



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

Request for Quotation

RFQ NUMBER
DEP15590

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
GUY NISBET 304-558-8802

VENDOR

*A12110051 304-846-6847
 KESSLER EXCAVATING INC
 PO BOX 9
 FENWICK WV 26202

SHIP TO

ENVIRONMENTAL PROTECTION
 DEPARTMENT OF
 DIVISION OF LAND RESTORATION
 601 57TH STREET SE
 CHARLESTON, WV
 25304 304-926-0499

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
10/17/2011				

BID OPENING DATE: 11/22/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	EA		962-73		
<p>RECLAMATION: RESTORATION OF LAND & OTHER PROPERTIES</p> <p>THE WEST VIRGINIA PURCHASING DIVISION, ON BEHALF OF THE AGENCY, THE WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION'S REAP (REHABILITATION ENVIRONMENTAL ACTION PLAN) & PPOD (POLLUTION PREVENTION OPEN DUMP) PROGRAMS, ARE SOLICITING BIDS TO ESTABLISH A CONTRACT TO PROVIDE FOR THE REMEDIATION OF ILLEGAL DUMPS AND/OR TIRE PILES AND TO TRANSPORT SOLID WASTE AND/OR TIRES TO APPROVED DISPOSAL FACILITIES IN THE ATTACHED IDENTIFIED COUNTIES PER THE FOLLOWING SCOPE OF WORK, BID REQUIREMENTS, SPECIFICATIONS, TERMS & CONDITIONS, THE VENDOR QUALIFICATION SHEET, AND THE AGENCY APPROVED PROCEDURE FOR THE SECONDARY BID PROCESS & AWARD.</p> <p>THE SCOPE OF WORK, BID REQUIREMENTS, SPECIFICATIONS, TERMS & CONDITIONS, THE VENDOR QUALIFICATION SHEET, AND THE PROCEDURES FOR THE SECONDARY BID PROCESS AND AWARD ARE INCLUDED IN THE ATTACHED.</p> <p>PLEASE PAY CLOSE ATTENTION TO THE REQUIREMENTS FOR SUBMISSION IN THIS BID PROCESS.</p> <p>EXHIBIT 3</p> <p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE UPON AWARD AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE</p>						



SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
<i>[Signature]</i>	304 880-6847	11-21-11

TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
<i>[Signature]</i>	311543520	

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

GENERAL TERMS & CONDITIONS REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
4. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods this Purchase Order/Contract becomes void and of no effect after June 30.
5. Payment may only be made after the delivery and acceptance of goods or services.
6. Interest may be paid for late payment in accordance with the *West Virginia Code*.
7. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
10. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern the purchasing process.
11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
12. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
13. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at www.state.wv.us/admin/purchase/vrc/hipaa.htm and is hereby made part of the agreement. Provided that the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
14. **CONFIDENTIALITY:** The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.
15. **LICENSING:** Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, and the West Virginia Insurance Commission. The vendor must provide all necessary releases to obtain information to enable the director or spending unit to verify that the vendor is licensed and in good standing with the above entities.
16. **ANTITRUST:** In submitting a bid to any agency for the State of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the State of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder.

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, or person or entity submitting a bid for the same material, supplies, equipment or services and is in all respects fair and without collusion or Fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
2. Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
4. All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130
5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W.Va. C.S.R. §148-1-6.6).



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 DEPARTMENT OF
 DIVISION OF LAND RESTORATION
 601 57TH STREET SE
 CHARLESTON, WV
 25304 304-926-0499

DATE PRINTED 10/17/2011	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
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BID OPENING DATE: 11/22/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE.</p> <p>UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.</p> <p>RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK.)</p> <p>QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIED BY THE STATE SPENDING UNIT. IT IS UNDERSTOOD AND AGREED THAT THE CONTRACT SHALL COVER THE QUANTITIES ACTUALLY</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>[Signature]</i>	TELEPHONE 304 880-6847	DATE 11-21-11
TITLE President	FEIN 311543520	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



