



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

**Solicitation**

NUMBER
AGR1419

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
DEAN WINGERD 304-558-0468

RFQ COPY

TYPE NAME/ADDRESS HERE

VENDOR

**CURTISS DILLON CONSTRUCTION LLC**  
 442 LOCKWOOD ROAD  
 ROCK, WV 24747  
 304-887-3029  
 WV LIC 027755  
 VA LIC 2705127989

SHIP TO

DEPARTMENT OF AGRICULTURE  
 GEN. JOHN MCCAUSLAND MEM. FARM  
 13280 KANAWHA VALLEY RD  
 HENDERSON, WV  
 25106-9801 304-558-2221

DATE PRINTED
04/15/2014

BID OPENING DATE: 04/22/2014

BID OPENING TIME 1:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
				ADDENDUM NO. 2		
				ADDENDUM IS ISSUED:	04/22/14 12:39:34PM West Virginia Purchasing Division	
				1. TO PROVIDE A COPY OF THE PRE-BID MEETING SIGN-IN SHEET FOR THE ABOVE SOLICITATION.	04/22/14 12:40:13PM West Virginia Purchasing Division	
				2. TO PROVIDE RESPONSES TO VENDORS' QUESTIONS REGARDING THE ABOVE SOLICITATION. QUESTION AND ANSWER PAGES ARE ATTACHED.		
				3. TO PROVIDE ADDENDUM ACKNOWLEDGMENT. THIS DOCUMENT SHOULD BE SIGNED AND RETURNED WITH YOUR BID. FAILURE TO SIGN AND RETURN MAY RESULT IN THE DISQUALIFICATION OF YOUR BID.		
				***** END OF ADDENDUM NO. 2 *****		

SIGNATURE <i>Curtiss Dillon</i>	TELEPHONE 304-887-3029	DATE 4-21-2014
TITLE Member	FEIN 462583366	ADDRESS CHANGES TO BE NOTED ABOVE

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



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Department of Administration  
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2019 Washington Street East  
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Charleston, WV 25305-0130

### Solicitation

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ADDRESS CORRESPONDENCE TO ATTENTION OF
DEAN WINGERD 304-558-0468

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RFQ COPY  
TYPE NAME/ADDRESS HERE

CURTISS DILLON CONSTRUCTION LLC  
442 LOCKWOOD ROAD  
ROCK, WV 24747  
304-887-3029  
WV LIC 027755  
VA LIC 2705127989

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DEPARTMENT OF AGRICULTURE  
GEN. JOHN MCCAUSLAND MEM. FARM  
13280 KANAWHA VALLEY RD  
HENDERSON, WV  
25106-9801 304-558-2221

DATE PRINTED
04/04/2014

BID OPENING DATE: 04/22/2014

BID OPENING TIME 1:30PM

LINE	QUANTITY	UOP	CAT. NO	ITEM NUMBER	UNIT PRICE	AMOUNT
				ADDENDUM NO. 1		
				ADDENDUM IS ISSUED:		
				1. TO PROVIDE DRAWINGS RELATED TO THIS PROJECT WHICH WERE OMITTED FROM THE ORIGINAL SOLICITATION. 7 DRAWINGS ARE ATTACHED.		
				2. TO PROVIDE ADDENDUM ACKNOWLEDGMENT. THIS DOCUMENT SHOULD BE SIGNED AND RETURNED WITH YOUR BID. FAILURE TO SIGN AND RETURN MAY RESULT IN THE DISQUALIFICATION OF YOUR BID.		
				***** END OF ADDENDUM NO. 1 *****		

SIGNATURE	<i>Curiss Dillon</i>	TELEPHONE	304-887-3029	DATE	4-21-2014
TITLE	Member	FEIN	462583366	ADDRESS CHANGES TO BE NOTED ABOVE	

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

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**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.: AGR1419**

**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 type="checkbox"/> Addendum No. 3            | <input type="checkbox"/> Addendum No. 8  |
| <input 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 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.

