



The following documentation is an electronically-submitted vendor response to an advertised solicitation from the *West Virginia Purchasing Bulletin* within the Vendor Self-Service portal at *wvOASIS.gov*. As part of the State of West Virginia's procurement process, and to maintain the transparency of the bid-opening process, this documentation submitted online is publicly posted by the West Virginia Purchasing Division at *WVPurchasing.gov* with any other vendor responses to this solicitation submitted to the Purchasing Division in hard copy format.

Header 5

[List View](#)

General Information

[Contact](#)[Default Values](#)[Discount](#)[Document Information](#)

Procurement Folder: 596730

Procurement Type: Central Purchase Order

Vendor ID: 000000205730

Legal Name: LEE REGER BUILDS INC

Alias/DBA:

Total Bid: \$140,000.00

Response Date: 08/27/2019

Response Time: 12:28

SO Doc Code: CRFQ

SO Dept: 0804

SO Doc ID: RMA2000000001

Published Date: 8/20/19

Close Date: 8/27/19

Close Time: 13:30

Status: Closed

Solicitation Description: Addendum No. 4 Roof removal and replacement - Cass Railroad

Total of Header Attachments: 5

Total of All Attachments: 5



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

**State of West Virginia
 Solicitation Response**

Proc Folder : 596730

Solicitation Description : Addendum No. 4 Roof removal and replacement - Cass Railroad

Proc Type : Central Purchase Order

Date issued	Solicitation Closes	Solicitation Response	Version
	2019-08-27 13:30:00	SR 0804 ESR08261900000001212	1

VENDOR
000000205730 LEE REGER BUILDS INC

Solicitation Number: CRFQ 0804 RMA2000000001

Total Bid : \$140,000.00 **Response Date:** 2019-08-27 **Response Time:** 12:28:30

Comments:

FOR INFORMATION CONTACT THE BUYER
 Tara Lyle
 (304) 558-2544
 tara.l.lyle@wv.gov

Signature on File	FEIN #	DATE
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All offers subject to all terms and conditions contained in this solicitation

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	Removal and replacement roof on Cass Locomotive Shop	1.00000	EA	\$140,000.000000	\$140,000.00

Comm Code	Manufacturer	Specification	Model #
72152601			

Extended Description :	Remove old roof and replace roof with new metal roof on Cass Locomotive Shop
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Exhibit B - Pricing Page - CRFQ RMA2000000001

Replacement of Roof on Cass Locomotive Shop Building					
Line Item	Description	Unit of	Unit	Quantity	Extended
		Measure	Cost	Needed	Cost
1	Remove and replace with roof on Cass Locomotive Shop per the specifications	Each	\$140,000. ⁵	1	\$140,000. ¹⁶
	(This includes tamping of this area)				
			Total Bid Amount: \$140,000. ¹⁵		

Bid or
Proposal
Bond

Ohio Farmers Insurance Company

Westfield Insurance® 1 Park Circle, P O Box 5001,
Westfield Center, Ohio 44251-5001 Toll Free 800-243-0210

KNOW ALL MEN BY THESE PRESENTS, that we, Lee Reger Builds, Inc.
PO Box 1872 Shinnston, WV 26431, as Principal, and
the Ohio Farmers Insurance Company, an Ohio Corporation, with its principal office at Westfield
Center, Ohio, as Surety, are held and firmly bound unto State of West Virginia
2019 Washington Street East Charleston, WV 25305, as Obligee, in
the penal sum of 5% of Bid Amount DOLLARS,
lawful money of the United States of America, for the payment of which, well and truly to be made, we bind
ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these
presents.

WHEREAS the said Principal is herewith submitting a bid or proposal for Remove old roof deck and replace with
a new metal roof on Cass Railroad Loco-motive shop building at Cass, WV;

NOW THEREFORE, the condition of the above obligation is such, that if the said Principal shall execute a
contract and give bond for the faithful performance thereof, if required by the contract, or if the Principal or Surety
shall pay the Obligee the difference, not exceeding the penal sum hereof, between the amount of the contract entered
into in good faith to perform the work to which the bid or proposal relates and the amount bid or proposed by the
Principal, then this obligation shall be void; otherwise it shall remain in full force and effect.

SIGNED this 20th day of August, 2019.

Lee Reger Builds, Inc.

Principal

By: Sheldon E. Reger V.P.
Sheldon E. Reger

Ohio Farmers Insurance Company

By: Carla J. Dobbins
Carla J. Dobbins

, Attorney-in-fact

THIS POWER OF ATTORNEY SUPERCEDES ANY PREVIOUS POWER BEARING THIS SAME POWER # AND ISSUED PRIOR TO 08/30/16, FOR ANY PERSON OR PERSONS NAMED BELOW.