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<p>ORDERED FOR DELIVERY DURING THE TERM OF THE CONTRACT, WHETHER MORE OR LESS THAN THE QUANTITIES SHOWN.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THE STATE MAY DEEM THE CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT WITHOUT FURTHER ORDER.</p> <p style="text-align: center;">NOTICE</p> <p>AN ORIGINAL, SIGNED BID MUST BE SUBMITTED TO:</p> <p style="text-align: center;">DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130</p> <p>BID MUST CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER: GN-23</p> <p>RFQ. NO.: DEP15590</p> <p>BID OPENING DATE: 11/22/2011</p> <p>BID OPENING TIME: 1:30 PM</p> <p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:</p> <p style="text-align: center;">----- 304-846-6828 -----</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>[Signature]</i>	TELEPHONE 304 880-6847	DATE 11-21-11
TITLE President	FEIN 311543520	ADDRESS CHANGES TO BE NOTED ABOVE

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LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
CONTACT PERSON (PLEASE PRINT CLEARLY):						
----- John E. Kessler -----						
***** THIS IS THE END OF RFQ DEP15590 ***** TOTAL:						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>John E. Kessler</i>	TELEPHONE 304 880-6847	DATE 11-21-11
TITLE President	FEIN 311543520	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

DEP15590
SPECIFICATIONS & GENERAL CONDITIONS:

✓ **Insurance:** Successful vendor shall furnish proof of coverage of commercial general liability insurance prior to issuance of the contract unless otherwise specified in the bid documents. The minimum amount of insurance coverage required is \$250,000.

✓ **Workers Compensation:** Vendor is required to provide a certificate from Workers Compensation if successful.

✓ **Applicable law:** The West Virginia State Code, Purchasing Division rules and regulations, Purchasing Division policy statements and the information provided in the "request for quotation" issued by the Purchasing Division are the sole authorities governing this procurement. Any information provided in specification manuals or any other source, verbal or written, which contradicts or alters the information provided from the source as described in the above paragraph is void and of no effect.

✓ **Terms and Conditions:** Terms and conditions contained in this contract shall supercede any and all subsequent terms and conditions which may appear on any attached printed documents such as price lists, order forms, sales agreements or maintenance agreements, including medium such as cd-rom.

✓ **Taxes, permits, fees, insurance liability, compensations and any other items necessary:** The vendor shall be responsible for paying and/or securing all taxes, permits, fees, insurance liability, compensations and any other items necessary to render the State free and harmless from all claims arising from services performed under this contract.

✓ **Damages:** Damages beyond what is directed and approved by the Project Manager to accomplish the objective hereunder will be the total responsibility of the vendor and the vendor shall indemnify the DEP from any such damages.

✓ **Rights of Entry:** The State shall be responsible for obtaining all needed rights of entry for each project.

✓ **Inspection:** The work and services to be performed under this contract shall be subject to continual monitoring and inspection by the State's authorized representatives. Such inspection will ensure compliance.

✓ **Environmental, local, state, federal Laws:** In accomplishment of services to fulfill the requirements of the scope of work defined in the pre-bid conference and project cost as submitted, neither the vendor nor his sub vendor(s) shall create any adverse environmental effects and shall be responsible for compliance with all applicable local, state, federal environmental and occupational health and safety regulations

ALTERNATIVE LABOR SOURCES

✓ When available, REAP reserves to right to utilize County, State and Local government entities as well as volunteers and inmate labor to complete projects.

SCOPE OF WORK

Work will consist of cleaning up illegal open solid waste dumps. Cleaning up illegal garbage dumps may include a number of specific duties. The vendor may be required to perform a large range of duties. These duties shall consist of, but not be limited to, the following:

- Labor for REAP projects
- Removing waste with manual labor from extremely steep terrain
- Removing tire piles from extremely steep terrain
- Trucking waste to nearest permitted landfill
- Working equipment on steep terrain
- Working close to paved highways
- Performing work in rivers and streams
- Winching large items such as cars and appliances up steep terrain
- Creating temporary roads to better access dump sites
- Drainage work will be required from time to time
- Revegetation of disturbed areas

All solid waste will be removed from the site and hauled directly to either an approved landfill/tire disposal facility or a licensed salvage yard. Once any solid waste has been placed on trucks at the site, it will not be dumped or stored at any location other than its final destination at the landfill or salvage yard. The vendor will recycle all metals and appliances removed from the site unless otherwise directed. The vendor will be responsible only for removing solid waste not previously buried. No earth will be removed prior to approval of the project manager. Only vegetation which directly affects the project will be removed.

Article 1- Statement of Work

The vendor shall furnish all personnel, facilities, equipment, material, supplies and services for all of the scope of work required in this contract.

Article 2- Location of Work

Work will be located in all counties in West Virginia.

