

EXHIBIT A – PRICING PAGE  
Cacapon Resort State Park  
Paving Project

Name of Vendor:

P & W EXCAVATING, INC.

Address of Vendor:

PO BOX 712  
MCCONNELLSBURG PA 17233

Phone Number of  
Vendor:

717-485-5141

WV Contractors License  
No.

**WV-** 001044

We, the undersigned, having examined the site and being familiar with the local conditions affecting the cost of the work and also being familiar with the general conditions to bidders, drawings, and specifications, hereby proposes to furnish all materials, equipment, and labor to complete all work in a workmanlike manner, as described in the Bidding documents.

**“A” Base Bid**

The Base Bid shall consist of all the work described in the Project Manual, pre-bid, and any addendums.

**Total Base Bid:**

Lump sum for all labor, materials, and equipment needed for a complete paving job.

**Written in numbers.**

\$257,460.00

**Total Base Bid: “A”**

Lump sum for all labor, materials, and equipment as needed for a complete paving job.

**Written in words.**

Two Hundred Fifty-Seven Thousand  
Four Hundred Sixty Dollars  
And Zero Cents

EXHIBIT A – PRICING PAGE  
Cacapon Resort State Park  
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**UNIT PRICE #1:**

The Unit Price shall consist of all the work described in the Project Manual.  
Provide a unit price for each 10 square feet of 1 ½ inch layer of asphalt wearing course.

**Unit Price:** Provide a unit price for each 10 square feet of 1 ½ inch layer of asphalt wearing course.

**written in numbers.**

\$8.40

**Unit Price:** Provide a unit price for each 10 square feet of 1 ½ inch layer of asphalt wearing course.

**written in words.**

Eight Dollars And Forty Cents

**UNIT PRICE #2:**

The Unit Price shall consist of all the work described in the Project Manual. Provide a unit price for each 10 square feet of excavated and backfilled area with a 6-inch layer of compacted aggregate bedding.

**Unit Price:** Provide a price for each 10 square feet of excavated and backfilled area with a 6-inch layer of compacted aggregate bedding.

**written in numbers.**

\$18.10

**Unit Price:** Provide a price for each 10 square feet of excavated and backfilled area with a 6-inch layer of compacted aggregate bedding.

**written in words.**

Eighteen Dollars And Ten Cents

Unit Prices shall be used solely for the negotiations of any requested Change Orders subsequent to the award of the Contract. Any contract issued as a result of this bid will contain the amount of the base bid and any approved alternates.

EXHIBIT A – PRICING PAGE  
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Paving Project

**Additive/Deductive Alternates**

The Alternate Bid shall consist of all the work described in the Project Manual.

**“B” Alternate No. 1** - Provide a lump sum cost to pave walkways to Cabins 1 through 12.

**Total Alternate No. 1 Bid:**

Provide a lump sum cost to pave walkways to Cabins 1 through 12.

**Written in numbers.**

\$18,155.00

**Total Alternate No. 1 Bid:**

**“B”** Provide a lump sum cost to pave walkways to Cabins 1 through 12.

**Written in words.**

Eighteen Thousand One Hundred Fifty-Five Dollars  
And Zero Cents

**Total Bid Amount is the TOTALS of A + B =**

**\$** 275,615.00

The bidder understands that to the extent allowed by the West Virginia Code, the Owner reserves the right to waive any informality or irregularity in any Bid, or Bids, and to reject any or all Bids in whole or in part; to reject a bid not accompanied by the required bid security or by other data required by the Bidding Documents; to reject any condition of the bid by the Bidder that is in any way inconsistent with the requirements, terms and conditions of the Bidding Documents; or to reject a bid that is in any way incomplete or irregular.

The award of this contract is contingent upon availability of funds. We anticipate these funds to be available prior to bid opening; however, due to events beyond the control of this Agency, there could be a delay or cancellation of the award.

Any work performed or any materials contracted for prior to the receipt of the Owner's written Notice to Proceed, shall be at the Bidder's risk.