POWER NO. 4750071 01

General Power of Attorney

Westfield Insurance Co. Westfield National Insurance Co. Ohio Farmers Insurance Co. Westfield Center, Ohio

CERTIFIED COPY

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint RANDALL E. KERNs, MICHAEL W. MASON, KRISTINE D. MASON, CARLA J. DOBBINS, LISA K. MCGUIRE, SHANNON CATTAFESTA, VICTORIA B. EVANS, TRACI L. CHILDERS, MICHAEL L. BOONE, MAXIMILIAN CADORETTE, JOINTLY OR SEVERALLY

of BRIDGEPORT and State of WV its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, undertakings, and recognizances; provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed THREE MILLION DOLLARS AND NO CENTS (\$3,000,000)----

LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be It Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"Be It Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their National Surety Leader and Senior Executive and their corporate seals to be hereto affixed this 30th day of AUGUST A.D., 2016 .

Corporate Seals Affixed



WESTFIELD INSURANCE COMPANY WESTFIELD NATIONAL INSURANCE COMPANY OHIO FARMERS INSURANCE COMPANY

By: Dennis P. Baus, National Surety Leader and Senior Executive

State of Ohio County of Medina ss.:

On this 30th day of AUGUST A.D., 2016, before me personally came Dennis P. Baus to me known, who, being by me duly sworn, did depose and say, that he resides in Wooster, Ohio; that he is National Surety Leader and Senior Executive of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial Seal Affixed



David A. Kotnik, Attorney at Law, Notary Public My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

State of Ohio County of Medina ss.:

I, Frank A. Carrino, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 30th day of August 2019 A.D.,



Frank A. Carrino Secretary



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

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

I, Sheldon Raber, after being first duly sworn, depose and state as follows:

- 1. I am an employee of Lee Rager Builds, Inc. and,
(Company Name)
- 2. I do hereby attest that Lee Rager Builds, Inc.
(Company Name)

maintains a written plan for a drug-free workplace policy and that such plan and policy are in compliance with **West Virginia Code §21-1D.**

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

Printed Name: Sheldon E. Raber

Signature: [Handwritten Signature]

Title: V.P.

Company Name: Lee Rager Builds, Inc.

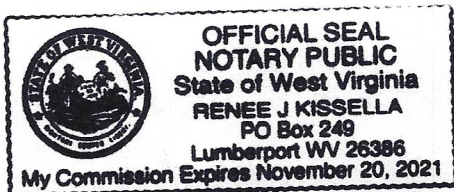
Date: 8/27/19

Taken, subscribed and sworn to before me this 27th day of Aug, 2019.

By Commission expires Nov. 20, 2021

(Seal)

[Handwritten Signature: Renee J Kissella]
(Notary Public)



STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

CONSTRUCTION CONTRACTS: Under W. Va. Code § 5-22-1(i), the contracting public entity shall not award a construction contract to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees.

ALL CONTRACTS: Under W. Va. Code §5A-3-10a, 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: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

EXCEPTION: The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. 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.

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.

"Employer default" means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

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

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that: (1) for construction contracts, the vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: Lee Reyer Builds, Inc.

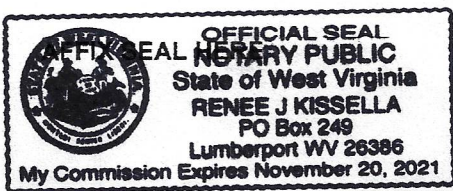
Authorized Signature: [Signature] Date: 8/27/19

State of West Virginia

County of Harrison, to-wit:

Taken, subscribed, and sworn to before me this 27th day of Aug, 2019.

My Commission expires Nov. 20, 2021.



NOTARY PUBLIC Renee J Kissella



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

State of West Virginia
 Request for Quotation
 09 - Construction

Proc Folder: 596730

Doc Description: Addendum No. 4 Roof removal and replacement - Cass Railroad

Proc Type: Central Purchase Order

Date Issued	Solicitation Closes	Solicitation No	Version
2019-08-20	2019-08-27 13:30:00	CRFQ 0804 RMA2000000001	5

BID RECEIVING LOCATION

BID CLERK
 DEPARTMENT OF ADMINISTRATION
 PURCHASING DIVISION
 2019 WASHINGTON ST E
 CHARLESTON WV 25305
 US

VENDOR

Vendor Name, Address and Telephone Number:

FOR INFORMATION CONTACT THE BUYER

Tara Lyle
 (304) 558-2544
 tara.l.yle@wv.gov

Signature X

FEIN #

55-0666753

DATE

8/27/19

All offers subject to all terms and conditions contained in this solicitation

ADDITIONAL INFORMATION:

Addendum No. 4

- 1. Responses to vendor questions attached.
- 2. To change number of days to complete the project from 45 days to 365 days. See attached information.
- 3. Bid opening remains on 08/27/2019 at 1:30 pm.

No other changes.

INVOICE TO		SHIP TO	
STATE RAIL AUTHORITY 120 WATER PLANT DR		STATE RAIL AUTHORITY (DBA) SOUTH BRANCH VALLEY RAILROAD 120 WATER PLANT DR	
MOOREFIELD	WW26836	MOOREFIELD	WW 26836
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Removal and replacement roof on Cass Locomotive Shop	1.00000	EA		

Comm Code	Manufacturer	Specification	Model #
72152601			

Extended Description :
Remove old roof and replace roof with new metal roof on Cass Locomotive Shop

SCHEDULE OF EVENTS

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	Mandatory Pre-Bid at 10:30 am	2019-08-05
2	Questions due by 2:00 pm	2019-08-07

RMA2000000001	Document Phase Draft	Document Description Addendum No. 4 Roof removal and replacement - Cass Railroad	Page 3 of 3
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ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

SOLICITATION NUMBER: CRFQ RMA200000001

Addendum Number: 4

The purpose of this addendum is to modify the solicitation identified as CRFQ RMA200000001 ("Solicitation") to reflect the change(s) identified and described below.

