



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

**State of West Virginia
 Solicitation Response**

Proc Folder: 938509
Solicitation Description: Addendum 1: Asphalt Materials, Delivery & Labor by Vendor
Proc Type: Agency Master Agreement

Solicitation Closes	Solicitation Response	Version
2021-11-30 14:30	SR 0803 ESR11302100000003370	1

VENDOR
 000000160318
 P&W EXCAVATING INC

Solicitation Number: ARFQ 0803 DOT2200000014
Total Bid: 0
Response Date: 2021-11-30
Response Time: 08:48:38
Comments:

FOR INFORMATION CONTACT THE BUYER

Dusty J Smith
 (304) 558-2063
 dusty.j.smith@wv.gov

Vendor Signature X **FEIN#** **DATE**

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	0.00000	TON	0.000000	0.00

Comm Code	Manufacturer	Specification	Model #
30121601			

Commodity Line Comments:

Extended Description:

Asphalt

Asphalt Materials Delivery & Labor by Vendor by County

ATTACHMENT A PRICING PAGE (ATT A)

Vendor name shall be entered here by the Vendor: P & W Excavating, Inc.

Vendor Instructions: 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 a separate set of Pricing Pages (ATT A and ATT B) as well as separate Plant Information Forms (ATT C & ATT D) for each county pricing set. Vendor must complete TWO Pricing Pages (ATT A and ATT B) as well as all Plant Information Forms for each pricing set submitted.

<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 checked="" 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	<input type="checkbox"/>	STATEWIDE