**State of West Virginia  
Request For Quotation  
Construction**

**Procurement Folder :** 677882

**Document Description :** Cacapon Resort SP - Cabin Driveway & Sidewalk Paving

**Procurement Type :** Agency Contract - Fixed Amt

| Date Issued | Solicitation Closes    | Solicitation No         | Version | Phase |
|-------------|------------------------|-------------------------|---------|-------|
| 2020-01-16  | 2020-02-18<br>13:30:00 | ARFQ 0310 DNR2000000029 | 1       | Final |

| SUBMIT RESPONSES TO:                                                                                                                  | VENDOR                                    |
|---------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------|
| BID RESPONSE<br>DIVISION OF NATURAL RESOURCES<br>PROPERTY & PROCUREMENT OFFICE<br>324 4TH AVE<br>SOUTH CHARLESTON WV 25303-1228<br>US | <b>Vendor Name, Address and Telephone</b> |

**FOR INFORMATION CONTACT THE**  
 James H Adkins  
 (304) 558-3397  
 jamie.h.adkins@wv.gov

Signature *Frank Plessinger* FEIN # 25-1221071 DATE 03/02/2020



**State of West Virginia  
Request For Quotation  
Construction**

**Procurement Folder :** 677882

**Document Description :** Addendum No.01 - Cacapon SP - Cabin Drive & Sidewalk Paving

**Procurement Type :** Agency Contract - Fixed Amt

| Date Issued | Solicitation Closes    | Solicitation No         | Version | Phase |
|-------------|------------------------|-------------------------|---------|-------|
| 2020-02-06  | 2020-03-04<br>13:30:00 | ARFQ 0310 DNR2000000029 | 2       | Draft |

| SUBMIT RESPONSES TO:                                                                                                                  | VENDOR                             |
|---------------------------------------------------------------------------------------------------------------------------------------|------------------------------------|
| BID RESPONSE<br>DIVISION OF NATURAL RESOURCES<br>PROPERTY & PROCUREMENT OFFICE<br>324 4TH AVE<br>SOUTH CHARLESTON WV 25303-1228<br>US | Vendor Name, Address and Telephone |

**FOR INFORMATION CONTACT THE**

James H Adkins  
 (304) 558-3397  
 jamie.h.adkins@wv.gov

Signature X *Frank Plesinger* FEIN # 25-1221071

DATE 03/02/2020

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

**BID BOND**

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, P & W Excavating, Inc.  
of P.O. Box 712, McConnellsburg, PA 17233, as Principal, and Hartford Fire Insurance Company  
of One Hartford Plaza, Hartford, CT 06155, a corporation organized and existing under the laws of the State of Connecticut with its principal office in the City of Hartford, as Surety, are held and firmly bound unto the State of West Virginia, as Obligee, in the penal sum of Five percent of amount bid----- (\$ 5% -----) for the payment of which, well and truly to be made, we jointly and severally bind ourselves, our heirs, administrators, executors, successors and assigns.

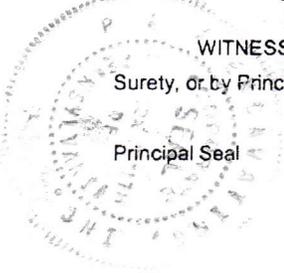
The Condition of the above obligation is such that whereas the Principal has submitted to the Purchasing Section of the Department of Administration a certain bid or proposal, attached hereto and made a part hereof, to enter into a contract in writing for Cacapon Resort State Park Cabin Driveway & Sidewalk Paving  
Berkeley Springs, WV

NOW THEREFORE,

- (a) If said bid shall be rejected, or
- (b) If said bid shall be accepted and the Principal shall enter into a contract in accordance with the bid or proposal attached hereto and shall furnish any other bonds and insurance required by the bid or proposal, and shall in all other respects perform the agreement created by the acceptance of said bid, then this obligation shall be null and void, otherwise this obligation shall remain in full force and effect. It is expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for the value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Obligee may accept such bid, and said Surety does hereby waive notice of any such extension.

