



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  
**AGR1024**

PAGE  
**1**

ADDRESS CORRESPONDENCE TO ATTENTION OF  
**KRISTA FERRELL  
 304-558-2596**

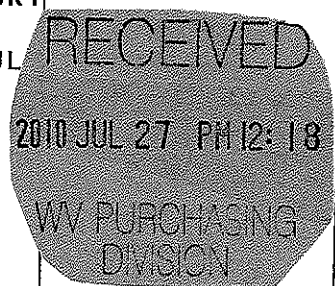
RFQ COPY  
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PEARL GATE CONSTRUCTION  
 CRAIG BROWN - BUILDER  
 7 ANCHORS WAY  
 WINFIELD, WV 25213-9786

DEPARTMENT OF AGRICULTURE  
 WESTON FARMERS MARKET  
 ROUTE 33  
 WESTON, WV  
 26452

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B	FREIGHT TERMS
06/23/2010				
BID OPENING DATE: 07/27/2010		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		910-66		\$ 189,000.00
<p>NEW ROOF AND TRUSSES FOR WESTON MARKET</p> <p>REQUEST OF QUOTATION (RFQ)</p> <p>THE WEST VIRGINIA STATE PURCHASING DIVISION FOR THE AGENCY, THE WEST VIRGINIA DEPARTMENT OF AGRICULTURE'S WESTON MARKET, IS SOLICITING BIDS TO PROVIDE THE AGENCY WITH ALL LABOR AND MATERIALS FOR A NEW ROOF AND TRUSSES AT THE WESTON MARKET LOCATED IN WESTON, WEST VIRGINIA PER THE ATTACHED SPECIFICATIONS.</p> <p>A MANDATORY PRE-BID WILL BE HELD ON JULY 8, 2010 AT 10:00 AM AT THE WESTON MARKET LOCATED AT 505 US HIGHWAY 33, EAST IN WESTON, WEST VIRGINIA. ALL INTERESTED PARTIES ARE REQUIRED TO ATTEND THIS MEETING. FAILURE TO ATTEND THE MANDATORY PRE-BID SHALL RESULT IN DISQUALIFICATION OF THE BID. NO ONE PERSON MAY REPRESENT MORE THAN ONE BIDDER.</p> <p>AN ATTENDANCE SHEET WILL BE MADE AVAILABLE FOR ALL POTENTIAL BIDDERS TO COMPLETE. THIS WILL SERVE AS THE OFFICIAL DOCUMENT VERIFYING ATTENDANCE AT THE MANDATORY PRE-BID. FAILURE TO PROVIDE YOUR COMPANY AND REPRESENTATIVE NAME ON THE ATTENDANCE SHEET WILL RESULT IN DISQUALIFICATION OF THE BID. THE STATE WILL NOT ACCEPT ANY OTHER DOCUMENTATION TO VERIFY ATTENDANCE. THE BIDDER IS RESPONSIBLE FOR ENSURING THEY HAVE COMPLETED THE INFORMATION REQUIRED ON THE ATTENDANCE SHEET. THE PURCHASING DIVISION AND THE STATE AGENCY</p>						



SIGNATURE: *[Signature]* TELEPHONE: 304 539 8999 DATE: 7-26-10

TITLE: President FEIN: 31-150-3280

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

ADDRESS CHANGES TO BE NOTED ABOVE

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



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<p>WILL NOT ASSUME ANY RESPONSIBILITY FOR A BIDDER-S FAILURE TO COMPLETE THE PRE-BID ATTENDANCE SHEET. IN ADDITION, WE REQUEST THAT ALL POTENTIAL BIDDERS INCLUDE THEIR E-MAIL ADDRESS AND FAX NUMBER.</p> <p>ALL POTENTIAL BIDDERS ARE REQUESTED TO ARRIVE PRIOR TO THE STARTING TIME FOR THE PRE-BID. BIDDERS WHO ARRIVE LATE, BUT PRIOR TO THE DISMISSAL OF THE TECHNICAL PORTION OF THE PRE-BID WILL BE PERMITTED TO SIGN IN. BIDDERS WHO ARRIVE AFTER CONCLUSION OF THE TECHNICAL PORTION OF THE PRE-BID, BUT DURING ANY SUBSEQUENT PART OF THE PRE-BID WILL NOT BE PERMITTED TO SIGN THE ATTENDANCE SHEET.</p> <p>TECHNICAL QUESTIONS MUST BE SUBMITTED IN WRITING TO KRISTA FERRELL IN THE WEST VIRGINIA STATE PURCHASING DIVISION VIA MAIL AT THE ADDRESS SHOWN IN THE BODY OF THIS RFQ, VIA FAX AT 304-558-4115, OR VIA EMAIL KRISTA.S.FERRELL@WV.GOV. DEADLINE FOR ALL TECHNICAL QUESTIONS IS 07/13/2010. ALL TECHNICAL QUESTIONS RECEIVED WILL BE ANSWERED BY FORMAL ADDENUM ISSUED BY THE PURCHASING DIVISION AFTER THE DEADLINE HAS LAPSED.</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 T SUBMIT AT THE SAME TIME AN AFFIDAVIT OF COMPLIANCE WITH THE BID. THE ENCLOSED DRUG-FREE WORKPLACE AFFIDAVIT MUST BE SIGNED AND SUBMITTED WITH THE BID AS EVIDENCE OF THE VENDOR'S COMPLIANCE WITH THE PROVISIONS OF ARTICLE 1D, CHAPTER 21 OF THE WEST VIRGINIA CODE. FAILURE TO SUBMIT THE SIGNED DRUG-FREE WORKPLACE AFFIDAVIT WIT</p>						

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SIGNATURE 	TELEPHONE <b>304 539-8999</b>	DATE <b>7-26-10</b>
TITLE <b>President</b>	FEIN <b>31-150-3280</b>	ADDRESS CHANGES TO BE NOTED ABOVE

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<p>THE BID SHALL RESULT IN DISQUALIFICATION OF SUCH BID.</p> <p>NOTICE TO PROCEED: THIS CONTRACT IS TO BE PERFORMED BY SEPTEMBER 30, 2010. 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 LEWIS 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</p>						

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TITLE **President** FEIN **31 150 3280** ADDRESS CHANGES TO BE NOTED ABOVE

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				THE BID DOCUMENTS, THE MINIMUM AMOUNT OF INSURANCE COVERAGE REQUIRED IS \$250,000.		
				( ) 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.		
				(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.		
				( ) MAINTENANCE BOND: A TWO (2) YEAR MAINTENANCE BOND COVERING THE ROOFING SYSTEM WILL BE A REQUIREMENT OF THE SUCCESSFUL VENDOR.		
				REV. 11/00		
				EXHIBIT 7		
				DOMESTIC ALUMINUM, GLASS & STEEL IN PUBLIC WORKS PROJECTS		
				IN ACCORDANCE WITH WEST VIRGINIA CODE 5-19-1 ET., SEQ., EVERY CONTRACT FOR CONSTRUCTION, RECONSTRUCTION, ALTERATION, REPAIR, IMPROVEMENT OR MAINTENANCE OF		

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SIGNATURE 	TELEPHONE 304 539 8999	DATE 7-26-10
TITLE President	FEIN 311503250	ADDRESS CHANGES TO BE NOTED ABOVE

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<p>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> <p>REV. 3/88</p> <p>EXHIBIT 9</p>						

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PEARL GATE CONSTRUCTION  
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OFFICE

DEPARTMENT OF AGRICULTURE  
 WESTON FARMERS MARKET  
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<p>NOTICE FOR ISSUANCE &amp; ACKNOWLEDGEMENT OF CONSTRUCTION PROJECT ADDENDA</p> <p>THE ARCHITECT/ENGINEER AND/OR AGENCY SHALL BE REQUIRED TO ABIDE BY THE FOLLOWING SCHEDULE IN ISSUING CONSTRUCTION PROJECT ADDENDA FOR STATE AGENCIES:</p> <p>(1) THE ARCHITECT/ENGINEER SHALL PREPARE THE ADDENDUM AND A LIST OF ALL PARTIES THAT HAVE PROCURED DRAWINGS AND SPECIFICATIONS FOR THE PROJECT. THE ADDENDUM AND LIST SHALL BE FORWARDED TO THE BUYER IN THE STATE PURCHASING DIVISION. THE ARCHITECT/ENGINEER SHALL ALSO SEND A COPY OF THE ADDENDUM TO THE STATE AGENCY FOR WHICH THE CONTRACT IS ISSUED.</p> <p>(2) THE BUYER SHALL SEND THE ADDENDUM TO ALL INTERESTED PARTIES AND, IF NECESSARY, EXTEND THE BID OPENING DATE. ANY ADDENDUM SHOULD BE RECEIVED BY THE BUYER WITHIN FOURTEEN (14) DAYS PRIOR TO THE BID OPENING DATE.</p> <p>(3) ALL ADDENDA SHOULD BE FORMALLY ACKNOWLEDGED BY ALL BIDDERS AND SUBMITTED TO THE STATE PURCHASING DIVISION. THE SAME RULES AND REGULATIONS THAT APPLY TO THE ORIGINAL BIDDING DOCUMENT SHALL ALSO APPLY TO AN ADDENDUM DOCUMENT. THE ONLY EXCEPTION MAY BE FOR AN ADDENDUM THAT IS ISSUED FOR THE SOLE PURPOSE OF CHANGING A BID OPENING TIME AND/OR DATE.</p> <p>REV. 11/96</p> <p>EXHIBIT 10</p>						