Supplier Name - Vendor's Sourced Plant	Contract Item #	Contract Item Description	Unit of Measure	List Price
P & W Excavating, Inc. Warfordsburg PA	A1	Asphalt Section 401 - Base I	TON	\$55.85
P & W Excavating, Inc. Warfordsburg PA	A2	Asphalt Section 401 - 25mm Superpave	TON	\$52.10
P & W Excavating, Inc. Warfordsburg PA	A3	Asphalt Section 401 - Base II	TON	\$53.55
P & W Excavating, Inc. Warfordsburg PA	A4	Asphalt Section 401 - Patch and Level	TON	\$53.55
P & W Excavating, Inc. Warfordsburg PA	A5	Asphalt Section 401 - Wearing IV	TON	\$53.55
P & W Excavating, Inc. Warfordsburg PA	A6	Asphalt Section 402 - Wearing IV	TON	\$63.25
P & W Excavating, Inc. Warfordsburg PA	A7	Asphalt Section 401 - 19mm Superpave	TON	\$56.45
P & W Excavating, Inc. Warfordsburg PA	A8	Asphalt Section 401 - Scratch Course	TON	\$62.00
	A9	Asphalt Section 402 - 9.5mm Superpave	TON	no bid
P & W Excavating, Inc. Warfordsburg PA	A10	Asphalt Section 401 - Wearing 1	TON	\$62.00
P & W Excavating, Inc. Warfordsburg PA	A11	Asphalt Section 402 - Wearing 1	TON	\$67.20
	A12	Asphalt Section 401 - 4.75mm Superpave	TON	no bid
	A13	Asphalt Section 402 - 4.75mm Superpave	TON	no bid
	A14	Asphalt Section 401 - Wearing III	TON	no bid
	A15	Asphalt Section 402 - Wearing III	TON	no bid
	A16	Asphalt Section 401 - 12.5mm Superpave	TON	no bid
	A17	Asphalt Section 402 - 12.5mm Superpave	TON	no bid
P & W Excavating, Inc. Warfordsburg PA	B	Shoulder Stone Placement for Asphalt Section 307 - Class 10	TON	\$22.50
	C	Shoulder Stone Mobilization - Complete on Attachment B (ATT B)	LUMP SUM	-----
P & W Excavating, Inc. Warfordsburg PA	D1	Haul by Vendor Shoulder Stone Placement - First Ton Mile	MILE	\$1.65
P & W Excavating, Inc. Warfordsburg PA	D2	Haul by Vendor Shoulder Stone Placement - Each Additional Mile	MILE	\$0.30
P & W Excavating, Inc. Warfordsburg PA	E1	Surcharge for PG Binder - 70 minus 22	TON	\$3.50
P & W Excavating, Inc. Warfordsburg PA	E2	Surcharge for PG Binder 76 minus 22 ordered in 400 Ton increments	TON	\$9.50
P & W Excavating, Inc. Warfordsburg PA	F1	Asphalt Haul by Vendor - First Ton Mile	MILE	\$1.65
P & W Excavating, Inc. Warfordsburg PA	F2	Asphalt Haul by Vendor - Each Additional Mile	MILE	\$0.30
P & W Excavating, Inc. Warfordsburg PA	G1	Laydown of Materials. Items A and V, Each Site 0 to 100 Tons	TON	\$25.00
P & W Excavating, Inc. Warfordsburg PA	G2	Laydown of Materials. Items A and V, Each Site 101 to 200 Tons	TON	\$15.00
P & W Excavating, Inc. Warfordsburg PA	G3	Laydown of Materials. Items A and V, Each Site 201 to 500 Tons	TON	\$8.00
P & W Excavating, Inc. Warfordsburg PA	G4	Laydown of Materials. Items A and V, Each Site 501 Tons or Greater	TON	\$6.00
	H1	Mobilization - Daytime Paving - Complete on Attachment B (ATT B)	LUMP SUM	-----
	H2	Mobilization - Nighttime Paving - Complete on Attachment B (ATT B)	LUMP SUM	-----
P & W Excavating, Inc. Warfordsburg PA	I1	Excavation for Shoulder Paving - 0 to 1000 Sq. Yards	SY	\$8.00
P & W Excavating, Inc. Warfordsburg PA	I2	Excavation for Shoulder Paving - 1001 to 2000 Sq. Yards	SY	\$4.15
