



The following documentation is an electronically-submitted vendor response to an advertised solicitation from the *West Virginia Purchasing Bulletin* within the Vendor Self-Service portal at ***wvOASIS.gov***. As part of the State of West Virginia's procurement process, and to maintain the transparency of the bid-opening process, this documentation submitted online is publicly posted by the West Virginia Purchasing Division at ***WVPurchasing.gov*** with any other vendor responses to this solicitation submitted to the Purchasing Division in hard copy format.

Header 9

[List View](#)

General Information

[Contact](#)[Default Values](#)[Discount](#)[Document Information](#)[Clarification Request](#)

Procurement Folder: 1752418

Procurement Type: Central Master Agreement

Vendor ID: 000000160318

Legal Name: P&W EXCAVATING INC

Alias/DBA:

Total Bid: \$0.00

Response Date: 09/25/2025

Response Time: 12:28

Responded By User ID: Travis#73

First Name: Travis

Last Name: Lippy

Email: pwdig@pwexcav.com

Phone: 717-485-5141

SO Doc Code: CRFQ

SO Dept: 0803

SO Doc ID: DOT2600000013

Published Date: 9/16/25

Close Date: 9/30/25

Close Time: 13:30

Status: Closed

Solicitation Description: Asphalt Material Pick Up by Agency
6626C003

Total of Header Attachments: 9

Total of All Attachments: 9



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: 1752418
Solicitation Description: Asphalt Material Pick Up by Agency 6626C003
Proc Type: Central Master Agreement

Solicitation Closes	Solicitation Response	Version
2025-09-30 13:30	SR 0803 ESR09252500000002263	1

VENDOR
000000160318
P&W EXCAVATING INC

Solicitation Number: CRFQ 0803 DOT2600000013
Total Bid: 0
Response Date: 2025-09-25
Response Time: 12:28:53
Comments:

FOR INFORMATION CONTACT THE BUYER
John W Estep
304-558-2566
john.w.estep@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 Section 401 - Base I	0.00000	TON		

Comm Code	Manufacturer	Specification	Model #
30121600			

Commodity Line Comments:

Extended Description:

Asphalt Section 401 - Base I

VENDOR NOTE: Bid evaluation will be based on the accurate completion and submission of solicitation documentation. Any pricing or notations entered into wvOASIS commodity line comment areas will not be considered.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
2	Asphalt Section 401 - 25mm Superpave	0.00000	TON		

Comm Code	Manufacturer	Specification	Model #
30121600			

Commodity Line Comments:

Extended Description:

Asphalt Section 401 - 25mm Superpave

wvOASIS Commodity Note VENDOR NOTE: Bid evaluation will be based on the accurate completion and submission of solicitation documentation. Any pricing or notations entered into wvOASIS commodity line comment areas will not be considered.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
3	Asphalt Section 401 - Base II	0.00000	TON		

Comm Code	Manufacturer	Specification	Model #
30121600			

Commodity Line Comments:

Extended Description:

Asphalt Section 401 - Base II

VENDOR NOTE: Bid evaluation will be based on the accurate completion and submission of solicitation documentation. Any pricing or notations entered into wvOASIS commodity line comment areas will not be considered.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
4	Asphalt Section 401 - Patch and Level	0.00000	TON		

Comm Code	Manufacturer	Specification	Model #
30121600			

Commodity Line Comments:

Extended Description:

Asphalt Section 401 - Patch and Level

VENDOR NOTE: Bid evaluation will be based on the accurate completion and submission of solicitation documentation. Any pricing or notations entered into wvOASIS commodity line comment areas will not be considered.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
5	Asphalt Section 401 - Wearing IV	0.00000	TON		

Comm Code	Manufacturer	Specification	Model #
30121600			

Commodity Line Comments:

Extended Description:

Asphalt Section 401 - Wearing IV

VENDOR NOTE: Bid evaluation will be based on the accurate completion and submission of solicitation documentation. Any pricing or notations entered into wvOASIS commodity line comment areas will not be considered.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
6	Asphalt Section 402 - Wearing IV	0.00000	TON		

Comm Code	Manufacturer	Specification	Model #
30121600			

Commodity Line Comments:

Extended Description:

Asphalt Section 402 - Wearing IV

VENDOR NOTE: Bid evaluation will be based on the accurate completion and submission of solicitation documentation. Any pricing or notations entered into wvOASIS commodity line comment areas will not be considered.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
7	Asphalt Section 401 - 19mm Superpave	0.00000	TON		

Comm Code	Manufacturer	Specification	Model #
30121600			

Commodity Line Comments:

Extended Description:

Asphalt Section 401 - 19mm Superpave

VENDOR NOTE: Bid evaluation will be based on the accurate completion and submission of solicitation documentation. Any pricing or notations entered into wvOASIS commodity line comment areas will not be considered.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
8	Asphalt Section 401 - Scratch Course	0.00000	TON		

Comm Code	Manufacturer	Specification	Model #
30121600			

Commodity Line Comments:

Extended Description:

Asphalt Section 401 - Scratch Course

VENDOR NOTE: Bid evaluation will be based on the accurate completion and submission of solicitation documentation. Any pricing or notations entered into wvOASIS commodity line comment areas will not be considered.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
9	Asphalt Section 402 - 9.5mm Superpave	0.00000	TON		

Comm Code	Manufacturer	Specification	Model #
30121600			

Commodity Line Comments:**Extended Description:**

Asphalt Section 402 - 9.5mm Superpave

VENDOR NOTE: Bid evaluation will be based on the accurate completion and submission of solicitation documentation. Any pricing or notations entered into wvOASIS commodity line comment areas will not be considered.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
10	Asphalt Section 401 - Wearing 1	0.00000	TON		

