



State of West Virginia  
**Agency Master Agreement**

Order Date: 2026-09-04

CORRECT ORDER NUMBER MUST  
APPEAR ON ALL PACKAGES,  
INVOICES, AND SHIPPING PAPERS.  
QUESTIONS CONCERNING THIS  
ORDER SHOULD BE DIRECTED TO  
THE DEPARTMENT CONTACT.

|                       |                                          |                          |            |
|-----------------------|------------------------------------------|--------------------------|------------|
| Order Number:         | AMA 1400 4902 AGR2700000009 1            | Procurement Folder:      | 2059044    |
| Document Name:        | Emergency Purchase - EWP All 55 Counties | Reason for Modification: |            |
| Document Description: | Emergency Purchase - EWP All 55 Counties |                          |            |
| Procurement Type:     | Agency Master Agreement                  |                          |            |
| Buyer Name:           | Jean Faust                               |                          |            |
| Telephone:            | 304-558-2204                             |                          |            |
| Email:                | jfaust@wvca.us                           |                          |            |
| Shipping Method:      | Best Way                                 | Effective Start Date:    | 2026-07-23 |
| Free on Board:        | FOB Dest, Freight Prepaid                | Effective End Date:      | 2026-09-19 |

| VENDOR                  |                  | DEPARTMENT CONTACT  |                |
|-------------------------|------------------|---------------------|----------------|
| Vendor Customer Code:   | 000000173942     | Requestor Name:     | Jean Faust     |
| JENNINGS EXCAVATING INC |                  | Requestor Phone:    | 304-558-2204   |
| PO BOX 86               |                  | Requestor Email:    | jfaust@wvca.us |
| NEWBURG                 | WV               |                     |                |
| US                      | 26410            |                     |                |
| Vendor Contact Phone:   | 999-999-9999     | Extension:          |                |
| Discount Details:       |                  |                     |                |
|                         | Discount Allowed | Discount Percentage | Discount Days  |
| #1                      | No               | 0.0000              | 0              |
| #2                      | No               |                     |                |
| #3                      | No               |                     |                |
| #4                      | No               |                     |                |

| INVOICE TO                           |          | SHIP TO                              |               |
|--------------------------------------|----------|--------------------------------------|---------------|
| FISCAL SERVICES MANAGER 304-558-2204 |          | ADMINISTRATIVE SERVICES 304-558-2204 |               |
| WEST VIRGINIA CONSERVATION AGENCY    |          | WEST VIRGINIA CONSERVATION AGENCY    |               |
| 1900 KANAWHA BLVD E                  |          | WEST VIRGINIA CONSERVATION AGENCY    |               |
|                                      |          | 255 GUS R DOUGLASS LN                |               |
| CHARLESTON                           | WV 25305 | CHARLESTON                           | WV 25305-0193 |
| US                                   |          | US                                   |               |

Total Order Amount: Open End

DEPARTMENT AUTHORIZED SIGNATURE

DATE:

ELECTRONIC SIGNATURE ON FILE

**Extended Description:**

Emergency Purchase July 2026 - Flood Response - EWP All 55 Counties, WV / West Virginia State of Emergency Declaration

| Line | Commodity Code | Manufacturer | Model No                | Unit | Unit Price |
|------|----------------|--------------|-------------------------|------|------------|
| 1    | 22101524       |              |                         | EA   | \$165.00   |
|      | Service From   | Service To   | Service Contract Amount |      |            |
|      |                |              | 0.00                    |      |            |

**Commodity Line Description:** 89hp minimum excavator with hydraulic - Regular Hours**Extended Description:**

| Line         | Commodity Code | Manufacturer | Model No | Unit                    | Unit Price |
|--------------|----------------|--------------|----------|-------------------------|------------|
| 2            | 22101524       |              |          | EA                      | \$193.00   |
| Service From |                | Service To   |          | Service Contract Amount |            |
|              |                |              |          | 0.00                    |            |

**Commodity Line Description:** Excavator - Overtime Hours**Extended Description:**

| Line         | Commodity Code | Manufacturer | Model No | Unit                    | Unit Price |
|--------------|----------------|--------------|----------|-------------------------|------------|
| 3            | 22101524       |              |          | EA                      | \$185.00   |
| Service From |                | Service To   |          | Service Contract Amount |            |
|              |                |              |          | 0.00                    |            |

**Commodity Line Description:** 188HP Hydraulic Long Reach Excavator - Regular Hours**Extended Description:**

| Line         | Commodity Code | Manufacturer | Model No | Unit                    | Unit Price |
|--------------|----------------|--------------|----------|-------------------------|------------|
| 4            | 22101524       |              |          | EA                      | \$213.00   |
| Service From |                | Service To   |          | Service Contract Amount |            |
|              |                |              |          | 0.00                    |            |

**Commodity Line Description:** 188HP Hydraulic Long Reach Excavator - Overtime Hours**Extended Description:**

| Line         | Commodity Code | Manufacturer | Model No | Unit                    | Unit Price |
|--------------|----------------|--------------|----------|-------------------------|------------|
| 5            | 25101601       |              |          | EA                      | \$145.00   |
| Service From |                | Service To   |          | Service Contract Amount |            |
|              |                |              |          | 0.00                    |            |

**Commodity Line Description:** 250HP On-Highway Tri Axle Dump Truck - Regular Hours**Extended Description:**

| Line         | Commodity Code | Manufacturer | Model No | Unit                    | Unit Price |
|--------------|----------------|--------------|----------|-------------------------|------------|
| 6            | 25101601       |              |          | EA                      | \$169.00   |
| Service From |                | Service To   |          | Service Contract Amount |            |
|              |                |              |          | 0.00                    |            |

**Commodity Line Description:** 250HP On-Highway Tri Axle Dump Truck - Overtime Hours

**Extended Description:**

| Line         | Commodity Code | Manufacturer | Model No | Unit                    | Unit Price |
|--------------|----------------|--------------|----------|-------------------------|------------|
| 7            | 80111613       |              |          | EA                      | \$48.00    |
| Service From |                | Service To   |          | Service Contract Amount |            |
|              |                |              |          | 0.00                    |            |

**Commodity Line Description:** Laborer with Chain Saw, Hand Tools, Flagging - Regular Hours

**Extended Description:**

| Line         | Commodity Code | Manufacturer | Model No | Unit                    | Unit Price |
|--------------|----------------|--------------|----------|-------------------------|------------|
| 8            | 80111613       |              |          | EA                      | \$72.00    |
| Service From |                | Service To   |          | Service Contract Amount |            |
|              |                |              |          | 0.00                    |            |

