



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

**State of West Virginia
 Solicitation Response**

Proc Folder : 677072
Solicitation Description : ADDENDUM #1
Proc Type : Agency Master Agreement

Date issued	Solicitation Closes	Solicitation Response	Version
	2020-01-30 13:30:00	SR 0803 ESR01292000000004454	1

VENDOR
000000160318 P&W EXCAVATING INC

Solicitation Number: ARFQ 0803 DOT2000000031

Total Bid : \$0.00 **Response Date:** 2020-01-29 **Response Time:** 13:20:31

Comments:

FOR INFORMATION CONTACT THE BUYER
 Tina L Lewis
 (304) 558-9398
 tina.l.lewis@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	ASPHALT - MATERIALS, DELIVERY AND LAYDOWN BY THE VENDOR	0.00000	EA		

Comm Code	Manufacturer	Specification	Model #
30121601			

Extended Description :	ASPHALT - MATERIALS, DELIVERY AND LAYDOWN BY THE VENDOR PER THE ATTACHED PRICING PAGES/E-CATALOG AND INFORMATION ATTACHMENT FORM
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ADDENDUM ACKNOWLEDGEMENT FORM

SOLICITATION NO.: ARFQ DOT2000000031

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.

P & W Excavating, Inc.

Company



Authorized Signature

01/29/2020

Date

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

ATTACHMENT A - PRICING PAGES Asphalt Materials Delivery & Laydown by Vendor by Location per County

Vendor name shall be entered here by the Vendor:

P & W Excavating, Inc.

For bidding, Vendor shall mark with an "X" the Counties that correspond with the Pricing on this page.

If Vendor has Varied pricing per county, Vendor Shall complete Attachment A spreadsheet for each Pricing per County set.

Vendor shall provide the Plant Information on Corresponding Attachment B1 Asphalt/ Attachment B2 Stone forms which Shall accompany Pricing Pages with bid.

<input type="checkbox"/> Barbour	<input type="checkbox"/> Doddridge	<input type="checkbox"/> Harrison	<input type="checkbox"/> Marshall	<input checked="" type="checkbox"/> Morgan	<input type="checkbox"/> Raleigh	<input type="checkbox"/> Upshur
<input checked="" type="checkbox"/> Berkeley	<input type="checkbox"/> Fayette	<input type="checkbox"/> Jackson	<input type="checkbox"/> Mason	<input type="checkbox"/> Nicholas	<input type="checkbox"/> Randolph	<input type="checkbox"/> Wayne
<input type="checkbox"/> Boone	<input type="checkbox"/> Gilmer	<input type="checkbox"/> Jefferson	<input type="checkbox"/> McDowell	<input type="checkbox"/> Ohio	<input type="checkbox"/> Ritchie	<input type="checkbox"/> Webster
<input type="checkbox"/> Braxton	<input type="checkbox"/> Grant	<input type="checkbox"/> Kanawha	<input type="checkbox"/> Mercer	<input type="checkbox"/> Pendleton	<input type="checkbox"/> Roane	<input type="checkbox"/> Wetzel
<input type="checkbox"/> Brooke	<input type="checkbox"/> Greenbrier	<input type="checkbox"/> Lewis	<input type="checkbox"/> Mineral	<input type="checkbox"/> Pleasants	<input type="checkbox"/> Summers	<input type="checkbox"/> Wirt
<input type="checkbox"/> Cabell	<input type="checkbox"/> Hampshire	<input type="checkbox"/> Lincoln	<input type="checkbox"/> Mingo	<input type="checkbox"/> Pocahontas	<input type="checkbox"/> Taylor	<input type="checkbox"/> Wood
<input type="checkbox"/> Calhoun	<input type="checkbox"/> Hancock	<input type="checkbox"/> Logan	<input type="checkbox"/> Monongalia	<input type="checkbox"/> Preston	<input type="checkbox"/> Tucker	<input type="checkbox"/> Wyoming
<input type="checkbox"/> Clay	<input type="checkbox"/> Hardy	<input type="checkbox"/> Marion	<input type="checkbox"/> Monroe	<input type="checkbox"/> Putnam	<input type="checkbox"/> Tyler	

