



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
AGR0728

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
RON PRICE
304-558-0492

VENDOR

*709054623 304-592-2083
LEE REGER BUILDS INC
PO BOX 1872

SHINNSTON WV 26431

SHIP TO

DEPARTMENT OF AGRICULTURE
MOOREFIELD FIELD OFFICE
BOX 302
RR 1
MOOREFIELD, WV
26836-0302 304-558-2222

DATE PRINTED 09/25/2006	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
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BID OPENING DATE: **10/26/2006** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		971-08	\$73,425.00	\$73,425.00
<p>CONSTRUCTION OF A POLE BUILDING</p> <p>CONTRACT FOR THE CONSTRUCTION OF A POLE BUILDING AT THE WVDA MOOREFIELD OFFICE GROUNDS LOCATED AT 60B MOOREFIELD INDUSTRIAL PARK ROAD, MOOREFIELD, WV PER THE ATTACHED SPECIFICATIONS.</p> <p>A MANDATORY ON-SITE PRE-BID WILL BE HELD ON 10/12/06 AT 1:00 PM. FAILURE TO ATTEND THE PRE-BID WILL RESULT IN DISQUALIFICATION OF THE BID. NO ONE PERSON MAY REPRESENT MORE THAN ONE VENDOR.</p> <p>PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS</p> <p>1. EXCEPT WHEN AUTHORIZED BY THE DIRECTOR OF THE PURCHASING DIVISION PURSUANT TO SUBSECTION 2 BELOW, NO CONTRACTOR MAY USE OR SUPPLY STEEL PRODUCTS FOR A STATE CONTRACT PROJECT OTHER THAN THOSE STEEL PRODUCTS MADE IN THE UNITED STATES. AS USED USED IN THIS CONTRACT,</p> <p>A. "STATE CONTRACT PROJECT" MEANS ANY ERECTION OR CONSTRUCTION OF, OR ANY ADDITION TO, ALTERATION OF OR OTHER IMPROVEMENT TO ANY BUILDING OR STRUCTURE, INCLUDING, BUT NOT LIMITED TO, ROADS OR HIGHWAYS, OR THE INSTALLATION OF ANY HEATIN OR COOLING OR VENTILATING PLANTS OR OTHER EQUIPMENT, OR THE SUPPLY OF AND MATERIALS FOR SUCH PROJECTS, PURSUANT TO A CONTRACT WITH THE STATE OF WEST VIRGINIA FOR WHICH BIDS WERE SOLICITED ON OR AFTER JUNE 6, 2001.</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE 	TELEPHONE 304-592-2083	DATE 11-1-06
TITLE President	FAX 55-066-6753	ADDRESS CHANGES TO BE NOTED ABOVE

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



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<p>EXHIBIT 5</p> <p>NOTICE TO PROCEED: THIS CONTRACT IS TO BE PERFORMED BY MAY 31, 2007.</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 HARDY 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>						

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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 PERFORMANCE AND LABOR & MATERIAL BOND WILL ONLY BE ALLOWED FOR PROJECTS UNDER \$100,000. PERSONAL OR BUSINESS CHECKS ARE NOT ACCEPTABLE IN LIEU OF THE 5% BID BOND, PERFORMANCE BOND, OR LABOR AND MATERIAL BOND.</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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NO. 1		Addendum #1		10/24/06 LK		
NO. 2		N/A		LR		
NO. 3		N/A		LR		
NO. 4		N/A		LR		
NO. 5		N/A		LR		
<p>I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF TH ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF THE BIDS.</p> <p><i>Lee Reger</i>.....SIGNATURE</p> <p>..Lee Reger Builds, Inc.....COMPANY</p> <p>..11/1/06.....DATE</p> <p>REV. 11/96</p> <p>CONTRACTORS LICENSE</p> <p>WEST VIRGINIA STATE CODE 21-11-2 REQUIRES THAT ALL PERSONS DESIRING TO PERFORM CONTRACTING WORK IN THIS STATE MUST BE LICENSED. THE WEST VIRGINIA CONTRACTORS LICENSING BOARD IS EMPOWERED TO ISSUE THE CONTRACTORS LICENSE. APPLICATIONS FOR A CONTRACTORS LICENSE MAY BE MADE BY CONTACTING THE WEST VIRGINIA DIVISION OF LABOR CAPITOL COMPLEX, BUILDING 3, ROOM 319, CHARLESTON, WV 25305. TELEPHONE: (304) 558-7890.</p> <p>WEST VIRGINIA STATE CODE 21-11-11 REQUIRES ANY</p>						