Comm Code	Manufacturer	Specification	Model #
30121600			

Commodity Line Comments:**Extended Description:**

Asphalt Section 401 - Wearing 1

VENDOR NOTE: Bid evaluation will be based on the accurate completion and submission of solicitation documentation. Any pricing or notations entered into wvOASIS commodity line comment areas will not be considered.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
11	Asphalt Section 402 - Wearing 1	0.00000	TON		

Comm Code	Manufacturer	Specification	Model #
30121600			

Commodity Line Comments:**Extended Description:**

Asphalt Section 402 - Wearing 1

VENDOR NOTE: Bid evaluation will be based on the accurate completion and submission of solicitation documentation. Any pricing or notations entered into wvOASIS commodity line comment areas will not be considered.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
12	Asphalt Section 401 - 4.75mm Superpave	0.00000	TON		

Comm Code	Manufacturer	Specification	Model #
30121600			

Commodity Line Comments:**Extended Description:**

Asphalt Section 401 - 4.75mm Superpave

VENDOR NOTE: Bid evaluation will be based on the accurate completion and submission of solicitation documentation. Any pricing or notations entered into wvOASIS commodity line comment areas will not be considered.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
13	Asphalt Section 402 - 4.75mm Superpave	0.00000	TON		

Comm Code	Manufacturer	Specification	Model #
30121600			

Commodity Line Comments:**Extended Description:**

Asphalt Section 402 - 4.75mm Superpave

VENDOR NOTE: Bid evaluation will be based on the accurate completion and submission of solicitation documentation. Any pricing or notations entered into wvOASIS commodity line comment areas will not be considered.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
14	Asphalt Section 401 - Wearing III	0.00000	TON		

Comm Code	Manufacturer	Specification	Model #
30121600			

Commodity Line Comments:

Extended Description:

Asphalt Section 401 - Wearing III

VENDOR NOTE: Bid evaluation will be based on the accurate completion and submission of solicitation documentation. Any pricing or notations entered into wvOASIS commodity line comment areas will not be considered.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
15	Asphalt Section 402 - Wearing III	0.00000	TON		

Comm Code	Manufacturer	Specification	Model #
30121600			

Commodity Line Comments:

Extended Description:

Asphalt Section 402 - Wearing III

VENDOR NOTE: Bid evaluation will be based on the accurate completion and submission of solicitation documentation. Any pricing or notations entered into wvOASIS commodity line comment areas will not be considered.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
16	Asphalt Section 401 - 12.5mm Superpave	0.00000	TON		

Comm Code	Manufacturer	Specification	Model #
30121600			

Commodity Line Comments:

Extended Description:

Asphalt Section 401 - 12.5mm Superpave

VENDOR NOTE: Bid evaluation will be based on the accurate completion and submission of solicitation documentation. Any pricing or notations entered into wvOASIS commodity line comment areas will not be considered.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
17	Asphalt Section 402 - 12.5mm Superpave	0.00000	TON		

Comm Code	Manufacturer	Specification	Model #
30121600			

Commodity Line Comments:

Extended Description:

Asphalt Section 402 - 12.5mm Superpave

VENDOR NOTE: Bid evaluation will be based on the accurate completion and submission of solicitation documentation. Any pricing or notations entered into wvOASIS commodity line comment areas will not be considered.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
18	Asphalt Plant Run	0.00000	TON		

Comm Code	Manufacturer	Specification	Model #
30121600			

Commodity Line Comments:

Extended Description:

Asphalt Plant Run

VENDOR NOTE: Bid evaluation will be based on the accurate completion and submission of solicitation documentation. Any pricing or notations entered into wvOASIS commodity line comment areas will not be considered.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
19	Surcharge for PG Binder 58-28S	0.00000	TON		

Comm Code	Manufacturer	Specification	Model #
12161804			

Commodity Line Comments:

Extended Description:

Surcharge for PG Binder 58-28S

VENDOR NOTE: Bid evaluation will be based on the accurate completion and submission of solicitation documentation. Any pricing or notations entered into wvOASIS commodity line comment areas will not be considered.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
20	Surcharge for PG Binder 64H-22	0.00000	TON		

Comm Code	Manufacturer	Specification	Model #
12161804			

Commodity Line Comments:

Extended Description:

Surcharge for PG Binder 64H-22

VENDOR NOTE: Bid evaluation will be based on the accurate completion and submission of solicitation documentation. Any pricing or notations entered into wvOASIS commodity line comment areas will not be considered.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
21	Surcharge for PG Binder 64E-22 - 400 ton increments.	0.00000	TON		

Comm Code	Manufacturer	Specification	Model #
12161804			

Commodity Line Comments:

Extended Description:

Surcharge for PG Binder 64E-22 - 400 ton increments.