Applicable Addendum Category:

- Modify bid opening date and time
- Modify specifications of product or service being sought
- Attachment of vendor questions and responses
- Attachment of pre-bid sign-in sheet
- Correction of error
- Other

Additional Documentation: Documentation related to this Addendum (if any) has been included herewith and is specifically incorporated herein by reference.

1. Responses to vendor questions attached.
2. To change days to complete the project from 45 days to 365 days per Section 3 – Contract Term; Renewal; Extension in the General Terms and Conditions.

Fixed Period Contract: This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within 365 days.

3. The bid opening date remains 08/27/2019 at 1:30 pm.

Terms and Conditions:

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

CRFO RMA20*1
Addendum No. 4 - Cass Roof Replacement

Questions:

Q1. 29ga Thru-Fasten Panels are specified on this project. This will not meet structural requirement for the roof based on 5' purlin spacing. Panels need to be a minimum of 24ga and possibly 22ga depending on snow load requirements, please clarify. Also, thru-fastened type of system a 20-year warranty cannot be provided due to slope of the roof. If 20-year warranty is required then the system will need to be a structural standing seam panel – 24ga (such as McElroy 238 T Panel), please clarify. Please clarify 20-year labor and manufacturer's material warranty.

A1. Use 22-gauge metal – 20-year warranty is not required. Warranty will simply be standard manufacturer's warranty for material only.

Q2. Can the roof system be retrofitted with roof hugger system or hat-track and re-covered with 24ga panels?

A2. Yes – use the hat-track system on the 5' purlins and use 22ga panels. Use minimum R20 insulation.

Q3. If roof is to be removed and replaced, is foil faced batt insulation to remain in place or be replaced as part of the project? If it is to be replaced, what thickness is required?

A3. Roof is not to be removed – using hat-track system.

Q4. Will a lay-down area be provided? Contractor will require about 75' x 75' area adjacent to the building for work area.

A4. Area will be available – it will be approximately 40' x 80'

Q5. Do we need to provide restroom facilities, or can we use facilities on-site?

A5. Contractor can use the facilities on-site

Q6. What is the anticipated start date? Roof work between October – March may be very difficult in this area. Is the intent to get this work completed prior to winter or in the spring?

A6. Section 3 – Contract Term; Renewal; Extension in the General Terms and Conditions has changed from 45 days to 365 days. The section has been changed to the following:

Fixed Period Contract: This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within 365 days.

Q7. Are blue-prints available for the building, it was mentioned on-site that they had original plans for the facility?

A7. Agency was not able to find blueprints, so they are not available.

Q8. What gauge of metal?

A8. See A1

Q9. What type of insulation?

A9. See A2 whatever works with the hat-track system and minimum R-20

Q10. What R value insulation?

A10. See A2

Q11. Is this building a pre-engineered metal building? If so, the purlins are usually on 5' centers and 29-gauge metal isn't thick enough it would need to be at least 26 gauge. Please advise

A11. Yes, it is a pre-engineered metal building. See A1 & A2

Q12. Does the building get new roof insulation or vapor barrier installed?

A12. See A2

Q13. Please clarify the 20-year warranty on total system.

A13. See A1

Other Information:

1. The bid opening remains 08/27/2019 at 1:30 pm.

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFO RMA200000001

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.


Addendum Numbers Received:

(Check the box next to each addendum received)

- | | |
|--|--|
| <input checked="" type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6 |
| <input checked="" type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7 |
| <input checked="" type="checkbox"/> Addendum No. 3 | <input type="checkbox"/> Addendum No. 8 |
| <input checked="" type="checkbox"/> Addendum No. 4 | <input type="checkbox"/> Addendum No. 9 |
| <input type="checkbox"/> Addendum No. 5 | <input type="checkbox"/> Addendum No. 10 |

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that 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.

Lee Reger Builds, Inc.
Company


Authorized Signature

8/27/19
Date

NOTE: This addendum acknowledgement should be submitted with the bid to expedite document processing.

CONTRACTOR LICENSE

Authorized by the

West Virginia Contractor Licensing Board

Number: WV000081

Classification:

GENERAL BUILDING
GENERAL ENGINEERING
SPECIALTY

LEE REGER BUILDS INC
DBA LEE REGER BUILDS INC
PO BOX 1872
SHINNSTON, WV 26431-3872


Date Issued

AUGUST 01, 2019

Expiration Date

AUGUST 01, 2020


Authorized Company Signature


Chair, West Virginia Contractor
Licensing Board

**WEST VIRGINIA
CONTRACTOR
LICENSING
BOARD**

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