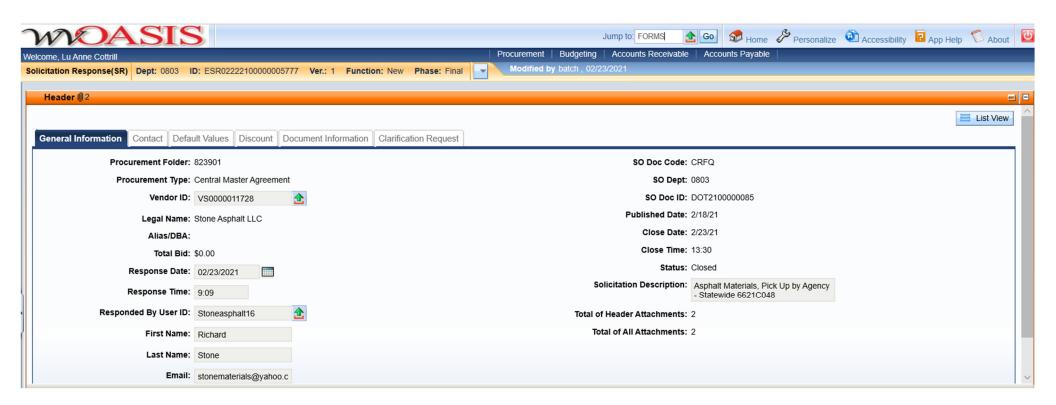


2019 Washington Street, East Charleston, WV 25305 Telephone: 304-558-2306 General Fax: 304-558-6026

Bid Fax: 304-558-3970

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





State of West Virginia Solicitation Response

Proc Folder: 823901

Solicitation Description: Asphalt Materials, Pick Up by Agency - Statewide 6621C048

Proc Type: Central Master Agreement

 Solicitation Closes
 Solicitation Response
 Version

 2021-02-23 13:30
 SR 0803 ESR02222100000005777
 1

VENDOR

VS0000011728 Stone Asphalt LLC

Solicitation Number: CRFQ 0803 DOT2100000085

Total Bid: 0 Response Date: 2021-02-23 Response Time: 09:09:37

Comments:

FOR INFORMATION CONTACT THE BUYER

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

Vendor Signature X

FEIN# DATE

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

 Date Printed:
 Feb 23, 2021
 Page: 1
 FORM ID: WV-PRC-SR-001 2020/05

1 Asphalts 0.00000 TON 1.000000 0.00	Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
7 Aprilia C. Cocco Terr	1	Asphalts	0.00000	TON	1.000000	0.00

Comm Code	Manufacturer	Specification	Model #	
30121600				

Commodity Line Comments:

Extended Description:

Asphalts

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
2	Asphalt	0.00000	TON	1.000000	0.00

Comm Code	Manufacturer	Specification	Model #	
30121601				

Commodity Line Comments:

Extended Description:

Asphalt

Date Printed: Feb 23, 2021 Page: 2 FORM ID: WV-PRC-SR-001 2020/05

Asphalt Materials Pick Up by Agency ATTACHMENT A PRICING PAGE (ATT A)

VENDOR INSTRUCTIONS:

<u>Vendor shall complete Parts I, II and III below in their entirety</u>. Failure to provide the Asphalt Plant Name and Asphalt Plant Location will result in the <u>disqualification</u> of corresponding Contract Items. Vendor must complete a seperate Pricing Page (ATT A) for EVERY sourced Asphalt Plant providing Contract Items for pick up by WVDOH forces.

PART I: VENDOR & ASPHALT PLANT INFORMATION (Required)

Vendor Name:	STONE ASPHALT, LLC
Asphalt Plant Name:	STONE ASPHALT, LLC
Asphalt Plant Location:	164 V.I.P. DRIVE MASONTOWN, WV 26542
(911 Address)	164 V.I.P. DRIVE MASONTOWN, WV 26542

PART II: WVDOH DISTRICTS SERVED BY ABOVE ASPHALT PLANT (Required). Mark all Districts which include one or more counties served by the Asphalt Plant listed above in Part I.