P & W Excavating, Inc. Warfordsburg PA	I3	Excavation for Shoulder Paving - 2001 to 3000 Sq. Yards	SY	\$2.50
P & W Excavating, Inc. Warfordsburg PA	I4	Excavation for Shoulder Paving - 3001 Sq. Yards or Greater	SY	\$2.00
P & W Excavating, Inc. Warfordsburg PA	J1	Asphalt Base I Shoulder Paving Surcharge - 0 to 100 Tons	TON	\$5.00
P & W Excavating, Inc. Warfordsburg PA	J2	Asphalt Base I Shoulder Paving Surcharge - 101 to 200 Tons	TON	\$3.25
P & W Excavating, Inc. Warfordsburg PA	J3	Asphalt Base I Shoulder Paving Surcharge - 201 to 500 Tons	TON	\$2.50
P & W Excavating, Inc. Warfordsburg PA	J4	Asphalt Base I Shoulder Paving Surcharge - 501 Tons or Greater	TON	\$1.25
P & W Excavating, Inc. Warfordsburg PA	K1	Asphalt Base II Shoulder Paving Surcharge - 0 to 100 Tons	TON	\$5.00
P & W Excavating, Inc. Warfordsburg PA	K2	Asphalt Base II Shoulder Paving Surcharge - 101 to 200 Tons	TON	\$3.25
P & W Excavating, Inc. Warfordsburg PA	K3	Asphalt Base II Shoulder Paving Surcharge - 201 to 500 Tons	TON	\$2.50
P & W Excavating, Inc. Warfordsburg PA	K4	Asphalt Base II Shoulder Paving Surcharge - 501 Tons or Greater	TON	\$1.50
P & W Excavating, Inc. Warfordsburg PA	L	Asphalt Material for Tack Coat or Prime Material	GAL	\$3.25
P & W Excavating, Inc. Warfordsburg PA	M	Additional Heel-In Joints	LF	\$10.00
P & W Excavating, Inc. Warfordsburg PA	N	Skip Paving Surcharge	TON	\$4.00
P & W Excavating, Inc. Warfordsburg PA	O1	Pavement Profiling/Milling-WVDOH Owns Millings 0 to 250 Sq. Yards	SY	\$27.95
P & W Excavating, Inc. Warfordsburg PA	O2	Pavement Profiling/Milling-WVDOH Owns Millings 251 to 500 Sq. Yards	SY	\$17.70
P & W Excavating, Inc. Warfordsburg PA	O3	Pavement Profiling/Milling-WVDOH Owns Millings 501 to 1000 Sq. Yards	SY	\$10.15
P & W Excavating, Inc. Warfordsburg PA	O4	Pavement Profiling/Milling-WVDOH Owns Millings 1001 to 2500 Sq. Yards	SY	\$5.80
P & W Excavating, Inc. Warfordsburg PA	O5	Pavement Profiling/Milling-WVDOH Owns Millings 2501 to 5000 Sq. Yards	SY	\$2.75
P & W Excavating, Inc. Warfordsburg PA	O6	Pavement Profiling/Milling-WVDOH Owns Millings 5001 Sq. Yards or Greater	SY	\$1.55
P & W Excavating, Inc. Warfordsburg PA	P1	Pavement Profiling/Milling-Vendor Owns Millings 0 to 250 Sq. Yards	SY	\$27.95
P & W Excavating, Inc. Warfordsburg PA	P2	Pavement Profiling/Milling-Vendor Owns Millings 251 to 500 Sq. Yards	SY	\$17.70
P & W Excavating, Inc. Warfordsburg PA	P3	Pavement Profiling/Milling-Vendor Owns Millings 501 to 1000 Sq. Yards	SY	\$10.15
P & W Excavating, Inc. Warfordsburg PA	P4	Pavement Profiling/Milling-Vendor Owns Millings 1001 to 2500 Sq. Yards	SY	\$5.80
P & W Excavating, Inc. Warfordsburg PA	P5	Pavement Profiling/Milling-Vendor Owns Millings 2501 to 5000 Sq. Yards	SY	\$2.75
P & W Excavating, Inc. Warfordsburg PA	P6	Pavement Profiling/Milling-Vendor Owns Millings 5001 Sq. Yards or Greater	SY	\$1.55
	Q	Mobilization - Pavement Profiling/Milling - Complete on Attachment B (ATT B)	LUMP SUM	-----