Supplier Name - Vendor's Sourced Plant	Item #	Commodity Code	Extended Description	Unit of Measure	List Price
P&W Excavating, Warfordsburg PA	A	3012601 Asphalt	Asphalt Section 401 - Base I	TON	53
	B	3012601 Asphalt	Asphalt Section 401 - 25mm Superpave	TON	no bid
P&W Excavating, Warfordsburg PA	C	3012601 Asphalt	Asphalt Section 401 - Base II	TON	54.65
P&W Excavating, Warfordsburg PA	D	3012601 Asphalt	Asphalt Section 401 - Patch and Level	TON	54.65
P&W Excavating, Warfordsburg PA	E	3012601 Asphalt	Asphalt Section 401 - Wearing IV	TON	54.65
P&W Excavating, Warfordsburg PA	F	3012601 Asphalt	Asphalt Section 402 - Wearing IV	TON	61.75
	G	3012601 Asphalt	Asphalt Section 401 - 19mm Superpave	TON	no bid
P&W Excavating, Warfordsburg PA	H	3012601 Asphalt	Asphalt Section 401 - Scratch Course	TON	59.9
	I	3012601 Asphalt	Asphalt Section 402 - 9.5mm Superpave	TON	no bid
P&W Excavating, Warfordsburg PA	J	3012601 Asphalt	Asphalt Section 401 - Wearing 1	TON	59.9
P&W Excavating, Warfordsburg PA	K	3012601 Asphalt	Asphalt Section 402 - Wearing 1	TON	68.6
	L	3012601 Asphalt	Asphalt Section 401 - 4.75mm Superpave	TON	no bid
	M	3012601 Asphalt	Asphalt Section 402 - 4.75mm Superpave	TON	no bid
	N	3012601 Asphalt	Asphalt Section 401 - Wearing III	TON	no bid
	O	3012601 Asphalt	Asphalt Section 402 - Wearing III	TON	no bid
	P	3012601 Asphalt	Asphalt Section 401 - 12.5mm Superpave	TON	no bid
P&W Excavating, Warfordsburg PA	PZ	3012601 Asphalt	Asphalt Section 402 - 12.5mm Superpave	TON	64
P&W Excavating, Warfordsburg PA	PE	3012601 Asphalt	Shoulder Stone Placement for Asphalt Section 307 - Class 10	TON	24.9
P&W Excavating, Warfordsburg PA	PG	3012601 Asphalt	Haul by Vendor Shoulder Stone Placem't First Ton Mile	MILE	1.6
P&W Excavating, Warfordsburg PA	PH	3012601 Asphalt	Haul by Vendor Shoulder Stone Placem't - Each Additional Mile	MILE	0.25
P&W Excavating, Warfordsburg PA	Q	3012601 Asphalt	Surcharge for PG Binder - 70 minus 22	TON	3.15
P&W Excavating, Warfordsburg PA	R	3012601 Asphalt	Surcharge for PG Binder 76 minus 22 ordered in 400 ton increments	TON	9.4
P&W Excavating, Warfordsburg PA	S1	3012601 Asphalt	Asphalt Haul by Vendor - First Ton Mile	MILE	1.6
P&W Excavating, Warfordsburg PA	S2	3012601 Asphalt	Asphalt Haul by Vendor - Each Additional Mile	MILE	0.25
P&W Excavating, Warfordsburg PA	T1	3012601 Asphalt	LayDown of Materials.Items A-P, PZ and AI, Each Site 0 to 100 Tons	TON	30
P&W Excavating, Warfordsburg PA	T2	3012601 Asphalt	LayDown of Materials.Items A-P, PZ and AI, Each Site 101 to 200 Tons	TON	15
P&W Excavating, Warfordsburg PA	T3	3012601 Asphalt	LayDown of Materials.Items A-P, PZ and AI, Each Site 201 to 500 Tons	TON	8.25
P&W Excavating, Warfordsburg PA	T4	3012601 Asphalt	LayDown of Materials.Items A-P, PZ and AI, Each Site 501 Tons or greater	TON	6.25
P&W Excavating, Warfordsburg PA	U1	3012601 Asphalt	Excavation for Shoulder Paving - 0 to 1000 Square Yards	SY	8
P&W Excavating, Warfordsburg PA	U2	3012601 Asphalt	Excavation for Shoulder Paving - 1001 to 2000 Square Yards	SY	4.15
P&W Excavating, Warfordsburg PA	U3	3012601 Asphalt	Excavation for Shoulder Paving - 2001 to 3000 Square Yards	SY	2.5
P&W Excavating, Warfordsburg PA	U4	3012601 Asphalt	Excavation for Shoulder Paving - 3001 Square Yards or Greater	SY	2
P&W Excavating, Warfordsburg PA	V1	3012601 Asphalt	Asphalt Base I Shoulder Paving Surcharge - 0 to 100 Tons	TON	5
P&W Excavating, Warfordsburg PA	V2	3012601 Asphalt	Asphalt Base I Shoulder Paving Surcharge - 101 to 200 Tons	TON	3.25
P&W Excavating, Warfordsburg PA	V3	3012601 Asphalt	Asphalt Base I Shoulder Paving Surcharge - 201 to 500 Tons	TON	2.5