Article 3- Definitions

- A. The words Owner, The State and DEP are used herein to refer to the WV Department of Environmental Protection, Division of Land Restoration.
- B. The word Offeror refers to the person or company offering to furnish the services called for in this request for quotations.
- C. The word Contract is used to refer to the agreement or purchase order requested by the State and accepted by the vendor together with all the provisions of this request for proposal and all parts of said agreement of purchase order.
- D. The words Vendor and Contractor refer to the person or company contracting with the State to furnish the services called for by the contract.
- E. The words Service or Work are used to mean and include all labor, supervision, materials, machinery, equipment, tools, supplies and facilities called for in this contract.
- F. The words Program Manager or Project Manager are used to mean the Program Manager or Project Manager of the DEP's Division of Land Restoration's Rehabilitation Environmental Action Plan Program and shall be considered to be the State's authorized representative.

Article 4-Ordering Procedure

Qualified vendors will be required to submit lump sum bid to complete the project in accordance with the following:

- A. Small projects with a project cost up to \$2,500 will be awarded as follows; the vendor with the lowest maximum mobilization rate for the project county will be asked to submit a bid for the cost. If the bid is acceptable to the DEP Project Manager the vendor will be issued a notice to proceed. If the bid is not acceptable to the DEP Project Manager or if the vendor cannot complete the work in the required time frame, the next vendor will be asked to submit a bid. If there is a tie for maximum mobilization rate in a county, projects will be rotated among the tied vendors.
- B. Projects with a project cost from \$2,501 to \$25,000 will be awarded as follows; all vendors for the project county will be required to attend a mandatory onsite pre-bid conference, where the scope of the work will be defined, and a bid submittal date and location will be set. Vendors must submit their lump sum sealed bid to complete the project on or before the time and date set at the pre-bid conference. Sealed bids will be opened by the assigned project manager at the location, date and time set forth during the onsite pre-bid conference. The project will be awarded to the vendor that submits the lowest lump sum bid to complete the project and a purchase order will be issued. If for any reason the vendor cannot perform the work in the time frame set forth at the pre-bid conference the project will be awarded the next lowest bidder. Mobilization costs will be included in the lump sum bid.

Article 5- Delivery

- A. The vendor shall complete the specified restoration work in accordance with scope of work defined in the pre-bid conference. The vendor shall submit an invoice to the Project Manager upon completion of each project.
- B. Final inspection of each project by the Project Manager or other authorized representative will be conducted as soon as possible after notification by the vendor of an anticipated time of completion, not less than twelve (12) hours in advance of the project being completed.
- C. Acceptance criteria will be based on all work being completed as required by the scope of work and project cost submitted. In addition, where revegetation is specified, a hearty stand of vegetation must be present. Items not completed as specified shall be completed before payment will be made.
- D. Demobilization- The vendor will, at the completion of the project, remove all equipment from the project site as directed by the Project Manager. Demobilization will be considered complete once the site is vacated, cleared of debris and equipment and inspected and released by the Project Manager.

Article 6- Ability to Perform

All equipment is to be in good mechanical condition with capacities designed to safely meet the conditions and the nature of the contract. Contractors need to be able to safely perform the tasks listed in the scope of work and transport the material collected for proper disposal.

Article 7- Cost and Payments

- A. Payment to the vendor will be made for the lump sum amount upon completion of the entire project. In no circumstance will cost overruns be the responsibility of the DEP unless arrangements are made in advance due to a specific order by the DEP.
- B. The vendor shall invoice the State upon completion of the work specified in the purchase order after final inspection has been performed by the Project Manager. All invoices must be originals and bear an invoice date, purchase order number, project name, county in which the project is located and total cost. All invoices must be signed as approved by the vendor and the Project Manager. The tonnage of solid waste removed and the tonnage recycled from each project shall be properly documented and forwarded to the Project Manager. The vendor must complete and attach a cleanup summary sheet to each invoice submitted for payment.

Article 8- Contract Requirements

- A. Vendor must submit a completed vendor bid sheet with the counties marked in which they wish to work and with the maximum mobilization cost for each county clearly provided.
- B. Vendor must provide proof of commercial liability insurance.
- C. Vendor must provide certificate from Workers Compensation.