Asphalt Materials Delivery & Labor by Vendor by County

ATTACHMENT A PRICING PAGE (ATT A)

Vendor name shall be entered here by the Vendor: P & W Excavating, Inc.

Vendor Instructions: 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 a separate set of Pricing Pages (ATT A and ATT B) as well as separate Plant Information Forms (ATT C & ATT D) for each county pricing set. Vendor must complete TWO Pricing Pages (ATT A and ATT B) as well as all Plant Information Forms for each pricing set submitted.

<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 checked="" 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	<input type="checkbox"/> STATEWIDE

Supplier Name - Vendor's Sourced Plant	Contract Item #	Contract Item Description	Unit of Measure	List Price
P & W Excavating, Inc. Warfordsburg PA	R1	Haul of Profiled/Milled Cuttings, First 10 Miles (Included with Contract Items O & P)	MILE	No Add'l Charge
P & W Excavating, Inc. Warfordsburg PA	R2	Haul of Profiled/Milled Cuttings, Each Additional Mile (Above 10 Miles)	LOADED MILE	\$4.25
P & W Excavating, Inc. Warfordsburg PA	S	Pavement Repair - Asphalt Base II	TON	\$195.00
	T	Asphalt HPTO - SP496 - PG 64E-22 ordered 400 Ton increments	TON	no bid
	U	Non-Tracking Tack - to be used with T	GAL	no bid
	V	Lay Down of Materials - to be used with T - 400 Ton or Greater	TON	no bid
	W	Ultra-Thin Asphalt Overlay - SP498	TON	no bid
P & W Excavating, Inc. Warfordsburg PA	X1	Fine Milling of Asphalt Pavement Surfaces - 0 to 250 Sq. Yards	SY	\$32.55
P & W Excavating, Inc. Warfordsburg PA	X2	Fine Milling of Asphalt Pavement Surfaces - 251 to 500 Sq. Yards	SY	\$21.15
P & W Excavating, Inc. Warfordsburg PA	X3	Fine Milling of Asphalt Pavement Surfaces - 501 to 1000 Sq. Yards	SY	\$11.90
P & W Excavating, Inc. Warfordsburg PA	X4	Fine Milling of Asphalt Pavement Surfaces 1001 to 2500 Sq. Yards	SY	\$6.75
P & W Excavating, Inc. Warfordsburg PA	X5	Fine Milling of Asphalt Pavement Surfaces 2501 to 5000 Sq. Yards	SY	\$3.35
P & W Excavating, Inc. Warfordsburg PA	X6	Fine Milling of Asphalt Pavement Surfaces - 5001 SY or Greater	SY	\$1.80
P & W Excavating, Inc. Warfordsburg PA	Y	Milled Rumble Strips	LF	\$4.20
	Z	Mobilization - Milled Rumble Strips - Complete on Attachment B (ATT B)	LUMP SUM	
P & W Excavating, Inc. Warfordsburg PA	AA	Surcharge for Parking Lot and Facility Paving - Items A	TON	\$4.50
P & W Excavating, Inc. Warfordsburg PA	AB	Cleaning and Sweeping	SY	\$0.10
P & W Excavating, Inc. Warfordsburg PA	AC1	Maintaining Traffic - Pilot Truck and Driver	DAY	\$525.00
P & W Excavating, Inc. Warfordsburg PA	AC2	Maintaining Traffic - Traffic Control Devices	UNIT	\$1.25
P & W Excavating, Inc. Warfordsburg PA	AC3	Maintaining Traffic - Flagger	HOUR	\$53.00
P & W Excavating, Inc. Warfordsburg PA	AC4	Maintaining Traffic - Arrow Board	DAY	\$25.00
P & W Excavating, Inc. Warfordsburg PA	AD1	Off-Season Plant Opening - First Day	DAY	\$9,000.00
P & W Excavating, Inc. Warfordsburg PA	AD2	Off-Season Plant Opening - Each Additional Day	DAY	\$3,000.00

Total Number of **Attachment A** pages submitted by Vendor is: 1

ADDENDUM ACKNOWLEDGEMENT FORM

SOLICITATION NO.: ARFQ 0803 DOT2200000014

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

11/26/21

Date

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/16/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Donald C Bowers Insurance. Inc. 1380 Dual Highway Hagerstown MD 21740		CONTACT NAME: Crystal Eby PHONE (A/C, No, Ext): (240) 329-3328 FAX (A/C, No): (866) 202-3756 E-MAIL ADDRESS: crystaleby@bowersinsurance.com	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Erie Insurance Exchange	NAIC # 26271
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	
INSURED P & W EXCAVATING INC PO BOX 712 MCCONNELLSBURG PA 17233-0712			

COVERAGES

CERTIFICATE NUMBER: CL2012218980

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.


INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		Q37-0155955	01/01/2021	01/01/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Employee Benefits \$ 1,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY			Q01-0141066	01/01/2021	01/01/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist BI- \$ 1,000,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB DED RETENTION \$			Q25-0173308	01/01/2021	01/01/2022	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	Q85-0108801	01/01/2021	01/01/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	BLANKET LEASED EQUIPMENT			Q37-0155955	01/01/2021	01/01/2022	DED: \$500 \$200,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: ARFO 0803 DOT2200000014

State of West Virginia is included as Additional Insured when required by written contract for the General Liability as respects to work performed by named insured per attached UL-RH endorsement. GU-128 Cancellation Notice to Additional Insured.

CERTIFICATE HOLDER**CANCELLATION**

Finance & Administration Division of Highways 1900 Kanawha Blvd E Bldg 5 Rm A-260 Charleston WV 25302	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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AGENCY CUSTOMER ID: 00004383

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page ____ of ____

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

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.