P&W Excavating, Warfordsburg PA	V4	3012601 Asphalt	Asphalt Base I Shoulder Paving Surcharge - 501 Tons or Greater	TON	1.25
P&W Excavating, Warfordsburg PA	W1	3012601 Asphalt	Asphalt Base II Shoulder Paving Surcharge - 0 to 100 Tons	TON	5
P&W Excavating, Warfordsburg PA	W2	3012601 Asphalt	Asphalt Base II Shoulder Paving Surcharge - 101 to 200 Tons	TON	3.25
P&W Excavating, Warfordsburg PA	W3	3012601 Asphalt	Asphalt Base II Shoulder Paving Surcharge - 201 to 500 Tons	TON	2.5
P&W Excavating, Warfordsburg PA	W4	3012601 Asphalt	Asphalt Base II Shoulder Paving Surcharge - 501 Tons or Greater	TON	1.25
P&W Excavating, Warfordsburg PA	X	3012601 Asphalt	Asphalt Material for Tack Coat or Prime Material	GL	3
P&W Excavating, Warfordsburg PA	Y	3012601 Asphalt	Additional Heel-In Joints	LF	12.25
P&W Excavating, Warfordsburg PA	Z	3012601 Asphalt	Skip Paving Surcharge	TON	2.75
P&W Excavating, Warfordsburg PA	AB1	3012601 Asphalt	Pavement Profiling (Milling) - 0 to 250 Square Yards	SY	25.3
P&W Excavating, Warfordsburg PA	AB2	3012601 Asphalt	Pavement Profiling (Milling) - 251 to 500 Square Yards	SY	16.1
P&W Excavating, Warfordsburg PA	AB3	3012601 Asphalt	Pavement Profiling (Milling) - 501 to 1000 Square Yards	SY	9.2
P&W Excavating, Warfordsburg PA	AB4	3012601 Asphalt	Pavement Profiling (Milling) - 1001 to 2500 Square Yards	SY	5.1
P&W Excavating, Warfordsburg PA	AB5	3012601 Asphalt	Pavement Profiling (Milling) - 2501 to 5000 Square Yards	SY	2.2
P&W Excavating, Warfordsburg PA	AB6	3012601 Asphalt	Pavement Profiling (Milling) - 5001 Square Yards or Greater	SY	1.2
P&W Excavating, Warfordsburg PA	AC	3012601 Asphalt	Pavement Repair - Asphalt Base II	TON	195
	AF	3012601 Asphalt	Asphalt HPTO - SP496 - PG 64E-22 ordered 300 TN increments	TON	no bid
	AG	3012601 Asphalt	Non Tracking Tack - to be used with AF	GL	no bid
	AH	3012601 Asphalt	Lay Down of Materials - to be used with AF - 300 TN or Greater	TON	no bid
	AI	3012601 Asphalt	Ultra-Thin Asphalt Overlay - SP498	TON	no bid
P&W Excavating, Warfordsburg PA	AJ1	3012601 Asphalt	Fine Milling of Asphalt Pavement Surfaces - 0 to 250 Sq Yards	SY	29.9
P&W Excavating, Warfordsburg PA	AJ2	3012601 Asphalt	Fine Milling of Asphalt Pavement Surfaces - 251 to 500 Sq Yards	SY	19.75
P&W Excavating, Warfordsburg PA	AJ3	3012601 Asphalt	Fine Milling of Asphalt Pavement Surfaces - 501 to 1000 Sq Yards	SY	11.1
P&W Excavating, Warfordsburg PA	AJ4	3012601 Asphalt	Fine Milling of Asphalt Pavement Surfaces 1001 to 2500 SqYards	SY	6.15
P&W Excavating, Warfordsburg PA	AJ5	3012601 Asphalt	Fine Milling of Asphalt Pavement Surfaces 2501 to 5000 SqYards	SY	2.8
P&W Excavating, Warfordsburg PA	AJ6	3012601 Asphalt	Fine Milling of Asphalt Pavement Surfaces - 5001 SY or Greater	SY	1.4
P&W Excavating, Warfordsburg PA	AL	3012601 Asphalt	Milled Rumble Strips	LF	3.45
P&W Excavating, Warfordsburg PA	AM	3012601 Asphalt	Surcharge for Parking Lot and Facility Paving - Items A thru PZ	TON	5
P&W Excavating, Warfordsburg PA	AN	3012601 Asphalt	Cleaning and Sweeping	SY	0.1
P&W Excavating, Warfordsburg PA	AO1	3012601 Asphalt	Maintaining Traffic - Pilot Truck and Driver	DAY	525
P&W Excavating, Warfordsburg PA	AO2	3012601 Asphalt	Maintaining Traffic - Traffic Control Devices	UNIT	1.25
P&W Excavating, Warfordsburg PA	AO3	3012601 Asphalt	Maintaining Traffic - Flagger	HOUR	52
P&W Excavating, Warfordsburg PA	AO4	3012601 Asphalt	Maintaining Traffic - Arrow Board	DAY	25
P&W Excavating, Warfordsburg PA	AO1	3012601 Asphalt	Off-Season Plant Opening - First Day	DAY	5000
P&W Excavating, Warfordsburg PA	AO2	3012601 Asphalt	Off-Season Plant Opening - Each Additional Day	DAY	2000