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

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

Contract Item #	Contract Item Description	Unit of Measure	List Price
Α	Asphalt Section 401 - Base I	TON	48.50
В	Asphalt Section 401 - 25mm Superpave	TON	54.00
С	Asphalt Section 401 - Base II	TON	50.05
D	Asphalt Section 401 - Patch and Level	TON	50.05
Е	Asphalt Section 401 - Wearing IV	TON	50.60
F	Asphalt Section 402 - Wearing IV	TON	54.90
G	Asphalt Section 401 - 19mm Superpave	TON	55.25
Η	Asphalt Section 401 - Scratch Course	TON	53.55
I	Asphalt Section 402 - 9.5mm Superpave	TON	56.25
J	Asphalt Section 401 - Wearing 1	TON	53.55
K	Asphalt Section 402 - Wearing 1	TON	56.05
L	Asphalt Section 401 - 4.75mm Superpave	TON	86.00
М	Asphalt Section 402 - 4.75mm Superpave	TON	91.00
N	Asphalt Section 401 - Wearing III	TON	68.00
0	Asphalt Section 402 - Wearing III	TON	75.00
Р	Asphalt Section 401 - 12.5mm Superpave	TON	58.00
Q	Asphalt Section 402 - 12.5mm Superpave	TON	60.00
R	Asphalt Plant Run	TON	57.55
S1	Surcharge for PG Binder - 70 minus 22	TON	7.50
S2	Surcharge for PG Binder - 76 minus 22 - ordered in 400 ton increments	TON	10.00
T1	Off-Season Plant Opening - First Day	DAY	3000.00
T2	Off-Season Plant Opening - Each Additional Day	DAY	1500.00



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

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

Proc Folder:

823901

Doc Description: Asphalt Materials, Pick Up by Agency - Statewide 6621C048

Reason for Modification:

Addendum No. 1 - to extend the

bid opening to 2/23/2021.

Proc Type:

Central Master Agreement

Date Issued Solicitation Closes Solicitation No Version

2 CRFQ 2021-02-18 2021-02-23 13:30 0803 DOT2100000085

BID RECEIVING LOCATION

BID CLERK

DEPARTMENT OF ADMINISTRATION

PURCHASING DIVISION

2019 WASHINGTON ST E

CHARLESTON

WV 25305

US

VENDOR

Vendor Customer Code: US0000011728

Vendor Name: Stone Asphalt, LLC

Address: PO Box 423

Street:

city: Reedsuille

Principal Contact: Richard Stone

Vendor Contact Phone: 304-864-6426 Extension:

FOR INFORMATION CONTACT THE BUYER

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

State: \\\\\

Vendor Signature X

FEIN# 81-4994460 DATE 2-22-21

Zip: 26547

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

Date Printed: Feb 18, 2021 FORM ID: WV-PRC-CRFQ-002 2020/05 Page: 1

Country:

ADDITIONAL INFORMATION

Addendum No. 1 - to extend the bid opening from 02/18/2021 to 02/23/2021. The bid opening time remains at 1:30 pm.

No other changes.

INVOICE TO		SHIP TO			
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER			VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		
No City US	WV 99999	No City US	WV 99999		

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Asphalts	0.00000	TON		

Comm Code	Manufacturer	Specification	Model #	
30121600				

Extended Description:

Asphalts

INVOICE TO		SHIP TO	SHIP TO		
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		VARIOUS AGENCY LOCATION AS INDICATED BY ORDER	VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		
No City US	WV 99999	No City US	WV 99999		

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Asphalt	0.00000	TON		

Comm Code	Manufacturer	Specification	Model #	
30121601		·		

Extended Description:

Asphalt

SCHEDULE OF EVENTS

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	Tech Questions Due by 10:00am	2021-02-05

	Document Phase	Document Description	Page 3
DOT2100000085	Final	Asphalt Materials, Pick Up by Agency - Statewide 6621C048	

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

ADDENDUM ACKNOWLEDGEMENT FORM SOLICITATION NO.: CRFQ DOT21*85

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.

(Checl	k th	e bo	ox next to each addendum rece	eive	(b	
	[1	/	Addendum No. 1	[]	Addendum No. 6
	[]	Addendum No. 2	[]	Addendum No. 7
]]	Addendum No. 3	[]	Addendum No. 8
	[]	Addendum No. 4	[]	Addendum No. 9
	Г	1	Addendum No. 5	ſ	1	Addendum No. 10

Addendum Numbers Received:

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

Stone Asphalt, UC
Company

Authorized Signature

2-22-21

Date

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

West Virginia Ethics Commission



Disclosure of Interested Parties to Contracts

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

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

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

"Interested party" or "Interested parties" means:

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

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

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

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

West Virginia Ethics Commission **Disclosure of Interested Parties to Contracts**