**Commodity Line Description:** Laborer with Chain Saw, Hand Tools, Flagging - Overtime Hour

**Extended Description:**

| Line         | Commodity Code | Manufacturer | Model No | Unit                    | Unit Price |
|--------------|----------------|--------------|----------|-------------------------|------------|
| 9            | 22101529       |              |          | EA                      | \$125.00   |
| Service From |                | Service To   |          | Service Contract Amount |            |
|              |                |              |          | 0.00                    |            |

**Commodity Line Description:** 65HP Skid Steer with grapple bucket and operator - Regular

**Extended Description:**

| Line         | Commodity Code | Manufacturer | Model No | Unit                    | Unit Price |
|--------------|----------------|--------------|----------|-------------------------|------------|
| 10           | 22101529       |              |          | EA                      | \$149.00   |
| Service From |                | Service To   |          | Service Contract Amount |            |
|              |                |              |          | 0.00                    |            |

**Commodity Line Description:** 65HP Skid Steer with grapple bucket and operator - Overtime

**Extended Description:**

| Line         | Commodity Code | Manufacturer | Model No | Unit                    | Unit Price |
|--------------|----------------|--------------|----------|-------------------------|------------|
| 11           | 25101901       |              |          | EA                      | \$172.00   |
| Service From |                | Service To   |          | Service Contract Amount |            |
|              |                |              |          | 0.00                    |            |

**Commodity Line Description:** Low Boy or Tag-along Trailer - Regular Hours

**Extended Description:**

| Line | Commodity Code | Manufacturer | Model No | Unit                    | Unit Price |
|------|----------------|--------------|----------|-------------------------|------------|
| 12   | 25101901       |              |          | EA                      | \$196.00   |
|      | Service From   | Service To   |          | Service Contract Amount |            |
|      |                |              |          | 0.00                    |            |

Commodity Line Description: Low Boy or Tag-along Trailer - Overtime Hours

Extended Description:

| Line | Commodity Code | Manufacturer | Model No | Unit                    | Unit Price |
|------|----------------|--------------|----------|-------------------------|------------|
| 13   | 22101529       |              |          | EA                      | \$185.00   |
|      | Service From   | Service To   |          | Service Contract Amount |            |
|      |                |              |          | 0.00                    |            |

Commodity Line Description: JD250 or Equivalent - Regular Hours

Extended Description:

| Line | Commodity Code | Manufacturer | Model No | Unit                    | Unit Price |
|------|----------------|--------------|----------|-------------------------|------------|
| 14   | 22101529       |              |          | EA                      | \$213.00   |
|      | Service From   | Service To   |          | Service Contract Amount |            |
|      |                |              |          | 0.00                    |            |

Commodity Line Description: JD250 or Equivalent - Overtime Hours

Extended Description:

| Line | Commodity Code | Manufacturer | Model No | Unit                    | Unit Price |
|------|----------------|--------------|----------|-------------------------|------------|
| 15   | 22101524       |              |          | EA                      | \$175.00   |
|      | Service From   | Service To   |          | Service Contract Amount |            |
|      |                |              |          | 0.00                    |            |

Commodity Line Description: CAT320 or Equivalent - Regular Hours

Extended Description:

| Line | Commodity Code | Manufacturer | Model No | Unit                    | Unit Price |
|------|----------------|--------------|----------|-------------------------|------------|
| 16   | 22101524       |              |          | EA                      | \$203.00   |
|      | Service From   | Service To   |          | Service Contract Amount |            |
|      |                |              |          | 0.00                    |            |

Commodity Line Description: CAT320 or Equivalent - Overtime Hours

Extended Description:

| Line | Commodity Code | Manufacturer | Model No | Unit                    | Unit Price |
|------|----------------|--------------|----------|-------------------------|------------|
| 17   | 24101624       |              |          | EA                      | \$165.00   |
|      | Service From   | Service To   |          | Service Contract Amount |            |
|      |                |              |          | 0.00                    |            |

**Commodity Line Description:** Triaxle Picker Truck - Regular Hours

**Extended Description:**

| Line | Commodity Code      | Manufacturer      | Model No | Unit                           | Unit Price |
|------|---------------------|-------------------|----------|--------------------------------|------------|
| 18   | 24101624            |                   |          | EA                             | \$189.00   |
|      | <b>Service From</b> | <b>Service To</b> |          | <b>Service Contract Amount</b> |            |
|      |                     |                   |          | 0.00                           |            |

**Commodity Line Description:** Triaxle Picker Truck - Overtime Hours

**Extended Description:**

| Line | Commodity Code      | Manufacturer      | Model No | Unit                           | Unit Price |
|------|---------------------|-------------------|----------|--------------------------------|------------|
| 19   | 25101601            |                   |          | EA                             | \$145.00   |
|      | <b>Service From</b> | <b>Service To</b> |          | <b>Service Contract Amount</b> |            |
|      |                     |                   |          | 0.00                           |            |

**Commodity Line Description:** Triaxle Dump Truck - Regular Hours

**Extended Description:**

| Line | Commodity Code      | Manufacturer      | Model No | Unit                           | Unit Price |
|------|---------------------|-------------------|----------|--------------------------------|------------|
| 20   | 25101601            |                   |          | EA                             | \$169.00   |
|      | <b>Service From</b> | <b>Service To</b> |          | <b>Service Contract Amount</b> |            |
|      |                     |                   |          | 0.00                           |            |

**Commodity Line Description:** Triaxle Dump Truck - Overtime Hours

**Extended Description:**

| Line | Commodity Code      | Manufacturer      | Model No | Unit                           | Unit Price |
|------|---------------------|-------------------|----------|--------------------------------|------------|
| 21   | 22101524            |                   |          | EA                             | \$235.00   |
|      | <b>Service From</b> | <b>Service To</b> |          | <b>Service Contract Amount</b> |            |
|      |                     |                   |          | 0.00                           |            |

**Commodity Line Description:** JD 210 Rotobec - Regular Hours

**Extended Description:**

| Line | Commodity Code      | Manufacturer      | Model No | Unit                           | Unit Price |
|------|---------------------|-------------------|----------|--------------------------------|------------|
| 22   | 22101524            |                   |          | EA                             | \$263.00   |
|      | <b>Service From</b> | <b>Service To</b> |          | <b>Service Contract Amount</b> |            |
|      |                     |                   |          | 0.00                           |            |