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SIGNATURE <i>Lee Reger</i>	TELEPHONE 304-592-2083	DATE 11-1-06
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<p>PROSPECTIVE BIDDER TO INCLUDE THE CONTRACTORS LICENSE NUMBER ON THEIR BID.</p> <p>BIDDER TO COMPLETE:</p> <p>CONTRACTORS NAME: Lee Reger Builds, Inc.</p> <p>CONTRACTORS LICENSE NO.: WV000081</p> <p>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FURNISH A COPY OF THEIR CONTRACTORS LICENSE PRIOR TO ISSUANCE OF A PURCHASE ORDER/CONTRACT</p> <p>APPLICABLE LAW</p> <p>THE WEST VIRGINIA STATE CODE, PURCHASING DIVISION 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, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.</p> <p>REV. 1/2005</p> <p>NOTICE</p>						

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<p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p>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: 41</p> <p>REQ. NO.: AGR0728</p> <p>BID OPENING DATE AND TIME</p> <p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:</p> <p><u>304-592-3920</u></p> <p>PLEASE PRINT OR TYPE NAME OF PERSON TO CONTACT CONCERNING THIS QUOTE:</p> <p><u>John Kissella</u></p>						

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LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
***** THIS IS THE END OF RFQ AGR0728 ***** TOTAL:						<u>\$73,425.00</u>

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D) GENERAL

A) DESCRIPTION

- 1) The West Virginia Department of Agriculture (WVDA) is soliciting bids for the construction of a pole building.
- 2) The successful bidder shall provide all labor, material, and drawings required to erect this building on the WVDA Moorefield Office Grounds located at 60B Moorefield Industrial Park Road, Moorefield, WV 26836.
- 3) Job must be completed before May 31, 2007.

B) SUBMITTALS

- 1) The successful bidder must submit detailed installation drawings to the owner for review. Do not proceed with material purchase prior to review and owner's approval of installation drawings. Do not use drawings prepared by the owner for installation drawings. Installation drawings shall show methods of installation, footer design, and spacing for pole, wall girts, purlins, trusses, and bracing, roof and wall panels, ridge vent, gutter and downspout layout.
- 2) All manufacturers' installation instructions and operation manuals shall be submitted to the owner upon completion of this project.

C) WARRANTY

- 1) Warranties shall accompany the final invoice and shall include, but not be limited to, items such as roof panels, wall panels, and doors.
- 2) Manufactures warranty notification shall be the responsibility of the contractor.
- 3) All other workmanship and materials shall be warranted for one year, beginning upon completion of this project

D) PRODUCT DELIVERY, STORAGE, AND HANDLING

- 1) Deliver materials to the job in sufficient quantity to permit work to continue without interruption.
- 2) Comply with manufacture's instructions for proper material storage.
- 3) Any materials which are found to be damaged shall be removed and replaced at the applicator's expense.
- 4) Store all materials and accessories above ground on well-supported platforms. Store under waterproof covering. Provide proper ventilation of metal roofing system to prevent condensation build up between each panel, trim, and flashing components.

E) USE OF THE PREMISES

- 1) Before beginning work, the contractor must secure approval from the building owner's representative for the following:
 - (a) Areas permitted for parking.
 - (b) Access to the site; this will generally be Monday thru Friday, between 6:00 a.m. and 5:00 p.m. No holiday or weekend work permitted without prior approval by the WVDA contact.

(c) Areas permitted for storage of materials and debris.

(d) The WVDA contact for this project is:

Steve Miller, Executive Director, Eastern Operations
 60B Moorefield Industrial Park Road
 Moorefield, WV 26836
 TEL: (304) 538-2397
 FAX: (304) 538-7088
 E-mail: smiller@ag.state.wv.us

F) EXISTING CONDITIONS

- 1) If discrepancies are discovered between the existing conditions and those noted on the drawings, immediately notify the owner's representative by phone and solicit approval prior to commencing with the work.

