



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

Solicitation

NUMBER
DJS140009

PAGE
1

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

RFQ COPY

TYPE NAME/ADDRESS HERE

VENDOR

CURTIS DILLON CONSTRUCTION LLC
442 LOCKWOOD ROAD
ROCK, WV 24747
304-887-3029
WV LIC 08775
WV LIC 270527500

SHIP TO

DIVISION OF JUVENILE SERVICES
SAM PERDUE JUVENILE CENTER
843 SHELTER RD
PRINCETON WV
24739

DATE PRINTED
05/07/2014

BID OPENING DATE: 06/05/2014

BID OPENING TIME 1:30PM

Table with 7 columns: LINE, QUANTITY, UOP, CAT NO., ITEM NUMBER, UNIT PRICE, AMOUNT. Contains detailed text regarding bid requirements, meeting information, and contact details for ZMM, Inc.

SIGNATURE: Curtis Dillon, TELEPHONE: 304-887-3029, DATE: 6-10-14, 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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CURTISS DILLON CONSTRUCTION LLC
442 LOCKWOOD ROAD
ROCK, WV 24747
304-887-3029
WV LIC 027755
VA LIC 2705127989

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T
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DIVISION OF JUVENILE SERVICES
SAM PERDUE JUVENILE CENTER

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LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
				1. INSTRUCTIONS TO VENDORS SUBMITTING BIDS. 2. GENERAL TERMS AND CONDITIONS. 3. ADDITIONAL TERMS AND CONDITIONS. (CONSTRUCTION CONTRACTS ONLY). 4. INVITATION TO BID, FORM OF PROPOSAL, DOCUMENT 00100 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. *****		
0001	1	LS		968-42		
				CONSTRUCTION OF VOCATIONAL BUILDING		
***** THIS IS THE END OF RFQ DJS140009 ***** TOTAL:						<u>218,600.⁰⁰</u>

SIGNATURE	<i>Curtiss Dillon</i>	TELEPHONE	304-887-3029	DATE	6-10-14
TITLE	Member	FEIN	462583366	ADDRESS CHANGES TO BE NOTED ABOVE	

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

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. WV 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:

INVITATION TO BID

West Virginia Division Of Juvenile Services invites proposals to provide all Work, including but not limited to labor, material, equipment supplies and transportation for:

Security Renovations For The
Sam Perdue Juvenile Center
843 Shelter Road
Princeton, West Virginia 24739

All Bids must be submitted in accordance with the Bidding Documents issued by the Architect and the Request for Quotations. Bidding Documents may be obtained from:

ZMM, Inc. Architects and Engineers
222 Lee Street West
Charleston, WV 25302

A \$ 50.00 deposit is required for each set. Bidders are limited to two sets each. Deposits will be refunded to Bidders who submit a bona fide Bid and return the Bidding Documents, in good condition, to the Architect within ten (10) days following the Bid Opening. Bidders and material suppliers may procure additional sets at actual cost. Only complete sets will be issued. Bidders are responsible for the cost of shipping and handling.

Additional sets of Bid Documents may be obtained from Charleston Blueprint (304-343-1063) by General Contractors, Subcontractors, material suppliers and dealers by paying the actual cost of printing, binding and mailing; however such cost is not refundable. Partial sets of Bid Documents will not be issued.

The Contractor agrees to commence work upon receiving a Notice to Proceed and complete the work within 90 days. In the event the work is not complete within the time period stated above, the Contractor shall pay the Owner as liquidated damages, the sum of \$ 100.00 per day until Substantial Completion is achieved.

A prebid meeting schedule is indicated in the Request for Quotations issued by the State Of West Virginia Purchasing Division.

Attendance is:

MANDATORY: If prebid is **Mandatory**, all Bidders **MUST** attend the prebid meeting to familiarize themselves with the Project location, site conditions and other relevant information. Should any Bidder fail to attend, the Bid will be disqualified.

RECOMMENDED: If prebid is **Recommended**, all Bidders should attend the prebid meeting to familiarize themselves with the Project location, site conditions and other relevant information. Should any Bidder fail to attend there will be no adjustment in the Contract Sum because of this.

Sealed Bids will be received by the **OWNER** according to the Request for Quotations issued by the State Of West Virginia Purchasing Division, in accordance with the Instructions to Bidders, and the Supplementary Instructions to Bidders.