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<p><b>ADDENDUM ACKNOWLEDGEMENT</b></p> <p>I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.</p> <p>ADDENDUM NOS.:</p> <p>NO. 1 ..... <i>[Signature]</i></p> <p>NO. 2 ..... <i>[Signature]</i></p> <p>NO. 3 .....</p> <p>NO. 4 .....</p> <p>NO. 5 .....</p> <p>I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF THE BIDS.</p> <p>VENDOR MUST CLEARLY UNDERSTAND THAT ANY VERBAL REPRESENTATION MADE OR ASSUMED TO BE MADE DURING ANY ORAL DISCUSSION HELD BETWEEN VENDOR'S REPRESENTATIVES AND ANY STATE PERSONNEL IS NOT BINDING. ONLY THE INFORMATION ISSUED IN WRITING AND ADDED TO THE SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING.</p> <p>..... <i>[Signature]</i> ..... SIGNATURE</p> <p>..... Pearl Gate Construction, Inc. .... COMPANY</p> <p>..... 7-26-10 ..... DATE</p> <p>REV. 11/96</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *[Signature]*      TELEPHONE: **304-539-8999**      DATE: **7-26-10**

TITLE: **President**      FEIN: **311503280**      ADDRESS CHANGES TO BE NOTED ABOVE

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PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: <p style="text-align: center;"><i>304-755-4885</i></p> <hr/> PLEASE PRINT OR TYPE NAME OF PERSON TO CONTACT CONCERNING THIS QUOTE: <p style="text-align: center;"><i>Craig Brown</i></p> <hr/> <p>***** THIS IS THE END OF RFQ AGR1024 ***** TOTAL: <u>\$189,000.00</u></p>						

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REQUEST FOR QUOTATION  
WEST VIRGINIA DEPARTMENT OF AGRICULTURE  
ADMINISTRATIVE SERVICES DIVISION, BUILDING AND GROUNDS  
WESTON FARMERS' MARKET - NEW TRUSSES AND METAL ROOFING

Location: Weston Farmers' Market  
505 U.S. Highway 33, East  
Weston, WV 26452

For: West Virginia Department of Agriculture  
Administrative Services Division, Building and Grounds  
1900 Kanawha Boulevard, East  
Charleston, WV 25305

All inquiries for specification and/or clarification shall be addressed to:

Krista S. Ferrell, Buyer Supervisor  
West Virginia State Purchasing Division  
2019 Washington Street, East  
Charleston, WV 25305  
Phone: 304-558-2596  
Fax: 304-558-4115  
Email: [krista.s.ferrell@wv.gov](mailto:krista.s.ferrell@wv.gov)

The West Virginia Department of Agriculture (WVDA), Administrative Services Division/Building and Grounds Section, is requesting quotations to provide all labor, equipment, and materials necessary in the installation of new wood trusses and metal roofing over an existing Polyurethane Gravel Foamed Roof at the Weston Farmers' Market.

**Pre Bid Meeting:**

A mandatory, on-site pre-bid meeting will be held on Tuesday, July 8, 2010, at 10:00 am at the Weston Market located at 505 US Highway 33, East in Weston, WV. Bidders attending the meeting shall assemble in the WVDA field office; signs will be posted. All interested parties are required to attend this meeting. Failure to attend the mandatory pre-bid meeting shall result in disqualification of the bid. No one person may represent more than one bidder. An attendance sheet will be made available for all attendees, as the official document verifying attendance.

A site visit shall immediately follow the mandatory pre-bid meeting.

No work will begin on this project prior to receipt of the signed purchase order and written notice-to-proceed letter.

Bidders' formal questions must be submitted in writing to the WV Department of Administration, Purchasing Division, 2019 Washington Street, East, Charleston, WV 25305 by July 27, 2010 at 1:30 pm.

Successful Bidder must complete all work by September 30, 2010.

### **SCOPE OF WORK**

The work covered under this section of the RFQ specifications consists of furnishing all the labor and materials required to cover the existing polyurethane gravel foam roofing system with wood trusses and metal roofing. Associated work will include installation of top plates, roof trusses, associated wood supports, insulation, metal roofing, gutter, downspout, fascia, soffit, metal gable siding, flashing, roof boots, sealants, and all associated metal trim.

The successful bidder must provide a weather tight roofing system, ensuring a dry interior to all the areas under the roof. The bidder must also provide proper drainage, through gutters and downspouts that move water away from the front of the building, to existing downspouts located on the side and back of the building.

The Weston Market shall remain in full operation during the course of this work. Work should be coordinated with the owner or designated representative to minimize potential disruption. The contractor shall be responsible for damage to the building or materials resulting from work performed by or for the contractor during this project. Contractor must make provisions to keep rain out of the building during the construction phase of this roof. Contractor will coordinate work around owner's operational requirements.

### **GENERAL CONDITIONS**

#### **I. BID SUBMITTALS**

- A. Bidders must submit a letter from the manufacturer identifying the installer of the metal roofing system, as an authorized installer approved by the manufacturer.
- B. Bidder must submit a copy of the manufacturer's warranty that will be applied to this project.
- C. Bidders must submit truss drawings that contain the truss layout and profile drawings, stamped seal by a professional engineer licensed in the State of West Virginia.

#### **II. SUCCESSFUL BIDDERS SUBMITTALS**

- A. Successful bidder must provide a certificate from Workers' Compensation. Successful bidder must be current on Worker's Compensation payments.
- B. Successful bidder must be registered or be willing to become registered, with the WV Department of Administration, Purchasing Division.
- C. The successful bidder must submit a color palate from the manufacturer, of all exposed materials for the owner's selection.
- D. Completed warranty documents shall be completed and submitted prior to final invoicing.

### III. CONTRACTORS' QUALIFICATIONS

- A. Wage rates: The contractor or subcontractor shall pay the higher of the US Department of Labor minimum wage rates as established for Lewis County, pursuant to West Virginia Code §21-5A, ET, SEQ. (Prevailing wage rates apply to this project).
- B. Contractor will furnish any incidental work, materials, labor and equipment that are necessary to complete the project; even if such incidental work is not explicitly included in the Contract documents.
- C. Contractor will be responsible for all mileage and travel costs, including travel time, associated with the performance of this Contract.
- D. The Contractor will procure all necessary permits and licenses to comply with all applicable laws, Federal, State or municipal, along with all regulations and ordinances of any regulating body.
- E. Contractor will supply all tools, tool accessories, personal safety equipment, and supplies necessary to execute the responsibilities of this Contract.
- F. The Contractor will be responsible for barricading areas of work to maintain the safety of employees and the public.
- G. All property, private or public, that is disturbed or affected by services provided by the Contractor will be restored to a condition equal to or better than what existed prior to the commencement of work.

### IV. MATERIAL/PROJECT SPECIFICATIONS

- A. IBC code 2006 shall be utilized as a minimum standard.
- B. Remove the masonry portions of the current wall that extend above the foamed roofline.
- C. A top plate must be securely fixed to the masonry wall.
  - 1. Use a minimum of 2, 2x8 wood top plates to allow the truss to rest above the existing roof. Space anchors no less than 4 foot from corners and no less than 6 foot on center.
  - 2. A minimum of 2 masonry anchors are to be used per wood member.
  - 3. Hollow block – utilize ½-inch minimal diameter anchor bolts embedded in a minimum of 7 inches grouted in place. Use minimum 2 inch washers with nuts.
  - 4. Concrete — utilize ½-inch threaded rod with epoxy adhesive. Powers Brand – PE1000+ Adhesive Anchoring System for Cracked and Uncracked Concrete or equal. Follow manufacturer's instructions for threaded rod installation. Use minimum 2 inch washers with nuts.
- D. Trusses
  - 1. Use WVDA submittal for Trusses or equal. See Exhibits 3 and 4.
  - 2. Each truss is to be secured to the top plates using metal brackets that exceed rated uplift of trusses. Follow bracket manufacturer's specifications for installation.
  - 3. Truss drawings must be submitting with the bid. Drawings must contain the truss layout and profile drawings, stamped seal by a professional engineer licensed in the State of West Virginia. Incomplete documentation may be grounds for bid disqualification.