Curtiss Dillon Construction LLC  
Company

*Curtiss Dillon*  
Authorized Signature

4-21-2014  
Date



**ADDITIONAL TERMS AND CONDITIONS (Construction Contracts Only)**

1. **CONTRACTOR'S LICENSE:** West Virginia Code § 21-11-2 requires that all persons desiring to perform contracting work in this state be licensed. The West Virginia Contractors Licensing Board is empowered to issue the contractor's license. Applications for a contractor's license may be made by contacting the West Virginia Division of Labor.

West Virginia Code § 21-11-11 requires any prospective Vendor to include the contractor's license number on its bid. Failure to include a contractor's license number on the bid shall result in Vendor's bid being disqualified. Vendors should include a contractor's license number in the space provided below.

Contractor's Name: Curtiss Dillon Construction LLC

Contractor's License No. 027755

The apparent successful Vendor must furnish a copy of its contractor's license prior to the issuance of a purchase order/contract.

2. **DRUG-FREE WORKPLACE AFFIDAVIT:** W. Va. Code § 21-1D-5 provides that any solicitation for a public improvement contract requires each Vendor that submits a bid for the work to submit at the same time an affidavit that the Vendor has a written plan for a drug-free workplace policy. To comply with this law, Vendor must either complete the enclosed drug-free workplace affidavit and submit the same with its bid or complete a similar affidavit that fulfills all of the requirements of the applicable code. Failure to submit the signed and notarized drug-free workplace affidavit or a similar affidavit that fully complies with the requirements of the applicable code, with the bid shall result in disqualification of Vendor's bid.

**2.1 DRUG-FREE WORKPLACE POLICY:** Pursuant to W. Va. Code § 21-1D-4, Vendor and its subcontractors must implement and maintain a written drug-free workplace policy that complies with said article.

The awarding public authority may cancel this contract if: (1) Vendor fails to implement and maintain a written drug-free workplace policy described in the preceding paragraph, (2) Vendor fails to provide information regarding implementation of its drug-free workplace policy at the request of the public authority; or (3) Vendor provides to the public authority false information regarding the contractor's drug-free workplace policy.

3. **DRUG FREE WORKPLACE REPORT:** Pursuant to W. Va. Code § 21-1D-7b, no less than once per year, or upon completion of the project, every contractor shall provide a certified report to the public authority which let the contract. For contracts over \$25,000, the public authority shall be the West Virginia Purchasing Division. For contracts of \$25,000 or less, the public authority shall be the agency issuing the contract. The report shall include:

REQUEST FOR QUOTATION  
AGR1419 Post Frame Shop Building

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**10. VENDOR DEFAULT:**

- a. The following shall be considered a vendor default under this Contract.
  - i. Failure to perform Contract Services in accordance with the requirements contained herein.
  - ii. Failure to comply with other specifications and requirements contained herein.
  - iii. Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.
  - iv. Failure to remedy deficient performance upon request.
- b. The following remedies shall be available to Agency upon default.
  - i. Cancellation of the Contract.
  - ii. Cancellation of one or more release orders issued under this Contract.
  - iii. Any other remedies available in law or equity.

**11. MISCELLANEOUS:**

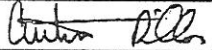
- a. **Contract Manager:** During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

Contract Manager: Curtiss Dillon  
Telephone Number: 304-887-3029  
Fax Number: 304-467-8712  
Email Address: Curtissdillon@yahoo.com



AGR1419

PRICING PAGE

Item No.	Description	Model No/Brand Name	Quantity	Unit Price	Extended Amount
1	Pre-Engineered Post Frame Shop Building		1		
	The job will be turn-key for all labor, materials,				
	and equipment necessary to complete the project				
	Failure to use this form may result in disqualification			GRAND TOTAL	98,000. <sup>00</sup>
	Bidder / Vendor Information				
Name:	Curtiss Dillon Construction LLC				
Address:	442 Lockwood Rd Rock Wv 24747				
Phone:	304-887-3629				
Email Address:	Curtissdillon@yahoo.com				
Authorized Signature:					

**CERTIFICATION AND SIGNATURE PAGE**

By signing below, I certify that I have reviewed this Solicitation in its entirety; understand the requirements, terms and conditions, and other information contained herein; that I am submitting this bid or proposal for review and consideration; that I am authorized by the bidder to execute this bid or any documents related thereto on bidder's behalf; that I am authorized to bind the bidder in a contractual relationship; and that to the best of my knowledge, the bidder has properly registered with any State agency that may require registration.