WITNESS, the following signatures and seals of Principal and Surety, executed and sealed by a proper officer of Principal and Surety, or by Principal individually if Principal is an individual, this 4th day of March, 2020.



Principal Seal

P & W Excavating, Inc.  
(Name of Principal)

By Frank Rosinger  
(Must be President, Vice President, or Duly Authorized Agent)

PRESIDENT  
(Title)



Surety Seal

Hartford Fire Insurance Company  
(Name of Surety)

Julie Holland  
Julie Holland Attorney-in-Fact

**IMPORTANT - Surety executing bonds must be licensed in West Virginia to transact surety insurance, must affix its seal, and must attach a power of attorney with its seal affixed.**

# POWER OF ATTORNEY

Direct Inquiries/Claims to:

**THE HARTFORD**

Bond T-4

One Hartford Plaza

Hartford, Connecticut 06155

call: 888-266-3488 or fax: 860-757-5835

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Code: 20-245912

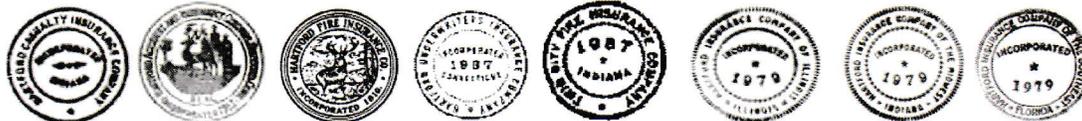
- Hartford Fire Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- Hartford Casualty Insurance Company, a corporation duly organized under the laws of the State of Indiana
- Hartford Accident and Indemnity Company, a corporation duly organized under the laws of the State of Connecticut
- Hartford Underwriters Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- Twin City Fire Insurance Company, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of Illinois, a corporation duly organized under the laws of the State of Illinois
- Hartford Insurance Company of the Midwest, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of the Southeast, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, **up to the amount of** Unlimited :

Betty J. Stewart, Johnny H. Thompson, Donald S. Denbo, Julie Holland, David E. Armstrong, W. Robert Medling Jr. of BRENTWOOD, Tennessee

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by , and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

**In Witness Whereof**, and as authorized by a Resolution of the Board of Directors of the Companies on August 1, 2009, the Companies have caused these presents to be signed by its Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



*Wesley W. Cowling*

Wesley W. Cowling, Assistant Secretary

*M. Ross Fisher*

M. Ross Fisher, Vice President

STATE OF CONNECTICUT

COUNTY OF HARTFORD

} ss. Hartford

On this 12th day of July, 2012, before me personally came M. Ross Fisher, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.



CERTIFICATE

*Kathleen T. Maynard*

Kathleen T. Maynard  
Notary Public

My Commission Expires July 31, 2016

I, the undersigned, Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of *March 4, 2020*  
Signed and sealed at the City of Hartford.



*Gary W. Stumper*

Gary W. Stumper, Vice President

ADDENDUM ACKNOWLEDGEMENT FORM  
SOLICITATION NO.: ARFQ DNR20\*29

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received:

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

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

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

P & W EXCAVATING INC  
Company

*Prakash Plessinger*  
Authorized Signature

MARCH 2, 2020  
Date

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

## ADDITIONAL TERMS AND CONDITIONS (Construction Contracts Only)

**1. CONTRACTOR'S LICENSE:** W. Va. Code § 21-11-2 requires that all persons desiring to perform contracting work in this state be licensed. The West Virginia Contractors Licensing Board is empowered to issue the contractor's license. Applications for a contractor's license may be made by contacting the West Virginia Division of Labor. W. Va. Code § 21-11-11 requires any prospective Vendor to include the contractor's license number on its bid. If an apparent low bidder fails to submit a license number in accordance with this section, the Property and Procurement Office will promptly request by telephone and electronic mail that the low bidder and the second low bidder provide the license number within one business day of the request. Failure of the bidder to provide the license number within one business day of receiving the request shall result in disqualification of the bid. Vendors should include a contractor's license number in the space provided below.