VENDOR NOTE: Bid evaluation will be based on the accurate completion and submission of solicitation documentation. Any pricing or notations entered into wvOASIS commodity line comment areas will not be considered.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
22	ESAL Surcharge - 3 million to 20 million ESALs	0.00000	TON		

Comm Code	Manufacturer	Specification	Model #
30121600			

Commodity Line Comments:

Extended Description:

ESAL Surcharge - 3 million to 20 million ESALs
VENDOR NOTE: Bid evaluation will be based on the accurate completion and submission of solicitation documentation. Any pricing or notations entered into wvOASIS commodity line comment areas will not be considered.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
23	ESAL Surcharge - Greater than 20 million ESALs	0.00000	TON		

Comm Code	Manufacturer	Specification	Model #
30121600			

Commodity Line Comments:

Extended Description:

ESAL Surcharge - Greater than 20 million ESALs
VENDOR NOTE: Bid evaluation will be based on the accurate completion and submission of solicitation documentation. Any pricing or notations entered into wvOASIS commodity line comment areas will not be considered.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
24	Off-Season Plant Opening - First Day	0.00000	DAY		

Comm Code	Manufacturer	Specification	Model #
30121600			

Commodity Line Comments:

Extended Description:

Off-Season Plant Opening - First Day
VENDOR NOTE: Bid evaluation will be based on the accurate completion and submission of solicitation documentation. Any pricing or notations entered into wvOASIS commodity line comment areas will not be considered.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
25	Off-Season Plant Opening - Each Additional Day	0.00000	DAY		

Comm Code	Manufacturer	Specification	Model #
30121600			

Commodity Line Comments:

Extended Description:

Off-Season Plant Opening - Each Additional Day
VENDOR NOTE: Bid evaluation will be based on the accurate completion and submission of solicitation documentation. Any pricing or notations entered into wvOASIS commodity line comment areas will not be considered.

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFQ PSC26*01

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:

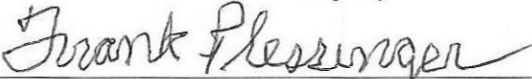
(Check the box next to each addendum received)

<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 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

9/17/2025

Date

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

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFQ DOT2600000013

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 the 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:

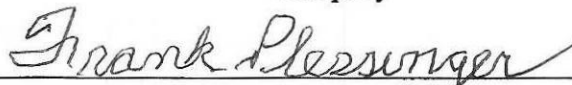
(Check the box next to each addendum received)

<input type="checkbox"/> Addendum No. 1	<input type="checkbox"/> Addendum No. 6
<input checked="" type="checkbox"/> Addendum No. 2	<input type="checkbox"/> Addendum No. 7
<input type="checkbox"/> Addendum No. 3	<input type="checkbox"/> Addendum No. 8
<input type="checkbox"/> Addendum No. 4	<input type="checkbox"/> Addendum No. 9
<input type="checkbox"/> Addendum No. 5	<input type="checkbox"/> Addendum No. 10

I understand that failure to confirm the receipt of the addenda may be cause for rejection of this bid. I further understand that 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

9/17/2025

Date

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

REQUEST FOR QUOTATION
Asphalt Material Pick Up by Agency

SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Division of Highways to establish a multiple award, open-end contract for WVDOH Agency pick-up of asphalt material from Vendor plant locations, for use in repair projects and preventative maintenance of roadways throughout the state of West Virginia.

2. **DEFINITIONS:** The terms listed below shall have the following meanings assigned to them throughout and for the purpose of this Solicitation. Additional definitions can be found in Section 2 of the General Terms and Conditions.
 - 2.1 **“ADO” or “Agency Delivery Order”** - a written order entered by WVDOH personnel in the wvOASIS financial system against a master agreement, authorizing quantities of commodities and/or services to be delivered in accordance with all terms, conditions, and prices stipulated in the original contract.

 - 2.2 **“Approved Source,” “Approved Plant,” “Approved Product,” or “Approved Vendor”** - terms referring to the Approved Product Lists (APL) of certified manufacturers and/or products that meet acceptable levels of quality as determined by WVDOH Materials Control, Soils and Testing Division (MCS&T). These lists are updated periodically, and it is the Vendors responsibility to refer to the MCS&T website to ensure compliance. Reference:
https://transportation.wv.gov/highways/mcst/Pages/APL_By_Number.aspx.

 - 2.3 **“Asphalt,” “Hot Mix Asphalt” and “HMA”** - terms used interchangeably for asphalt.

 - 2.4 **“Contract Item”** - Items available for Vendor to provide pricing as identified in Section 3 of this Solicitation and referenced throughout.

 - 2.5 **“Contractor” or “Vendor”** - interchangeably used throughout this Solicitation and in any cited Sections of the West Virginia Department of Transportation, Division of Highways Standard Specifications, Roads and Bridges, adopted latest Standard Specs edition, as amended, including any Supplementals and refers to any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract, as context requires.

 - 2.6 **“ESAL”** – means Equivalent Single Axle Load and establishes a damage relationship for comparing the effects of axles carrying different loads.

 - 2.7 **“FOB” or “Free on Board”** - indicates that the price for goods includes delivery at the Vendor’s expense to a specified point, and that the Vendor retains liability for loss or damage until the goods are delivered.

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- 2.8 **"MCS&T"** - The WVDOH Materials Control, Soils and Testing Division, who perform all procedures necessary with sampling, testing, reporting and inspection of products and materials to maintain a reliable quality assurance system. Reference: <https://transportation.wv.gov/highways/mcst/Pages/default.aspx>.
- 2.9 **"MP"** - refers to a Materials Procedure per the Materials Control, Soils, and Testing Division of the West Virginia Division of Highways, as amended. Reference: <https://transportation.wv.gov/highways/mcst/Pages/WVDOH-Materials-Procedures.aspx>
- 2.10 **"PG"** – means Performance Graded.
- 2.11 **"Plant Run"** is an asphalt mixture available for purchase through the Vendor, which was not initially produced for WVDOH use, but is available for WVDOH purchase as a substitute. At the determination and request of the WVDOH District Engineer, or their designee, Plant Run material may be substituted at a flat rate for **Contract Items 1 through 17**.
- 2.12 **"Pricing Pages"** - the schedule of prices attached hereto as **Attachment A Pricing Pages (ATT A)** which are used to evaluate the Solicitation responses. The sourced asphalt plant name and location shall be identified on each Pricing Page submission. Bids with multiple asphalt plants will require multiple Pricing Page submissions, one for each plant listed.
- 2.13 **"Solicitation"** - the official notice of an opportunity to supply the State with goods or services.
- 2.14 **"Standard Specs"** - means the West Virginia Department of Transportation, Division of Highways Standard Specifications, Roads and Bridges, most recent edition, as modified or amended by all subsequent Supplemental Specifications.
- 2.15 **"WVDOH"** or **"Agency"** - interchangeable terms referring to the West Virginia Division of Highways.