4. Temporary bracing is the responsibility of the contractor and shall be installed according to the recommendations of BCSI 2008 by Truss Plated Institute (TPI) and the Wood Truss Council (WTCA).
5. Permanent bracing shall be installed according to the bracing layout supplied with the truss design, as well as with the Truss Plated Institute (TPI) and the Wood Truss Council (WTCA) recommendations.

E. Ventilation

1. Apply insulation under roof metal to protect against condensation. Use Fan-fold Foam Insulation or Foil-Faced Plastic Bubble Insulation for this project.
2. Ridge vents shall cover no less than 80 percent of the ridge line.
3. Soffit shall be installed on all overhangs. To allow for proper ventilation, vented soffit shall be no less than 10 inches in width and shall extend the full length of the overhang.

F. Metal Roofing, Siding, Trims and Flashing

1. The Metal Roofing Manufacturer will provide all components required for a complete metal roofing system to include panels, rake or gable trim, side or end wall flashing, pipe flashing, other trim/flashing, vented ridge, closures, sealants, fillers, soffit, j-channel, snow guard, and any other required items.
2. Metal roofing shall be 29-gauge, ASTM A 653, Grade 80, Galvalume with G60 zinc coating both sides.
3. Panels shall be Agricultural Panel style, roll-formed, 36 inch-wide coverage, installed continuously with no end laps.
4. Panels shall have a support leg with a continuous anti-siphon drain channel on the under lapping corrugation.
5. Panels shall attach to secondary framing with color-coated #10 x 1 1/2-inch piercing screws with 1/4-inch hex head, preassembled to an EPDM rubber that is vulcanized to a steel washer. Screws to be fastened, per manufacturer's instructions.
6. All roofing panels, sidewall panels, trims and flashings shall be furnished in a standard color chosen by the owner, from the building manufacturer's standard color chart.
7. All roofing panels, sidewall panels, trims and flashings shall be installed, per the building manufacturer's instructions.
8. Siding shall extend no less than 6 inches below the top of the building's end walls.
9. A snow retention system shall be installed along the roof eaves. A water diverter may be used for snow retention in lieu of snow cleats/clips; however, two rows of protection shall be installed above all door openings and along the entire length of the front parking lot; the first row along the eaves and the second row 16 inches to 24 inches farther than up the roof.
10. Vent flashing shall be flexible flashing made of EDPM or Silicon. Use Aztec brand Master Flash® style roof flashing or equal. Follow manufacturer's installation instructions.

G. Gutter and Downspout

1. Install 6 inch seamless gutter also called "continuous gutter".
2. Install 6 inch downspouts on the front of the building, only at the ends routing the downspouts to the in-place PVC drain lines. Use a minimum of five evenly spaced downspouts on the rear. Downspouts shall tie in to existing PVC drainage system. Splash blocks

may only be placed on the 94-foot section of gutter extended from the left rear to the center of the building. See Exhibit 2 Truss Layout.

#### V. PRODUCT DELIVERY, STORAGE AND HANDLING

- A. Comply with the "Guide to Good practices for Handling, Installing, Restraining, and Bracing of Metal Plated Connected Wood Trusses" produced by the Truss Plated Institute (TPI) and the Wood Truss Council (WTCA).
- B. Exercise extreme care in unloading, storing and installing metal roofing system to prevent bending, warping, twisting and surface damage.
- C. 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, or flashing component.

#### VI. USE OF PROPERTY

- A. A trailer or temporary storage building may be set on the site by the contractor for all equipment and tools. The location must be approved by the WVDA contact. The Contractor is responsible for all tools, equipment and materials.
- B. Access to the work site will generally be Monday thru Friday, between 9:00 a.m. and 5:00 p.m. and Saturday's 9:00 a.m. to 4:00 p.m. Work to take place outside this time frame must be scheduled with approval by the WVDA contact.
- C. Building to be roofed, adjacent buildings, walkways, site improvements, HVAC equipment, vehicles, exterior plantings and landscaping areas are to be protected from damage or soiling from roofers' operation.
- D. Contractor will be responsible for the removal of all waste and debris as a result of performing this Contract. Contractor may furnish dumpsters for refuse and related rubbish while performing the work.
- E. The Building Contractor will be responsible for the provision and maintenance of portable toilets or their equal.

#### VII. WARRANTY

- A. Roofing Panels-- Forty (40) years: The manufacturer shall warrant the roofing from Fading, Chalking, Cracking, Flaking, Chipping, and Peeling.
- B. Sidewall Panels -- Thirty (30) years: The manufacturer shall warrant the siding from Fading, Chalking, Cracking, Flaking, Chipping, and Peeling.
- C. Roof leaks -- Five (5) years: the contractor shall warrant the cost to correct any roof leaks.
- D. All other workmanship and materials shall be warranted for 1 year.
- E. The contractor shall make arrangements to inspect the completed project with the WVDA contact, ensuring complete and quality workmanship.
- F. All Warrantees for this project will begin at the acceptance of the completed project.
- G. Manufacturer's warranty notification shall be the responsibility of the contractor.
- H. Warranty documents shall be completed and submitted prior to final invoicing.

This RFQ also incorporates the following documents:

- Roof layout – Exhibit 1
- Truss layout – Exhibit 2
- Truss profile – Exhibit 3
- Plot layout –Exhibit 4

NOTE - Drawings provided by the West Virginia Department of Agriculture are preliminary and for bid purposes only. Vendors are responsible for field verification of all measurements. Field measurements should be made by the contractor immediately after the pre-bid meeting. No other opportunity for measuring the site will be give before bid opening.

Cost Sheet

All labor and materials for the installation of new roof  
And trusses at the Weston Market

\$ 189,000.<sup>00</sup>



# WESTON FARMERS' MARKET

PARKING

1.8 miles to I-79

119

33

WV Department of Agriculture	
Weston Farmers' Market	
Plot Layout	
505 U.S. Highway 33, East	
Weston, WV 26452	
Date: 8/3/2010	
By: Michael E Steadman	2 of 2

