



**State of West Virginia**

**RFQ EBA228**

Submitted by  
Ed Deetscreek  
Vice President of Operations

**29 July 2009**



**RECEIVED**

2009 JUL 30 A 9: 22

PURCHASING DIVISION  
STATE OF WV

**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."

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**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  
 Department of Administration  
 Purchasing Division  
 2019 Washington Street East  
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# Request for Quotation

RFQ NUMBER  
**EBA228**

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 <b>06/24/2009</b>	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
BID OPENING DATE: <b>07/30/2009</b> BID OPENING TIME <b>01:30PM</b>				

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 CONTRACTUAL SERVICES TO CHECK AND ADJUST PLUM OF WNPB-TV 518 FOOT TOWER, REMOVE TOP MOUNT ANALOG ANTENNA AND TRANSMISSION LINE, REMOVE AND INSPECT DIGITAL SIDE MOUNT ANTENNA AND REMOUNT TO TOP OF TOWER ACCORDING TO THE ATTACHED SPECIFICATIONS.</p> <p>TECHNICAL QUESTIONS MUST BE SUBMITTED IN WRITING TO SHELLY MURRAY IN THE WV PURCHASING DIVISION VIA MAIL, AT THE ADDRESS SHOWN AT THE TOP OF THIS RFQ, VIA FAX AT 304-558-4115, OR VIA EMAIL AT SHELLY.L.MURRAY@WV.GOV. DEADLINE FOR ALL TECHNICAL QUESTIONS IS 7/15/2009 AT THE CLOSE OF BUSINESS. ALL TECHNICAL QUESTIONS RECEIVED, IF ANY, WILL BE ADDRESSED BY ADDENDUM AFTER THE DEADLINE.</p> <p>QUESTIONS CONCERNING THE ACTUAL PROCESS BY WHICH A VENDOR MAY SUBMIT A BID TO THE STATE OF WV ARE NOT CONSIDERED TO BE TECHNICAL QUESTIONS AND MAY BE SUBMITTED AT ANY TIME PRIOR TO THE RFQ OPENING DATE AND IN ANY FORMAT.</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</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS  
 SUBMIT AT THE SAME TIME AN AFFIDAVIT OF COMPLIANCE WITH

SIGNATURE <i>Ed Ostroch</i>	TELEPHONE <b>(215) 631-1323</b>	DATE <b>7/28/09</b>
TITLE <b>VP OF OPERATIONS</b>	FEIN <b>201061945</b>	ADDRESS CHANGES TO BE NOTED ABOVE