3. GENERAL REQUIREMENTS:

- 3.1 **Standard Specifications Roads and Bridges:** The following Standard Specs Sections shall apply, as applicable, to the administration of this contract: 101, 102, 103, 104, 105, 106, 107, 108, 109, and 110, as amended.

Materials, equipment, and performance of this contract shall conform to, but are not limited to, the requirements of Section 401, as amended.

Free electronic copies of the Standard Specs and Supplementals are available at:

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<https://transportation.wv.gov/highways/TechnicalSupport/specifications/Pages/default.aspx>.

- 3.2 Contract Items and Mandatory Requirements:** Vendor shall provide Agency with the Contract Items listed below on an open-end and continuing basis. Contract Items must meet or exceed the mandatory requirements as shown below.

3.2.1 Asphalt Material - Contract Items 1 through 17 are considered asphalt material. Material from this contract SHALL ONLY be purchased when the pick-up of those materials is by WVDOH forces or other agency as described in Section 5.3. All materials used on this contract shall be from MCS&T approved sources/plants, as amended.
<https://transportation.wv.gov/highways/mcst/Pages/default.aspx>.

3.2.2 Plant Run Asphalt - Contract Item 18 may be substituted for **Contract Items 1 through 17** only when the use of Plant Run has been requested by the WVDOH District Engineer, or their designee, having determined that the Plant Run material is suitable for use; and only when all other equivalent items of material are not available. All Plant Run material shall meet the Standard Specs, or in instances where the Plant Run material was produced for a neighboring state, must meet the specifications of the adjacent state highway department, unless otherwise deemed acceptable by the WVDOH District Engineer, or their designee.

3.2.3 Performance Graded Binder - Contract Items 19 through 21 are surcharges to compensate the Vendor for supplying Asphalt when PG Binder is substituted for the standard binder.

3.2.4 ESAL Surcharge - Contract Items 22 and 23 are surcharges to compensate Vendor for supplying other necessary aggregates or mix types when the asphalt design mix requires an ESAL rating of 3 million or greater. Mixes requiring less than 3 million ESAL's do not qualify for this surcharge.

3.2.5 Seasonal Readiness: It is WVDOH's intention that WVDOH forces shall commence spring pothole patching as early as the weather permits and once started, early pothole patching work shall be continuous, as weather permits. Awarded Vendors should have their asphalt plant(s) operational and available for asphalt production, upon WVDOH request and weather permitting, no later than March 16th. As per Section 7.1, if the low bid Vendor is not operational and available for asphalt production, WVDOH will consider this as a Delivery Order refusal, and the WVDOH will obtain the goods or services from the next low bid Vendor who is available.

3.2.6 Off-Season Plant Opening - Contract Items 24 and 25 are necessary if a Vendor is required to open their plant in the off-season to service the needs

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of the WVDOH, in which case an additional payment will be made. The Vendor will be paid an additional day charge for each additional consecutive day that the plant is open after the first day to service the needs of the WVDOH. If the plant produces no material for any use on any calendar day, either during the week or on the weekend, the WVDOH will pay the first day rate for off-season plant opening on the next day of the WVDOH usage. Payment for this item is subject to the following conditions:

3.2.6.1 Payment for this item can only be authorized and made during the winter months, i.e., between December 15th and March 15th, and then only if the plant would not have otherwise been open. These dates may be revised by the WVDOH District Engineer or their designee, if necessary, to meet specific needs in the field. Any such revision of dates will be in writing and shall be attached to the Vendor's invoice at the time payment is requested.

3.2.6.2 Payment will always be made at the full contract awarded bid price for the first day of plant opening; however, the amount paid from each additional day of plant opening will be reduced as follows:

3.2.6.2.1 Payment for additional day charge will not be made if the plant has produced over 500 tons on that day. If between 300 and 500 tons have been produced, payment for additional day charge will be made equal to one-half of the contract awarded bid price for the additional day charge. The quantity produced to make this determination shall include all material produced that day, which includes tonnage bought by the WVDOH, other local governments and all private work.

3.2.6.2.2 The WVDOH will only pay its share of the amount determined to be due for additional day charge as described above. For example, if the plant produces 375 tons and the WVDOH takes 150 tons of the total, 40% of the plant's daily production, payment for additional day charge would be calculated as follows: Since the total daily production is between 300 and 500 tons, the Vendor is due 50% of the additional day charge. Because the WVDOH's share of this daily production is 40%, the WVDOH would pay 40% of one-half of the additional day charge, or in this case, 20% of the additional day charges.

3.2.6.3 A certified statement shall accompany the invoice stating the total quantity produced on the additional day. If payment does not qualify due to tonnage produced, the next consecutive day of plant

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operation, if any, will qualify for payment at the additional day rate rather than the first day rate for plant opening.