**WV Department of Agriculture  
Weston Farmers' Market**

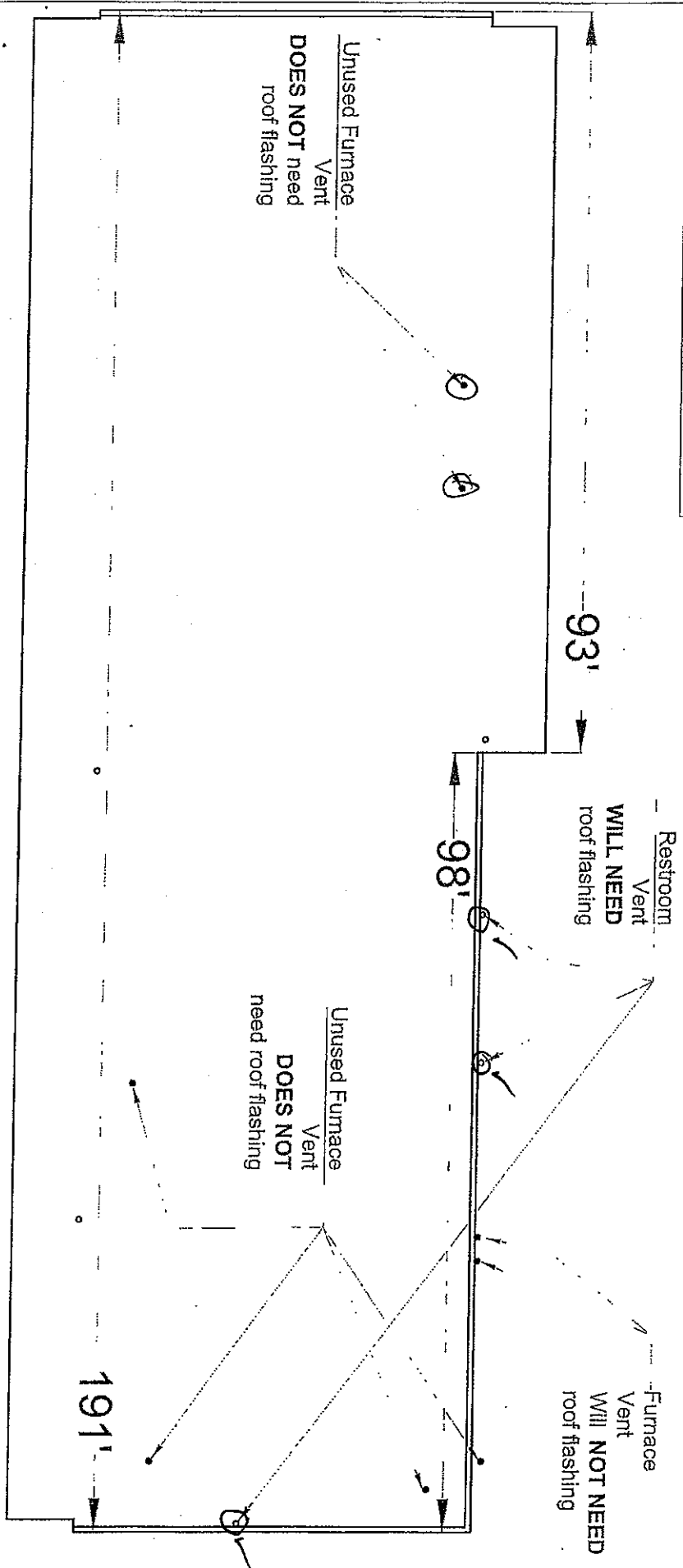
**Roof Layout**

505 U.S. Highway 33, East  
Weston, WV 26452

Date: 6/3/2010

By: Michael E Steedman

1 of 2





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  
 AGR1024

PAGE  
 1

ADDRESS CORRESPONDENCE TO ATTENTION OF  
 KRISTA FERRELL  
 304-558-2596

\*324133046 304-755-5330  
 PEARL GATE CONSTRUCTION INC  
 7 ANCHORS WAY  
 WINFIELD WV 25213-9786

DEPARTMENT OF AGRICULTURE  
 WESTON FARMERS MARKET  
 ROUTE 33  
 WESTON, WV  
 26452

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
07/14/2010				

BID OPENING DATE: 07/27/2010 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		910-66		
ADDENDUM NO. 1 THIS ADDENDUM IS ISSUED TO: 1.) PROVIDE A COPY OF THE PRE-BID ATTENDEE LIST AND 2.) ADD TRUSS DRAWINGS AND ADDITIONAL INFORMATION PER THE ATTACHED BID OPENING DATE REMAINS: 07/27/2010 BID OPENING TIME REMAINS: 1:30 PM ***** END ADDENDUM NO. 1 ***** NEW ROOF AND TRUSSES FOR WESTON MARKET ***** THIS IS THE END OF RFQ AGR1024 ***** TOTAL: <u>\$189,000.00</u>						

*Handwritten signature and date: 7-26-10*

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *Handwritten signature* TELEPHONE: 304-539-8999 DATE: 7-26-10  
 TITLE: President FEIN: 31-150-3280 ADDRESS CHANGES TO BE NOTED ABOVE

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



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

### Request for Quotation

RFQ NUMBER  
**AGR1024**

PAGE  
**1**

ADDRESS CORRESPONDENCE TO ATTENTION OF  
**KRISTA FERRELL  
304-558-2596**

BIDDING

\*324133046 304-755-5330  
PEARL GATE CONSTRUCTION INC  
7 ANCHORS WAY  
  
WINFIELD WV 25213-9786

SHIP TO

DEPARTMENT OF AGRICULTURE  
WESTON FARMERS MARKET  
ROUTE 33  
WESTON, WV  
26452

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
07/20/2010				

BID OPENING DATE: 07/27/2010 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
***** ADDENDUM NO. 2 *****						
THIS ADDENDUM IS ISSUED TO ADD THE MAINTENANCE BOND REQUIREMENT, LISTED BELOW, WHICH WAS INADVERTANTLY OMITTED FROM THE ORIGINAL REQUEST FOR QUOTATION.						
(XX) MAINTENANCE BOND: A TWO (2) YEAR MAINTENANCE BOND COVERING THE ROOFING SYSTEM WILL BE A REQUIREMENT OF THE SUCCESSFUL VENDOR.						
***** END ADDENDUM NO. 2 *****						
0001	1	LS		910-66		
NEW ROOF AND TRUSSES FOR WESTON MARKET						
***** THIS IS THE END OF RFQ AGR1024 *****						TOTAL: \$ 189,000.00

*CFB*  
7-26-10

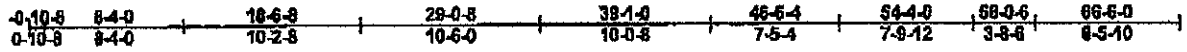
SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE *CFB* TELEPHONE 304 539-8999 DATE 7-26-10

TITLE President FEIN 31-150-3280 ADDRESS CHANGES TO BE NOTED ABOVE

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

Job <b>60014282</b>	Truss <b>T1</b>	Truss Type <b>ROOF TRUSS</b>	Qty <b>25</b>	Ply <b>1</b>	tcy (chton)/klh/wvda
Kevin Hazlip					Job Reference (optional) 7.210 a Feb 11 2010 MITek Industries, Inc. Thu Jun 03 12:59:55 2010 Page 1



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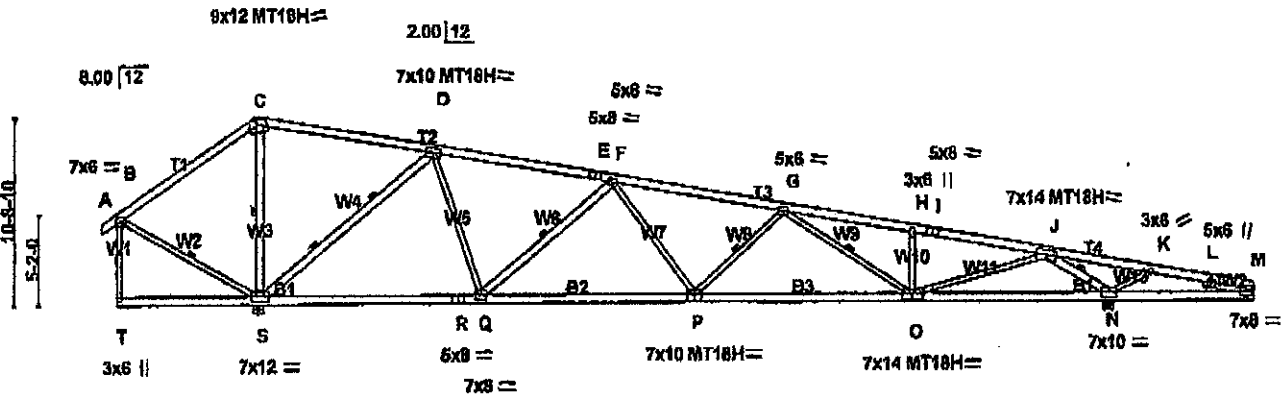


Plate Offsets (X,Y): [B:0-2-0-2-12], [C:0-4-13,Edge], [R:0-4-3-0-4-0], [O:0-6-3-0-4-0], [P:0-5-0-0-4-12]

LOADING (psf)	SPACING	CSI	DEFL	PLATES	GRIP
TCLL 30.0	Plates Increase 1.16	TC 0.98	Ver(LL) -0.83 O-P >940 240	MT20	244/190
TCDL 6.0	Lumber Increase 1.16	BC 0.88	Ver(TL) -1.28 O-P >481 180	MT18H	244/190
BCLL 0.0	Rep Strain Inor NO	WB 0.88	Horz(TL) 0.28 N n/a n/a	Weight: 499 lb	
BCDL 10.0	Code IBC2006/TP12002	(Matrix)			

**LUMBER**  
TOP CHORD 2 X 6 SYP No.1 \*Except  
T2,T3: 2 X 6 SYP SS  
BOT CHORD 2 X 6 SYP SS \*Except  
B1: 2 X 6 SYP No.10  
WEBS 2 X 4 SYP No.3 \*Except  
W3,W8,W12: 2 X 6 SYP No.2, W6,W1: 2 X 4 SYP No.2, W11: 2 X 4 SYP No.1  
W4: 2 X 8 SYP No.10  
SLIDER Right 2 X 4 SYP No.3-2-11-11

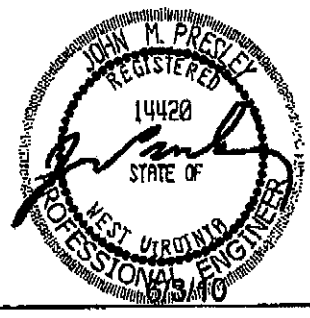
**BRACING**  
TOP CHORD 2-0-0 oc purlins (2-0-11 max.), except end verticals.  
BOT CHORD 6-0-0 oc bracing: S-T, M-N  
8-2-0 oc bracing: N-S  
WEBS 1 Row at midpt C-S, F-Q, G-P, B-S, G-O, J-N  
2 Rows at 1/3 pts D-S  
JOINTS 1 Brace at JI(s): C, T, B, M

**REACTIONS** (lb/ft) S=6134/0-7-4, N=5953/0-7-4  
Max Horz S=694(LC 3)  
Max Up/RS=778(LC 5), N=1153(LC 4)  
Max Grav S=6134(LC 1), N=6061(LC 10)