(Required by W. Va. Code § 6D-1-2)

Name of Contracting Business Entity: Stone Asphalt, UC Address: PO Box 423
Roodsville, WV 26547
Name of Authorized Agent: Richard Stone Address: POBOX423 Roodsville, WV 2654
Name of Authorized Agent: Richard Stone Address: POBox423 Roodsville, wv 26547 Aspnalt materials Contract Number: CRFQ0803007210000085 Contract Description: Pickup by Agency
Governmental agency awarding contract:
□ Check here if this is a Supplemental Disclosure
List the Names of Interested Parties to the contract which are known or reasonably anticipated by the contracting business entity for each category below (attach additional pages if necessary):
 Subcontractors or other entities performing work or service under the Contract
2. Any person or entity who owns 25% or more of contracting entity (not applicable to publicly traded entities) ☐ Check here if none, otherwise list entity/individual names below.
3. Any person or entity that facilitated, or negotiated the terms of, the applicable contract (excluding legal services related to the negotiation or drafting of the applicable contract) ☐ Check here if none, otherwise list entity/individual names below.
M Check here if none, otherwise list entity/individual harnes below.
Signature: Date Signed:
Notary Verification
State of West Virginia, County of Preston :
I, Richard D. Store, the authorized agent of the contracting business entity listed above, being duly sworn, acknowledge that the Disclosure herein is being made under oath and under the penalty of perjury.
Taken, sworn to and subscribed before me this
To be completed by State Agency: Date Received by State Agency: Date submitted to Ethics Commission: Governmental agency submitting Disclosure:

ADDENDUM ACKNOWLEDGEMENT FORM SOLICITATION NO.: CRFQ DOT21*85

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.

(Check the box next to each addendum received)					
[\	1	Addendum No. 1	[]	Addendum No. 6
[]	Addendum No. 2	[]	Addendum No. 7
[]	Addendum No. 3	[]	Addendum No. 8
]]	Addendum No. 4	[]	Addendum No. 9

Addendum No. 5

Addendum Numbers Received:

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

[] Addendum No. 10

Stone Asphalt, UC
Company
Authorized Signature
2-22-21
Date

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

4

REQUEST FOR QUOTATION Asphalt Materials, Pick Up by Agency

- **10.1.4** Failure to remedy deficient performance upon request.
- 10.2 The following remedies shall be available to Agency upon default.
 - 10.2.1 Immediate cancellation of the Contract.
 - 10.2.2 Immediate cancellation of one or more release orders issued under this Contract.
 - 10.2.3 Any other remedies available in law or equity.

11. MISCELLANEOUS:

- 11.1 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.
- 11.2 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.
- 11.3 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.
- 11.4 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: Richard Stone
Telephone Number: 304-864-6426

Fax Number: 304-864-4052
Email Address: rstone paving efrontiernetinet

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.
Member
(Name, Pitle) Richard Stone Member
(Printed Name and Title) POBOX 423 Reedswille, WV 26547
(Address) 304-864-6426 /304-864-4052
(Phone Number) _rstonepaving etrontiernet, net
(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.
(Company)
(Authorized Signature) (Representative Name, Title)
Richard Stone-Member
(Printed Name and Title of Authorized Representative)
$\frac{\partial - \partial \partial - \partial I}{\text{(Date)}}$
(Date)
304-864-6426/304-864-4052
(Phone Number) (Fax Number)

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 exceed 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: Stone Asphalt, LLC Authorized Signature: Date: 2-22-21 State of West Virginia County of Restandant to before me this 2 day of February 1, 2021. My Commission expires January 24 1, 2025. AFFIX SEAL HERE OFFIGIAL SEAL NOTARY PUBLIC Account of the control of the contro

Karen L. Conne P.O. Box 386 Reedsville, ommission Expires January Purchasing Affidavit (Revised 01/19/2018)