G) UTILITIES

- 1) On-site power for construction purposes will be made available.
- 2) Water is not available on site, but a hook up can be obtained from the office building as designated by the owner.
- 3) Temporary sanitary facilities: on-site sanitary facilities will not be available. The building contractor will be responsible for the provision and maintenance of portable toilets or their equal.

H) JOB SITE PROTECTION

- 1) Security: obey the owner's requirements for personnel identification, inspection, and other security measures.
- 2) The building contractor shall adequately protect the building, paved areas, service drives, lawn, shrubs, trees, etc. from damage while performing the required work. The contractor shall repair or be responsible for costs to repair all property damaged during the building process.
- 3) The building contractor shall remove all debris from the job site in a timely and legally acceptable manner so as not to detract from the aesthetics or the functions of the building.

I) CLEAN UP

- 1) Perform daily clean-up to collect all wrappings, empty containers, paper, and other debris from the project site.
- 2) Upon completion, all debris must be disposed of in a legally acceptable manner.

J) QUALITY ASSURANCE

- 1) This project shall meet or exceed the 2003 International Building Code (IBC), Hardy County WV. When discrepancy arises between these specifications and the 2003 IBC, the more stringent requirement shall be followed.
- 2) All bidders must be licensed to do business with the State of West Virginia.
- 3) The Contractor and/or Subcontractors shall pay the higher of the U.S. Department of Labor minimum wage or rate as established for the respective WV County pursuant to WV Code 21-5-1, ET, SEQ.

- 4) The building contractor shall be thoroughly experienced and upon request be able to provide evidence of having at least five (5) years successful experience erecting pole buildings and having erected at least one (1) building of equal or greater size within the past year.
- 5) Provide adequate number of experienced workmen regularly engaged in this type of work who are skilled in the application techniques of the materials specified. Provide at least one thoroughly trained and experienced superintendent on the job at all times while the work is in progress.

K) JOB CONDITIONS, CAUTIONS AND WARNINGS

- 1) No underground utilities are known to exist within the building foot print.
- 2) Before excavation, it is the contractor's responsibility to contact Miss Utility.

II) SCOPE OF WORK

A) SITE PREPARATION

- 1) Before work begins the final grade preparation will be the responsibility of WVDA.
- 2) The successful vendor shall be responsible for excavation of the column footings.

B) BUILDING DETAILS

- 1) Size - Building shall be no less than 72-foot side wall x 30-foot end wall x 18-foot in height. Height is measured from final grade to the bottom of the roof truss. Building shall be open bays with no interior support post.
- 2) Garage doors - Install four (4) operational, non-insulated, sectional, overhead, and commercial, garage doors with locks. Doors shall be equipped with electronic opener. Electric hookup will be provided by others. Two (2) overhead doors at least 12-foot wide x 16-foot high and two (2) overhead doors at least 12-foot wide x 12-foot high.
- 3) Entrance door - Install one (1), primed and finished, steel entrance doors with lock, (see drawing) on the side facing the WVDA office building. Entrance door shall be a minimum 36-inch wide, 6-foot 8-inch-high. Entrance door location is indicated on attached drawing.

C) WOOD MEMBERS

- 1) All wood members that reside within two feet of final grade shall be .060 C.C.A. treated.
- 2) Trusses shall be designed to support the wind, snow, and dead loads for this county. This building shall be a clear span structure with minimum 4:12 roof pitch, 30-pound ground snow load; 90-mile per hour wind load; and, 5-pound ceiling dead load.
- 3) Trusses and braces shall be installed according to the manufacture's specifications.