**FORCES** (lb) - Max. Comp./Max. Ten. - All forces 250 (lb) or less except when shown.  
TOP CHORD B-C=180/1079, C-D=108/728, D-E=489/736, E-F=5021/717, F-G=8824/1128, G-H=2085/1080,  
H-I=6841/1004, I-J=4103/888, J-K=1058/3085, K-L=5471/897, L-M=5671/648  
BOT CHORD R-S=2013/922, Q-R=2013/832, P-Q=748/749, O-P=1017/8291, N-O=1273/731, M-N=1409/887  
WEBS C-S=1897/460, W-N=1731/666, D-Q=139/286, F-Q=347/872, G-P=1201/888, H-O=998/377,  
J-Q=598/642, B-S=618/626, O-S=534/381, F-P=0/176, G-O=492/288, J-N=6168/1573

- NOTES**
- Unbalanced roof live loads have been considered for this design.
  - Wind: ASCE 7-05; 50mph; TCDL=3.0psf; BCDL=6.0psf; h=26ft; Cal. II; Exp B; enclosed; MWFRS (low-rise) gable end zone; cantilever to R and right exposed; and vertical left and right exposed; Lumber DOL=1.80 plate grip DOL=1.80
  - WARNING:** This long span truss requires extreme care and experience for proper and safe handling and erection. For general handling and erection guidance, see Guide to Good Practice for Handling, Installing & Bracing of Metal Plate Connected Wood Trusses ("BCSI"), jointly produced by WTC and TPI. For project specific guidance, consult with project engineer/architect/general contractor. MITek assumes no responsibility for truss manufacture, handling, erection, or bracing.
  - Dead loads shown include weight of truss. Top chord dead load of 5.0 psf (or less) is not adequate for a shingle roof. Architect to verify adequacy of top chord dead load.
  - All plates are MT20 plates unless otherwise indicated.
  - This truss has been designed for a 10.0 psf bottom chord live load nonconcurrent with any other live loads.
  - Provide mechanical connection (by others) of truss to bearing plate capable of withstanding 100 lb uplift at joints except (if lb) S-776, N-1353.
  - This truss is designed in accordance with the 2006 International Building Code section 2306.1 and referenced standard ANSI/TPI 1.
  - Design assumes 4x2 (flat orientation) purlins at oc spacing indicated, fastened to truss TC w/ 2/10d nails.

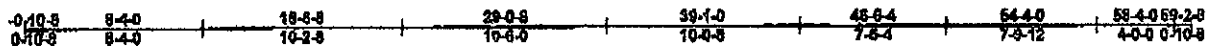
LOAD CASE(S) Standard



This truss is to be fabricated per ANSI/TPI 1 quality requirements. Plates shall be of size and type shown and centered at joints unless otherwise noted. This design is based upon parameters shown, and is for an individual building component to be installed and loaded as shown. Applicability of design parameters and proper interpretation of component is responsibility of the Building Designer. Building Designer shall verify all design information on this sheet for conformance with conditions and requirements of the specific building and governing codes and ordinances. Building Designer accepts responsibility for the correctness or accuracy of the design information as it may relate to a specific building. Certification is valid only when used in fabrication by a USV company. Tracing shown is for literal support of truss members only and does not replace erection and permanent bracing. Refer to Building Component Safety Information (BCSI) for general guidance regarding storage, delivery, erection and bracing available from BCSA and Truss Plate Institute.



Job <b>60014282</b>	Truss <b>T1A</b>	Truss Type <b>ROOF TRUSS</b>	Qty <b>24</b>	Ply <b>1</b>	tcy (chtn)/klh/wvda <b>tcy (chtn)/klh/wvda</b>
Job Reference (optional)					7.210 e Feb 11 2010 MTak Industries, Inc. Thu Jun 03 12:53:53 2010 Page 1



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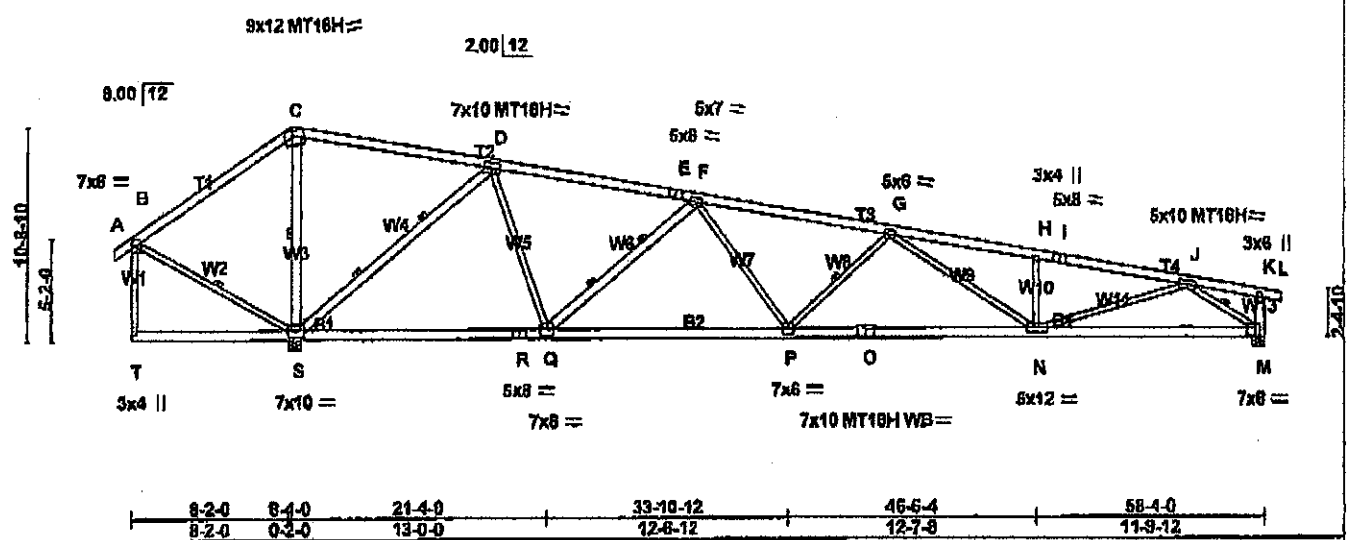


Plate Offsets (X,Y): B:0-2-0-2-12, C:0-4-13 Edge, M:0-6-0-0-5-4, N:0-3-4-0-2-12

LOADING (psf)	SPACING 4-0-0	CSI	DEFL	h (loc)	W/dof	L/d	PLATES	GRIP
TCLL 30.0	Plates Increase 1.16	TC 0.85	Vert(L)	-0.89	N-P	>657	MT20	244/190
TCDL 5.0	Lumber Increase 1.16	BC 0.99	Vert(TL)	-1.40	N-P	>428	MT16H	244/190
BCLL 0.0	Rep Stress Incr NO	WB 0.99	Horz(TL)	0.32	M	n/a		
BCDL 10.0	Code BC2008/TP2002	(Matrix)						Weight: 454 lb

**LUMBER**  
 TOP CHORD 2 X 6 SYP SS \*Except\*  
 T1: 2 X 6 SYP No.1  
 BOT CHORD 2 X 6 SYP SS  
 WEBS 2 X 4 SYP No.3 \*Except\*  
 W3,W6,W13: 2 X 6 SYP No.2, W5,W1,W11,W12: 2 X 4 SYP No.2  
 W4: 2 X 6 SYP No.1D

**BRACING**  
 TOP CHORD 2-0-0 oc purlins (2-0-14 max.), except end verticals.  
 BOT CHORD 6-0-0 oc bracing: S-T  
 7-0-0 oc bracing: M-S  
 WEBS 1 Row at midpt C-S, G-P, B-S, J-M  
 2 Rows at 1/3 pts F-Q, D-S  
 JOINTS 1 Brace at J(k): C, T, B, K

**REACTIONS** (lb/size) S=6268/7-8 (Input 0-7-4), M=4481/10-7-4  
 Max Horz S=589(LC 3)  
 Max Uplift S=781(LC 6), M=694(LC 4)  
 Max Grav S=6269(LC 1), M=4669(LC 10)

**FORCES** (lb) - Max. Comp./Max. Ten. - All forces 250 (lb) or less except when shown.  
 TOP CHORD B-C=168/1079, C-D=106/728, D-E=521/4803, E-F=523/7783, F-G=9202/1305, G-H=10428/1505,  
 H-I=10278/1427, I-J=10440/1418, J-K=588/0, K-M=486/131  
 BOT CHORD R-S=403/4090, Q-R=403/4090, P-Q=1021/7507, O-P=1412/10093, N-O=1412/10093,  
 M-N=341/8014  
 WEBS C-S=1887/468, D-Q=186/3137, F-Q=3738/752, G-P=1627/503, B-S=818/825, J-N=416/4421,  
 H-N=1924/383, D-S=6580/823, F-P=6812/040, G-N=0/446, J-M=6768/1237

- NOTES**
- Unbalanced roof live loads have been considered for this design.
  - Wind: ASCE 7-08; 90mph; TCCL=3.0psf; BCCL=5.0psf; h=25ft; Cal II; Exp B; enclosed; MWFRS (low-rise) gable end zone; cantilever left and right exposed; end vertical left and right exposed; Lumber DOL=1.60 plate grip DOL=1.60
  - Dead loads shown (include weight of truss). Top chord dead load of 5.0 psf (or less) is not adequate for a shingle roof. Architect to verify adequacy of top chord dead load.
  - All plates are MT20 plates unless otherwise indicated.
  - This truss has been designed for a 10.0 psf bottom chord live load nonconcurrent with any other live loads.
  - WARNING:** Required bearing size at joint(s) S greater than input bearing size.
  - Bearing at joint(s) M consider parallel to grain value using ANSITPI 1 angle to grain formula. Building designer should verify capacity of bearing surface.
  - Provide mechanical connection (by others) of truss to bearing plate capable of withstanding 100 lb uplift at joint(s) except (l/wb) S=781, M=694.
  - This truss is designed in accordance with the 2005 International Building Code section 2306.1 and referenced standard ANSITPI 1.
  - Design assumes 4x2 (flat orientation) purlins at oc spacing indicated, fastened to truss TC w/ 2-10d nails.