ATTACHMENT AA - MOBILIZATION PRICING PAGES - Asphalt Materials, Delivery & Labor by Vendor by Location

Vendor Shall enter below the Mobilization Item Pricing from Vendor's Sourced Plant Locations on ATTACHMENT B1 Asphalt, ATTACHMENT B2 Stone

		MOBILIZATION PRICING					
County	Unit of Measure	Item AA - Pavement Profiling	Item AK - Milled Rumble Strips	Item PF - Shoulder Stone	Item AP1 - DAYTIME Paving	Item AP2 - NIGHTTIME Paving	Delivery Days
Barbour	LUMP SUM						7
Berkeley	LUMP SUM	\$ 3,220.00	\$ 2,675.00	\$ 780.00	\$ 1,560.00	\$ 1,950.00	7
Boone	LUMP SUM						7
Braxton	LUMP SUM						7
Brooke	LUMP SUM						7
Cabell	LUMP SUM						7
Calhoun	LUMP SUM						7
Clay	LUMP SUM						7
Doddridge	LUMP SUM						7
Fayette	LUMP SUM						7
Gilmer	LUMP SUM						7
Grant	LUMP SUM						7
Greenbrier	LUMP SUM						7
Hampshire	LUMP SUM						7
Hancock	LUMP SUM						7
Hardy	LUMP SUM						7
Harrison	LUMP SUM						7
Jackson	LUMP SUM						7
Jefferson	LUMP SUM						7
Kanawha	LUMP SUM						7
Lewis	LUMP SUM						7
Lincoln	LUMP SUM						7
Logan	LUMP SUM						7
Marion	LUMP SUM						7
Marshall	LUMP SUM						7
Mason	LUMP SUM						7
McDowell	LUMP SUM						7
Mercer	LUMP SUM						7
Mineral	LUMP SUM						7
Mingo	LUMP SUM						7
Monongalia	LUMP SUM						7
Monroe	LUMP SUM						7
Morgan	LUMP SUM	\$ 3,220.00	\$ 2,675.00	\$ 780.00	\$ 1,560.00	\$ 1,950.00	7
Nicholas	LUMP SUM						7
Ohio	LUMP SUM						7
Pendleton	LUMP SUM						7
Pleasants	LUMP SUM						7
Pocahontas	LUMP SUM						7
Preston	LUMP SUM						7
Putnam	LUMP SUM						7
Raleigh	LUMP SUM						7
Randolph	LUMP SUM						7
Ritchie	LUMP SUM						7
Roane	LUMP SUM						7
Summers	LUMP SUM						7
Taylor	LUMP SUM						7
Tucker	LUMP SUM						7
Tyler	LUMP SUM						7
Upshur	LUMP SUM						7
Wayne	LUMP SUM						7
Webster	LUMP SUM						7
Wetzel	LUMP SUM						7
Wirt	LUMP SUM						7
Wood	LUMP SUM						7
Wyoming	LUMP SUM						7

ATTENTION: Enter your Vendor Name for above Pricing:

P & W Excavating, Inc.