D) WALL AND ROOF COVERING

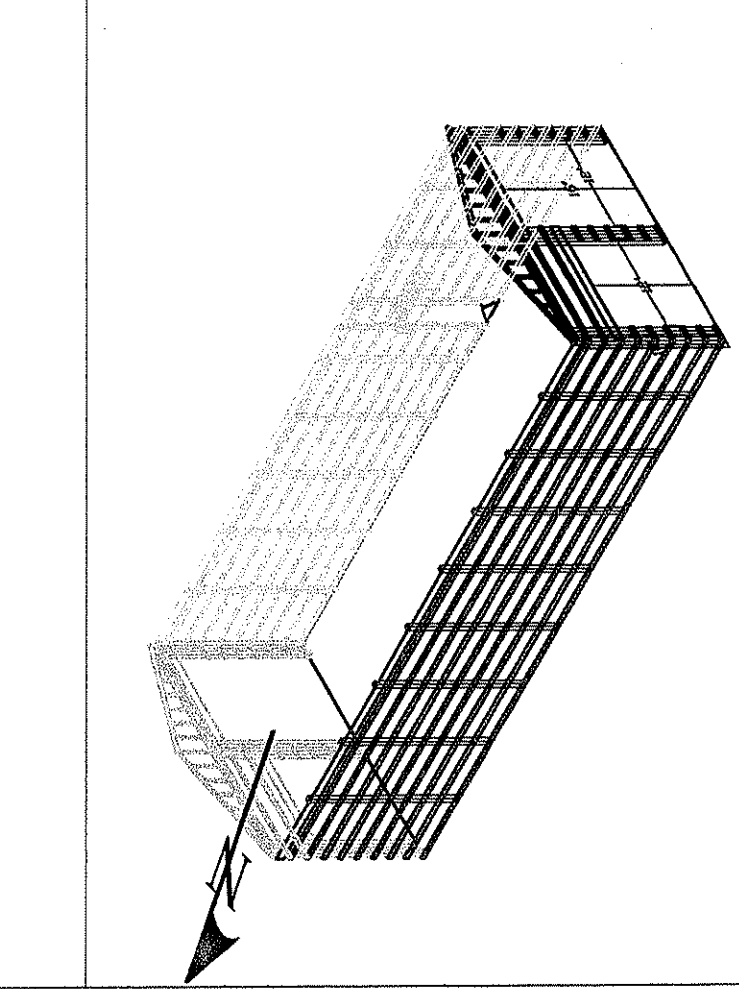
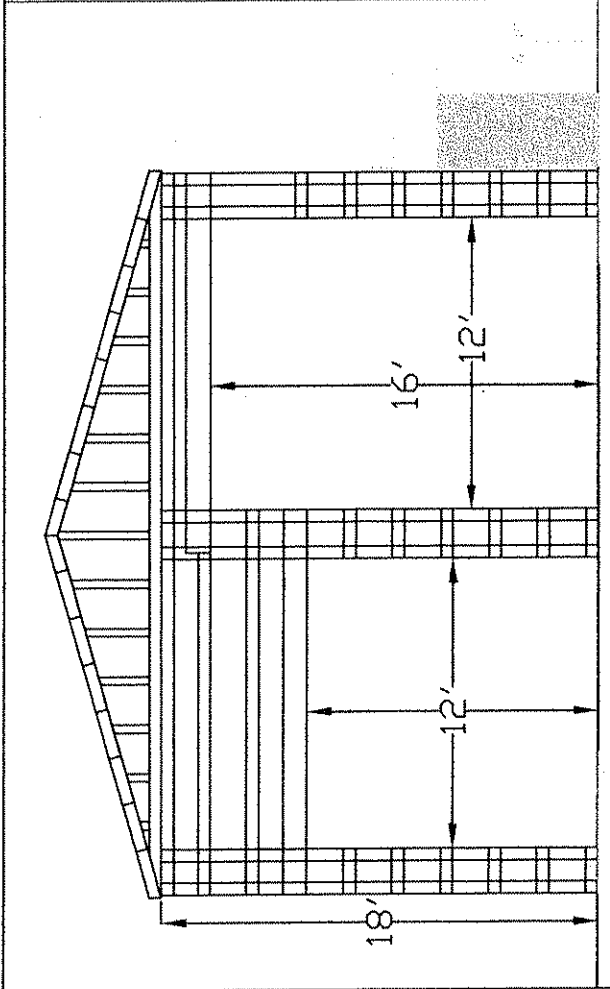
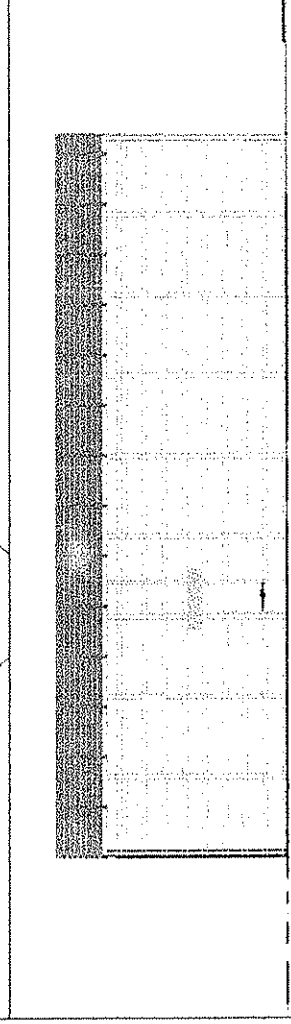
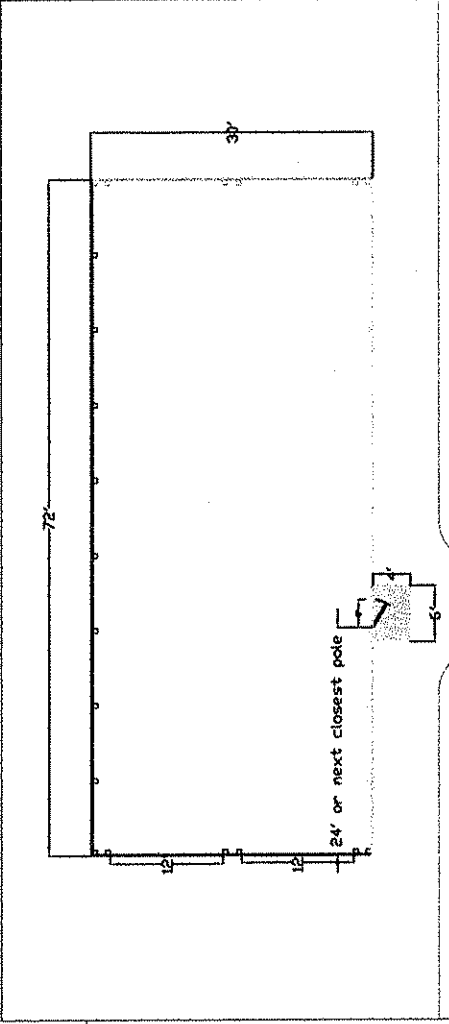
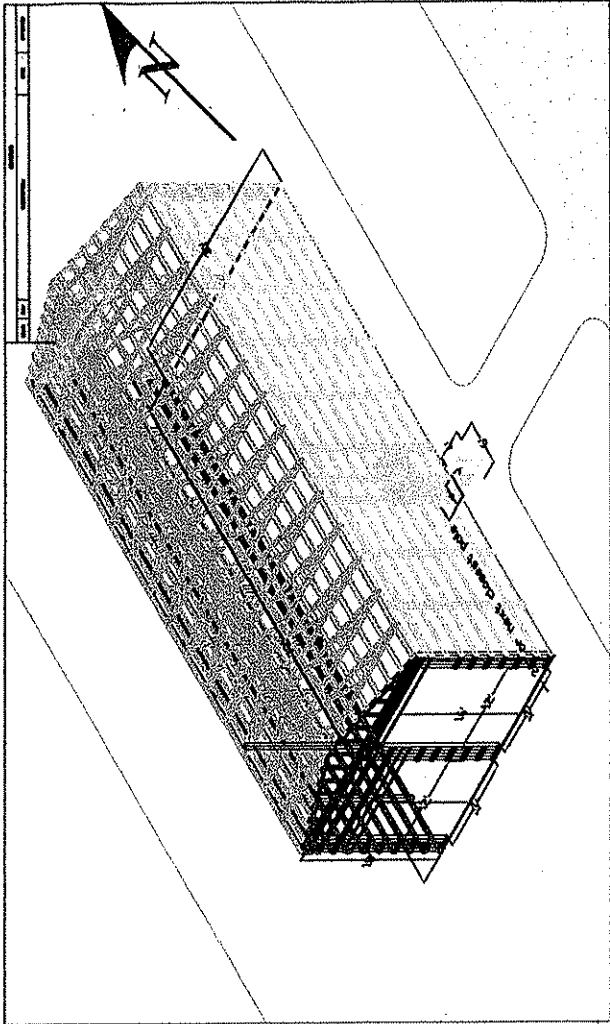
- 1) Roof and wall panels shall be pre-finished Galvalume 29-gauge and warranted for no less than 20 years.
- 2) Roof, wall panel, and trim package will be selected by the owner from the manufacture's color palate provide by the contractor.