END OF INVITATION TO BID

FORM OF PROPOSAL

TO THE OWNER: West Virginia Division Of Juvenile Services

PROJECT: Requisition No.: DJS 140009

Security Renovations For The Sam Perdue Juvenile Center
West Virginia Division Of Juvenile Services
843 Shelter Road, Princeton, Mercer County, WV 24739

The undersigned, hereinafter called the Bidder, being familiar with and understanding the Bidding Documents and also having examined the site and being familiar with all local conditions affecting the Project hereby proposes to furnish all labor, material, equipment, supplies and transportation, and to perform all Work in accordance with the Bidding Documents within the time set forth below for the sum of:

BASE BID: Two hundred eighteen thousand six hundred
\$ 218,600.00

(Amount to be shown in both words and numbers. In the event of a difference between the written amount and the number amount, the written amount shall prevail.)

If awarded contract on Base Bid, I (we) agree to perform the work including base bid to substantial completion (or-beneficial occupancy) in 365 days. The Bidder understands that the Owner may impose liquidated damages in the amount stated in and, in accordance with, the Special Conditions, for each day thereafter, Sundays and holidays included, that the Work remains uncompleted, which sum is agreed upon as the proper measure of liquidated damages which the Owner will sustain per diem by the failure of the Bidder to complete the Work in the stipulated time, and the sum is not to be construed in any sense a penalty. Liquidated damages will be assessed at substantial completion.

RESPECTFULLY SUBMITTED:

SIGNATURE: Curtiss Dillon
Signature In Ink

DATE: 6-10-14

NAME: Curtiss Dillon
Please Type or Print

Corporate Seal if Applicable

TITLE: Member

FIRM NAME: Curtiss Dillon Construction LLC

FIRM ADDRESS: 442 Lockwood Rd
Rock WV 24747

TELEPHONE: 304-887-3029

CONTRACTOR'S LICENSE NO.: WV 027755

CONTRACTOR'S LICENSE

West Virginia Code 21-11-2 requires that all persons desiring to perform contractual work in West Virginia must be duly licensed. The West Virginia Contractor's Licensing Board is empowered to issue the contractor's license. Application for a contractor's license may be made by contacting the West Virginia Department of Labor, 1800 Washington Street, East, Charleston, West Virginia 25305. Telephone: (304) 348-7890. West Virginia Code 21-11 requires any prospective Bidder to include the contractor's license number on their Bid. The successful Bidder will be required to furnish a copy of their contractor's license prior to issuance of a Purchase Order/Contract. Please complete and attach EXHIBIT A to bid.

ADDENDA ACKNOWLEDGEMENT

The undersigned hereby acknowledges receipt of the following Addenda and has taken the information contained therein into full consideration in the formulation of this Bid.

- Addenda No. 1
- No. 2
- No. 3
- No. 4
- No. 5

Failure to acknowledge receipt of each Addendum may be cause for rejection of the Bid.

SIGNATURE: Curtis D. Allen DATE: 6-10-14
Signature In Ink

END OF FORM OF PROPOSAL

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)

6-10-2014
(Date)

RFQ No. DJS140009

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 exceeds five percent of the total contract amount.

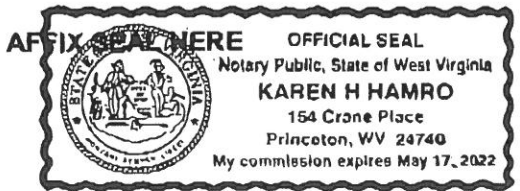
AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined 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: [Signature] Date: 6-10-14

State of West Virginia
County of Mercer, to-wit:

Taken, subscribed, and sworn to before me this 10th day of June, 2014.
My Commission expires May 17, 2022, 20 .



NOTARY PUBLIC [Signature: Karen H. Hamro]

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

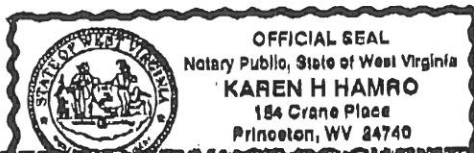
Company Name: Curtiss Dillon Construction LLC

Date: 6-10-14

Taken, subscribed and sworn to before me this 10th day of June, 2014.

By Commission expires May 17, 2022

(Seal)



Karen H. Hamro
(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.

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

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

Steph A. Justice

Vice President



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.



Mark J. Holler

MARK J. HOLLER, 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

Scott R. Boen

Assistant Secretary



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
PO Box 50130
Charleston, WV 25304

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):

Sam Perdue Juvenile Detention Center 24x40 metal bldg for training

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 10 day of June, 2014

Risa J. Thompson

(Witness)

Curtiss Dillon Construction, LLC

(Principal) *[Signature]* (Seal)

(Title)

Paul Davis

(Witness)

THE CINCINNATI INSURANCE COMPANY

(Surety) (Seal)
Karen N. Hamer

(Title) *Attorney-in-fact.*