CANCELLATION NOTICE TO DESIGNATED ENTITY

If we cancel this policy before the expiration date, other than at the request of the Named Insured or for nonpayment of premium, we will mail advance notice to the persons or organizations who are designated on the Declarations as subject to this endorsement. We will mail such notice at least 30 days before the effective date of cancellation.

If we cancel due to nonpayment of premium, we will mail notice to the persons or organizations designated in the Declarations as subject to this endorsement within 45 days after the effective date of cancellation.

If the Named Insured requests cancellation before the policy expiration date, we will mail notice to the persons or organizations designated in the Declarations as subject to this endorsement within 30 days after the Named Insured's request to cancel.

Proof of mailing constitutes proof of notice.

In no event will coverage extend beyond the actual expiration, termination, or cancellation of the policy.

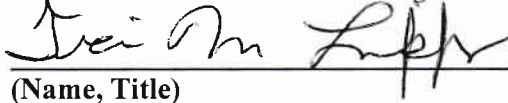
REQUEST FOR QUOTATION
Asphalt Materials, Delivery & Labor by Vendor by County

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. 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: pwdig@pwexcav.com

Vendor shall inform the Agency in writing of any changes to the information provided above within ten (10) calendar days of such changes. Failure to comply may be grounds for cancellation of this contract.

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.



(Name, Title)

Travis Lippy Project Manager

(Printed Name and Title)

PO Box 712 McConnellsburg PA 17233

(Address)

717-485-5141

717-485-5196

(Phone Number) / (Fax Number)

pwdig@pwexcav.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.

By signing below, I further certify that I understand this Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law.

P & W Excavating, Inc.

(Company)



(Authorized Signature) (Representative Name, Title)

Frank Plessinger President

(Printed Name and Title of Authorized Representative)

11/17/2021

(Date)

717-485-5141

717-485-5196

(Phone Number) (Fax Number)

Revised 04/21/2021

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 DOT2200000014 Contract Description: Asphalt materials, Delivery & Labor by Vendor

Governmental agency awarding contract: Finance and Administration

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 Milling

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% owner

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: 11/17/2021

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 17th day of November, 21.

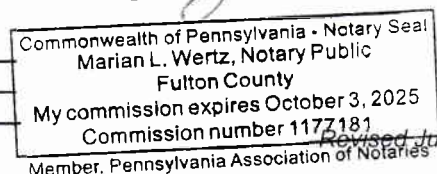
Marian L. Wertz
Notary Public's Signature

To be completed by State Agency:

Date Received by State Agency: _____

Date submitted to Ethics Commission: _____

Governmental agency submitting Disclosure: _____



Revised June 8, 2018

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 Passinger* Date: 11/17/2021

State of Pennsylvania

County of Fulton, to-wit:

Taken, subscribed, and sworn to before me this 17 day of November, 2021.

My Commission expires 10/3, 2025

AFFIX SEAL HERE

NOTARY PUBLIC *Marian L. Wertz*

Commonwealth of Pennsylvania - Notary Seal (Revised 01/19/2018)
Marian L. Wertz, Notary Public
Fulton County
My commission expires October 3, 2025
Commission number 1177181
Member, Pennsylvania Association of Notaries

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, 2021

OCTOBER 18, 2022

Marian West
Authorized Company Signature

John Lee
Chair, West Virginia Contractor
Licensing Board

**WEST VIRGINIA
CONTRACTOR
LICENSING
BOARD**

A copy of this license must be readily available for inspection by the Board on every job site where contracting 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 is non-transferrable. This license is being issued under the provisions of West Virginia Code, Chapter 30, Article 42.



