



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

**State of West Virginia
 Solicitation Response**

Proc Folder : 335221
Solicitation Description : Addendum 1
Proc Type : Agency Contract - Fixed Amt

Date issued	Solicitation Closes	Solicitation Response	Version
	2017-06-22 13:30:00	SR 0803 ESR06221700000006515	1

VENDOR
000000172678 PDK CONSTRUCTION INC

Solicitation Number: ARFQ 0803 DOT1700000025

Total Bid : \$7,292.00 **Response Date:** 2017-06-22 **Response Time:** 10:03:52

Comments:

FOR INFORMATION CONTACT THE BUYER
 Dusty J Smith
 (304) 558-9398
 dusty.j.smith@wv.gov

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	ATTENUATOR REPLACEMENT	1.00000	LS	\$7,292.000000	\$7,292.00

Comm Code	Manufacturer	Specification	Model #
46161515			

Extended Description : CRASH ATTENUATOR REPLACEMENT AT THE WEST PIKE STREET EXIT RAMP ON US-50 WB IN CLARKSBURG IN HARRISON COUNTY.



State of West Virginia
Request For Quotation

Procurement Folder : 335221

Document Description : Addendum 1

Procurement Type : Agency Contract - Fixed Amt

Date Issued	Solicitation Closes	Solicitation No	Version	Phase
2017-06-16	2017-06-22 13:30:00	ARFQ 0803 DOT1700000025	2	Final

SUBMIT RESPONSES TO:	VENDOR
FINANCE & ADMINISTRATION DIVISION OF HIGHWAYS BLDG 5, RM A-220 1900 KANAWHA BLVD E CHARLESTON WV 25302 US	Vendor Name, Address and Telephone PDK Construction, Inc. P.O. Box 683 Pomeroy, Ohio 45769 740-992-6451

FOR INFORMATION CONTACT THE

Dusty J Smith
(304) 558-9398
dusty.j.smith@wv.gov

Phillip R. Harrison - President

Signature X *Phillip R. Harrison* FEIN # 31-1148628

DATE 6-22-17

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

INVOICE TO		SHIP TO	
DIVISION OF HIGHWAYS TRAFFIC ENGINEERING DIVISION 1900 KANAWHA BLVD E, BLDG 5 RM A550 CHARLESTON WV 25305-0430 US		STATE OF WEST VIRGINIA JOBSITE - SEE SPECIFICATIONS No City WV 99999 US	

Line	Commodity Line Description	Qty	Unit Issue	Unit Price	Total Price
1	ATTENUATOR REPLACEMENT	1.00000	LS	\$7,292.00	\$7,292.00

Commodity Code	Manufacturer	Model #	Specification
46161515			

Extended Description

CRASH ATTENUATOR REPLACEMENT AT THE WEST PIKE STREET EXIT RAMP ON US-50 WB IN CLARKSBURG IN HARRISON COUNTY.

SCHEDULE OF EVENTS

Line	Event	Event Date
1	DEADLINE FOR TECHNICAL QUESTION 12PM	2017-06-14

DOT1700000025	Document Phase Final	Document Description Addendum 1 ATTENUATOR REPLACEMENT	Page 3 of 3
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ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

ADDENDUM ACKNOWLEDGEMENT FORM

SOLICITATION NO.:

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 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.

PDK Construction, Inc.
Company

 Phillip R. Harrison - President
Authorized Signature

6-22-17
Date

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

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: PDK Construction, Inc.
Contractor's License No.: WV-004471

The apparent successful Vendor must furnish a copy of its contractor's license prior to the issuance of a Award Document.

2. AIA DOCUMENTS: All construction contracts that will be completed in conjunction with architectural services procured under Chapter 5G of the West Virginia Code will be governed by the AIA A101-2007 and A201-2007 or the A107-2007 documents, as amended by the Supplementary Conditions for the State of West Virginia, in addition to the terms and conditions contained herein.

3. GREEN BUILDINGS MINIMUM ENERGY STANDARDS: In accordance with § 22-29-4, all new building construction projects of public agencies that have not entered the schematic design phase prior to July 1, 2012, or any building construction project receiving state grant funds and appropriations, including public schools, that have not entered the schematic design phase prior to July 1, 2012, shall be designed and constructed complying with the ICC International Energy Conservation Code, adopted by the State Fire Commission, and the ANSI/ASHRAE/IESNA Standard 90.1-2007: Provided, That if any construction project has a commitment of federal funds to pay for a portion of such project, this provision shall only apply to the extent such standards are consistent with the federal standards.

DESIGNATED CONTACT: Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.