Asphalt Materials, Delivery & Labor by Vendor by County

ATTACHMENT B1 ASPHALT - Asphalt Plant Location Information

Plant information on this form is for Vendor's sourced Asphalt Storage Sites associated with LAYDOWN only

VENDOR NAME ___ P & W Excavating, Inc.

Mandatory - Vendor shall complete this form and return with bid submission.

For LAYDOWN, If a Vendor will be supplying materials from multiple Asphalt Plant Locations and ALL pricing is the same, ALL Plant Locations can be listed on one Information Attachment B1 form and one bid submission is acceptable. If a vendor will be supplying LAYDOWN materials from multiple Plant Locations, **at varying prices, additional**, separate bid submissions must be submitted for each Plant Location bid. Plant Locations shall correspond with Pricing Pages submitted.

Vendor's ASPHALT Plant Location for use with LAYDOWN services:	
This plant Shall be sourced by the Vendor to serve the following counties and correspond with Counties marked on Pricing Pages:	
County names:	Berkeley, Morgan
Plant Name & Location	P & W Excavating, Inc. 882 Piegon Cove Road Warfordsburg PA 17267

Vendor's ASPHALT Plant Location for use with LAYDOWN services:	
This plant Shall be sourced by the Vendor to serve the following counties and correspond with Counties marked on Pricing Pages:	
County names:	
Plant Name & Location	

Vendor's ASPHALT Plant Location for use with LAYDOWN services:	
This plant Shall be sourced by the Vendor to serve the following counties and correspond with Counties marked on Pricing Pages:	
County names:	
Plant Name & Location	

Vendor's ASPHALT Plant Location for use with LAYDOWN services:	
This plant Shall be sourced by the Vendor to serve the following counties and correspond with Counties marked on Pricing Pages:	
County names:	
Plant Name & Location	

ASPHALT Plant locations for Asphalt LAYDOWN

ATTACHMENT B2 STONE Stone Plant Location Information

Plant information on this form is for Vendor's sourced Stone Storage Sites associated with Asphalt LAYDOWN only

VENDOR NAME __ P & W Excavating, Inc.

Mandatory - Vendor shall complete this form and return with bid submission.

For LAYDOWN, If a Vendor will be supplying materials from multiple STONE Plant Locations and ALL pricing is the same, ALL Plant Locations can be listed on one Attachment B2 form and one bid submission is acceptable. If a vendor will be supplying Stone materials from multiple Plant Locations, at varying prices, *additional*, separate bid submissions must be submitted per each Plant Location bid. Plant Locations shall correspond with Pricing Pages submitted.

Vendor's SHOULDER STONE Plant Location for use with LAYDOWN services:	
This plant Shall be sourced by the Vendor to serve the following counties and correspond with Counties marked on Pricing Pages:	
County names:	Berkeley, Morgan
Plant Name & Location	Martin Marietta Warfordsburg
	424 Piegion Cove Road Warfordsburg PA 17267
Vendor's SHOULDER STONE Plant Location for use with LAYDOWN services:	
This plant Shall be sourced by the Vendor to serve the following counties and correspond with Counties marked on Pricing Pages:	
County names:	
Plant Name & Location	
Vendor's SHOULDER STONE Plant Location for use with LAYDOWN services:	
This plant Shall be sourced by the Vendor to serve the following counties and correspond with Counties marked on Pricing Pages:	
County names:	
Plant Name & Location	
Vendor's SHOULDER STONE Plant Location for use with LAYDOWN services:	
This plant Shall be sourced by the Vendor to serve the following counties and correspond with Counties marked on Pricing Pages:	
County names:	
Plant Name & Location	

SHOULDER STONE plant locations associated with Asphalt Laydown

AGENCY CUSTOMER ID: 00004383

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page ____ of ____

AGENCY Donald C Bowers Insurance, Inc.		NAMED INSURED P & W EXCAVATING INC	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance: Notes

EXCLUDED FROM WORKERS' COMPENSATION COVERAGE:
OFFICER - FRANK C PLESSINGER - PRESIDENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES, OR CONTRACTORS - AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

A. Section II – Who Is An Insured is amended to include as an additional insured:

1. Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy; and
2. Any other person or organization you are required to add as an additional insured under the contract or agreement described in Paragraph 1. above.