**State of West Virginia
Agency Request for Quote
Highways**

Proc Folder: 938509			Reason for Modification:
Doc Description: Asphalt Materials, Delivery & Labor by Vendor by County			
Proc Type: Agency Master Agreement			
Date Issued	Solicitation Closes	Solicitation No	Version
2021-11-12	2021-11-30 14:30	ARFQ 0803 DOT2200000014	1

BID RECEIVING LOCATION

FINANCE & ADMINISTRATION
DIVISION OF HIGHWAYS
BLDG 5, RM A-260
1900 KANAWHA BLVD E
CHARLESTON WV 25302
US

VENDOR

Vendor Customer Code: 000000160318

Vendor Name : P & W Excavating, Inc.

Address : PO Box 712

Street :

City : McConnellsburg

State : Pennsylvania **Country :** USA **Zip :** 17233

Principal Contact : Travis Lippy

Vendor Contact Phone: 717-485-5141 **Extension:**

FOR INFORMATION CONTACT THE BUYER
Dusty J Smith
(304) 558-2063
dusty.j.smith@wv.gov

Vendor Signature X *Mark Plessinger* **FEIN#** 25-1221071 **DATE** 11/17/2021

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

Asphalt Materials Delivery & Labor by Vendor by County

ATTACHMENT B MOBILIZATION PRICING PAGE (ATT B)

Vendor name shall be entered here by the Vendor:

P & W Excavating, Inc.

Vendor Instructions: For bidding, Vendor shall enter below the Mobilization Item Pricing from Vendor's Sourced Plant Locations referenced on Attachment A Pricing Pages (ATT A). A complete set of pricing pages and plant information forms must be provided for each separate set of pricing (by county) submitted (ATT A, ATT B, ATT C, ATT D).

County	Unit of Measure	Item C, Mobilization Shoulder Stone	Item H1, Mobilization DAYTIME Paving	Item H2, Mobilization NIGHTTIME Paving	Item Q, Mobilization Pavement Profiling	Item Z, Mobilization Milled Rumble Strips
Barbour	LUMP SUM					
Berkeley	LUMP SUM	\$ 780.00	\$ 1,560.00	\$ 1,950.00	\$ 3,220.00	\$ 3,450.00
Boone	LUMP SUM					
Braxton	LUMP SUM					
Brooke	LUMP SUM					
Cabell	LUMP SUM					
Calhoun	LUMP SUM					
Clay	LUMP SUM					
Doddridge	LUMP SUM					
Fayette	LUMP SUM					
Gilmer	LUMP SUM					
Grant	LUMP SUM					
Greenbrier	LUMP SUM					
Hampshire	LUMP SUM	\$ 780.00	\$ 1,560.00	\$ 1,950.00	\$ 3,220.00	\$ 3,450.00
Hancock	LUMP SUM					
Hardy	LUMP SUM					
Harrison	LUMP SUM					
Jackson	LUMP SUM					
Jefferson	LUMP SUM					
Kanawha	LUMP SUM					
Lewis	LUMP SUM					
Lincoln	LUMP SUM					
Logan	LUMP SUM					
Marion	LUMP SUM					
Marshall	LUMP SUM					
Mason	LUMP SUM					
McDowell	LUMP SUM					
Mercer	LUMP SUM					
Mineral	LUMP SUM					
Mingo	LUMP SUM					
Monongalia	LUMP SUM					
Monroe	LUMP SUM					
Morgan	LUMP SUM	\$ 780.00	\$ 1,560.00	\$ 1,950.00	\$ 3,220.00	\$ 3,450.00
Nicholas	LUMP SUM					
Ohio	LUMP SUM					
Pendleton	LUMP SUM					
Pleasants	LUMP SUM					
Pocahontas	LUMP SUM					
Preston	LUMP SUM					
Putnam	LUMP SUM					
Raleigh	LUMP SUM					
Randolph	LUMP SUM					
Ritchie	LUMP SUM					
Roane	LUMP SUM					
Summers	LUMP SUM					
Taylor	LUMP SUM					
Tucker	LUMP SUM					
Tyler	LUMP SUM					
Upshur	LUMP SUM					
Wayne	LUMP SUM					
Webster	LUMP SUM					
Wetzel	LUMP SUM					
Wirt	LUMP SUM					
Wood	LUMP SUM					
Wyoming	LUMP SUM					