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



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<p>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 25 CALENDAR DAYS AFTER THE NOTICE TO PROCEED IS RECEIVED. UNLESS OTHERWISE SPECIFIED, THE FULLY EXECUTED PURCHASE ORDER WILL BE CONSIDERED NOTICE TO PROCEED.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE MATERIALS OR WORKMANSHIP SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM WITH THE SPECIFICATIONS OF THE BID AND CONTRACT 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 PRESTON 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</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE *Ed Deetrich* TELEPHONE **(215) 631-1323** DATE **7/28/09**  
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OF THIS CONTRACT:						
<p>(XX) INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF COMMERCIAL GENERAL LIABILITY INSURANCE PRIOR TO ISSUANCE OF CONTRACT. UNLESS OTHERWISE SPECIFIED IN THE BID DOCUMENTS, THE MINIMUM AMOUNT OF INSURANCE COVERAGE REQUIRED IS \$250,000.</p> <p>( ) BUILDERS RISK INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF BUILDERS RISK - ALL RISK INSURANCE IN AN AMOUNT EQUAL TO 100% OF THE AMOUNT OF THE CONTRACT.</p> <p>(XX) BONDS: FIVE PERCENT (5%) OF THE TOTAL AMOUNT OF THE BID PAYABLE TO THE STATE OF WEST VIRGINIA, SHALL BE SUBMITTED WITH EACH BID AS A BID BOND. THE SUCCESSFUL BIDDER SHALL ALSO FURNISH A PERFORMANCE BOND AND LABOR/MATERIAL BOND FOR 100% OF THE AMOUNT OF THE CONTRACT. BONDS MAY BE PROVIDED IN THE FORM OF A CERTIFIED CHECK 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 &amp; STEEL IN PUBLIC WORKS</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Ed Detterbeck</i>	TELEPHONE <b>(215) 631-1323</b>	DATE <b>7/28/09</b>
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				<b>PROJECTS</b>		
				<p>IN ACCORDANCE WITH WEST VIRGINIA CODE 5-19-1 ET., SEQ., EVERY CONTRACT FOR CONSTRUCTION, RECONSTRUCTION, ALTERATION, REPAIR, IMPROVEMENT OR MAINTENANCE OF PUBLIC WORKS, WHERE THE COST IS MORE THAN \$50,000 AND, IN THE CASE OF STEEL ONLY, WHERE THE COST OF STEEL IS MORE THAN \$50,000 OR WHERE MORE THAN 10,000 POUNDS OF STEEL ARE REQUIRED, THE STATE WILL ACCEPT ONLY ALUMINUM GLASS, OR STEEL PRODUCTS PRODUCED IN THE UNITED STATES. IN ADDITION, ITEMS OF MACHINERY OR EQUIPMENT PURCHASED FOR USE AT THE SITE OF PUBLIC WORKS SHALL BE MADE OF DOMESTIC ALUMINUM, GLASS OR STEEL, UNLESS THE COST OF THE PRODUCT IS LESS THAN \$50,000 OR LESS THAN 10,000 POUNDS OF STEEL ARE USED IN PUBLIC WORKS PROJECTS.</p> <p>FOREIGN MADE ALUMINUM, GLASS OR STEEL PRODUCTS MAY BE 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>		

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REV. 3/88						
EXHIBIT 9						
NOTICE FOR ISSUANCE & ACKNOWLEDGEMENT OF CONSTRUCTION PROJECT ADDENDA THE ARCHITECT/ENGINEER AND/OR AGENCY SHALL BE REQUIRED TO ABIDE BY THE FOLLOWING SCHEDULE IN ISSUING CONSTRUCTION PROJECT ADDENDA FOR STATE AGENCIES: (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. (2) THE BUYER SHALL SEND THE ADDENDUM TO ALL INTERESTED PARTIES AND, IF NECESSARY, EXTEND THE BID OPENING DATE. ANY ADDENDUM SHOULD BE RECEIVED BY THE BUYER WITHIN FOURTEEN (14) DAYS PRIOR TO THE BID OPENING DATE. (3) ALL ADDENDA SHOULD BE FORMALLY ACKNOWLEDGED BY ALL 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.						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <b>Ed [Signature]</b>	TELEPHONE <b>(215) 631-1323</b>	DATE <b>7/28/09</b>
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LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
	REV. 11/96					
	EXHIBIT 10					
	ADDENDUM ACKNOWLEDGEMENT					
	I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.					
	ADDENDUM NOS.:					
	NO. 1	..	RECEIVED	.....		
	NO. 2	..	RECEIVED	.....		
	NO. 3	..	.....	.....		
	NO. 4	..	.....	.....		
	NO. 5	..	.....	.....		
	I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF TH ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF THE BIDS.					
	VENDOR MUST CLEARLY UNDERSTAND THAT ANY VERBAL REPRESENTATION MADE OR ASSUMED TO BE MADE DURING ANY ORAL DISCUSSION HELD BETWEEN VENDOR'S REPRESENTATIVES AND ANY STATE PERSONNEL IS NOT BINDING. ONLY THE INFORMATION ISSUED IN WRITING AND ADDED TO THE SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING.					
	<i>Ed Deetscrech</i>					SIGNATURE