Contractor's Name: P & W EXCAVATING INC

Contractor's License No.: WV- WV001044

The apparent successful Vendor must furnish a copy of its contractor's license prior to the issuance of a contract award document.

**2. DRUG-FREE WORKPLACE AFFIDAVIT:** W. Va. Code § 21-1D-5 provides that any solicitation for a public improvement contract requires each Vendor that submits a bid for the work to submit an affidavit that the Vendor has a written plan for a drug-free workplace policy. If the affidavit is not submitted with the bid submission, the Property and Procurement Office shall promptly request by telephone and electronic mail that the low bidder and second low bidder provide the affidavit within one business day of the request. Failure to submit the affidavit within one business day of receiving the request shall result in disqualification of the bid. To comply with this law, Vendor should complete the enclosed drug-free workplace affidavit and submit the same with its bid. Failure to submit the signed and notarized drugfree workplace affidavit or a similar affidavit that fully complies with the requirements of the applicable code, within one (1) business day of being requested to do so shall result in disqualification of Vendor's bid. Pursuant to W. Va. Code 21-1D-2(b) and (k), this provision does not apply to public improvement contracts the value of which is \$100,000 or less or temporary or emergency repairs.

**2.1. DRUG-FREE WORKPLACE POLICY:** Pursuant to W. Va. Code § 21-1D-4, Vendor and its subcontractors must implement and maintain a written drug-free workplace policy that complies with said article. The awarding public authority shall cancel this contract if: (1) Vendor fails to implement and maintain a written drug-free workplace policy described in the preceding paragraph, (2) Vendor fails to provide information regarding implementation of its drug-free workplace policy at the request of the public authority; or (3) Vendor provides to the public authority false information regarding the contractor's drug-free workplace policy.

Pursuant to W. Va. Code 21-1D-2(b) and (k), this provision does not apply to public improvement contracts the value of which is \$100,000 or less or temporary or emergency repairs.

**3. DRUG FREE WORKPLACE REPORT:** Pursuant to W. Va. Code § 21-1D-7b, no less than once per year, or upon completion of the project, every contractor shall provide a certified report to the public authority which let the contract. For contracts over \$25,000, the public authority shall be

# CONTRACTOR LICENSE

Authorized by the

**West Virginia Contractor Licensing Board**

**Number:** WV001044

**Classification:**

GENERAL ENGINEERING  
EXCAVATION  
ASPHALT

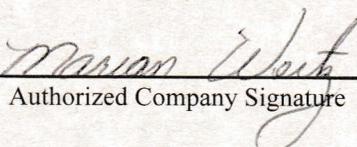
P & W EXCAVATING INC  
DBA P & W EXCAVATING INC  
PO BOX 712  
MC CONNELLSBURG, PA 17233-0712

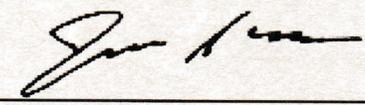
**Date Issued**

**Expiration Date**

OCTOBER 18, 2019

OCTOBER 18, 2020

  
Authorized Company Signature

  
Chair, West Virginia Contractor  
Licensing Board

**WEST VIRGINIA  
CONTRACTOR  
LICENSING  
BOARD**

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

1. Vendor must identify principal service personnel which will be issued access cards and/or keys to perform service.
2. Vendor will be responsible for controlling cards and keys and will pay replacement fee, if the cards or keys become lost or stolen.
3. Vendor shall notify Agency immediately of any lost, stolen, or missing card or key.
4. Anyone performing under this Contract will be subject to Agency's security protocol and procedures.
5. Vendor shall inform all staff of Agency's security protocol and procedures.