Darin J. Roush Corp. Sec.
(Name, Title)
Darin J. Roush - Corporate Secretary
34070 Crew Road Pomeroy, Ohio 54769
(Address)
740-992-6451 740-992-3074
(Phone Number) / (Fax Number)
pdkconstruction@yahoo.com
(E-mail address)

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

PDK Construction, Inc.
(Company)

Phillip R. Harrison Phillip R. Harrison - President
(Authorized Signature) (Representative Name, Title)

PHILLIP R. HARRISON, PRESIDENT
(Printed Name and Title of Authorized Representative)

6-22-17
(Date)

740-992-6451 740-992-3074
(Phone Number) (Fax Number)

State of West Virginia
VENDOR PREFERENCE CERTIFICATE

N/A

Certification and application is hereby made for Preference in accordance with **West Virginia Code**, §5A-3-37. (Does not apply to construction contracts). **West Virginia Code**, §5A-3-37, provides an opportunity for qualifying vendors to request (at the time of bid) preference for their residency status. Such preference is an evaluation method only and will be applied only to the cost bid in accordance with the **West Virginia Code**. This certificate for application is to be used to request such preference. The Purchasing Division will make the determination of the Vendor Preference, if applicable.

1. **Application is made for 2.5% vendor preference for the reason checked:**
 Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; **or,**
 Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification;
 Bidder is a resident vendor partnership, association, or corporation with at least eighty percent of ownership interest of bidder held by another entity that meets the applicable four year residency requirement; **or,**
 Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; **or,**
2. **Application is made for 2.5% vendor preference for the reason checked:**
 Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; **or,**
3. **Application is made for 2.5% vendor preference for the reason checked:**
 Bidder is a nonresident vendor that employs a minimum of one hundred state residents, or a nonresident vendor which has an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia and employs a minimum of one hundred state residents, and for purposes of producing or distributing the commodities or completing the project which is the subject of the bidder's bid and continuously over the entire term of the project, on average at least seventy-five percent of the bidder's employees or the bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years and the vendor's bid; **or,**
4. **Application is made for 5% vendor preference for the reason checked:**
 Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; **or,**
5. **Application is made for 3.5% vendor preference who is a veteran for the reason checked:**
 Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; **or,**
6. **Application is made for 3.5% vendor preference who is a veteran for the reason checked:**
 Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.
7. **Application is made for preference as a non-resident small, women- and minority-owned business, in accordance with West Virginia Code §5A-3-59 and West Virginia Code of State Rules.**
 Bidder has been or expects to be approved prior to contract award by the Purchasing Division as a certified small, women- and minority-owned business.

Bidder understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the requirements for such preference, the Secretary may order the Director of Purchasing to: (a) rescind the contract or purchase order; or (b) assess a penalty against such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency or deducted from any unpaid balance on the contract or purchase order.

By submission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and authorizes the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid the required business taxes, provided that such information does not contain the amounts of taxes paid nor any other information deemed by the Tax Commissioner to be confidential.

Bidder hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate changes during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.

Bidder: PDK Construction, Inc.

Signed: Philip R. Harrison

Date: June 13, 2017

Title: President

*Check any combination of preference consideration(s) indicated above, which you are entitled to receive.

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: PDK Construction, Inc.

Authorized Signature: Phillip R. Harrison Date: 6-13-17

State of Ohio

County of Meigs, to-wit:

Taken, subscribed, and sworn to before me this 13th day of June, 2017.

My Commission expires September 9th, 2020.

AFFIX SEAL HERE

NOTARY PUBLIC

Teresa M. Shiflet



TERESA M. SHIFLET
Notary Public, State of Ohio
My Commission Expires September 9, 2020
Recorded in Meigs County

CONTRACTOR LICENSE

Authorized by the

West Virginia Contractor Licensing Board

Number: WV004471

Classification:

GENERAL ENGINEERING

PDK CONSTRUCTION INC
DBA PDK CONSTRUCTION INC
PO BOX 683
POMEROY, OH 45769-0683

Date Issued

Expiration Date

SEPTEMBER 16, 2016

SEPTEMBER 16, 2017

Philip R. Harrison

Authorized Company Signature

Michael A. Carl

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.

REQUEST FOR QUOTATION
IMPACT ATTENUATOR REPLACEMENT

11. COMPLETION:

11.1 Deadline: Vendor shall complete all work described within ten (10) Calendar Days after receiving a Notice to Proceed.

11.2 Late Delivery: The Agency placing the order under this Contract must be notified in writing if completion of the work will be delayed for any reason. Any delay in completion will be grounds for cancellation of the Contract, and/or having the work performed by a third party.

The Vendor shall be subject to liquidated damages in the amount of \$40 for each Calendar day beyond the completion deadline that the work described is not completed in its' entirety. The work described herein is critical in nature and the liquidated damages described herein shall be enforced without exception. No time extension will be approved for this work.

12 MISCELLANEOUS

12.1 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: Darin J. Roush
Telephone Number: 740-992-6451
Fax Number: 740-992-3074
Email Address: pdkconstruction@yahoo.com

12.2 Vendor affirms that in regard to this Contract and the bidding process which underlies the Contract, neither Vendor nor anyone on its behalf, including affiliate and subsidiary entities of Vendor, has:

- a. Been a party to any collusion with any potential or actual bidders, state or federal official or employee in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding;
- b. Been a party to any collusion with any other potential or actual bidders, federal or state official or employee as to quantity, quality or price in the Contract, or any other terms of the Contract;
- c. Been a party to any discussions between or among potential or actual bidders and any federal or state official or employees concerning exchange of money or other thing of value for special consideration in the letting or award of this Contract;