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<p><b>STAINLESS LLC</b> ..... COMPANY  <b>7/28/09</b> ..... DATE</p> <p>REV. 11/96</p> <p><b>CONTRACTORS LICENSE</b></p> <p>WEST VIRGINIA STATE CODE 21-11-2 REQUIRES THAT ALL PERSONS DESIRING TO PERFORM CONTRACTING WORK IN THIS STATE MUST BE LICENSED. THE WEST VIRGINIA CONTRACTORS LICENSING BOARD IS EMPOWERED TO ISSUE THE CONTRACTORS LICENSE. APPLICATIONS FOR A CONTRACTORS LICENSE MAY BE MADE BY CONTACTING THE WEST VIRGINIA DIVISION OF LABOR CAPITOL 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: <b>STAINLESS LLC/DOTY MOORE TOWER SERVICES LLC</b></p> <p>CONTRACTORS LICENSE NO.: <b>WV036376</b></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><b>APPLICABLE LAW</b></p> <p>THE WEST VIRGINIA STATE CODE, PURCHASING DIVISION RULES AND REGULATIONS, AND THE INFORMATION PROVIDED IN</p>						

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SIGNATURE <b>Ed Dietzsch</b>	TELEPHONE <b>(215) 631-1323</b>	DATE <b>7/28/09</b>
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BID OPENING DATE: **07/30/2009**      BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>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 CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT WITHOUT FURTHER ORDER.</p> <p>REV. 5/2009</p> <p style="text-align: center;">NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p style="text-align: center;">DEPARTMENT OF ADMINISTRATION          PURCHASING DIVISION          BUILDING 15          2019 WASHINGTON STREET, EAST          CHARLESTON, WV 25305-0130</p> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER:      SHELLY MURRAY</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Ed Oestereich</i>	TELEPHONE (215) 631-1323	DATE 7/28/09
--------------------------------	--------------------------	--------------

TITLE VP OF OPERATIONS	FEIN 201061945	ADDRESS CHANGES TO BE NOTED ABOVE
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WHEN RESPONDING TO REQ. INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



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

# Request for Quotation

RFQ NUMBER  
**EBA228**

PAGE  
**9**

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

RODZPV

\*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
06/24/2009				

BID OPENING DATE: **07/30/2009**      BID OPENING TIME: **01:30PM**

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
				EBA228		
				BID OPENING DATE:		07/30/2009
				BID OPENING TIME:		1:30 PM
				PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: <div style="text-align: center;">(215) 631-1425</div>		
				PLEASE PRINT OR TYPE NAME OF PERSON TO CONTACT CONCERNING THIS QUOTE: <div style="text-align: center;">ED DEETS CREEK</div>		
				***** THIS IS THE END OF RFQ	EBA228 ***** TOTAL:	<u>\$208,614.00</u>
				*ADDITIONAL OPTIONAL SERVICES		<u>\$37,581.00</u>

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Ed Deets Creek</i>	TELEPHONE <b>(215) 631-1323</b>	DATE <b>7/28/09</b>
TITLE <b>VP OF OPERATIONS</b>	FEIN <b>201061945</b>	ADDRESS CHANGES TO BE NOTED ABOVE

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

**Request For Quotation EBA228**

**9 Pricing Page**

Base Price \$ 208,614.00

Add Alternate  
Temporary Measures \$ 37,581.00  
Due to Delays  
Per 4 Scheduling (SEE NOTES IN SUBMITTED PROPOSAL)

The award will be made based upon the Base Price.

Vendor: STAINLESS LLC

Signature: Ed Osterwald

Date: 7/28/09

RFQ No EBA 228STATE OF WEST VIRGINIA  
Purchasing Division**PURCHASING AFFIDAVIT****VENDOR OWING A DEBT TO THE STATE:**

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

**PUBLIC IMPROVEMENT CONTRACTS & DRUG-FREE WORKPLACE ACT:**

If this is a solicitation for a public improvement construction contract, the vendor, by its signature below, affirms that it has a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the *West Virginia Code*. The vendor **must** make said affirmation with its bid submission. Further, public improvement construction contract may not be awarded to a vendor who does not have a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the *West Virginia Code* and who has not submitted that plan to the appropriate contracting authority in timely fashion. For a vendor who is a subcontractor, compliance with Section 5, Article 1D, Chapter 21 of the *West Virginia Code* may take place before their work on the public improvement is begun.

**ANTITRUST:**

In submitting a bid to any agency for the state of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the state of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the state of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the state of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder.