**11. MISCELLANEOUS:**

1. **Contract Manager:** During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

**Contract Manager:** TRAVIS LIPPY

**Telephone Number:** 717-485-5141

**Fax Number:** 717-485-5196

**Email Address:** pwdig@pwexcav.com

**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.

Travis Lippy P.M.  
(Name, Title)

TRAVIS LIPPY PROJECT MANAGER  
(Printed Name and Title)

PO BOX 712 MCCONNELLSBURG PA 17233  
(Address)

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

pwdig@pwexcav.com  
(email address)

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

P & W EXCAVATING INC  
(Company)

Frank Plessinger  
(Authorized Signature) (Representative Name, Title)

FRANK PLESSINGER PRESIDENT  
(Printed Name and Title of Authorized Representative)

MARCH 2, 2020  
(Date)

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



**State of West Virginia**  
**DRUG FREE WORKPLACE CONFORMANCE AFFIDAVIT**  
**West Virginia Code §21-1D-5**

**STATE OF WEST VIRGINIA,**

**COUNTY OF MORGAN, TO-WIT:**

I, FRANK PLESSINGER, after being first duly sworn, depose and state as follows:

1. I am an employee of P & W EXCAVATING INC; and,  
(Company Name)
2. I do hereby attest that P & W EXCAVATING INC  
(Company Name)

maintains a written plan for a drug-free workplace policy and that such plan and policy are in compliance with **West Virginia Code §21-1D**.

The above statements are sworn to under the penalty of perjury.

Printed Name: FRANK PLESSINGER

Signature: *Frank Plessinger*

Title: PRESIDENT

Company Name: P & W EXCAVATING INC

Date: MARCH 2, 2020

Taken, subscribed and sworn to before me this 2<sup>nd</sup> day of March, 2020.

By Commission expires 10/3/21

(Seal)

*Marian L. Wertz*  
(Notary Public)

COMMONWEALTH OF PENNSYLVANIA  
 NOTARIAL SEAL  
 Marian L. Wertz, Notary Public  
 Ayr Twp., Fulton County Rev. July 7, 2017  
 My Commission Expires Oct. 3, 2021  
 MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

STATE OF WEST VIRGINIA  
Purchasing Division

# PURCHASING AFFIDAVIT

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

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

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

**DEFINITIONS:**

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

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

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

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

**WITNESS THE FOLLOWING SIGNATURE:**

Vendor's Name: P & W EXCAVATING INC

Authorized Signature: *Frank Bessinger* Date: MARCH 2, 2020

State of PENNSYLVANIA

County of FULTON, to-wit:

Taken, subscribed, and sworn to before me this 2<sup>nd</sup> day of MARCH, 2020

My Commission expires 10/3/21, 20  .

**AFFIX SEAL HERE**

**NOTARY PUBLIC** *Marian L. Wertz*

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





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/27/2020

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

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

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

**COVERAGES**

CERTIFICATE NUMBER: CL19121117158

REVISION NUMBER:

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

| INSR LTR | TYPE OF INSURANCE                                                                                                                                                                                                                                                                                                      | ADDL INSD                                    | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS                                                                          |              |
|----------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------|----------|---------------|-------------------------|-------------------------|---------------------------------------------------------------------------------|--------------|
| A        | <input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b><br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br>OTHER: |                                              |          | Q37-0155955   | 01/01/2020              | 01/01/2021              | EACH OCCURRENCE                                                                 | \$ 1,000,000 |
|          |                                                                                                                                                                                                                                                                                                                        |                                              |          |               |                         |                         | DAMAGE TO RENTED PREMISES (Ea occurrence)                                       | \$ 1,000,000 |
|          |                                                                                                                                                                                                                                                                                                                        |                                              |          |               |                         |                         | MED EXP (Any one person)                                                        | \$ 5,000     |
|          |                                                                                                                                                                                                                                                                                                                        |                                              |          |               |                         |                         | PERSONAL & ADV INJURY                                                           | \$ 1,000,000 |
|          |                                                                                                                                                                                                                                                                                                                        |                                              |          |               |                         |                         | GENERAL AGGREGATE                                                               | \$ 2,000,000 |
|          |                                                                                                                                                                                                                                                                                                                        |                                              |          |               |                         |                         | PRODUCTS - COMP/OP AGG                                                          | \$ 2,000,000 |
|          |                                                                                                                                                                                                                                                                                                                        |                                              |          |               |                         |                         | Employee Benefits                                                               | \$ 1,000,000 |
| A        | <b>AUTOMOBILE LIABILITY</b><br><input checked="" type="checkbox"/> ANY AUTO<br><input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS<br><input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY                                     |                                              |          | Q01-0141066   | 01/01/2020              | 01/01/2021              | COMBINED SINGLE LIMIT (Ea accident)                                             | \$ 1,000,000 |
|          |                                                                                                                                                                                                                                                                                                                        |                                              |          |               |                         |                         | BODILY INJURY (Per person)                                                      | \$           |
|          |                                                                                                                                                                                                                                                                                                                        |                                              |          |               |                         |                         | BODILY INJURY (Per accident)                                                    | \$           |
|          |                                                                                                                                                                                                                                                                                                                        |                                              |          |               |                         |                         | PROPERTY DAMAGE (Per accident)                                                  | \$           |
|          |                                                                                                                                                                                                                                                                                                                        |                                              |          |               |                         |                         | Uninsured motorist BI-                                                          | \$ 1,000,000 |
| A        | <input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR<br><input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE<br>DED RETENTION \$                                                                                                                    |                                              |          | Q25-0173308   | 01/01/2020              | 01/01/2021              | EACH OCCURRENCE                                                                 | \$ 3,000,000 |
|          |                                                                                                                                                                                                                                                                                                                        |                                              |          |               |                         |                         | AGGREGATE                                                                       | \$ 3,000,000 |
|          |                                                                                                                                                                                                                                                                                                                        |                                              |          |               |                         |                         |                                                                                 | \$           |
| A        | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below                                                                                                                          | Y/N<br><input checked="" type="checkbox"/> Y | N/A      | Q85-0108801   | 01/01/2020              | 01/01/2021              | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER |              |
|          |                                                                                                                                                                                                                                                                                                                        |                                              |          |               |                         |                         | E.L. EACH ACCIDENT                                                              | \$ 1,000,000 |
|          |                                                                                                                                                                                                                                                                                                                        |                                              |          |               |                         |                         | E.L. DISEASE - EA EMPLOYEE                                                      | \$ 1,000,000 |
|          |                                                                                                                                                                                                                                                                                                                        |                                              |          |               |                         |                         | E.L. DISEASE - POLICY LIMIT                                                     | \$ 1,000,000 |
| A        | <b>BLANKET LEASED EQUIPMENT</b>                                                                                                                                                                                                                                                                                        |                                              |          | Q37-0155955   | 01/01/2020              | 01/01/2021              | DED: \$500                                                                      | \$200,000    |

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

RE: ARFQ 0310 DNR200000029

Division of Natural Resources is included as Additional Insured when required by written contract for the General Liability as respects to work performed by named insured per attached UL-RH endorsement.

**CERTIFICATE HOLDER****CANCELLATION**

|                                                                                                                 |                                                                                                                                                                                                                                                                                          |
|-----------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Division of Natural Resources Property &<br>Procurement Office<br>324 4th Ave<br>South Charleston WV 25303-1228 | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.<br><br>AUTHORIZED REPRESENTATIVE<br> |
|-----------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

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AGENCY CUSTOMER ID: 00004383

LOC #: \_\_\_\_\_



# ADDITIONAL REMARKS SCHEDULE

Page \_\_\_\_ of \_\_\_\_

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

## ADDITIONAL REMARKS

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**  
**FORM NUMBER:** 25      **FORM TITLE:** Certificate of Liability Insurance: Notes

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

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

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

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

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

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

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

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

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

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

This insurance does not apply to:

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

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

2. "Bodily injury" or "property damage" occurring after:

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

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

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

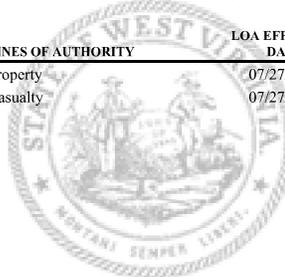
1. Required by the contract or agreement described in Paragraph **A.1.**; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

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

State of West Virginia  
 License No: 2060387 Agent License NPN: 2060387  
**JOHN M. BOWERS**