Such person(s) or organization(s) is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

- a. Your acts or omissions; or
- b. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

However, the insurance afforded to such additional insured described above:

- a. Only applies to the extent permitted by law; and
- b. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for the person or organization described in Paragraph 1. above are completed.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
 - a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of, or the failure to render, any professional architectural, engineering or surveying services.

2. "Bodily injury" or "property damage" occurring after:
 - a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
 - b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance**:

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement described in Paragraph **A.1.**; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

ADDITIONAL INSURED ENDORSEMENT

DEFINITIONS

"**Additional Insured**" means the person or organization shown on the "**Declarations**" as an "ADDITIONAL INSURED."

OUR PROMISE

Under Liability Protection, "**we**" will pay all sums the "**Additional Insured**" legally must pay as damages arising out of the acts or omissions of:

1. the "**Named Insured**" or any "**relative**;"
2. any employee or agent of the "**Named Insured**;" or
3. any other person, except the "**Additional Insured**" or any employee or agent of the "**Additional Insured**"

using an "**auto we insure**" with the "**Named Insured's**" permission.

TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

If any person or organization to or for whom "**we**" make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to "**us**." That person or organization must do everything necessary to secure our rights and must do nothing after "**accident**" or loss to impair them. "**We**" waive any right of recovery "**we**" may have against a person or organization identified as an "**Additional Insured**" in the "**Declarations**" because of payments "**we**" make for injury or damage arising out of the ownership, maintenance or use of a covered "**auto**" under a contract with that "**Additional Insured**."

SPECIAL CONDITIONS

1. If this policy is cancelled by "**us**," "**we**" will mail notice to the "**Additional Insured**" at least 30 days prior to the cancellation date. (*Maryland Exception: "We" will mail notice at least 30 days in advance of the effective date of cancellation for non-payment of premium. If this policy is cancelled by "us" for any other reason, "we" will mail notice at least 45 days in advance of the effective date of cancellation.*)
2. If this policy is cancelled by the "**Named Insured**," "**we**" will mail notice of cancellation to the "**Additional Insured**."
3. The "**Additional Insured**" will never be asked to pay a premium for this policy.
4. Protecting the "**Additional Insured**" under this policy shall not increase the limits of protection.

OTHER PROVISIONS

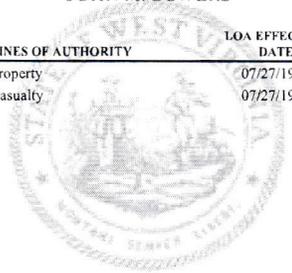
All other provisions of the policy apply.

JOHN M. BOWERS
22102 WHITESTONE COURT
SMITHSBURG MD 21783-1586

State of West Virginia
Agent License
JOHN M. BOWERS

License No: 2060387 NPN: 2060387

LICENSE TYPE	LINES OF AUTHORITY	LOA EFFECTIVE DATE	LICENSE EXPIRATION DATE
Insurance Producer	Property	07/27/1990	08/31/2021
	Casualty	07/27/1990	

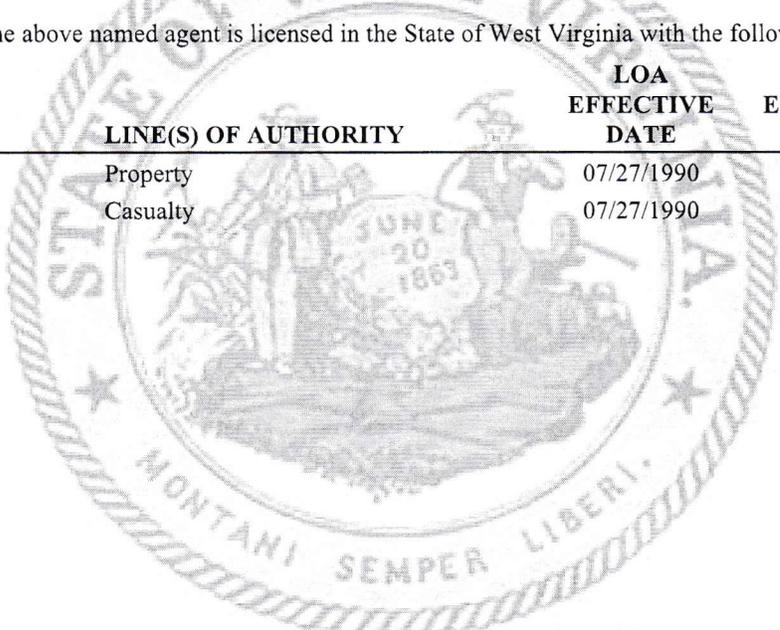


State of West Virginia
Agent License
JOHN M. BOWERS

License No: 2060387 NPN: 2060387

This is to certify that the above named agent is licensed in the State of West Virginia with the following authority(ies):