- 3.3 Price Adjustment of Asphalt Cement:** Due to the uncertainty in estimating the cost of petroleum products that will be used during the life of this contract, adjustment in compensation for **Contract Items 1 through 18** is provided for in the Standard Specs Section 109, as amended. Refer to the table in Figure 3.3.

Figure 3.3

Contract Item	Description	AC (Average Asphalt Content)
1	Section 401 – Base I	3.9
2	Section 401 – 25mm Superpave	4.4
3	Section 401 – Base II	5.0
4	Section 401 – Patch and Level	5.0
5	Section 401 – Wearing IV	5.2
6	Section 402 – Wearing IV	5.1
7	Section 401 – 19mm Superpave	4.7
8	Section 401 – Scratch Course	6.2
9	Section 402 – 9.5mm Superpave	6.1
10	Section 401 – Wearing I	6.1
11	Section 402 – Wearing I	6.0
12	Section 401 – 4.75mm Superpave	7.6
13	Section 402 – 4.75mm Superpave	7.2
14	Section 401 – Wearing III	7.3
15	Section 402 – Wearing III	7.5
16	Section 401 – 12.5mm Superpave	5.6
17	Section 402 – 12.5mm Superpave	5.6
18	Plant Run	5.7

- 3.4 Price Adjustment of Fuel Oil No. 2 (Diesel Fuel):** Due to the uncertainty in estimating the cost of diesel fuel that will be used during the life of this contract, adjustment in compensation for applicable items shall be per Standard Specs 109.9, as amended, with the exception that Factor “C” in the Price Adjustment for Fuel formula is to be broken down by component, as shown in Figure 3.4.

The Price Adjustment for Fuel formula to be utilized for this contract is:

$$Pa = [(Mbp \div Cbp) - 1.00] \times Cbp \times C \times Q$$

Where: Pa = Price Adjustment

Mbp = Monthly base price at time of placement

Cbp = Contract Base Price at time of bidding

C = Cost Adjustment Factors per Unit, as per Figure 3.4

Q = ‘As Constructed’ Quantity

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Figure 3.4

Description	Factor	Unit	Applicable Item
Asphalt Material	0.43	Tons	Contract Items 1-18

Note: The bidding index for Asphalt Binder will be listed on the Contract Administration website for Fuel, Asphalt and Cement Prices Adjustments listed for September 2025. Contract Base Price at time of bid will be based on September 2025. Reference:

<https://transportation.wv.gov/highways/contractadmin/Lettings/Pages/FuelandAsphaltPrices.aspx#FuelPrices>

4. **ACCEPTANCE PLAN:** Quality control at the plant shall be the responsibility of the Vendor and shall meet the requirements of MP 401.03.50. Compaction quality control shall be in accordance with Section 401 of the Standard Specifications. Acceptance testing shall be the responsibility of the WVDOH. Quality assurance of the material shall be as set forth in MP 401.02.27 for Marshall Mix designs or MP 401.02.29 for Superpave mix designs. Reference: <https://transportation.wv.gov/highways/mcst/Pages/MP-400s.aspx>.

5. CONTRACT AWARD:

- 5.1 **Contract Award:** The Contract is intended to provide Agencies with a purchase price on all Contract Items. All qualified responsible Vendors shall be awarded a contract for those Contract Items bid which meet all mandatory requirements of these contract specifications. The low bid vendor will be determined at the time of need.

- 5.1.1 **Determining Low Bid Per Project:** To determine the low bid Vendor for individual projects, the WVDOH District Engineer or their designee will calculate the lowest overall total cost of the Contract Items required for individual projects. A written Delivery Order will be issued to the Vendor with the lowest overall total cost. The WVDOH District Engineer or their designee shall factor in the proximity of the plant to the project site and related haul/fuel expenses when determining low bid vendor.

WVDOH reserves the right to request any one or combination of items for which bids are awarded at the lowest overall total as set forth in this section.

- 5.2 **Pricing Pages, Attachment A ("ATT A"):** Vendor shall complete the Pricing Pages spreadsheet by first reading the Vendor Instructions section at the top of the Pricing Pages, Attachment A (ATT A), then completing Parts I, II and III of the spreadsheet. All bids or pricing submitted shall be held and honored by the Vendor for 90 days after the bid opening date.

REQUEST FOR QUOTATION
Asphalt Material Pick Up by Agency

5.2.1 Vendor Instructions:

- **Part I: Vendor Asphalt Plant Information (Required):** Vendor shall provide their name, Asphalt Plant Name, and Asphalt Plant Information (911 address). Failure to list the Asphalt Plant Name and Location will result in disqualification of all bids on associated Pricing Pages spreadsheet.
- **Part II: WVDOH Districts Served by Asphalt Plant (Required):** Vendor shall mark all WVDOH Districts which the stated Vendor and Asphalt Plant may serve.
- **Part III: Price Per Unit of Measure for Contract Items Bid (Required):** Vendor shall list their bid price, per unit of measure, for each Contract Items they intend to bid. Vendors may bid any or all Contract Items on the Pricing Pages spreadsheet. Bidding on any one Contract Item may not be conditioned on the acceptance of the bid on any other Contract Item(s).

5.2.2 The Pricing Pages contain a list of the Contract Items with no guarantee that any Contract Item will be purchased throughout the life of this contract. Estimated quantities are not available.