ĄCORĎ®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 02/17/2021

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s). CONTACT Edie Reinhart
PHONE
(AIC, No. Ext): 330-549-5620
E-MAIL
Pdie @myning.co PRODUCER MVP Insurance FAX (A/C, No): 330-549-5622 13823 Grant St ADDRESS: edie@mvpins.com INSURER(S) AFFORDING COVERAGE New Springfield OH 44443 INSURER A : ERI - ERIE INSURANCE PROPERTY & CASUALTY 26830 INSURED INSURER 8: STONE ASPHALT LLC INSURER C : P.O. BOX 423 INSURER D : INSURER E : REEDSVILLE WV 26547-0423 INSURER F: COVERAGES CERTIFICATE NUMBER: 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. ADDL'SUBR INSO WVD TYPE OF INSURANCE POLICY NUMBER COMMERCIAL GENERAL LIABILITY EACH OCCURRENCE
DAMAGE TO RENTED
PREMISES (Ea occurrence) \$ 1,000,000 CLAIMS-MADE X OCCUR s 1,000,000 MED EXP (Any one person) s 5,000 Х Α Q41-5150518 05/01/2021 05/01/2022 PERSONAL & ADV INJURY s 1,000,000 GEN'L AGGREGATE LIMIT APPLIES PER: GENERAL AGGREGATE s 2,000,000 FRO-JECT POLICY . \$ 2,000,000 PRODUCTS - COMP/OP AGG OTHER: AUTOMOBILE LIABILITY COMBINED SINGLE LIMIT (Ea accident) ANY AUTO BODILY INJURY (Per person) S OWNED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY BODILY INJURY (Per accident) s HIRED AUTOS ONLY PROPERTY DAMAGE (Per accident) \$ UMBRELLA LIAB 1,000,000 **EACH OCCURRENCE** EXCESS LIAB Α Х Q29-5170312 05/01/2021 | 05/01/2022 AGGREGATE RETENTIONS DED WORKERS COMPENSATION STATUTE AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTHER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE If yes, describe under DESCRIPTION OF OPERATIONS below E.L. DISEASE - POLICY LIMIT DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) State of West Virginia is named as Additional Insured per form CG2012, **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. State of West Virginia 1900 Kanawha Blvd, E **AUTHORIZED REPRESENTATIVE Building 5** Office to between asy

Charleston

WV 26305

ERIE INSURANCE COMMERCIAL GENERAL LIABILITY CG 20 12 (Ed. 4/13) UF-9669

POLICY NUMBER: Q41-5150518

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – STATE OR GOVERNMENTAL AGENCY OR SUBDIVISION OR POLITICAL SUBDIVISION – PERMITS OR AUTHORIZATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

State Or Governmental Agency Or Subdivision Or Political Subdivision:

State of West Virginia

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- A. Section II Who Is An Insured is amended to include as an additional insured any state or governmental agency or subdivision or political subdivision shown in the Schedule, subject to the following provisions:
 - This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

However:

- a. The insurance afforded to such additional insured only applies to the extent permitted by law; and
- b. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

- 2. This insurance does not apply to:
 - a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
 - b. "Bodily injury" or "property damage" included within the "products-completed operations hazard".
- B. With respect to the insurance afforded to these additional insureds, the following is added to Section III Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on bchalf of the additional insured is the amount of insurance:

- 1. Required by the contract or agreement; 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.

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ATTACHMENT 1

VENDOR CHECKLIST CRFQ 0803 DOT2100000085 Asphalt – Material and Pickup by WVDOH Only

Documents required with bid submission or disqualification of bid will result:

1. Exhibit_A Pricing Pages completed.

*Documents required for Contract Award and should be submitted with bid but will be required prior to award:

- 1. Proof of Adequate Coverage of Commercial General Liability Insurance (State of WV must be certificate holder and must be signed by an actual agency representative. Computer generated company signatures are not acceptable.) Minimum of \$1,000,000.00. Per Terms and Conditions Section 8 Required Documents. Make sure the coverage dates are valid.
- Disclosure of Interested Parties to Contracts form (Ethics Form). Make sure the signature date
 and the notary date is the same. Number or title of contract should be the CRFQ number. Type
 or description of contract should be the description listed under the Request for Quotation on
 the Specifications document header.
- 3. General Terms & Conditions signature page completed.
- 4. Specification Section 11 Subsection 11.4 Contract Manager page completed.
- 5. Purchasing Affidavit. Make sure the signature date and the notary date is the same.

*Additional Vendor Requirements prior to receiving an award:

- 1. Properly registered and fees paid in WVOasis. You may visit the following link to verify compliance. https://prod-fin-vss.wvoasis.gov/webapp/prdvss11/AltSelfService
- Properly registered with the WV Secretary of State Office. http://apps.sos.wv.gov/business/corporations/default.aspx

<u>*PLEASE NOTE</u>: In order to prevent delays in awarding of contracts, Vendors not submitting the documents required prior to award with their bid or are not properly registered will be contacted by the Purchasing Division and given 5 days to comply or their bid may be disqualified.