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



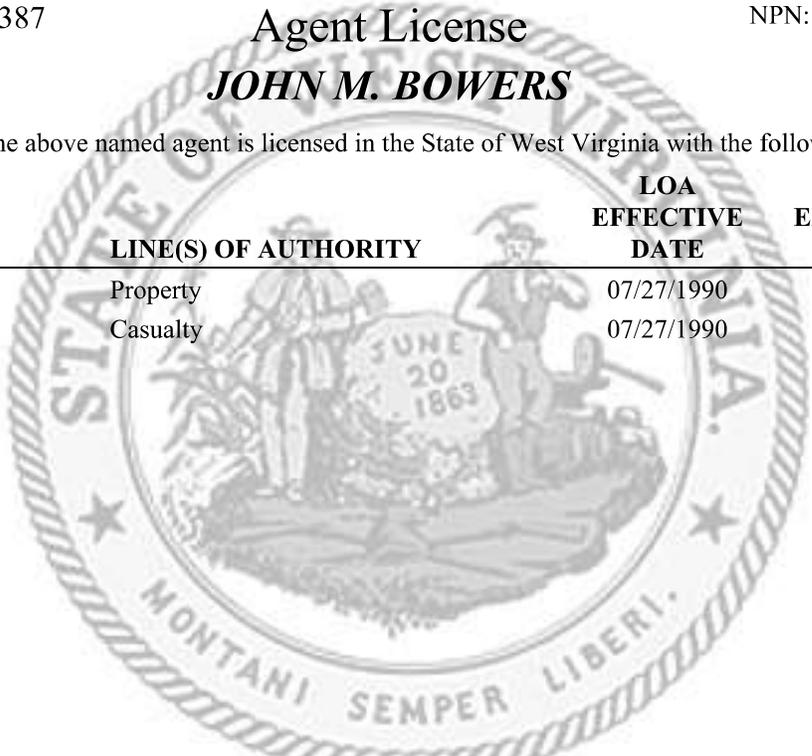
JOHN M. BOWERS  
 22102 WHITESTONE COURT  
 SMITHSBURG MD 21783-1586

State of West Virginia  
 Agent License  
**JOHN M. BOWERS**

License No: 2060387 NPN: 2060387

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

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



Please visit [sbs-wv.naic.org/Lion-Web/jsp/sbsreports/AgentLookup.jsp](http://sbs-wv.naic.org/Lion-Web/jsp/sbsreports/AgentLookup.jsp) for the current status of this license.

Solicitation Response(SR) Dept: 0310 ID: ESR0303200000005032 Ver.: 1 Function: New Phase: Final

Modified by batch , 03/04/2020

Header 12

General Information Contact Default Values Discount Document Information

|                                                         |                                                                                                    |
|---------------------------------------------------------|----------------------------------------------------------------------------------------------------|
| <b>Procurement Folder:</b><br>677882                    | <b>SO Doc Code:</b><br>ARFQ                                                                        |
| <b>Procurement Type:</b><br>Agency Contract - Fixed Amt | <b>SO Dept:</b><br>0310                                                                            |
| <b>Vendor ID:</b><br>00000160318                        | <b>SO Doc ID:</b><br>DNR2000000029                                                                 |
| <b>Legal Name:</b><br>P&W EXCAVATING INC                | <b>Published Date:</b><br>2/6/20                                                                   |
| <b>Alias/DBA:</b>                                       | <b>Close Date:</b><br>3/4/20                                                                       |
| <b>Total Bid:</b><br>\$0.00                             | <b>Close Time:</b><br>13:30                                                                        |
| <b>Response Date:</b><br>03/03/2020                     | <b>Status:</b><br>Closed                                                                           |
| <b>Response Time:</b><br>12:11                          | <b>Solicitation Description:</b><br>Addendum No.01 - Cacapon SP -<br>Cabin Drive & Sidewalk Paving |
|                                                         | <b>Total of Header Attachments:</b><br>12                                                          |
|                                                         | <b>Total of All Attachments:</b><br>12                                                             |