5.2.3 Vendors should type or electronically enter the information into the Pricing Pages spreadsheet to prevent errors in the evaluation. Vendors should not place formulas or any type of Excel calculations into the List Price column, only the actual bid price per Contract Item. In most cases, the Pricing Pages are available in wvOASIS within the solicitation attachments, however, Vendors may request an electronic copy of the Pricing Pages spreadsheet for bid purposes by sending an email request to the following address: John.W.Estep@wv.gov

5.2.4 Changing a column or row description, Contract Item description, unit of measure on the **Pricing Pages, Attachment A (ATT A)**, shall result in the disqualification of the Contract Item bid on the altered line.

Submitting Pricing Pages other than those provided with this solicitation, as described in Section 5.2 shall result in the disqualification of Vendor's bid in its entirety.

Vendor entries of bid prices or other notations made in wvOASIS commodity line descriptions will not be considered for bid evaluation or award.

REQUEST FOR QUOTATION
Asphalt Material Pick Up by Agency

- 5.3 Cooperative Contracting:** The purchase prices on all Contract Items on this contract shall be adoptable for other public agencies upon their request. Agencies under the authority of the West Virginia Purchasing Division must receive prior approval by the Purchasing Director.
- 5.4 Contract Award Transition:** Upon the award of this contract, WVDOH will announce the effective start date. Any order issued under the previous contract will remain in effect and shall not be cancelled without mutual written agreement between the issuing agency and the vendor.

6. ORDERING AND PAYMENT:

- 6.1 Ordering:** Vendor shall accept orders through regular mail, facsimile, email, or any other written forms of communication. Vendor shall maintain and keep current its phone numbers, fax number, email address, locations, and ordering/billing/payment address with WVDOH and in wvOASIS. Vendor may, but is not required to, accept online orders through a secure internet ordering portal/website. If Vendor can accept online orders, it shall include in its response a brief description of how Agencies may utilize the online ordering system. Vendor shall ensure that its online ordering system is properly secured prior to processing Agency orders online.
- 6.2 Agency Delivery Order ("ADO"):** District personnel must issue an ADO from wvOASIS for specific quantities of material based on each project's requirements and detailing the need and location information of work to be completed per Contract Items, as well as the start and end dates, which will become the agreed upon official start and end dates. The ADO must be created in wvOASIS and approved to "Final", prior to placing the order with the Vendor. The District is responsible for creating the ADO in wvOASIS and is required to submit the approved order, in writing, directly to the Vendor via mail, email or fax. **Verbal communication with the Vendor is not considered an official order.** In the event the Vendor denies an order or if there are changes to an ADO, the District must process a change order to the approved ADO issued from wvOASIS.
- 6.3 Invoicing:** Invoices submitted to WVDOH For payment should contain the following information:
- Vendor's name and payment remit-to address, as they appear in Vendor's wvOASIS account.
 - The corresponding order's ADO number.
 - The ordering Agency's delivery site.
 - The Contract Item description, unit price, quantity, and extended total.
 - The date(s) Contract Items were delivered.
- 6.4 Payment:** Upon completion of the work indicated on the ADO, Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia. The State of West Virginia currently utilizes a Purchasing Card program,

REQUEST FOR QUOTATION
Asphalt Material Pick Up by Agency

administered under contract by a banking institution, as well as Electronic Funds Transfer as methods to process payment for goods and services. The Vendor shall accept the State of West Virginia's Purchasing Card and Electronic Funds Transfer for payment of orders under this Contract. Electronic Funds Transfer for payment is available through the WV State Auditor's Office. The Vendor may visit the WV State Auditor's website (<https://www.wvsao.gov>) for all necessary forms and instructions. Payment method may be dictated at WVDOH's discretion.

7. PROJECT ACCEPTANCE, DELIVERY AND RETURN:

7.1 Project Acceptance and Written Verification of Receipt: Upon receipt of a WVDOH Delivery Order, the Vendor shall notify the WVDOH within two (2) hours of receipt of their inability to provide the product, otherwise the WVDOH will consider the Delivery Order as accepted and will commence with pick up as stated on the Delivery Order. In the event of refusal, the WVDOH at its own discretion shall cancel the Delivery Order and may seek to obtain the goods or services from another low bid Vendor or proceed with an Emergency Purchase from the open market. Upon Vendor's acceptance, WVDOH should submit an ADO in wvOASIS.

7.2 Contract Item Availability: Vendor shall have ordered product available for pick up by Agency within no more than one (1) working day after the order is received. Vendors shall have material available for pick up in accordance with the dates assigned to each project per the Delivery Order and shall not hold orders until a minimum quantity is met

7.3 Late Delivery: The Agency placing the order under this Contract must be notified in writing if orders will be delayed for any reason. Any delay in product availability that could cause harm to an Agency will be grounds for cancellation of the delayed order, and/or obtaining the items ordered from a third party.

Any Agency seeking to obtain items from a third party under this provision must first obtain approval of the Purchasing Division

7.4 Return of Unacceptable Items: The decision of the WVDOH District Engineer or their designee regarding materials, workmanship, quality etc., shall be final per the Standard Specs Section 105.1, as amended. If the Agency deems the Contract Items to be unacceptable, the Contract Items shall be returned to Vendor at Vendor's expense and with no restocking charge. Vendor shall either arrange for the return within five (5) days of being notified that items are unacceptable or permit the Agency to arrange for the return and reimburse Agency for delivery expenses. All returns of unacceptable items shall be F.O.B. the Agency's location. The returned product shall either be replaced, or the Agency shall receive a full credit or refund of the purchase price, at the Agency's discretion.

