




West Virginia Purchasing Division

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.


Header 1

 List View

General Information | Contact | Default Values | Discount | Document Information | Clarification Request

Procurement Folder: 937308

Procurement Type: Central Master Agreement

Vendor ID: VS0000011728 


Legal Name: Stone Asphalt LLC

Alias/DBA:

Total Bid: \$0.00

Response Date: 11/30/2021 

Response Time: 10:34

Responded By User ID: Stoneasphalt16 

First Name: Richard

Last Name: Stone

Email: stonematerials@yahoo.c

Phone: 304-864-6426

SO Doc Code: CRFQ

SO Dept: 0803

SO Doc ID: DOT2200000084

Published Date: 11/18/21

Close Date: 11/30/21

Close Time: 13:30

Status: Closed

Solicitation Description: ADDENDUM NO_1 Asphalt
Materials, Pick Up by Agency 


Total of Header Attachments: 1

Total of All Attachments: 1



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

**State of West Virginia
 Solicitation Response**

Proc Folder: 937308
Solicitation Description: ADDENDUM NO_1 Asphalt Materials, Pick Up by Agency
Proc Type: Central Master Agreement

Solicitation Closes	Solicitation Response	Version
2021-11-30 13:30	SR 0803 ESR11302100000003393	1

VENDOR
 VS0000011728
 Stone Asphalt LLC

Solicitation Number: CRFQ 0803 DOT2200000084
Total Bid: 0
Response Date: 2021-11-30
Response Time: 10:34:23
Comments:

FOR INFORMATION CONTACT THE BUYER
 John W Estep
 304-558-2566
 john.w.estep@wv.gov

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

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	Asphalt	0.00000	TON	0.000000	0.00

Comm Code	Manufacturer	Specification	Model #
30121601			

Commodity Line Comments:

Extended Description:

Asphalt



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: 937308			Reason for Modification: ADDENDUM NO_1 Vendor Questions and Responses
Doc Description: ADDENDUM NO_1 Asphalt Materials, Pick Up by Agency			
Proc Type: Central Master Agreement			
Date Issued	Solicitation Closes	Solicitation No	Version
2021-11-18	2021-11-30 13:30	CRFQ 0803 DOT2200000084	2


BID RECEIVING LOCATION

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

VENDOR

Vendor Customer Code: VS 00000 11728
 Vendor Name: Stone Asphalt, LLC
 Address: PO Box 423
 Street:
 City: Reedsville,
 State: West Virginia Country: Preston Zip: 26547
 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

Vendor Signature X  FEIN# 81-4994460 DATE 11-30-2021

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

ADDITIONAL INFORMATION

ADDENDUM NO_1

Addendum No_1 issued to publish and distribute the attached information to the Vendor Community.

REQUEST FOR QUOTATION:

The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Division of Highways, to establish an open-end Asphalt Materials, Pick Up by Agency contract for use by WVDOH and the West Virginia Parkways Authority upon their request, on preventive maintenance and repair projects throughout the state of West Virginia, from the Vendor's plant. Contract pricing shall be made available to other public agencies upon their request and with the approval of the West Virginia Purchasing Division. Per the Bid Requirements, Specifications, Terms and Conditions attached to this solicitation.

INVOICE TO**SHIP TO**
 VARIOUS AGENCY
 LOCATIONS
 AS INDICATED BY ORDER

 VARIOUS AGENCY
 LOCATIONS
 AS INDICATED BY ORDER

 No City WV
 US

 No City WV
 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	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	2021-11-18

	Document Phase	Document Description	Page
DOT2200000084	Final	ADDENDUM NO_1 Asphalt Materials, Pick Up by Agency	3

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFQ DOT220000084

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

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

Addendum Numbers Received:


(Check the box next to each addendum received)

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

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

Stone Asphalt, LLC

Company



Authorized Signature

11-30-2021

Date

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

REQUEST FOR QUOTATION
Asphalt Materials, Pick Up by Agency

- 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: rstonepaving@frontiernet.net

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

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

RS member
(Name, Title)
Richard Stone, Member
(Printed Name and Title)
PO Box 423 Reedsville, WV 26547
(Address)
304-864-6426 304-864-4052
(Phone Number) / (Fax Number)
rstonepaving@frontiernet.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.

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.

Stone Asphalt, LLC
(Company)

RS member
(Authorized Signature) (Representative Name, Title)

Richard Stone, Member
(Printed Name and Title of Authorized Representative)

11-30-2021
(Date)

304-864-6426 - 304-864-4052
(Phone Number) (Fax Number)

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

VENDOR INSTRUCTIONS:

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

PART I: VENDOR & ASPHALT PLANT INFORMATION (Required)

Vendor Name:	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.

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

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

Contract Item #	Contract Item Description	Unit of Measure	List Price
A	Asphalt Section 401 - Base I	TON	48.30
B	Asphalt Section 401 - 25mm Superpave	TON	53.05
C	Asphalt Section 401 - Base II	TON	49.70
D	Asphalt Section 401 - Patch and Level	TON	49.70
E	Asphalt Section 401 - Wearing IV	TON	49.70
F	Asphalt Section 402 - Wearing IV	TON	49.70
G	Asphalt Section 401 - 19mm Superpave	TON	54.50
H	Asphalt Section 401 - Scratch Course	TON	54.40
I	Asphalt Section 402 - 9.5mm Superpave	TON	57.50
J	Asphalt Section 401 - Wearing 1	TON	54.40
K	Asphalt Section 402 - Wearing 1	TON	59.30
L	Asphalt Section 401 - 4.75mm Superpave	TON	82.00
M	Asphalt Section 402 - 4.75mm Superpave	TON	90.00
N	Asphalt Section 401 - Wearing III	TON	65.00
O	Asphalt Section 402 - Wearing III	TON	75.00
P	Asphalt Section 401 - 12.5mm Superpave	TON	55.00
Q	Asphalt Section 402 - 12.5mm Superpave	TON	58.50
R	Asphalt Plant Run	TON	54.40
S1	Surcharge for PG Binder - 70 minus 22	TON	5.00
S2	Surcharge for PG Binder - 76 minus 22 - ordered in 400 ton increments	TON	9.50
T1	Off-Season Plant Opening - First Day	DAY	3000.00
T2	Off-Season Plant Opening - Each Additional Day	DAY	1750.00