**Commodity Line Description:** JD 210 Rotobec - Overtime Hours

**Extended Description:**

| Line | Commodity Code | Manufacturer | Model No | Unit | Unit Price |
|------|----------------|--------------|----------|------|------------|
| 23   | 22000000       |              |          | EA   | \$750.00   |

| Service From | Service To | Service Contract Amount |
|--------------|------------|-------------------------|
|              |            | 0.00                    |

Commodity Line Description: Swamp Mats

Extended Description:

| Line         | Commodity Code | Manufacturer            | Model No | Unit | Unit Price |
|--------------|----------------|-------------------------|----------|------|------------|
| 24           | 25101601       |                         |          | EA   | \$195.00   |
| Service From | Service To     | Service Contract Amount |          |      |            |
|              |                | 0.00                    |          |      |            |

Commodity Line Description: T14 Morooka - Regular Hours

Extended Description:

| Line         | Commodity Code | Manufacturer            | Model No | Unit | Unit Price |
|--------------|----------------|-------------------------|----------|------|------------|
| 25           | 25101601       |                         |          | EA   | \$223.00   |
| Service From | Service To     | Service Contract Amount |          |      |            |
|              |                | 0.00                    |          |      |            |

Commodity Line Description: T14 Morooka - Overtime Hours

Extended Description:

| Line         | Commodity Code | Manufacturer            | Model No | Unit | Unit Price |
|--------------|----------------|-------------------------|----------|------|------------|
| 26           | 22101528       |                         |          | EA   | \$145.00   |
| Service From | Service To     | Service Contract Amount |          |      |            |
|              |                | 0.00                    |          |      |            |

Commodity Line Description: 721 Wheel Loader - Regular Hours

Extended Description:

| Line         | Commodity Code | Manufacturer            | Model No | Unit | Unit Price |
|--------------|----------------|-------------------------|----------|------|------------|
| 27           | 22101528       |                         |          | EA   | \$173.00   |
| Service From | Service To     | Service Contract Amount |          |      |            |
|              |                | 0.00                    |          |      |            |

Commodity Line Description: 721 Wheel Loader - Overtime Hours

Extended Description:

| Line         | Commodity Code | Manufacturer            | Model No | Unit | Unit Price |
|--------------|----------------|-------------------------|----------|------|------------|
| 28           | 22101532       |                         |          | EA   | \$175.00   |
| Service From | Service To     | Service Contract Amount |          |      |            |
|              |                | 0.00                    |          |      |            |

Commodity Line Description: Case 1150 Track Loader - Regular Hours

Extended Description:

| Line         | Commodity Code | Manufacturer | Model No | Unit                    | Unit Price |
|--------------|----------------|--------------|----------|-------------------------|------------|
| 29           | 22101532       |              |          | EA                      | \$203.00   |
| Service From |                | Service To   |          | Service Contract Amount |            |
|              |                |              |          | 0.00                    |            |

Commodity Line Description: Case 1150 Track Loader - Overtime Hours

Extended Description:

| Line | Commodity Code | Manufacturer | Model No                | Unit | Unit Price |
|------|----------------|--------------|-------------------------|------|------------|
| 30   | 22101525       |              |                         | EA   | \$165.00   |
|      | Service From   | Service To   | Service Contract Amount |      |            |
|      |                |              | 0.00                    |      |            |

Commodity Line Description: CAT313F 89HP - Regular Hours

Extended Description:

| Line         | Commodity Code | Manufacturer | Model No | Unit                    | Unit Price |
|--------------|----------------|--------------|----------|-------------------------|------------|
| 31           | 22101524       |              |          | EA                      | \$193.00   |
| Service From |                | Service To   |          | Service Contract Amount |            |
|              |                |              |          | 0.00                    |            |

Commodity Line Description: CAT313F 89HP - Overtime Hours

Extended Description:

| Line         | Commodity Code | Manufacturer | Model No | Unit                    | Unit Price |
|--------------|----------------|--------------|----------|-------------------------|------------|
| 32           | 70141600       |              |          | EA                      | \$10.00    |
| Service From |                | Service To   |          | Service Contract Amount |            |
|              |                |              |          | 0.00                    |            |

Commodity Line Description: Straw

Extended Description:

**GENERAL TERMS AND CONDITIONS:  
(Agency Delegated Procurements Only)**

**1. CONTRACTUAL AGREEMENT:** Issuance of an Award Document signed by the Agency and approved as to form by the Attorney General's office, if required, constitutes acceptance by the State of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid, or on the Contract if the Contract is not the result of a bid solicitation, signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.

**2. DEFINITIONS:** As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.

**2.1. "Agency" or "Agencies"** means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.

**2.2. "Bid" or "Proposal"** means the vendors submitted response to this solicitation.

**2.3. "Contract"** means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.

**2.4. "Director"** means the Director of the West Virginia Department of Administration, Purchasing Division.

**2.5. "Purchasing Division"** means the West Virginia Department of Administration, Purchasing Division.

**2.6. "Award Document"** means the document signed by the Agency that identifies the Vendor as the contract holder.

**2.7. "Solicitation"** means the official notice of an opportunity to supply the State with goods or services.

**2.8. "State"** means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.

**2.9. "Vendor" or "Vendors"** means 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.

**3. CONTRACT TERM; RENEWAL; EXTENSION:** The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:

☐ **Term Contract**

**Initial Contract Term:** This Contract becomes effective on \_\_\_\_\_ and the initial contract term extends until \_\_\_\_\_.

**Renewal Term:** This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor. Any request for renewal should be delivered to the Agency thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Unless otherwise specified below, renewal of this Contract is limited to \_\_\_\_\_ successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed the total number of months available in all renewal years combined. Automatic renewal of this Contract is prohibited.

☐ **Alternate Renewal Term** – This contract may be renewed for \_\_\_\_\_ successive \_\_\_\_\_ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor and Agency.

**Delivery Order Limitations:** In the event that this contract permits delivery orders, a delivery order may only be issued during the time this Contract is in effect. Any delivery order issued within one year of the expiration of this Contract shall be effective for one year from the date the delivery order is issued. No delivery order may be extended beyond one year after this Contract has expired.

☐ **Fixed Period Contract:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within \_\_\_\_\_ days.

☐ **Fixed Period Contract with Renewals:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within \_\_\_\_\_ days. Upon completion of the work covered by the preceding sentence, the vendor agrees that maintenance, monitoring, or warranty services will be provided for \_\_\_\_\_ year(s) thereafter.

☐ **One Time Purchase:** The term of this Contract shall run from the issuance of the Award Document until all of the goods contracted for have been delivered, but in no event will this Contract extend for more than one fiscal year.