REQUEST FOR QUOTATION
Asphalt Material Pick Up by Agency

- 7.5 Return Due to Agency Error:** Items ordered in error by the Agency will be returned for credit within 30 days of receipt, F.O.B. Vendor's location. Vendor shall not charge a restocking fee if returned products are in a resalable condition. Items shall be deemed to be in a resalable condition if they are unused and in the original packaging. Any restocking fee for items not in a resalable condition shall be the lower of the Vendor's customary restocking fee or 5% of the total invoiced value of the returned items.

8. VENDOR DEFAULT:

- 8.1** The following shall be considered a vendor default under this Contract.
- 8.1.1** Failure to provide Contract Items in accordance with the requirements contained herein.
 - 8.1.2** Failure to comply with other specifications and requirements contained herein.
 - 8.1.3** Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.
 - 8.1.4** Failure to remedy deficient performance upon request.
- 8.2** The following remedies shall be available to Agency upon default.
- 8.2.1** Immediate cancellation of the Contract.
 - 8.2.2** Immediate cancellation of one or more release orders issued under this Contract.
 - 8.2.3** Any other remedies available in law or equity.

9. MISCELLANEOUS:

- 9.1 No Substitutions:** Vendor shall supply only Contract Items submitted in response to the Solicitation unless a contract modification is approved in accordance with the provisions contained in this Contract.
- 9.2 Vendor Supply:** Vendor must carry sufficient inventory of the Contract Items being offered to fulfill its obligations under this Contract. By signing its bid, Vendor certifies that it can supply the Contract Items contained in its bid response.

REQUEST FOR QUOTATION
Asphalt Material Pick Up by Agency

- 9.3 Vendor Name Change:** It is the Vendor's responsibility to notify the WVDOH of name changes or acquisition by another company during the term of the contract. The WVDOH must be notified in writing of the change/acquisition and intention for the contract's ownership within 10 days of the change. **Failure to do so may result in payment delays.**
- 9.4 Reports:** Vendor shall provide the Agency with quarterly reports, annual summaries, and/or monthly reports as requested by the Agency and/or the West Virginia Purchasing Division showing quantities, total dollar value of the Contract Items purchased, ordered, shipped & invoiced with dates in spreadsheet format as defined by the Agency. Failure to supply such reports may be grounds for cancellation of this Contract.
- 9.5 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 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.

(Printed Name and Title) Travis Lippy Project Manager

(Address) PO Box 712 McConnellsburg PA 17233

(Phone Number) / (Fax Number) 717-485-5141 717-485-5196

(email address) pwdig@pwexcav.com

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that: I have reviewed this Solicitation/Contract 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/Contract 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 this bid or offer was made without prior understanding, agreement, or connection with any entity submitting a bid or offer for the same material, supplies, equipment or services; that this bid or offer is in all respects fair and without collusion or fraud; that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; 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; and that pursuant to W. Va. Code 5A-3-63, the entity entering into this contract is prohibited from engaging in a boycott against Israel.

P & W Excavating, Inc.

(Company) _____

(Signature of Authorized Representative) Frank Plessinger

Frank Plessinger President 9/10/2025

(Printed Name and Title of Authorized Representative) (Date)

717-485-5141/ 717-485-5196

(Phone Number) (Fax Number)

pwdig@pwexcav.com

(Email Address)

Asphalt Material Pick Up by Agency 6626C003
ATT A Pricing Pages

VENDOR INSTRUCTIONS:

Vendor shall complete Parts I, II and III below in their entirety. Failure to provide the Asphalt Plant Name and Asphalt Plant Location will result in the **disqualification** of corresponding bid. Vendor must complete a separate Pricing Page (ATT A) for EVERY sourced Asphalt Plant providing Contract Items for Pick Up by WVDOH forces.

PART I: VENDOR & ASPHALT PLANT INFORMATION (Required)

Vendor Name:	P & W Excavating, Inc.
Asphalt Plant Name:	P & W Excavating, Inc. Batch Plant Warfordsburg PA
Asphalt Plant Location:	882 Pigeon Cove Road Warfordsburg PA 17267
(911 Address)	882 Pigeon Cove Road Warfordsburg PA 17267
Latitude Coordinate:	39° 45' 31.4" N
Longitude Coordinate:	78° 10' 37.8" W

PART II: WVDOH DISTRICTS SERVED BY ABOVE ASPHALT PLANT (Required).

Mark all Districts which include one or more counties served by the Asphalt Plant listed above in Part I.

<input type="checkbox"/>	District 1: Boone, Clay, Kanawha, Mason and Putnam counties
<input type="checkbox"/>	District 2: Cabell, Lincoln, Logan, Mingo and Wayne counties
<input type="checkbox"/>	District 3: Calhoun, Jackson, Pleasants, Ritchie, Roane, Wirt and Wood counties
<input type="checkbox"/>	District 4: Doddridge, Harrison, Marion, Monongalia, Preston and Taylor counties
<input checked="" type="checkbox"/>	District 5: Berkeley, Grant, Hampshire, Hardy, Jefferson, Mineral and Morgan counties
<input type="checkbox"/>	District 6: Brooke, Hancock, Marshall, Ohio, Tyler and Wetzel counties
<input type="checkbox"/>	District 7: Barbour, Braxton, Gilmer, Lewis, Upshur and Webster counties
<input type="checkbox"/>	District 8: Pendleton, Pocahontas, Randolph and Tucker counties
<input type="checkbox"/>	District 9: Fayette, Greenbrier, Monroe, Nicholas and Summers counties
<input type="checkbox"/>	District 10: McDowell, Mercer, Raleigh and Wyoming counties

PART III: PRICE PER UNIT OF MEASURE FOR CONTRACT ITEMS BID.