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership or person or entity submitting a bid for the same materials, supplies, equipment or services and is in all respects fair and without collusion or fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

**LICENSING:**

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

**CONFIDENTIALITY:**

The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.

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

Vendor's Name: STAINLESS LLC  
Authorized Signature: Ed DeJorred Date: 7/29/09



*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\_1910\_001*

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



July 29, 2009

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

**Re: Proposal # P09\_1910\_001**  
Existing 449 ft. Stainless G-5 Tower  
**Location: Morgantown, WV**

Dear Shelly,

Stainless LLC is pleased to submit the following proposal for antenna and line removals and relocations on your tower located in Morgantown, WV, as per your RFQ document EBA 228.

Our Contractor's License number for the State of West Virginia is WV036376 and expires on 3/29/2010. Included in this proposal is material from Dielectric (material and manpower) needed to achieve your published scope of work in addition to some transmission line support steel for the tower in order to extend an existing 3-1/8" line from 415 ft. to the tower top (449 ft.).

In your RFQ there is a mention of "implementing temporary measures" should some unforeseen problem arise. I have included a price in our proposal for the installation of a stand-by antenna should an issue arise where the existing side mount antenna cannot be relocated to the tower top during our crew's mobilization. Additionally, included in the proposal is an analysis on the tower structure under the new loading conditions. Our proposal does not include any material or modifications that may be required as a result of the analysis. Should tower modifications be required based on the recommendations of the analysis then we will quote this as needed.

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  
VP of Operations

Attachment

## ***PROPOSAL: EXHIBIT "A"***

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

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### **Stainless Engineering and Fabrication service for site to include:**

Lot 1. Materials Supplied will include the following:

- a. Inspection report on current condition of tower
- b. Structural Analysis report taking into account the current equipment as found on the tower during tower inspection called out in "a" along with the equipment changes called for in this new project. This proposal does not include any material or install that may be recommended as a result of the analysis.
- c. I/L support steel (with mounting hardware) required to extend the 3-1/8" I/L presently on the tower from its current elevation of 415 ft. to the top of the tower (449 ft.)
- d. New I/L and required hangers/braces/etc in order to extend existing 3-1/8" I/L currently on the tower from its current elevation of 415 ft. to the top of the tower (449 ft.)
- e. New wedding cake adapter and mounting bolts to allow for the installation of the existing 881-24 antenna to its new top mount location
- f. Assembly, Installation and guy tension drawings for above mentioned items.

Lot 2 Services will include installation of the above-mentioned materials. Complete services are as follows:

- a. Perform tower inspection
- b. Perform structural analysis using equipment presently on the tower but taking into account prospective changes
- c. Mobilization
- d. Off load material and equipment
- e. Inventory Material
- f. Set up site and rig tower
- g. Install and jump gin pole
- h. Remove the Dielectric 881-24 antenna at the 415 ft. elevation and lower it to the ground for inspection and evaluation by Dielectric personnel (Dielectric personnel contracted by Stainless LLC)
- i. Remove top mounted TFU-38J antenna
- j. Load antenna onto truck for off-site disposal (truck and disposal not included in this proposal)
- k. Remove ~474 ft. of 6-1/8" I/L currently feeding top mount antenna
- l. Load I/L onto truck for off-site disposal (truck and disposal not included in this proposal)
- m. Assuming 881-24 antenna checks out, re-install antenna to top of tower using new adapter plate and hardware
- n. Install new support steel, hangers, 3-1/8" I/L, etc., from 415 ft. to top of tower (449 ft.) connecting new line to re-located antenna. Paint new steel to match existing paint scheme
- o. Assist with check out of antenna and line
- p. If 881-24 antenna is evaluated and it is determined the antenna must be shipped off site and cannot be re-located on the tower during the current crew mobilization (crew de-mobilizes when the available work is completed), a stand-by antenna will be shipped to the site and installed on the tower for temporary use. This option includes the use of the antenna for up to 3 months from the date of install. Crew re-mobilization to the site for install of the original antenna and removal of the stand-by antenna is not included in this proposal. (**OPTIONAL WORK \***)
- q. Lower and remove gin pole
- r. Perform tower plumb and tension to New Values determined by analysis
- s. Re-install lighting to top of re-located antenna
- t. Perform Inspection of work completed, Clean up punch list and Document
- u. Down Rig and Clean up site



