manner and to the extent herein stated.

PLEASE SEND ALL CLAIM INQUIRIES RELATING TO THIS BOND TO THE FOLLOWING ADDRESS:

**Arch Surety
3 Parkway, Suite 1500
Philadelphia, PA 19102**





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

STATE OF WEST VIRGINIA,
COUNTY OF Fayette, TO-WIT:

I, DONALD DOTY, after being first duly sworn, depose and state as follows:

- I am an employee of Doty Moore Tower Services LLC; and,
(Company Name)
- I do hereby attest that Doty Moore Tower Services LLC
(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.

Doty Moore Tower Services LLC
(Company Name)

By: [Signature]

Title: VICE PRESIDENT

Date: 5/11/2009

Taken, subscribed and sworn to before me this 11th day of MAY 2009.

By Commission Expires 8/9/09
COMMONWEALTH OF PENNSYLVANIA

Notarial Seal
(Seal) Kathryn R. Myers, Notary Public
Upper Gwynedd Twp., Montgomery County
My Commission Expires Aug. 9, 2009
Member, Pennsylvania Association of Notaries

[Signature]
(Notary Public)

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.

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/30/2009

PRODUCER (410)480-4400 FAX: (410)465-0759
ATLANTIC RISK MANAGEMENT CORP
5850 Waterloo Road, Suite 240

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

Columbia MD 21045

INSURERS AFFORDING COVERAGE

NAIC #

INSURED

Doty, Moore & Hoenninger, LLC
1140 Welsh Road #250

INSURER A: Zurich American Ins. Co.

INSURER B: Twin City Fire Ins. Co.

INSURER C: American Guarantee & Liab

INSURER D: Travelers Prop & Casualty

INSURER E:

North Wales PA 19454

COVERAGES

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

INSR/ADD'L LTR/INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY	GL0594442700	12/1/2008	12/1/2009	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person) \$ 10,000
					PERSONAL & ADV INIURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:				GENERAL AGGREGATE \$ 2,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJ <input type="checkbox"/> LOC				PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY	30UENIZ2499	12/1/2008	12/1/2009	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS				
	<input checked="" type="checkbox"/> NON-OWNED AUTOS				
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC \$
					AUTO ONLY: AGG \$
C	EXCESS/UMBRELLA LIABILITY	AUC594445700	12/1/2008	12/1/2009	EACH OCCURRENCE \$ 25,000,000
	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$ 25,000,000
					\$
					\$
	DEDUCTIBLE				\$
	<input checked="" type="checkbox"/> RETENTION \$ 0				\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	WC5944430-00	12/1/2008	12/1/2009	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
					E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	OTHER Installation Floater	T	3/18/2009	3/18/2010	\$2,000,000 Limit \$25,000 Ded
	includig transit Leased/Rented Equip		3/18/2009	3/18/2010	\$500,000 Limit \$5,000 Ded

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
Insurance Verification Michigan State University is named additional insured per written contract on all policies except Workers Compensation and Professional Liability subject to policy provisions.

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

David Saul/KAC



IMPORTANT

If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

COMMENTS/REMARKS

Named Insureds:

Doty Moore Hoenninger, LLC
Stainless, LLC
Doty Moore Tower Services, LLC
Spectrasite Broadcast Technical Services, Inc.
DMH Management, LLC

Professional Liability, Policy #0859335, 05/01/2008 - 05/01/2009, Lexington Insurance Company \$1,000,000 per claim/\$1,000,000 aggregate; \$25,000 deductible per claim