Curtiss Dillon Construction LLC  
(Company)

Curtiss Dillon  
(Authorized Signature)

Curtiss Dillon Member  
(Representative Name, Title)

304-887-3029      304-467-8712  
(Phone Number)      (Fax Number)

4-21-2014  
(Date)



WV-73  
Rev. 08/2013



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

**STATE OF WEST VIRGINIA,**

**COUNTY OF Mercer, TO-WIT:**

I, Curtiss Dillon, after being first duly sworn, depose and state as follows:

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

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

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

By: Curtiss Dillon

Title: Member

Company Name: Curtiss Dillon Construction LLC

Date: 4-21-2014

Taken, subscribed and sworn to before me this 21 day of April, 2014.

By Commission expires February 7 2014

(Seal)



Mary Blevins  
(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.**

RFQ No. AGR1419

STATE OF WEST VIRGINIA  
Purchasing Division

**PURCHASING AFFIDAVIT**

**MANDATE:** 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 exceed 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 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: Curtiss Dillon Construction LLC  
Authorized Signature: Curtis Dillon Date: 4-21-2014

State of West Virginia

County of Mercer, to-wit:

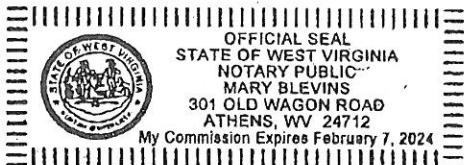
Taken, subscribed, and sworn to before me this 21 day of April, 2014.

My Commission expires February 7, 2024.

**AFFIX SEAL HERE**

NOTARY PUBLIC Mary Blevins

*Purchasing Affidavit (Revised 07/01/2012)*





State of West Virginia  
 Department of Administration  
 Purchasing Division  
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 Post Office Box 50130  
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SHIP TO

DEPARTMENT OF AGRICULTURE  
 GEN. JOHN MCCAUSLAND MEM. FARM  
 13280 KANAWHA VALLEY RD  
 HENDERSON, WV  
 25106-9801 304-558-2221

DATE PRINTED
03/27/2014

BID OPENING DATE: 04/22/2014

BID OPENING TIME 1:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>*****                      PLEASE NOTE: A MANDATORY PRE-BID MEETING IS SCHEDULED FOR 04/09/2014 AT 10:00 AM ON SITE, GENERAL JOHN MCCAUSLAND MEMORIAL FARM, 13280 KANAWHA VALLEY ROAD, ROUTE 35, HENDERSON, WV 25106.                      *****                      PLEASE NOTE: THE DRUG FREE WORKPLACE AFFIDAVIT AND BID BOND ARE REQUIRED WITH BID SUBMISSION.                      *****</p> <p>THE WEST VIRGINIA PURCHASING DIVISION FOR THE AGENCY, WV DEPARTMENT OF AGRICULTURE, IS SOLICITING BIDS FOR THE PURCHASE AND CONSTRUCTION OF A POST FRAME SHOP BUILDING AT THE GENERAL JOHN MCCAUSLAND MEMORIAL FARM IN HENDERSON, WV, PER THE ATTACHED SPECIFICATIONS.</p> <p>ATTACHMENTS INCLUDE:                      1. INSTRUCTIONS TO VENDORS SUBMITTING BIDS.                      2. GENERAL TERMS AND CONDITIONS.                      3. ADDITIONAL TERMS AND CONDITIONS. (CONSTRUCTION CONTRACTS ONLY).                      4. AGR1419 SPECIFICATIONS.                      5. CERTIFICATION AND SIGNATURE PAGE.                      6. PURCHASING AFFIDAVIT.                      7. DRUG-FREE WORKPLACE AFFIDAVIT.                      8. BID BOND INSTRUCTIONS AND FORM.                      9. WV-75 CONSTRUCTION BID SUBMISSION REVIEW FORM.</p> <p>THE MODEL/BRAND/SPECIFICATIONS NAMED HEREIN ESTABLISH THE ACCEPTABLE LEVEL OF QUALITY ONLY AND ARE NOT INTENDED TO REFLECT A PREFERENCE OR FAVOR ANY PARTICULAR BRAND OR VENDOR. VENDORS WHO ARE BIDDING</p>						