v De-Mobilize

PRICE FOR ALL MODIFICATIONS AND SERVICES.....\$ 208,614.00

ADDITIONAL PRICE FOR OPTIONAL SERVICES SPECIFIED (OPTIONAL WORK \*).....\$ 37,581.00

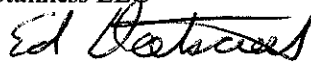
**PAYMENT TERMS:**

- 40% due upon execution of this Agreement ("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 material and 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 and does not include weekends.
3. Power reduction on some antennas, as well as down time, should be expected during tower modifications.
4. Assumes no RF protective clothing is required.
5. Assumes service crews have full access to Customer's site and tower.
6. 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.
7. Customer hereby agrees and acknowledges that Stainless 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.
8. **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  
VP of Operations

Accepted by:  
State of West Virginia

\_\_\_\_\_  
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 Customer's site

Final Balance invoiced upon job 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 Contractor's 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: \_\_\_\_\_



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



# Quotation

**Customer**  
 STAINLESS LLC  
 1140 WELSH ROAD  
 NORTH WALES PA 19454  
 USA

**Information**  
 Quote Number 2016326  
 Quote Date 07/22/2009  
 Customer No. 110365  
 Currency USD  
 Validity Start Date 07/22/2009  
 Validity End Date 09/22/2009

**Ship-To-Party**  
 STAINLESS LLC  
 1140 WELSH ROAD  
 NORTH WALES PA 19454  
 USA

**Header Information**  
 Terms of payment: Net due in 30 days  
 Incoterms: PPA FOB RAYMOND

Item	Material Number / Cat. Num / Description	Quantity	Unit Price	Amount
10	R14954/ FIELD SERVICE FOR WV PUBLIC BCSTG  Requested field service for a system checkout prior to removal; for the physical external inspection (the antenna will remain intact - antenna components will not be disassembled for inspection) once the antenna is brought down (Stainless should ensure system is pressure tight prior to removal); and a system checkout after antenna is re-installed. (1) Technician on site for (4) days - additional days, if necessary, will be billed at our standard rate of <b>750</b> per day plus expenses 15% on expenses only/  Please call (3) days in advance to request services	1 EA		
20	R71094/ T/L 3-50 EIA MF EXP 237.00 LG	2 EA		
30	RTLSCR3 / 562173-99 / T/L 3-50 EIA LENGTH UP TO 10 FEET	1 EA		
40	R0006085504 / DC 370-036 / HANGER VERT 3 1/8 SPG SIN GRD	4 EA		
50	R0004264502 / DC 370-038 / LATERAL BRACE 3 1/8 T/L	2 EA		
60	RCUSTOM/ 1 FOOT WEDDING CAKE  To adapt tower top hole pattern for existing 38J/V antenna mounting hole pattern to relocated 881 antenna, and to orient main beam of 881 to correct azimuth. Customer to confirm tower orientation.	1 EA		
70	11000000077/ LOT MOUNTING BOLTS  Required new mounting bolts for 881 to new wedding cake adapter, and from mounting adapter to existing antenna hole pattern. Customer must confirm tower top plate thickness	1 EA		





22 Tower Road  
 Raymond, ME 04071  
 Phone: 207-655-4555  
 Fax: 207-655-8173  
 Internet: [www.dielectric.com](http://www.dielectric.com)



Quote Number 2016326

Quote Date 07/22/2009

Customer No. 110365

**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.

**BID BOND**

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Stainless, LLC  
of North Wales, PA, as Principal, and Arch Insurance Company  
of Mullica Hill, NJ, a corporation organized and existing under the laws of the State of MO  
MO with its principal office in the City of Mullica Hill, as Surety, are held and firmly bound unto the State  
of West Virginia, as Obligee, in the penal sum of Five Percent of Amount Bid (\$ 5%) for the payment of which,  
well and truly to be made, we jointly and severally bind ourselves, our heirs administrators executors, successors and assigns