☐ **Construction/Project Oversight:** This Contract becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the State Agency (or another page identified as \_\_\_\_\_), and continues until the project for which the vendor is providing oversight is complete.

☒ **Other:** See attached.

**4. AUTHORITY TO PROCEED:** Vendor is authorized to begin performance of this contract on the date of encumbrance listed on the front page of the Award Document unless either the box for "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked in Section 3 above. If either "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked, Vendor must not begin work until it receives a separate notice to proceed from the State. The notice to proceed will then be incorporated into the Contract via change order to memorialize the official date that work commenced.

**5. QUANTITIES:** The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.

☒ **Open End Contract:** Quantities listed in this Solicitation/Award Document are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.

☐ **Service:** The scope of the service to be provided will be more clearly defined in the specifications included herewith.

☐ **Combined Service and Goods:** The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.

☐ **One Time Purchase:** This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.

☐ **Construction:** This Contract is for construction activity more fully defined in the specifications.

**6. EMERGENCY PURCHASES:** The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute a breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.

**7. REQUIRED DOCUMENTS:** All of the items checked below must be provided to the Agency by the Vendor as specified below.

☐ **LICENSE(S) / CERTIFICATIONS / PERMITS:** In addition to anything required under the Section of the General Terms and Conditions entitled Licensing, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits upon request and in a form acceptable to the State. The request may be prior to or after contract award at the State's sole discretion.

☐☐☐☐

The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications regardless of whether or not that requirement is listed above.

**8. INSURANCE:** The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below on each policy prior to Contract award. The insurance coverages identified below must be maintained throughout the life of this contract. Thirty (30) days prior to the expiration of the insurance policies Vendor shall provide the Agency with proof that the insurance

mandated herein has been continued. Vendor must also provide Agency with immediate notice of any changes in its insurance policies, including but not limited to, policy cancelation, policy reduction, or change in insurers. The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether or not that insurance requirement is listed in this section.

Vendor must maintain:

☒ **Commercial General Liability Insurance** in at least an amount of:

\$1,000,000.00 \_\_\_\_\_ per occurrence.

☐ **Automobile Liability Insurance** in at least an amount of: \_\_\_\_\_ per occurrence.

☐ **Professional/Malpractice/Errors and Omission Insurance** in at least an amount of: \_\_\_\_\_ per occurrence. Notwithstanding the forgoing, Vendor's are not required to list the State as an additional insured for this type of policy.

☐ **Commercial Crime and Third Party Fidelity Insurance** in an amount of: \_\_\_\_\_ per occurrence.

☐ **Cyber Liability Insurance** in an amount of: \_\_\_\_\_ per occurrence.

☐ **Builders Risk Insurance** in an amount equal to 100% of the amount of the Contract.

☐ **Pollution Insurance** in an amount of: \_\_\_\_\_ per occurrence.

☐ **Aircraft Liability** in an amount of: \_\_\_\_\_ per occurrence.

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**9. WORKERS' COMPENSATION INSURANCE:** Vendor shall comply with laws relating to workers compensation, shall maintain workers' compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request.

**10. LIQUIDATED DAMAGES:** This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy. Vendor shall pay liquidated damages in the amount specified below or as described in the specifications:

☐ \_\_\_\_\_ for \_\_\_\_\_

☐ Liquidated Damages Contained in the Specifications.

☐ Liquidated Damages Are Not Included in this Contract.

**11. ACCEPTANCE:** Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the State that cannot be unilaterally withdrawn, signifies that the product or service proposed by vendor meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise indicated, and signifies acceptance of the terms and conditions contained in the Solicitation unless otherwise indicated.

**12. PRICING:** The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification. Notwithstanding the foregoing, Vendor must extend any publicly advertised sale price to the State and invoice at the lower of the contract price or the publicly advertised sale price.

**13. PAYMENT IN ARREARS:** Payments for goods/services will be made in arrears only upon receipt of a proper invoice, detailing the goods/services provided or receipt of the goods/services, whichever is later. Notwithstanding the foregoing, payments for software licenses, subscriptions, or maintenance may be paid annually in advance.

**14. PAYMENT METHODS:** Vendor must accept payment by electronic funds transfer or P-Card. (The State of West Virginia's Purchasing Card program, administered under contract by a banking institution, processes payment for goods and services through state designated credit cards.)

**15. ADDITIONAL FEES:** Vendor is not permitted to charge additional fees or assess additional charges that were not either expressly provided for in the solicitation published by the State of West Virginia, included in the Contract, or included in the unit price or lump sum bid amount that Vendor is required by the solicitation to provide. Including such fees or charges as notes to the solicitation may result in rejection of vendor's bid. Requesting such fees or charges be paid after the contract has been awarded may result in cancellation of the contract.

**16. TAXES:** The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.

**17. FUNDING:** This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available. If that occurs, the State may notify the Vendor that an alternative source of funding has been obtained and thereby avoid the automatic termination. Non-appropriation or non-funding shall not be considered an event of default.

**18. CANCELLATION:** The State reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Agency may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-5.2.b.

**19. TIME:** Time is of the essence with regard to all matters of time and performance in this Contract.

**20. APPLICABLE LAW:** This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code or West Virginia Code of State Rules is void and of no effect.

**20A. VENUE:** All legal actions for damages brought by Vendor against the State shall be brought in the West Virginia Claims Commission. Other causes of action must be brought in the West Virginia court authorized by statute to exercise jurisdiction over it.

**21. COMPLIANCE WITH LAWS:** Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances. Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to comply with all applicable laws, regulations, and ordinances.

**22. ARBITRATION:** Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.

**23. MODIFICATIONS:** This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary, no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor.

**24. WAIVER:** The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.

**25. SUBSEQUENT FORMS:** The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.

**26. ASSIGNMENT:** Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency and any other government agency or office that may be required to approve such assignments.

**27. WARRANTY:** The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.

**28. STATE EMPLOYEES:** State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.

**29. PRIVACY, SECURITY, AND CONFIDENTIALITY:** The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in [www.state.wv.us/admin/purchase/privacy](http://www.state.wv.us/admin/purchase/privacy).

**30. YOUR SUBMISSION IS A PUBLIC DOCUMENT:** Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

**DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.**

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

**31. LICENSING:** In accordance with West Virginia Code of State Rules § 148-1-6.1.e, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities. Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to be licensed, in good standing, and up-to-date on all state and local obligations as described in this section.

**32. ANTITRUST:** In submitting a bid to, signing a contract with, or accepting an Award Document from any agency of the State of West Virginia, the Vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to Vendor.