LOAD CASE(S) Standard

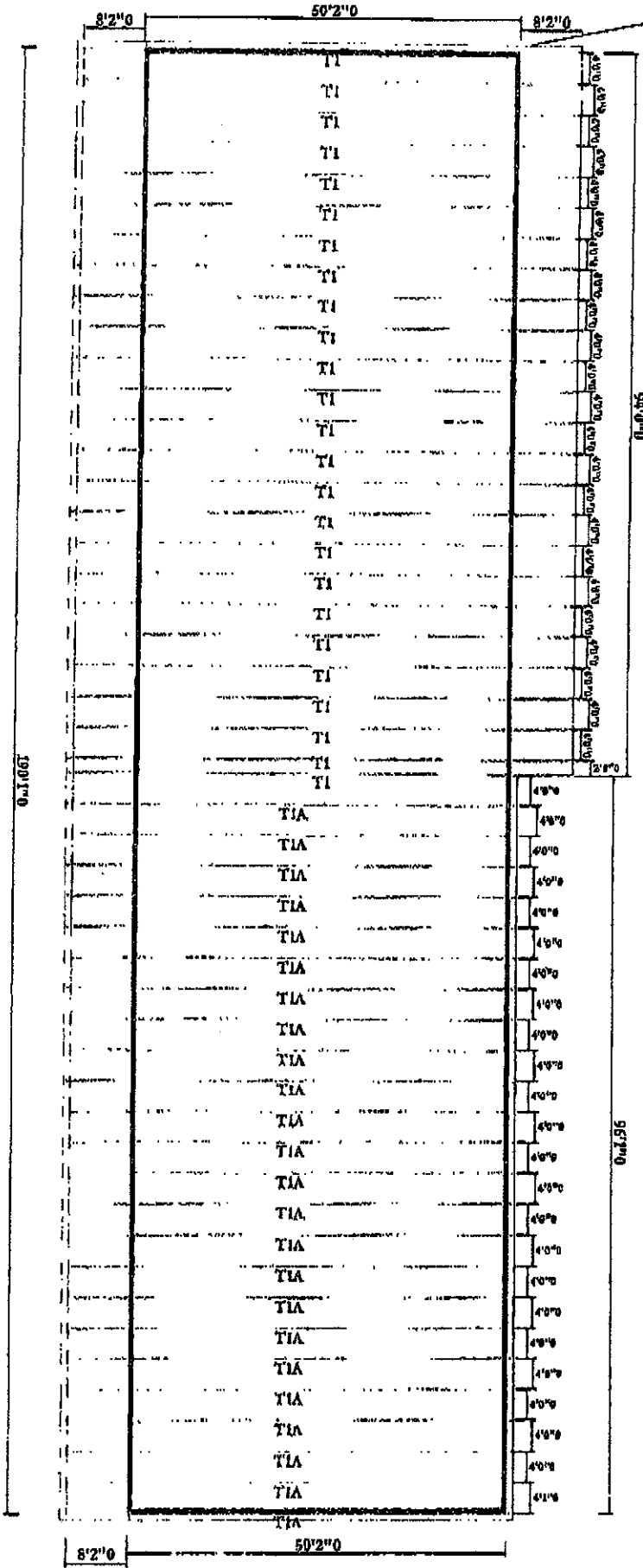


This truss is to be fabricated per ANSITPI quality requirements. Plates shall be of steel and type shown and connected at joints unless otherwise noted. This design is based upon parameters shown, and is for an individual building component to be fabricated and loaded as shown. Applicability of design parameters and proper interpretation of component responsibility of the Building Designer. Building Designer shall verify all design information on this sheet for compliance with local codes and requirements of the specific building and governing codes and ordinances. Building Designer accepts responsibility for the correctness or accuracy of the design information in this specific building. Confirmation is valid only when truss is fabricated by a USF company. Drawing shown is for lateral support of truss members only and does not replace erection and permanent bracing. Refer to Building Component Safety Information (BCSI) for general guidance regarding storage, delivery, erection and bracing available from SOCA and Truss Plate Institute.




10042283

START LAYOUT HERE



DARRIN @ PROBUILD CHAS  
 WYDA WESTON PROJECT  
 8/12 PITCH FRONT 2/12 PITCH BACK - 4" OC  
 LAYOUT LEFT TO RIGHT AS SHOWN

DRAWING NOT TO SCALE  
 ALL DIMENSIONS ARE IN  
 FEET - INCHES - SIXTEENTHS

<p><b>PRO BUILD / DARRIN</b>  <b>WYDA / WESTON PROJECT</b>          QUALITY PROJECTS FOR QUALITY BUILDERS</p>	<p><b>NOTICE:</b> This drawing is the property of Pro Build / Darrin and is to be used only for the project and location specified. It is not to be used for any other project or location without the written consent of Pro Build / Darrin.</p>	 <p><b>UFF MID-ATLANTIC LLC</b>          ARCHITECTS          1000 17th St NW          Atlanta, GA 30334          Phone: 404.525.1100          Fax: 404.525.1101          www.uff.com</p>	<p>1. THIS DRAWING IS TO BE PERMANENTLY MARKED WITH THE PROJECT NAME AND LOCATION.          2. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.          3. REFER TO ALL OTHER DRAWINGS IN THIS PROJECT FOR COMPLETE INFORMATION.          4. MATERIALS AND METHODS OF CONSTRUCTION SHALL BE AS SHOWN OR AS NOTED OTHERWISE.          5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AUTHORITIES.</p>	<p>THIS DRAWING IS THE PROPERTY OF UFF MID-ATLANTIC LLC AND IS TO BE USED ONLY FOR THE PROJECT AND LOCATION SPECIFIED. IT IS NOT TO BE USED FOR ANY OTHER PROJECT OR LOCATION WITHOUT THE WRITTEN CONSENT OF UFF MID-ATLANTIC LLC.</p>
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# Lif@Tite®

## Metal Products LLC

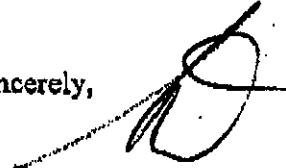
July 23, 2010

Pearl Gate Construction, Inc.  
Craig Brown, owner  
7 Anchors Way  
Winfield, WV 25213

Dear Craig:

For the record, you are an authorized installers of metal roofing systems for and approved by Lifetite Metal Products Manufactures, LLC. All installations must be done per our specifications.

Sincerely,



Steven R. Koepsel  
Vice-President



**WARRANTY**

ZZ = Coated Steel Company

XX = Lifelite Metal Products Manufacturers, LLC

**CERAM-A-STAR® 1050 LIMITED WARRANTY**

AKZO NOBEL COATINGS INC. ("AKZO NOBEL") extends the following limited warranty to ZZ ("XX") concerning sales of CERAM-A-STAR® 1050 ("PRODUCT") by AKZO NOBEL for use in coating coils of metal which will be fabricated by XX into commercial, industrial and residential building construction products installed in the United States, Canada and Mexico.

**SECTION A: EXACTLY WHICH PRODUCT IS COVERED?**

This limited warranty applies only to goods identified on an AKZO NOBEL Product Data Sheet as PRODUCT which are applied to metal after this document is signed by AKZO NOBEL and XX, in accordance with parameters specified on the AKZO NOBEL Product Data Sheet within sixty months after shipment from Akzo Nobel.