The Condition of the above obligation is such that whereas the Principal has submitted to the Purchasing Section of the  
Department of Administration a certain bid or proposal, attached hereto and made a part hereof, to enter into a contract in writing for  
ANTENNA AND LINE REMOVAL AND INSTALL FOR: STATE OF WEST VIRGINIA, DEPARTMENT OF  
ADMINISTRATION, RFQ # EBA 228

NOW THEREFORE,

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

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

IN WITNESS WHEREOF, Principal and Surety have hereunto set their hands and seals, and such of them as are corporations  
have caused their corporate seals to be affixed hereunto and these presents to be signed by their proper officers, this  
30th day of July, 2009

Principal Corporate Seal

Stainless, LLC  
(Name of Principal)

By Ed Steinhilber  
(Must be President or  
Vice President)

VP OF OPERATIONS  
(Title)

Surety Corporate Seal



Arch Insurance Company  
(Name of Surety)

By Stephanie D. Freeman  
Stephanie D. Freeman Attorney-in-Fact

## POWER OF ATTORNEY

Know All Men By These Presents:

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

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 30th day of July, 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 30th day of July, 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, ED DEETSCREEK, after being first duly sworn, depose and state as follows:

- 1. I am an employee of STAINLESS LLC; and,  
(Company Name)
- 2. I do hereby attest that STAINLESS 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.

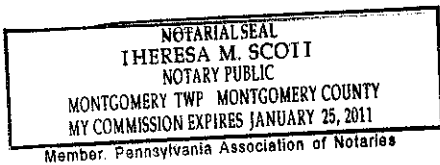
The above statements are sworn to under the penalty of perjury.

STAINLESS LLC  
(Company Name)

By: Ed Deetscreek

Title: VP OF OPERATIONS

Date: 7/29/09



Taken, subscribed and sworn to before me this 29<sup>th</sup> day of July.

By Commission expires January 25, 2011

(Seal)

Theresa M Scott  
(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)  
7/29/2009

PRODUCER (410)480-4400 FAX: (410)465-0759  
**ATLANTIC RISK MANAGEMENT CORP**  
  
 5850 Waterloo Road, Suite 240  
 Columbia MD 21045  
  
 INSURED  
**Stainless, LLC**  
 1140 Welsh Road #250  
  
 North Wales PA 19454

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.

<b>INSURERS AFFORDING COVERAGE</b>	<b>NAIC #</b>
INSURER A: <b>Lexington Insurance Co</b>	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

**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								
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR  GEN L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$								
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$								
	<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$								
	<b>EXCESS/UMBRELLA LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$								
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				<table border="1"> <tr> <td>WC STATU-TORY LIMITS</td> <td>OTH-ER</td> </tr> <tr> <td>E.L. EACH ACCIDENT</td> <td>\$</td> </tr> <tr> <td>E.L. DISEASE - EA EMPLOYEE</td> <td>\$</td> </tr> <tr> <td>E.L. DISEASE - POLICY LIMIT</td> <td>\$</td> </tr> </table>	WC STATU-TORY LIMITS	OTH-ER	E.L. EACH ACCIDENT	\$	E.L. DISEASE - EA EMPLOYEE	\$	E.L. DISEASE - POLICY LIMIT	\$
WC STATU-TORY LIMITS	OTH-ER												
E.L. EACH ACCIDENT	\$												
E.L. DISEASE - EA EMPLOYEE	\$												
E.L. DISEASE - POLICY LIMIT	\$												
<b>A</b>	<b>OTHER Professional Liability</b>	1225102	5/1/2009	5/1/2010	Limit \$1,000,000 <b>Aggregate</b> Limit \$1,000,000 <b>Occurrence</b> Deductible \$50,000								

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS  
 Insurance Verification

**CERTIFICATE HOLDER**  
  
 Insured Copy

**CANCELLATION**  
 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 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/JMCDAN *David J. Saul*

## **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:

Stainless, LLC  
Doty Moore Tower Services, Inc.