**33. VENDOR NON-CONFLICT:** Neither Vendor nor its representatives are permitted to have any interest, nor shall they acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency.

**34. VENDOR RELATIONSHIP:** The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, etc. and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing. Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

**35. INDEMNIFICATION:** The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.

**36. NO DEBT CERTIFICATION:** In accordance with West Virginia Code §§ 5A-3-10a and 5-22-1(i), the State is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State. By submitting a bid, or entering into a contract with the State, Vendor is affirming 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 in the statute cited above unless the debt or employer default is permitted under the statute.

**37. CONFLICT OF INTEREST:** Vendor, its officers or members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.

**38. REPORTS:** Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:

☐ Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.

☐ Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at [purchasing.division@wv.gov](mailto:purchasing.division@wv.gov).

**39. BACKGROUND CHECK:** In accordance with W. Va. Code § 15-2D-3, the State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check. Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

**40. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS:** Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:

a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.

b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open hearth, basic oxygen, electric furnace, Bessemer or other steel making process. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:

c. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or

d. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

**41. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL:** In Accordance with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2) that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in an amount more than fifty thousand dollars (\$50,000) or public works contracts that require more than ten thousand pounds of steel products.

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a "substantial labor surplus area", as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products. This preference shall be applied to an item of machinery or equipment, as indicated above, when the

item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for foreign aluminum, glass or steel products plus the applicable preference. If the reduced bid or offer prices are made in writing and supersede the prior bid or offer prices, all bids or offers, including the reduced bid or offer prices, will be reevaluated in accordance with this rule.

**42. PROHIBITION AGAINST USED OR REFURBISHED:** Unless expressly permitted in the solicitation published by the State, Vendor must provide new, unused commodities, and is prohibited from supplying used or refurbished commodities, in fulfilling its responsibilities under this Contract.

**43. VOID CONTRACT CLAUSES** – This Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law.

## **ADDITIONAL TERMS AND CONDITIONS (Construction Contracts Only)**

**1. CONTRACTOR'S LICENSE:** West Virginia Code § 30-42-2 requires that all persons desiring to perform contracting work in this state be licensed. The West Virginia Contractors Licensing Board is empowered to issue the contractor's license. Applications for a contractor's license may be made by contacting the West Virginia Contractor Licensing Board. The apparent successful Vendor must furnish a copy of its contractor's license prior to the issuance of a contract award document

**2. BONDS:** The following bonds must be submitted if the Contract exceeds \$25,000:

- ☐ **BID BOND:** Pursuant to the requirements contained in W. Va. Code § 5-22-1(c), All Vendors submitting a bid on a construction project shall furnish a valid bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. **THE BID BOND MUST BE SUBMITTED WITH THE BID OR VENDOR'S BID WILL BE DISQUALIFIED.**
- ☐ **PERFORMANCE BOND:** The apparent successful Vendor shall provide a performance bond in the amount of 100% of the contract. The performance bond must be received by the Agency prior to Contract award.
- ☐ **LABOR/MATERIAL PAYMENT BOND:** The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be delivered to the Agency prior to Contract award.
- ☐ **MAINTENANCE BOND:** The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system if the work impacts an existing roof. The amount of the bond must be equal to the price associated with the percentage of the project impacting the roof. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award.

At a minimum, all construction projects require a bid bond, performance bond, and labor/material payment bond. Failure on the part of the state of West Virginia to checkmark the required bonds above does not relieve the vendor from the legal requirement of providing these bonds.

In lieu of the Bid Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of the bid bond must be of the same amount required of the Bid Bond and delivered with the bid.

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

**4. PROHIBITION AGAINST GENERAL CONDITIONS:** Notwithstanding anything contained in the AIA Documents or the Supplementary Conditions, the State of West Virginia will not pay for general conditions, or winter conditions, or any other condition representing a delay in the contract. The Vendor is expected to mitigate delay costs to the greatest extent possible and any costs associated with Delays must be specifically and concretely identified. The state will not consider an average daily rate multiplied by the number of days extended to be an acceptable charge.

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

**6. DAVIS-BACON AND RELATED ACT WAGE RATES:**

☐ The work performed under this contract is federally funded in whole, or in part. Pursuant to \_\_\_\_\_, Vendors are required to pay applicable Davis-Bacon wage rates.

☐ The work performed under this contract is not subject to Davis-Bacon wage rates.

**ADDITIONAL TERMS AND CONDITIONS**  
**(Architectural and Engineering Contracts Only)**

**1. PLAN AND DRAWING DISTRIBUTION:** All plans and drawings must be completed and available for distribution at least five business days prior to a scheduled pre-bid meeting for the construction or other work related to the plans and drawings.

**2. PROJECT ADDENDA REQUIREMENTS:** The Architect/Engineer and/or Agency shall be required to abide by the following schedule in issuing construction project addenda. The Architect/Engineer shall prepare any addendum materials for which it is responsible, and a list of all vendors that have obtained drawings and specifications for the project. The Architect/Engineer shall then send a copy of the addendum materials and the list of vendors to the State Agency for which the contract is issued to allow the Agency to make any necessary modifications. The addendum and list shall then be forwarded to the Purchasing Division buyer by the Agency. The Purchasing Division buyer shall send the addendum to all interested vendors and, if necessary, extend the bid opening date. Any addendum should be received by the Purchasing Division at least fourteen (14) days prior to the bid opening date.

**3. PRE-BID MEETING RESPONSIBILITIES:** The Architect/Engineer shall be available to attend any pre-bid meeting for the construction or other work resulting from the plans, drawings, or specifications prepared by the Architect/Engineer.

**4. AIA DOCUMENTS:** All construction contracts that will be completed in conjunction with architectural services procured under Chapter 5G of the West Virginia Code will be governed by the attached AIA documents, as amended by the Supplementary Conditions for the State of West Virginia, in addition to the terms and conditions contained herein. The terms and conditions of this document shall prevail over anything contained in the AIA Documents or the Supplementary Conditions.

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

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

\_\_\_\_\_  
(Printed Name and Title)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Phone Number) / (Fax Number)

\_\_\_\_\_  
(E-mail address)

**CERTIFICATION AND SIGNATURE:** By signing below, or submitting documentation through WV OASIS, 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 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.

Jennings Excavating, Inc.