LICENSE TYPE	LINE(S) OF AUTHORITY	LOA EFFECTIVE DATE	LICENSE EXPIRATION DATE
Insurance Producer	Property	07/27/1990	08/31/2021
	Casualty	07/27/1990	



Please visit sbs-wv.naic.org/Lion-Web/jsp/sbsreports/AgentLookup.jsp for the current status of this license.

CERTIFICATION AND SIGNATURE PAGE

By signing below, or submitting documentation through the West Virginia Vendor Self Service Portal website, 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.

P & W Excavating Inc.
(Full Company Name)

Frank Plessinger
(Authorized Signature)

Frank Plessinger President
(Print or Type Name and Title
of Signatory)

717-485-5141
(Phone Number)

717-485-5196
(Fax Number)

pwdig@pwexcav.com
(Email address)

01/29/2020
(Date)

**Form pre-approved by DOH legal division on July 12, 2016.
Attorney signature not required.**

REQUEST FOR QUOTATION
Asphalt Materials, Delivery & Labor by Vendor by Location

Nighttime Paving Mobilization, Item AP2 unless the Delivery Order directs that the paving is to be done at night.

- 12.4 Reports:** The Vendor shall provide quarterly reports and annual summaries to the Agency showing the Contract Items purchased, quantities of Contract Items purchased and the total dollar value of the Contract Items purchased. The Vendor shall also provide reports, upon request, showing the Contract Items purchased during the term of this Contract, the quantity purchased for each of those Contract Items and the total value of purchases for each of those Contract Items. Failure to supply such reports may be grounds for cancellation of this Contract.
- 12.5 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. In the event that the Contract Manager or any of the Vendor's contact information, email, addresses or phone numbers change, the Vendor shall update in writing the WVDOH, and wvOASIS. Vendor should list its Contract Manager and his or her contact information below.

Contract Manager: Travis Lippy
Telephone Number: 717-485-5141
Fax Number: 717-485-5196
Email Address: travis@pwexcav.com

West Virginia Ethics Commission



Disclosure of Interested Parties to Contracts

Pursuant to *W. Va. Code* § 6D-1-2, a state agency may not enter into a contract, or a series of related contracts, that has/have an actual or estimated value of \$1 million or more until the business entity submits to the contracting state agency a Disclosure of Interested Parties to the applicable contract. In addition, the business entity awarded a contract is obligated to submit a supplemental Disclosure of Interested Parties reflecting any new or differing interested parties to the contract within 30 days following the completion or termination of the applicable contract.

For purposes of complying with these requirements, the following definitions apply:

"Business entity" means any entity recognized by law through which business is conducted, including a sole proprietorship, partnership or corporation, but does not include publicly traded companies listed on a national or international stock exchange.

"Interested party" or *"Interested parties"* means:

- (1) A business entity performing work or service pursuant to, or in furtherance of, the applicable contract, including specifically sub-contractors;
- (2) the person(s) who have an ownership interest equal to or greater than 25% in the business entity performing work or service pursuant to, or in furtherance of, the applicable contract. (This subdivision does not apply to a publicly traded company); and
- (3) the person or business entity, if any, that served as a compensated broker or intermediary to actively facilitate the applicable contract or negotiated the terms of the applicable contract with the state agency. (This subdivision does not apply to persons or business entities performing legal services related to the negotiation or drafting of the applicable contract.)

"State agency" means a board, commission, office, department or other agency in the executive, judicial or legislative branch of state government, including publicly funded institutions of higher education: Provided, that for purposes of *W. Va. Code* § 6D-1-2, the West Virginia Investment Management Board shall not be deemed a state agency nor subject to the requirements of that provision.

The contracting business entity must complete this form and submit it to the contracting state agency prior to contract award and to complete another form within 30 days of contract completion or termination.