**SECTION B: HOW WILL THE COVERED PRODUCT WEATHER?**

Although it is recognized by AKZO NOBEL and XX that most coatings, including PRODUCT, will fade and change appearance to some degree over a period of time in outdoor installations, and that such changes may not be uniform between surfaces not equally exposed, AKZO NOBEL warrants that the PRODUCT covered by this warranty will conform to the performance standards listed below:

1. For forty (40) years, PRODUCT will not peel, flake or otherwise lose adhesion to an extent that is apparent on ordinary outdoor visual observation. NOTE: slight crazing or cracking may occur on roll-formed edges or break bends at the time of coating, and is considered as standard—such crazing or cracking shall not constitute a basis for complaint under this limited warranty; and
2. For thirty (30) years, sidewall panels of PRODUCT will not change color more than five (5) ΔE (delta E) Hunter units and roof panels will not change more than seven (7) ΔE (delta E) Hunter units when measured per ASTM D 2244 on clean surfaces after removing dirt, other surface deposits and chalk per ASTM D 3964; and
3. For forty (30) years, sidewall panels of PRODUCT will not chalk more than a number eight (8) rating and roof panels will not chalk more than a number six (6) rating when measured per ASTM D 4214, Method A.

**SECTION C: WHAT IS NOT COVERED BY THIS LIMITED WARRANTY?**

This is an anti-weathering limited warranty and does not apply to other causes of degradation, including:

1. PRODUCT which is applied to other than first quality aluminum, Galvalume® steel, or galvanized steel;
2. PRODUCT which is not applied in accordance with good practice in the coil coating industry, and in accordance with the performance requirements described in AAMA 620-02 for coil coated steel and AAMA 621-02 for coil coated aluminum;

3. PRODUCT which has suffered scratching or abrasion or has been damaged by abrasive or chemical cleaners; has been abused, altered, modified, used in a manner not originally intended, or stored contrary to recommendations of AKZO NOBEL, XX, or the coil coater, or contrary to good industry practice; has been damaged due to moisture entrapment in coils and/or bundles during transit or storage; has been stored or installed in a way which allows standing water on the coating or in any chemically aggressive environment (containing such substances as fumes, ash, salts, dirt, grease, or high humidity); has been stored or installed in such a way that allows contact with animals and/or animal waste or its decomposition products; has suffered from improper forming, fabrication or embossing; corrosion of the substrate and/or corrosion at cut edges; or develops any other condition between the coating and the substrate which causes the coating to degrade or delaminate;
4. PRODUCT which is installed within 1000 meters (3250 feet) of salt water, unless approved in writing by AKZO NOBEL prior to installation, based on AKZO NOBEL'S review of the information provided on the Site Conditions Form (Appendix A);
5. PRODUCT topcoats which are not applied onto metal which has been primed with an approved AKZO NOBEL primer on both sides of the metal sheet, and which has been coated with an approved AKZO NOBEL backer coating on the reverse side, all per specifications on the AKZO NOBEL Product Data Sheet.

#### SECTION D: WHAT MUST XX DO TO KEEP THIS LIMITED WARRANTY COVERAGE?

XX must do all the following things to have the benefit of the limited warranty:

1. XX must require the coil coater to send AKZO NOBEL two representative samples (each 12" x 12") of metal coated with each batch of PRODUCT (as identified by coil number) promptly following its coating, identifying the number of the coil, the date of the coating, the PRODUCT batch number applied, the type of substrate, the type of pretreatment and sealer, and the name of the party who will fabricate the coil into building construction products. XX must also maintain records for forty-two (42) years that will identify the master coil number for each building erected in the field, which shall be available to AKZO NOBEL on request; and
2. XX shall advise AKZO NOBEL in writing of any claimed violation of this limited warranty within thirty days of receiving notice from AKZO NOBEL and AKZO NOBEL must promptly be afforded an opportunity to inspect the installation.

If any of these things are not done, this limited warranty will not apply.

#### SECTION E: REMEDY

If AKZO NOBEL's PRODUCT fails to comply with our limited warranty, due to any defect in material or workmanship, AKZO NOBEL will bear the full cost of labor and material to replace or refinish the defective portion of the field installation. The decision whether to replace or refinish to remedy an honored claim will be made at the sole discretion of AKZO NOBEL. If Akzo Nobel's investigation indicates that the claimed defect is not covered by this limited warranty, XX shall reimburse all of Akzo Nobel's third-party expenses incurred in connection with the investigation of the claim. This Warranty also applies to the part(s) being repainted, repaired or replaced, but only for the unexpired portion of the Warranty period applicable to the original coil coated part.

#### SECTION F: EXCLUSION OF OTHER WARRANTIES

THIS LIMITED WARRANTY IS EXCLUSIVE AND IS IN LIEU OF ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR OTHER WARRANTY OF QUALITY, WHETHER EXPRESS OR IMPLIED, AND WHETHER WRITTEN OR ORAL. Correction of non-conformities in the manner and for the period of time provided herein shall constitute fulfillment of all liabilities of AKZO NOBEL to XX with respect to or arising out of the goods whether based on contract, negligence, strict liability in tort, or otherwise.

**SECTION G: LIMITATION OF LIABILITY**

AKZO NOBEL SHALL NOT, UNDER ANY CIRCUMSTANCES, BE LIABLE FOR SPECIAL OR CONSEQUENTIAL DAMAGES, such as, but not limited to, damage or loss of other property or equipment, loss of profits or revenue, cost of capital, cost of purchase or replacement of other goods, or claims of customers of Purchaser for business or service interruptions. THE REMEDIES OF XX SET FORTH HEREIN ARE EXCLUSIVE.

**SECTION H: OTHER TERMS**

AKZO NOBEL may cancel this limited warranty on thirty days written notice to XX, except with respect to metal already coated with PRODUCT covered by this limited warranty. This limited warranty does not apply to any goods sold prior to the date this document is signed. XX agrees that its use of PRODUCT is made in reliance upon this limited warranty and not upon any other written or oral representation of AKZO NOBEL. This limited warranty cancels and supersedes any other warranty or statement of performance made in the past or in the future by AKZO NOBEL unless such statement is subsequently made in writing as an express amendment of this document.

This is our complete warranty. It is issued only to XX, and is not assignable to any other party. As an inducement for AKZO NOBEL to make this limited warranty, XX also agrees that it will not itself warrant the performance of metal buildings and similar structures coated with PRODUCT to any party more commercially remote than the original owners of such metal buildings and similar structures.

The rights and obligations of the parties hereunder shall not be governed by the provisions of the UN convention on contracts for the International Sale of Goods. Rather, the rights and obligations shall be governed by the laws of the State of Ohio, USA. Any controversy or claim arising out of or relating to this contract shall be determined by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association. The number of arbitrators shall be three. The place of arbitration shall be Columbus, Ohio, USA. The language of the arbitration shall be English.

AKZO NOBEL COATINGS INC.

AKZO NOBEL COATINGS INC.

Signed: \_\_\_\_\_ Date: 21 July, 2010  
W. Scott Hann  
Title: Sales and Marketing Director, North America, Coil and Extrusion Coatings

Signed: \_\_\_\_\_ Date: 21 July, 2010  
Joachim R. Wolff  
Title: Vice President, Coil and Extrusion Coatings

ZZ  
Signed: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**THIS LIMITED WARRANTY IS NOT IN FORCE UNTIL RECEIPT OF THE FULLY-EXECUTED COPY HAS BEEN ACKNOWLEDGED BY AKZO NOBEL.**

# APPENDIX A SITE CONDITIONS FORM

Customer: \_\_\_\_\_

Address: \_\_\_\_\_

Building Location: \_\_\_\_\_

Type of Industry: \_\_\_\_\_

(Steel, Textile, Paper, Fertilizer, etc.)

Material being considered: \_\_\_\_\_

(Owner or Buyer's Representative)

## Customer's Report of Installation and/or Conditions Affecting Sheeting Life

1. Name of Operation and/or products manufactured within the building: \_\_\_\_\_
2. Describe the manufacturing process: \_\_\_\_\_
3.
  - a. Name of chemicals used in manufacturing processes and percent concentration: \_\_\_\_\_
  - b. Identify chemicals that may contact the sheets and percent concentration: \_\_\_\_\_
  - c. Which of the following may contact the sheets?  
 Dry solids \_\_\_\_\_ / Wet \_\_\_\_\_ Condensation \_\_\_\_\_ Other \_\_\_\_\_
  - d. Describe and identify possible corrosive problems from neighboring operations, if any are present: \_\_\_\_\_  
 If present, have the surrounding buildings been affected? \_\_\_\_\_
4. What are the temperature ranges and humidity conditions in the building? \_\_\_\_\_ Outside the building? \_\_\_\_\_  
 Is building vented? \_\_\_\_\_ Yes, how/where? \_\_\_\_\_
6. Is the exposure of the inside and outside of the sheets intermittent or constant? \_\_\_\_\_
7. Is the sheeting hosed down periodically or cleaned in any other manner? \_\_\_\_\_
8. Is the sheeting application: Roofing \_\_\_\_\_ Siding \_\_\_\_\_
9. Is the appearance of the surfaces of the sheeting a primary consideration? \_\_\_\_\_
10. Describe other types of sheeting previously used and your experience with them: \_\_\_\_\_ Provide any additional pertinent information that will help us evaluate the conditions that our sheeting must meet. (Use back of this page or attach another page.)