\_\_\_\_\_  
(Company)

*Cory Jennings*  
\_\_\_\_\_  
(Signature of Authorized Representative)

Cory Jennings Vice President  
\_\_\_\_\_  
(Printed Name and Title of Authorized Representative)

7/23/2026  
\_\_\_\_\_  
(Date)

304-680-1111  
\_\_\_\_\_  
(Phone Number) (Fax Number)

## ADDENDUM ACKNOWLEDGEMENT FORM

### SOLICITATION NO.:

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification. Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received:

*(Check the box next to each addendum received)*

- ☐ Addendum No. 1
- ☐ Addendum No. 2
- ☐ Addendum No. 3
- ☐ Addendum No. 4
- ☐ Addendum No. 5

- ☐ Addendum No. 6
- ☐ Addendum No. 7
- ☐ Addendum No. 8
- ☐ Addendum No. 9
- ☐ 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.

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Company

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Authorized Signature

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Date

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

REQUEST FOR QUOTATION  
**EWP – All 55 Counties**  
**AMA AGR27\*09**

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**SPECIFICATIONS**

- 1. PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of West Virginia Conservation Agency to establish an open-end contract for West Virginia EWP- All 55 Counties – Flood Work (State of Emergency Declaration ) – removal of debris impacting the streams and stream banks.
  
- 2. DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.
  - 2.1 “Contract Item” or “Contract Items”** means the list of items identified in Section 3.1 below and on the Pricing Pages.
  
  - 2.2 “Pricing Pages”** means the schedule of prices, estimated order quantity, and totals contained in wvOASIS or attached hereto as Exhibit A, and used to evaluate the Solicitation responses.
  
  - 2.3 “Solicitation”** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division..
  
- 3. GENERAL REQUIREMENTS:**
  - 3.1 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.
    - 3.1.1 Equipment**
      - 3.1.1.1** See list of equipment on Exhibit A .

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**3.2 Safety Equipment:**

- 3.2.1 Hard Hat Areas: The entire job site, with the exception of offices, shall be considered a hard hat area. All people entering the area are, without exception, required to wear hard hats. The contractor and the Project Coordinator shall ensure all visitors entering hard hat areas are wearing a hard hat. If someone enters the hard hat areas without wearing a hard hat, work will cease, and the individual will be escorted outside the hard hat area before work can continue. Labels for hard hats shall bear a manufacturer's label indicating design compliance with the appropriate ANSI (American National Standards Institute) standard.
- 3.2.2 Safety Shirt/Vest: Safety shirts or vests shall be worn at all times on the entire job site. Any person entering the designed work area is, without exception, required to wear a safety shirt or vest. The contractor and the Project Coordinator shall ensure all visitors entering the work area comply. If someone enters the identified work area without wearing a safety shirt or vest, work will cease, and the individual will be escorted outside the work area before work can continue.
- 3.2.3 Steel-toe boots: Steel-toe boots should be worn at all times on the entire job site. All people entering the area are, without exception, required to wear Steel-toe boots.
- 3.2.4 Safety Goggles/Glasses: Safety glasses should be worn at all times unless operating equipment with an enclosed cab. A face shield should be used, in addition to safety glasses, when operating a string/brush trimmer and other times when your face could be hit by debris. All personnel involved in or within 100 feet (33 yards) diameter around the working area of brush removal and tree removal must wear protective safety goggles/glasses.
- 3.2.5 Chainsaw Chaps: Chainsaw chaps refer to a type of personal protective equipment (PPE) that is to be worn by anyone using a chainsaw on the project site.

**4. WORKDAY:**

## REQUEST FOR QUOTATION

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**4.1** The contractor shall have equipment in serviceable and operating condition from 7:00 a.m. to 5:30 p.m. (*or as determined by the Project Coordinator or designated representative*) with an experienced and acceptable operator during this time period. A mandatory lunch break of 30 minutes will be taken by the contractor and crew each day. The lunch break is considered off the clock. The project site shall be considered completed when the *Project Coordinator or designated representative* has inspected the site and cleared the contractor.

## 5. WORKWEEK:

**5.1** The work week may be altered by the Project Coordinator.

A standard work week is Saturday-Friday. Regular Hours will be 40 hours per week, and additional hours will be overtime

## 6. CONTRACT AWARD:

**6.1 Contract Award:** The Contract is intended to provide Agencies with a purchase price on all Contract Items. The Contract shall be awarded to the Vendor that provides the Contract Items meeting the required specifications for the lowest overall total cost as shown on the Pricing Pages.

**6.2 Pricing Pages:** Vendor should complete the Pricing Pages by filling out bid schedule. Vendor should complete the Pricing Pages in their entirety as failure to do so may result in Vendor's bids being disqualified.

The Pricing Pages contain a list of the Contract Items and estimated purchase volume. The estimated purchase volume for each item represents the approximate volume of anticipated purchases only. No future use of the Contract or any individual item is guaranteed or implied.

Vendor should electronically enter the information into the Pricing Pages through wvOASIS, if available, or as an electronic document. In most cases, the Vendor can request an electronic copy of the Pricing Pages for bid purposes by sending an email request to the following address: Jean Faust, Procurement Officer, [jfaust@wvca.us](mailto:jfaust@wvca.us)

## 7. ORDERING AND PAYMENT:

**7.1 Ordering:** Vendor shall accept orders through wvOASIS, regular mail, facsimile, e-mail, or any other written form of communication. Vendor may, but is not required to, accept on-line orders through a secure internet ordering portal/website. If Vendor has the ability to accept on-line orders, it should include in its response a brief description of how Agencies may utilize the on-line ordering system. Vendor shall

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ensure that its on-line ordering system is properly secured prior to processing Agency orders on-line.

- 7.2 Payment:** Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.

**8. DELIVERY AND RETURN:**

- 8.1 Delivery Time:** Vendor shall deliver standard orders within [insert days permitted for delivery] working days after orders are received. Vendor shall deliver emergency orders within [insert days permitted for delivery] working day(s) after orders are received. Vendor shall ship all orders in accordance with the above schedule and shall not hold orders until a minimum delivery quantity is met.

- 8.2 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 delivery 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.

- 8.3 Delivery Payment/Risk of Loss:** Standard order delivery shall be F.O.B. destination to the Agency's location. Vendor shall include the cost of standard order delivery charges in its bid pricing/discount and is not permitted to charge the Agency separately for such delivery. The Agency will pay delivery charges on all emergency orders provided that Vendor invoices those delivery costs as a separate charge with the original freight bill attached to the invoice.

- 8.4 Return of Unacceptable Items:** 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 make arrangements 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. If the original packaging cannot be utilized for the return, Vendor will supply the Agency with appropriate return packaging upon request. 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 for the purchase price, at the Agency's discretion.

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**8.5 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.