This form was created by the State of West Virginia Ethics Commission, 210 Brooks Street, Suite 300, Charleston, WV 25301-1804. Telephone: (304)558-0664; fax: (304)558-2169; e-mail: ethics@wv.gov; website: www.ethics.wv.gov.

West Virginia Ethics Commission
Disclosure of Interested Parties to Contracts

(Required by W. Va. Code § 6D-1-2)

Name of Contracting Business Entity: P & W Excavating, Inc. Address: PO Box 712

McConnellsburg PA 17233

Name of Authorized Agent: Frank Plessinger Address: PO Box 712 McConnellsburg PA 17233

Contract Number: ARFQ 0803 DOT2000000031 Contract Description: Asphalt Material, Delivery and Laydown by the vendor

Governmental agency awarding contract: Finance and Administration Division of Highways

Check here if this is a Supplemental Disclosure

List the Names of Interested Parties to the contract which are known or reasonably anticipated by the contracting business entity for each category below (*attach additional pages if necessary*):

1. Subcontractors or other entities performing work or service under the Contract

Check here if none, otherwise list entity/individual names below.

Donegal Construction Corporation

2. Any person or entity who owns 25% or more of contracting entity (not applicable to publicly traded entities)

Check here if none, otherwise list entity/individual names below.

Frank Plessinger 100%

3. Any person or entity that facilitated, or negotiated the terms of, the applicable contract (excluding legal services related to the negotiation or drafting of the applicable contract)

Check here if none, otherwise list entity/individual names below.

Signature: *Frank Plessinger*

Date Signed: 01/29/2020

Notary Verification

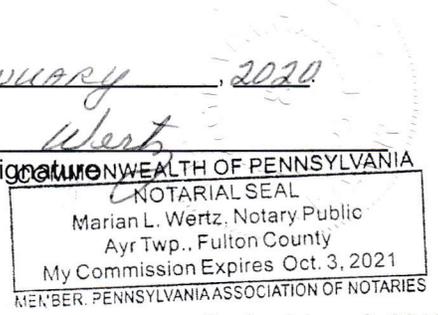
State of Pennsylvania, County of Fulton:

I, Frank Plessinger, the authorized agent of the contracting business entity listed above, being duly sworn, acknowledge that the Disclosure herein is being made under oath and under the penalty of perjury.

Taken, sworn to and subscribed before me this 29th day of JANUARY, 2020

Marian L. Wertz
Notary Public's Signature

To be completed by State Agency:
Date Received by State Agency: _____
Date submitted to Ethics Commission: _____
Governmental agency submitting Disclosure: _____



STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

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

ALL CONTRACTS: Under W. Va. Code §5A-3-10a, no contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

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

DEFINITIONS:

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

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

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

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

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: P & W Excavating, Inc.

Authorized Signature: *Frank Plessinger* Date: 01/29/2020

State of Pennsylvania

County of Fulton, to-wit:

Taken, subscribed, and sworn to before me this 29th day of JANUARY, 2020.

My Commission expires 10/03, 2021.

AFFIX SEAL HERE

COMMONWEALTH OF PENNSYLVANIA
NOTARY PUBLIC
 NOTARIAL SEAL
 Marian L. Wertz, Notary Public
 Ayr Twp., Fulton County
 My Commission Expires Oct. 3, 2021
 MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

Marian L. Wertz

Purchasing Affidavit (Revised 01/19/2018)

CONTRACTOR LICENSE

Authorized by the

West Virginia Contractor Licensing Board

Number: WV001044

Classification:

GENERAL ENGINEERING
EXCAVATION
ASPHALT

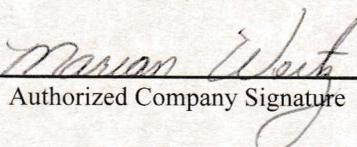
P & W EXCAVATING INC
DBA P & W EXCAVATING INC
PO BOX 712
MC CONNELLSBURG, PA 17233-0712

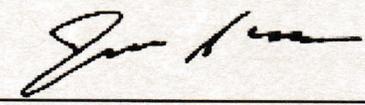
Date Issued

Expiration Date

OCTOBER 18, 2019

OCTOBER 18, 2020


Authorized Company Signature


Chair, West Virginia Contractor
Licensing Board

**WEST VIRGINIA
CONTRACTOR
LICENSING
BOARD**

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