SIGNATURE	<i>Curtiss Dillon</i>	TELEPHONE	304-887-3029	DATE	4-21-2014
TITLE	Member	FEIN	462583366	ADDRESS CHANGES TO BE NOTED ABOVE	

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

# THE CINCINNATI INSURANCE COMPANY

## Bid Bond

**CONTRACTOR** (Name, legal status and address):

Curtiss Dillon Construction, LLC  
452 Lockwood Road  
Rock, WV 24747

**SURETY** (Name, legal status and principal place of business):

**THE CINCINNATI INSURANCE COMPANY**  
6200 S. GILMORE ROAD  
FAIRFIELD, OHIO 45014-5141

**OWNER** (Name, legal status and address):

STATE OF WV  
CAPITOL STREET  
CHARLESTON, WV 25301

This document has important legal consequences, Consultation with an attorney is encouraged with respect to its completion or modification.

**BOND AMOUNT:**

5% of bid

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

**PROJECT** (Name, location or address, and Project number, if any):

New construction of tractor shed

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond the sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirements shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 22 day of April, 2014

Earl R. Davis  
(Witness)

Earl R. Davis  
(Witness)

Curtiss Dillon  
Curtiss Dillon Construction, LLC  
(Principal) (Seal)  
Member  
(Title)

THE CINCINNATI INSURANCE COMPANY  
(Surety) (Seal)

Attorney-In-Fact  
(Title)

THE CINCINNATI INSURANCE COMPANY

Fairfield, Ohio

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That THE CINCINNATI INSURANCE COMPANY, a corporation organized under the laws of the State of Ohio, and having its principal office in the City of Fairfield, Ohio, does hereby constitute and appoint

Patricia E Compton, Karen H Hamro, Earl R Davis, C. Connor Litton, Jr.,

of Bluefield, WV

and deliver on its behalf as Surety, and as its act and deed, any and all bonds, policies, undertakings, or other like instruments, as follows:

its true and lawful Attorney(s)-in-Fact to sign, execute, seal

Ten Million Dollars and 00/100 (\$10,000,000.00)

This appointment is made under and by authority of the following resolution passed by the Board of Directors of said Company at a meeting held in the principal office of the Company, a quorum being present and voting, on the 6th day of December, 1958, which resolution is still in effect:

"RESOLVED, that the President or any Vice President be hereby authorized, and empowered to appoint Attorneys-in-Fact of the Company to execute any and all bonds, policies, undertakings, or other like instruments on behalf of the Corporation, and may authorize any officer or any such Attorney-in-Fact to affix the corporate seal; and may with or without cause modify or revoke any such appointment or authority. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company."

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 7th day of December, 1973.

"RESOLVED, that the signature of the President or a Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary or Assistant Secretary and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power of certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company."

IN WITNESS WHEREOF, THE CINCINNATI INSURANCE COMPANY has caused these presents to be sealed with its corporate seal, duly attested by its Vice President this 10th day of May, 2012.



THE CINCINNATI INSURANCE COMPANY

Signature of Steve A. Justice

Vice President

STATE OF OHIO ) ss:
COUNTY OF BUTLER )

On this 10th day of May, 2012, before me came the above-named Vice President of THE CINCINNATI INSURANCE COMPANY, to me personally known to be the officer described herein, and acknowledged that the seal affixed to the preceding instrument is the corporate seal of said Company and the corporate seal and the signature of the officer were duly affixed and subscribed to said instrument by the authority and direction of said corporation.



Signature of Mark J. Huller

MARK J. HULLER, Attorney at Law
NOTARY PUBLIC - STATE OF OHIO
My commission has no expiration date. Section 147.03 O.R.C.

I, the undersigned Secretary or Assistant Secretary of THE CINCINNATI INSURANCE COMPANY, hereby certify that the above is a true and correct copy of the Original Power of Attorney issued by said Company, and do hereby further certify that the said Power of Attorney is still in full force and effect.

GIVEN under my hand and seal of said Company at Fairfield, Ohio,
this day of



Signature of Scott R. Bolan

Assistant Secretary