**9. VENDOR DEFAULT:**

**9.1** The following shall be considered a vendor default under this Contract.

- 9.1.1 Failure to provide Contract Items in accordance with the requirements contained herein.
- 9.1.2 Failure to comply with other specifications and requirements contained herein.
- 9.1.3 Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.
- 9.1.4 Failure to remedy deficient performance upon request.

**9.2** The following remedies shall be available to Agency upon default.

- 9.2.1 Immediate cancellation of the Contract.
- 9.2.2 Immediate cancellation of one or more release orders issued under this Contract.

REQUEST FOR QUOTATION  
EWP – All 55 Counties  
AMA AGR27\*09

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9.2.3 Any other remedies available in law or equity.

**10. MISCELLANEOUS:**

**10.1 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.

**10.2 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.

**10.3 Reports:** Vendor shall provide quarterly reports and annual summaries to the Agency showing the Agency's items purchased, quantities of items purchased, and total dollar value of the items purchased. Vendor shall also provide reports, upon request, showing the items purchased during the term of this Contract, the quantity purchased for each of those items, and the total value of purchases for each of those items. Failure to supply such reports may be grounds for cancellation of this Contract.

**10.4 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:** Cory Jennings  
**Telephone Number:** 304-680-1111  
**Fax Number:** \_\_\_\_\_  
**Email Address:** cory@jenningsexcavatinginc.com

**Detailed Bid Schedule**  
**EW P - All 55 Counties - Flood Work**

| Item | Description                                                                                    | Equipment Spec. (i.e. make, model) * | Quantity | Unit          | Unit Price  | Total       |
|------|------------------------------------------------------------------------------------------------|--------------------------------------|----------|---------------|-------------|-------------|
| 1.   | Hydraulic Excavator #1 with thumb, minimum of 89 H.P.<br>Regular Hours                         | Cat 313 F                            | 0        | HR            | \$ 165.00   | \$ -        |
| 2.   | Hydraulic Excavator #1 with thumb, minimum of 89 H.P.<br>Over Time Hours                       | Cat 313 F                            | 0        | HR            | \$ 193.00   | \$ -        |
| 3.   | Hydraulic Long Reach Excavator and operator, minimum of 188 H.P., 22' reach<br>Regular Hours   | Cat 326                              | 0        | HR            | \$ 185.00   | \$ -        |
| 4.   | Hydraulic Long Reach Excavator and operator, minimum of 188 H.P., 22' reach<br>Over Time Hours | Cat 326                              | 0        | HR            | \$ 213.00   | \$ -        |
| 5.   | On-Highway Tri Axle Dump Truck #1 minimum of 250 H.P. and driver -<br>Regular Hours            | Tri Axle                             | 0        | HR            | \$ 145.00   | \$ -        |
| 6.   | On-Highway Tri Axle Dump Truck #1 minimum of 250 H.P. and driver -<br>Over Time Hours          | Tri Axle                             | 0        | HR            | \$ 169.00   | \$ -        |
|      | #1 Laborer with Chain Saw, Hand Tools, & Flagging Equipment -<br>Regular Hours                 |                                      | 0        | HR            | \$ 48.00    | \$ -        |
| 7.   | #1 Laborer with Chain Saw, Hand Tools, & Flagging Equipment -<br>Over Time Hours               |                                      | 0        | HR            | \$ 72.00    | \$ -        |
| 8.   | #2 Laborer with Chain Saw, Hand Tools, & Flagging Equipment -<br>Regular Hours                 |                                      | 0        | HR            | \$ 48.00    | \$ -        |
| 9.   | #2 Laborer with Chain Saw, Hand Tools, & Flagging Equipment -<br>Over Time Hours               |                                      | 0        | HR            | \$ 72.00    | \$ -        |
| 10.  | Skid Steer with grapple bucket and operator. Minimum of 65 H.P.<br>Regular Hours               | Bobcat 770                           | 0        | HR            | \$ 125.00   | \$ -        |
| 11.  | Skid Steer with grapple bucket and operator. Minimum of 65 H.P.<br>Over Time Hours             | Bobcat 770                           | 0        | HR            | \$ 149.00   | \$ -        |
| 12.  | Low Boy or Tag-along Trailer<br>Regular Hours                                                  |                                      | 0        | HR            | \$ 172.00   | \$ -        |
| 13.  | Low Boy or Tag-along Trailer<br>Over Time Hours                                                |                                      | 0        | HR            | \$ 196.00   | \$ -        |
| 14.  | JD 250 or Equivalent<br>Regular Hours                                                          | JD 250                               | 0        | HR            | \$ 185.00   | \$ -        |
| 15.  | JD 250 or Equivalent<br>Over Time Hours                                                        | JD 250                               | 0        | HR            | \$ 213.00   | \$ -        |
| 16.  | CAT320 or Equivalent<br>Regular Hours                                                          | CAT 320                              | 0        | HR            | \$ 175.00   |             |
| 17.  | CAT320 or Equivalent<br>Over Time Hours                                                        | CAT 320                              | 0        | HR            | \$ 203.00   |             |
| 18.  | Triaxle Picker Truck<br>Regular Hours                                                          | Tri Axle Picker Truck                | 0        | HR            | \$ 165.00   |             |
| 19.  | Triaxle Picker Truck<br>Over Time Hours                                                        | Tri Axle Picker Truck                | 0        | HR            | \$ 189.00   |             |
| 20.  | #1 Triaxle Dump Truck<br>Regular Hours                                                         | Tri Axle                             | 0        | HR            | \$ 145.00   |             |
| 21.  | #1 Triaxle Dump Truck<br>Over Time Hours                                                       | Tri Axle                             | 0        | HR            | \$ 169.00   |             |
| 22.  | #2 Triaxle Dump Truck<br>Regular Hours                                                         | Tri Axle                             | 0        | HR            | \$ 145.00   |             |
| 23.  | #2 Triaxle Dump Truck<br>Over Time Hours                                                       | Tri Axle                             | 0        | HR            | \$ 169.00   |             |
| 24.  | JD 210 Rotobec<br>Regular Hours                                                                | JD 210 Rotobec                       | 0        | HR            | \$ 235.00   |             |
| 25.  | JD 210 Rotobec<br>Over Time Hours                                                              | JD 210 Rotobec                       | 0        | HR            | \$ 263.00   |             |
| 26.  | #1 Laborer with Hand Tools<br>Regular Hours                                                    |                                      | 0        | HR            | \$ 48.00    |             |
| 27.  | #1 Laborer with Hand Tools<br>Over Time Hours                                                  |                                      | 0        | HR            | \$ 72.00    |             |
| 28.  | #2 Laborer with Hand Tools<br>Regular Hours                                                    |                                      | 0        | HR            | \$ 48.00    |             |
| 29.  | #2 Laborer with Hand Tools<br>Over Time Hours                                                  |                                      | 0        | HR            | \$ 72.00    |             |
| 30.  | Swam Mats                                                                                      |                                      | 0        | EA            | \$ 750.00   |             |
| 31.  | T14 Morooka<br>Regular Hours                                                                   | T14 Morooka                          | 0        | HR            | \$ 195.00   |             |
| 32.  | T14 Morooka<br>Over Time Hours                                                                 | T14 Morooka                          | 0        | HR            | \$ 223.00   |             |
| 33.  | 721 Wheel Loader<br>Regular Hours                                                              | 721 Wheel Loader                     | 0        | HR            | \$ 145.00   |             |
| 34.  | 721 Wheel Loader<br>Over Time Hours                                                            | 721 Wheel Loader                     | 0        | HR            | \$ 173.00   |             |
| 35.  | Case 1150 Track Loader<br>Regular Hours                                                        | Case 1150 Track Loader               | 0        | HR            | \$ 175.00   |             |
| 36.  | Case 1150 Track Loader<br>Over Time Hours                                                      | Case 1150 Track Loader               | 0        | HR            | \$ 203.00   |             |
| 37.  | CAT 313F (89HP) or Equivalent<br>Regular Hours                                                 | Cat 313 F                            | 0        | HR            | \$ 165.00   |             |
| 38.  | CAT 313F (89HP) or Equivalent<br>Over Time Hours                                               | Cat 313 F                            | 0        | HR            | \$ 193.00   |             |
| 39.  | Straw                                                                                          |                                      | 0        | Bale          | \$ 10.00    |             |
|      |                                                                                                |                                      |          |               |             |             |
|      |                                                                                                |                                      |          |               |             |             |
| 11.  | Mobilization/Demobilization                                                                    | N/A                                  | 1        | LS            | \$ 3,500.00 | \$ 3,500.00 |
|      |                                                                                                |                                      |          | <b>Total:</b> |             | \$ 3,500.00 |