- 3) Metal roofing shall have a snow retention system installed to protect the gutters and public from accumulating ice and snow.
- 4) Ridge vents shall cover no less than 50% of the ridge line.
- 5) Insulated roof with 2-inch RFSK faced fiberglass insulation.
- 6) No overhang on end wall is required.

E) GUTTER AND DOWNSPOUT

- 1) Minimal side wall overhang. Install 6-inch continuous gutter with 3 downspouts per side.
- 2) Downspouts drop to splash blocks.

NOTE - Drawings, preliminary specifications and documentation provided by the West Virginia Department of Agriculture are preliminary and for bid purposes only. No structural analysis has been provided in these preliminary specifications.



West Virginia Department of Agriculture	Mobile Incubator Storage Building Moorefield Field Office 600 West 4th Avenue Post Road Moorefield, WV 26041	Date: _____ Drawn: _____ Scale: 1/8" = 1'-0"
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Bond# 11615

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Lee Reger Builds, Inc.
of One Railroad St PO Box 1872 Shinnston WV 26431, as Principal, and American Southern Insurance Company
of 18051 Jefferson Park Rd #104 Middleburg, Kansas, a corporation organized and existing under the laws of the State of Kansas
with its principal office in the City of Atlanta GA, as Surety, are held and firmly bound unto the State
of West Virginia, as Obligee, in the penal sum of Seven Thousand Five Hundred \$ 7,500.00 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
Furnish and install one 30' x 72' x 18' pre-engineered post frame building with four overhead doors
one man door, insulated roof, ridge vents and gutter Job site is in the Moorefield Industrial Park
located outside of Moorefield, WV

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
26th day of October, 2006.

Principal Corporate Seal

Lee Reger Builds, Inc.
(Name of Principal)
By Lee Reger
(Must be President or
Vice President)
PRESIDENT
(Title)

Surety Corporate Seal

American Southern Insurance Company
(Name of Surety)
Jeffery L. Booth
Attorney-in-Fact
Jeffery L. Booth

IMPORTANT -Corporate seals must be affixed and a power of attorney must be attached.

AMERICAN SOUTHERN INSURANCE COMPANY

Home Office: 200 S.W. 30th Street
Topeka, Kansas 66611

Mailing Address: 3715 Northside Pkwy, NW
Bldg 400, Ste 800
Atlanta, Georgia 30327

GENERAL POWER OF ATTORNEY

Know all men by these Presents, that the American Southern Insurance Company had made, constituted and appointed, and by these presents does make, constitute and appoint Scott E. Stoltzner of Hoover, Alabama; Arthur S. Johnson of Atlanta, Georgia; Jessica B. Gardiner of Loganville, Georgia; Mary F. Holland of Chamblee, Georgia; Donald H. Gibbs of Atlanta, Georgia; Andrew C. Heaner of Atlanta, Georgia; Richard L. Shanahan of Atlanta, Georgia; Katherine S. Grimsley of Tampa, Florida; Jeffery L. Booth of Parma, Ohio; James E. Feldner of West Lake Ohio; Cheryl L. Torrao of Canton, Georgia; Garry W. Black of Murfreesboro, Tennessee; or David R. Brett of Columbia, South Carolina, EACH as its true and lawful attorney for it and its name, place and stead to execute on behalf of the said company, as surety, bonds, undertakings and contracts of suretyship to be given to all obligees provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount of the sum of \$850,000 (eight hundred fifty thousand dollars), including but not limited to consents of surety for the release of retained percentages and/or final estimates on construction contracts or similar authority requested by the Department of Transportation, State of Florida; and the execution of such undertakings, bonds, recognizances and other surety obligations, in pursuance of the presents, shall be as binding upon the Company as if they had been duly signed by the President and attested by the Secretary of the Company in their own proper persons.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted pursuant to due authorization by the Executive Committee of the Board of Directors of the American Southern Insurance Company on the 26th day of May, 1998:

RESOLVED, that the Chairman, President or any Vice President of the Company be, and that each or any of them hereby is, authorized to execute Powers of Attorney qualifying the attorney named in the given Power of Attorney to execute in behalf of the American Southern Insurance Company bonds, undertakings and all contracts of suretyship; and that any Secretary or any Assistant Secretary be, and that each or any of them hereby is, authorized to attest the execution of any such Power of Attorney, and to attach thereto the seal of the Company.

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company when so affixed and in the future, with respect to any bond undertaking or contract of suretyship to which it is attached.

In Witness Whereof, the American Southern Insurance Company has caused its official seal to be hereto affixed, and these presents to be signed by its President and attested by its Secretary this 16th day of May, 2006.

Attest: 
Gail A. Lee, Secretary

By: American Southern Insurance Company


Scott G. Thompson, President

STATE OF GEORGIA
SS:
COUNTY OF FULTON

On this 16th day of May, 2006, before me personally came Scott G. Thompson to me known, who being by me duly sworn, did depose and say that he resides in Atlanta, in the County of Fulton, State of Georgia, at 421 Hollydale Court; that he is the President of American Southern Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed and that he signed his name thereto pursuant to due authorization.


STATE OF GEORGIA
SS:
COUNTY OF FULTON

Candace T. Cheatham
Notary Public, State of Georgia
Qualified in DeKalb County

Commission Expires December 7, 2009

I, the undersigned, a Vice President of American Southern Insurance Company, a Kansas Corporation, DO HEREBY CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and, furthermore, that the Resolution of the Executive Committee of the Board of Directors set forth in the Power of Attorney is now in force.

Signed and sealed at the City of Atlanta, Dated the 26th day of October, 2006


John R. Huot
Vice President



State of West Virginia
Offices of the Insurance Commissioner
Certificate of Authority

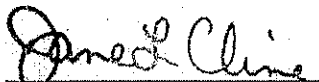
Whereas, AMERICAN SOUTHERN INSURANCE COMPANY domiciled in the State of Kansas has complied with all the requirements of the laws of this State so as to entitle it to transact its appropriate business in the State of West Virginia.

Therefore, I the undersigned, Insurance Commissioner of the State of West Virginia, pursuant to the authority vested in me by the laws of this State, do hereby authorize it to transact the business of insurance as defined in Chapter 33

ARTICLE 1, SECTION 10(c) -- FIRE
ARTICLE 1, SECTION 10(d) -- MARINE
ARTICLE 1, SECTION 10(e) -- CASUALTY
ARTICLE 1, SECTION 10(f) (1) (2) & (3) -- SURETY

of the 1931 Code of West Virginia as amended, in the State of West Virginia in accordance with the laws thereof until midnight on the 31st day of May, 2007, unless this license be sooner revoked. Pursuant to W. Va. Code 33-3-2(c), the above authorization does not allow the insurer to transact a kind of insurance in this State unless duly authorized or qualified to transact such insurance in the state or country of its domicile.

In Testimony Whereof, I have hereunto set my hand and affixed my seal of office at the City of Charleston this 1st day of June, 2006.


Jane L. Cline
Insurance Commissioner



WV File #0063

AFFIDAVIT

West Virginia Code §5A-3-10a states:

No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owned is an amount greater than one thousand dollars in the aggregate.

DEFINITIONS:

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

"Debtor" means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions.

"Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities.

"Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceed five percent of the total contract amount.

EXCEPTION:

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

LICENSING:

The vendor must be licensed in accordance with any and all state requirements to do business with the state of West Virginia.

CONFIDENTIALITY:

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

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

Vendor's Name: Lee Reger Builds, Inc.

Authorized Signature: 

Date: 11/1/06