Contract Item #	Contract Item Description	Unit of Measure	List Price
1	Asphalt Section 401 - Base I	TON	69.50
2	Asphalt Section 401 - 25mm Superpave	TON	65.60
3	Asphalt Section 401 - Base II	TON	68.85
4	Asphalt Section 401 - Patch and Level	TON	68.85
5	Asphalt Section 401 - Wearing IV	TON	68.85
6	Asphalt Section 402 - Wearing IV	TON	78.00
7	Asphalt Section 401 - 19mm Superpave	TON	68.70
8	Asphalt Section 401 - Scratch Course	TON	75.25
9	Asphalt Section 402 - 9.5mm Superpave	TON	no bid
10	Asphalt Section 401 - Wearing I	TON	75.25
11	Asphalt Section 402 - Wearing I	TON	83.45
12	Asphalt Section 401 - 4.75mm Superpave	TON	no bid
13	Asphalt Section 402 - 4.75mm Superpave	TON	no bid
14	Asphalt Section 401 - Wearing III	TON	no bid
15	Asphalt Section 402 - Wearing III	TON	no bid
16	Asphalt Section 401 - 12.5mm Superpave	TON	no bid
17	Asphalt Section 402 - 12.5mm Superpave	TON	80.50
18	Asphalt Plant Run	TON	75.25
19	Surcharge for PG Binder 58-28S	TON	no bid
20	Surcharge for PG Binder 64H-22	TON	7.00
21	Surcharge for PG Binder 64E-22 - ordered in 400 ton increments	TON	15.00
22	ESAL Surcharge - 3 million to 20 million ESALs	TON	no bid
23	ESAL Surcharge - Greater than 20 million ESALs	TON	no bid
24	Off-Season Plant Opening - First Day	DAY	6500.00
25	Off-Season Plant Opening - Each Additional Day	DAY	3500.00



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

State of West Virginia
Centralized Request for Quote
Highways

Proc Folder: 1752418			Reason for Modification: ADDENDUM NO_2 Vendor Questions and Responses
Doc Description: Asphalt Material Pick Up by Agency 6626C003			
Proc Type: Central Master Agreement			
Date Issued	Solicitation Closes	Solicitation No	Version
2025-09-16	2025-09-30 13:30	CRFQ 0803 DOT2600000013	3

BID RECEIVING LOCATION

BID CLERK
DEPARTMENT OF ADMINISTRATION
PURCHASING DIVISION
2019 WASHINGTON ST E
CHARLESTON WV 25305
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

John W Estep
304-558-2566
john.w.estep@wv.gov

Vendor Signature X *Frank Plessinger* **FEIN#** 25-1221071

DATE 9/17/2025

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/09/2025

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 E-MAIL ADDRESS: crystal@bowersinsurance.com FAX (A/C, No): (866) 202-3756																					
INSURED P & W EXCAVATING INC PO BOX 712 MC CONNELLSBURG PA 17233-0712	<table><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A:</td><td>Erie Insurance Company</td><td>26263</td></tr><tr><td>INSURER B:</td><td>Erie Insurance Exchange</td><td>26271</td></tr><tr><td>INSURER C:</td><td></td><td></td></tr><tr><td>INSURER D:</td><td></td><td></td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Erie Insurance Company	26263	INSURER B:	Erie Insurance Exchange	26271	INSURER C:			INSURER D:			INSURER E:			INSURER F:		
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INSURER B:	Erie Insurance Exchange	26271																				
INSURER C:																						
INSURER D:																						
INSURER E:																						
INSURER F:																						

COVERAGES**CERTIFICATE NUMBER:** CL251845900**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		Q61-0349802	01/01/2025	01/01/2026	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
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			Q01-0141066	01/01/2025	01/01/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			Q25-0173308	01/01/2025	01/01/2026	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000
B	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	01/01/2025	01/01/2026	<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 MOTOR TRUCK CARGO			Q61-0349802	01/01/2025	01/01/2026	DED: \$500 \$200,000 DED: \$2,500 \$250,000

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

RE: CRFQ 0803 DOT2600000013

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 CG2038 endorsement. EPP1807 Cancellation Notice to Additional Insured.

CERTIFICATE HOLDER**CANCELLATION**State of West Virginia - Dept of Administration
Purchasing Division
2019 Washington St E
Charleston WV 25305

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 FOR OTHER PARTIES WHEN REQUIRED IN WRITTEN CONSTRUCTION AGREEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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 (IL – 60 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.



CONTRACTOR LICENSE

AUTHORIZED BY THE
West Virginia Contractor
Licensing Board

NUMBER: WV001044

CLASSIFICATION:

EXCAVATION
GENERAL ENGINEERING
SPECIALTY
ASPHALT

P & W EXCAVATING INC
PO BOX 712
MCCONNELLSBURG, PA 17233-0712

DATE ISSUED

OCTOBER 18, 2024

EXPIRATION DATE

OCTOBER 18, 2025

Authorized Signature

Chair, West Virginia Contractor
Licensing Board



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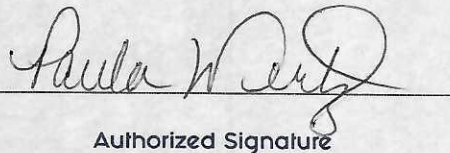
P & W EXCAVATING INC
PO BOX 712
MCCONNELLSBURG, PA 17233-0712

DATE ISSUED

OCTOBER 18, 2025

EXPIRATION DATE

OCTOBER 18, 2026



Authorized Signature



Chair, West Virginia Contractor
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