Unit Definitions: LS = Lump Sum, LF = Linear Foot, CF = Cubic Feet, SF = Square Feet, CY = Cubic Yards, EA = Each, MO = Month, TN = Ton(s), AC = Acre(s),

HR = Hours



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
7/13/2026

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 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  
Bond Insurance Agency  
104 Adams St  
Fairmont WV 26554

CONTACT NAME: Shell Anderson  
PHONE (A/C No. Ext): 304-363-1900 FAX (A/C No.): 304-363-6099  
E-MAIL ADDRESS: mboone@unitedsecurityagency.com

INSURED  
Jennings Excavating Inc  
PO Box 86  
Newburg WV 26410

JENNEXC-01

| INSURER(S) AFFORDING COVERAGE   | NAIC # |
|---------------------------------|--------|
| INSURER A: ERIE INSURANCE GROUP | 26830  |
| INSURER B: TRAVELERS            | 25674  |
| INSURER C:                      |        |
| INSURER D:                      |        |
| INSURER E:                      |        |
| INSURER F:                      |        |

## COVERAGES

CERTIFICATE NUMBER: 981498693

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                                                                                                                                                                                                                                                      | ADOL SUBR INSD WVD                                                                | POLICY NUMBER              | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS                                                                                                                                                                                                                                           |
|----------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------|----------------------------|-------------------------|-------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A        | COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br>OTHER:   |                                                                                   | Q81-0380730                | 4/15/2026               | 4/15/2027               | EACH OCCURRENCE \$ 1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000<br>MED EXP (Any one person) \$ 5,000<br>PERSONAL & ADV INJURY \$ 1,000,000<br>GENERAL AGGREGATE \$ 2,000,000<br>PRODUCTS - COMP/OP AGG \$ 2,000,000<br>\$ |
| A        | AUTOMOBILE LIABILITY<br><input checked="" type="checkbox"/> ANY AUTO<br><input type="checkbox"/> ALL OWNED AUTOS<br><input checked="" type="checkbox"/> HIRED AUTOS<br><input type="checkbox"/> SCHEDULED AUTOS<br><input checked="" type="checkbox"/> NON-OWNED AUTOS |                                                                                   | Q04-8540049                | 4/15/2026               | 4/15/2027               | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>\$                                                                                  |
| A B      | UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB<br><input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0                                                                                                                       | <input checked="" type="checkbox"/> OCCUR<br><input type="checkbox"/> CLAIMS-MADE | Q28-8570093<br>EX-C6693528 | 4/15/2026<br>3/4/2026   | 4/15/2027<br>4/15/2027  | EACH OCCURRENCE \$ 10,000,000<br>AGGREGATE \$ 10,000,000<br>\$                                                                                                                                                                                   |
| A        | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below                                                                                 | Y/N <input type="checkbox"/> N/A                                                  | Q88-1601604                | 4/15/2026               | 4/15/2027               | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER WV Board Form EL<br>E.L. EACH ACCIDENT \$ 1,000,000<br>E.L. DISEASE - EA EMPLOYEE \$ 1,000,000<br>E.L. DISEASE - POLICY LIMIT \$ 1,000,000                       |
| A        | Motor Truck Cargo<br>Leased/Rented Equip.<br>Pollution Liability                                                                                                                                                                                                       |                                                                                   | Q04-8540049<br>Q81-0380730 | 4/15/2026<br>4/15/2026  | 4/15/2027<br>4/15/2027  | Each Occurrence \$1,000,000<br>Deductible/Aggregate \$2,500/\$250,000<br>Condition/Aggregate \$1M/\$2M                                                                                                                                           |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Umbrella - Q28-8570093 - \$10,000,000 & Excess Liability-EXC6693528-\$10,000,000

WV Broad form coverage applies to Employers Liability

## CERTIFICATE HOLDER

## CANCELLATION

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

Shell R. Anderson



# CONTRACTOR LICENSE

AUTHORIZED BY THE  
West Virginia Contractor  
Licensing Board

NUMBER: WV024892

**CLASSIFICATION:**

EXCAVATION  
SPECIALTY

JENNINGS EXCAVATING INC  
2255 N MOUNTAINEER HWY  
NEWBURG, WV 26410

DATE ISSUED

NOVEMBER 15, 2025

EXPIRATION DATE

NOVEMBER 15, 2026

Authorized Signature

Chair, 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-transferable. This license is being issued under the provisions of West Virginia Code, Chapter 30, Article 42.