Submitted by: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

# CONTRACTOR LICENSE

Authorized by the

**West Virginia Contractor Licensing Board**

**Number:** WV026755

**Classification:**

GENERAL BUILDING  
RESIDENTIAL

PEARL GATE CONSTRUCTION INC  
DBA PEARL GATE CONSTRUCTION INC  
7 ANCHORS WAY  
WINFIELD, WV 25213-9786

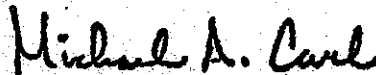
**Date Issued**

**Expiration Date**

APRIL 09, 2010

APRIL 09, 2011

  
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.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
07/19/2010

**PRODUCER**  
**ARTHUR KRENZEL LETT INSURANCE GROUP**  
 PO BOX 627  
 WINFIELD WV 25213

**INSURED**  
**PEARL GATE CONSTRUCTION**  
 7 ANCHORS WAY  
 WINFIELD WV 25213

**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.**

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: ERIE INSURANCE	
INSURER B: BRICKSTREET INSURANCE	
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 LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A		<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR _____ GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	Q39-6350058	3/13/2010	3/13/2011	EACH OCCURRENCE \$ 1000000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1000000 MED EXP (Any one person) \$ 5000 PERSONAL & ADV INJURY \$ 1000000 GENERAL AGGREGATE \$ 2000000 PRODUCTS - COMP/OP AGG \$ 2000000
A		<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS _____	Q10-6730132	10/17/2009	10/17/2010	COMBINED SINGLE LIMIT (Ea accident) \$ 1000000 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 AUTO ONLY: EA ACC \$ AGG \$
		<b>EXCESS/UMBRELLA LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE _____ DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
B		<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	WC10210795	7/17/2010	7/17/2011	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input checked="" type="checkbox"/> OTHER broad form E.L. EACH ACCIDENT \$ 500000 E.L. DISEASE - EA EMPLOYEE \$ 500000 E.L. DISEASE - POLICY LIMIT \$ 500000
		OTHER				

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

**CERTIFICATE HOLDER**

FOR INFO ONLY  
 XXXXXXXXXXXXXXXXXXXX  
 XXXXXXXXXXXXXXXXXXXX  
 XXXXXXXXXXXXXXXXXXXX

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL XX 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

*Dawnna Chandler*

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Pearl Gate Construction, Inc.  
of Winfield, West Virginia, as Principal, and Erie Insurance Prop &  
Cas. Co of Erie, Pennsylvania, a corporation organized and existing under the laws of the State of PA  
WV with its principal office in the City of Erie, as Surety, are held and firmly bound unto the State  
of West Virginia, as Obligee, in the penal sum of five percent (\$ 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  
supply of all labor and materials for a new roof & trusses at the Weston  
Market in Weston, 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  
27th day of July, 20 10

Principal Corporate Seal

Pearl Gate Construction, Inc.  
(Name of Principal)

By [Signature]  
(Must be President or  
Vice President)

President  
(Title)

Surety Corporate Seal

Erie Insurance Property & Cas. Co.  
(Name of Surety)

[Signature]  
Attorney-in-Fact  
WV licensed resident agent

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



ERIE INSURANCE  
PROPERTY & CASUALTY COMPANY  
ERIE, PA 16530  
**POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That ERIE INSURANCE PROPERTY & CASUALTY COMPANY, a corporation duly organized under the laws of the Commonwealth of Pennsylvania, does hereby make, constitute and appoint

James C. Lett, Craig Krenzler, Neely R. Arthur, Jr., Timothy J. White, David Jennings, Dawanna L. Chandler and Mary Ann Cline individually, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver for and on its behalf, and as its act and deed: any and all bonds and undertakings of suretyship, -----  
----- each in a penalty not to exceed the sum of one million dollars (\$1,000,000.00). -----

And to bind ERIE INSURANCE PROPERTY & CASUALTY COMPANY thereby as fully and to the same extent as if such bonds and undertakings and other writings obligatory in the nature thereof were signed by the appropriate officer of ERIE INSURANCE PROPERTY & CASUALTY COMPANY and sealed and attested by one other of such officers, and hereby ratifies and confirms all that its said Attorney(s)-in-Fact may do in pursuance hereof.

The Power of Attorney is granted under and by authority of the following Resolution adopted by the Board of Directors of ERIE INSURANCE PROPERTY & CASUALTY COMPANY on the 11th day of March, 2008, and said Resolution has not been amended or repealed:

“RESOLVED, that the President, or any Senior Vice President or Vice President shall have power and authority to: (a) Appoint Attorney(s)-in-Fact and to authorize them to execute on behalf of the Company, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and, (b) Remove any such Attorney-in-Fact at any time and revoke the power and authority given to him; and

RESOLVED, that Attorney(s)-in-Fact shall have power and authority, subject to the terms and limitations of the Power of Attorney issued to them, to execute and deliver on behalf of the Company, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof. The corporate seal is not necessary for the validity of any bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof.”

This Power of Attorney is signed and sealed by facsimiles under and by virtue of the following Resolution adopted by the Board of Directors of ERIE INSURANCE PROPERTY & CASUALTY COMPANY on the 18th day of September, 2008, at which a quorum was present and said Resolution has not been amended or repealed:

“RESOLVED, that the signature of Terrence W. Cavanaugh, as President and Chief Executive Officer of the Company, and the Seal of the Company may be affixed by the following facsimiles on any Limited Power of Attorney for the execution of bonds, undertakings, recognizances, contracts and other writings in the nature thereof, and the signature of James J. Tanous, as Secretary of the Company, the Seal of the Company, the signature of Sheila M. Hirsch, as Notary Public, and her Notarial Seal, may also be affixed by the following facsimiles to any certificate or acknowledgment of any such Limited Power of Attorney, and only under such circumstances shall said facsimiles be valid and binding on the Company.”

IN WITNESS WHEREOF, ERIE INSURANCE PROPERTY & CASUALTY COMPANY has caused these presents to be signed by its President and Chief Executive Officer, and its corporate seal to be hereto affixed this 18th day of September, 2008.



*Terrence W. Cavanaugh*  
Terrence W. Cavanaugh  
President and Chief Executive Officer

STATE OF PENNSYLVANIA } ss.  
COUNTY OF ERIE

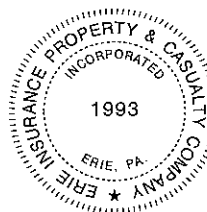
On this 18th day of September, 2008, before me personally came Terrence W. Cavanaugh, to me known, who being by me duly sworn, did depose and say: that he is President and Chief Executive Officer of ERIE INSURANCE PROPERTY & CASUALTY COMPANY, the corporation described in and which executed the above instrument; that he knows the Seal of said corporation; that the Seal affixed to the said instrument is such corporate Seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.



*Sheila M. Hirsch*  
My commission expires June 27, 2012  
Notary Public

CERTIFICATE

I, James J. Tanous, Secretary of ERIE INSURANCE PROPERTY & CASUALTY COMPANY, do hereby certify that the original POWER OF ATTORNEY, of which the foregoing is a full, true and correct copy, is still in full force and effect as of the date below.



*James J. Tanous*  
James J. Tanous Secretary

In witness whereof, I have hereunto subscribed my name and affixed corporate Seal of the Company by facsimiles pursuant to the action of the Board of Directors of the Company,

this 27th day of July 20 10





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

STATE OF West Virginia

COUNTY OF Putnam, TO-WIT:

I, Craig Blown, after being first duly sworn, depose and state as follows:

- 1. I am an employee of Pearl Gate Construction, Inc.; and,  
(Company Name)
- 2. I do hereby attest that Pearl Gate Construction, Inc.  
(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.

Pearl Gate Construction  
(Company Name)

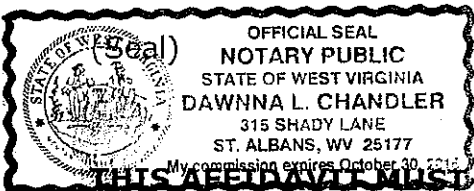
By: [Signature]

Title: President

Date: 7-27-10

Taken, subscribed and sworn to before me this 27<sup>th</sup> day of July 2010

By Commission expires October 30, 2016



Dawanna L. Chandler  
(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.**

STATE OF WEST VIRGINIA  
Purchasing Division

**PURCHASING AFFIDAVIT**

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

**DEFINITIONS:**

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

"Debtor" means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions. "Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities. "Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

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

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.

**WITNESS THE FOLLOWING SIGNATURE**

Vendor's Name: Pearl Gate Construction, Inc. - Craig Brown

Authorized Signature: *[Signature]* Date: 7-27-10

State of West Virginia

County of Luxemburg, to-wit:

Taken, subscribed, and sworn to before me this 27<sup>th</sup> day of July, 2010

My Commission expires December 30, 2016.

**AFFIX SEAL HERE**

NOTARY PUBLIC *Dawnna L Chandler*