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: Stone Asphalt, LLC

Authorized Signature:  Date: 11/30/2021

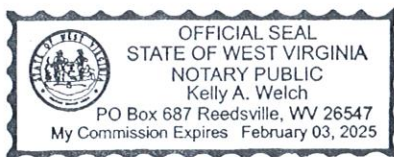
State of West Virginia

County of Preston, to-wit:

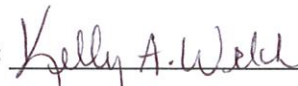
Taken, subscribed, and sworn to before me this 30th day of November, 2021.

My Commission expires Feb. 03, 2025.

AFFIX SEAL HERE



NOTARY PUBLIC



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, LLC Address: PO Box 423
Reedsville, WV 26547

Name of Authorized Agent: Richard D. Stone Address: PO Box 423 Reedsville, WV 26547

Contract Number: CRFQ 0803 DOT2200000084 Contract Description: Asphalt Materials, Pick Up by Agency

Governmental agency awarding contract: WVDOH

Check here if this is a Supplemental Disclosure

List the Names of Interested Parties to the contract which are known or reasonably anticipated by the contracting business entity for each category below (*attach additional pages if necessary*):

1. Subcontractors or other entities performing work or service under the Contract

Check here if none, otherwise list entity/individual names below.

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.

Signature: 

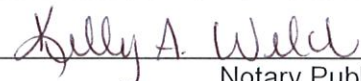
Date Signed: 11/30/2021

Notary Verification

State of West Virginia, County of Preston:

I, Richard D. Stone, 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 30th day of November, 2021.

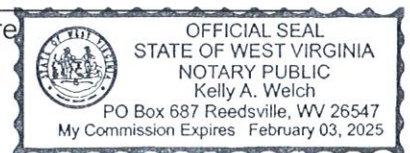

Notary Public's Signature

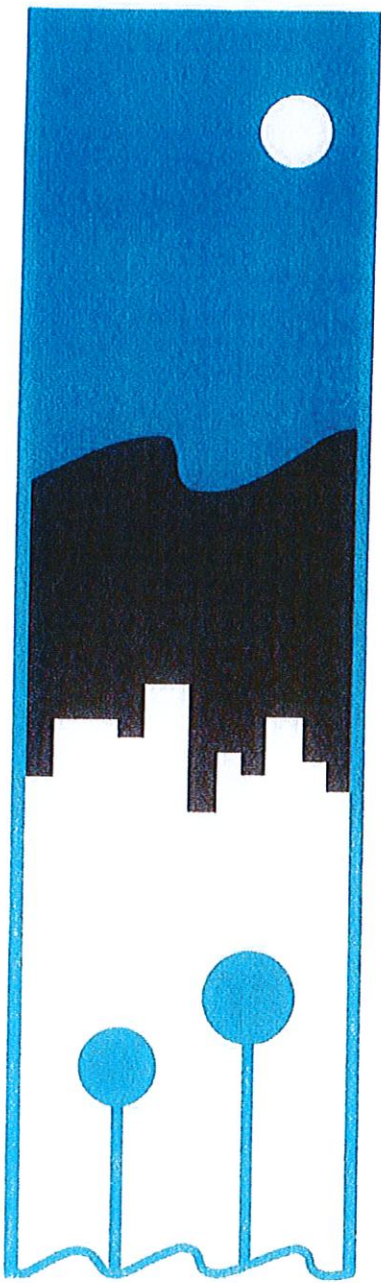
To be completed by State Agency:

Date Received by State Agency: _____

Date submitted to Ethics Commission: _____

Governmental agency submitting Disclosure: _____





**WEST VIRGINIA
CONTRACTOR
LICENSING
BOARD**

CONTRACTOR LICENSE

Authorized by the
West Virginia Contractor Licensing Board

Number: WV055798

Classification:
GENERAL ENGINEERING
ASPHALT
DEMOLITION

STONE ASPHALT LLC
DBA STONE ASPHALT LLC
PO BOX 423
REEDSVILLE, WV 26547

Date Issued


JANUARY 19, 2021

Expiration Date

JANUARY 19, 2022



Authorized Company Signature



Chair, 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.



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).

PRODUCER MVP Insurance 13823 Grant St New Springfield OH 44443		CONTACT NAME Edie Reinhart PHONE (A/C No, Ext): 330-549-5620 FAX (A/C, No): 330-549-5622 E MAIL ADDRESS: edie@mvpins.com	
INSURED STONE ASPHALT LLC P.O. BOX 423 REEDSVILLE WV 26547-0423		INSURER(S) AFFORDING COVERAGE INSURER A: ERI - ERIE INSURANCE PROPERTY & CASUALTY NAIC # 26830 INSURER B: INSURER C: INSURER D: INSURER E: 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.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD - WV	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	Q41-5150518	05/01/2021	05/01/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTION - COMPROP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTIONS	X	Q29-5170312	05/01/2021	05/01/2022	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A				PER STATUTE CTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ 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**

State of West Virginia 1900 Kanawha Blvd. E Building 5 Charleston WV 26305	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	--

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Stone Asphalt, LLC
Stone Holdings, LLC

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:

1. 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 behalf 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.