CONTACT PERSON:

Greg Rote, REAP Program Manager
WV Department of Environmental Protection
Rehabilitation Environmental Action Plan (REAP)
601 57th Street SE
Charleston, WV 25304
Phone: (304) 926-0499, ext. 1270

DEP 15590
Rehabilitation Environmental Action Plan (REAP)
Pollution Prevention and Open Dump Program (PPOD)
Cleanup Summary Sheet

Type of Cleanup: _____ (Tire, Dump, Stream, Special)

Project Name: _____

County: _____

Date Started: _____

Date Completed: _____

Latitude: _____ (d-m-s)

Longitude: _____ (d-m-s)

Number of Dumps: _____

Acres Reclaimed: _____

No. Appliances: _____

No. Volunteers: _____

Number of Bags: _____

Actual Tons Removed: _____

Tons Steel: _____

No. Appliances: _____

No. Tires: _____

Miles Stream: _____

Cost of Project: _____

Must be attached to invoice.

DEP15590

Vendor Bid Sheet

Vendors must mark all counties in which they wish to perform work and their maximum mobilization cost for each county. Contractors may not add counties during the term of this contract.

County	Requesting Qualification	Maximum Mobilization Cost *	County	Requesting Qualification	Maximum Mobilization Cost*
Barbour	Y	300 ⁰⁰	Mercer	Y	0
Berkeley	Y	1,000 ⁰⁰	Mineral	Y	300 ⁰⁰
Boone	Y	0	Mingo	Y	0
Braxton	Y	0	Monongalia	Y	300 ⁰⁰
Brooke	Y	1,000 ⁰⁰	Monroe	Y	0
Cabell	Y	300 ⁰⁰	Morgan	Y	1,000 ⁰⁰
Calhoun	Y	0	Nicholas	Y	0
Clay	Y	0	Ohio	Y	1,000 ⁰⁰
Doddridge	Y	300 ⁰⁰	Pendleton	Y	0
Fayette	Y	0	Pleasants	Y	800 ⁰⁰
Gilmer	Y	0	Pocahontas	Y	0
Grant	Y	0	Preston	Y	300 ⁰⁰
Greenbrier	Y	0	Putnam	Y	0
Hampshire	Y	200 ⁰⁰	Raleigh	Y	0
Hancock	Y	1,000 ⁰⁰	Randolph	Y	0
Hardy	Y	0	Ritchie	Y	600 ⁰⁰
Harrison	Y	0	Roane	Y	0
Jackson	Y	1,000 ⁰⁰	Summers	Y	0
Jefferson	Y	0	Taylor	Y	300 ⁰⁰
Kanawha	Y	0	Tucker	Y	100 ⁰⁰
Lewis	Y	0	Tyler	Y	400 ⁰⁰
Lincoln	Y	0	Upshur	Y	0
Logan	Y	300 ⁰⁰	Wayne	Y	400 ⁰⁰
Marion	Y	1,000 ⁰⁰	Webster	Y	0
Marshall	Y	300 ⁰⁰	Wetzel	Y	1,000 ⁰⁰
Mason	Y	0	Wirt	Y	600 ⁰⁰
McDowell	Y	0	Wood	Y	600 ⁰⁰
			Wyoming	Y	0

* Used only for awarding the small jobs less than \$ 2,500.00.

CONTRACTOR LICENSE

Authorized by the

West Virginia Contractor Licensing Board

Number: WV014558

Classification:

EXCAVATION

JOHN E KESSLER
DBA KESSLER TIRE & HARDWARE
PO BOX 9
FENWICK, WV 26202-0009

Date Issued

SEPTEMBER 02, 2011

Expiration Date

SEPTEMBER 02, 2012

Authorized Company Signature

Michael A. Carl

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.



**WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY**

INFORMATION PAGE WC 00 00 01 (A)

**RENEWAL OF POLICY NUMBER: WC10033827-07
POLICY NUMBER: WC10033827-08**

INSURER: BRICKSTREET MUTUAL INSURANCE COMPANY

1. **INSURED:**
KESSLER EXCAVATING INC
P O BOX 9
FENWICK, WV 26202-0009

PRODUCER:
BRICKSTREET MUTUAL INSURANCE
COMPANY
400 QUARRIER STREET
CHARLESTON, WV 25301-2010

Insured is a(n) DOMESTIC CORPORATION

Other work places and identification numbers are shown in the schedule(s) attached.

2. The policy period is from 09/04/2011 to 09/04/2012 12:01 A.M. at the insured's mailing address.

3. A. **WORKERS COMPENSATION INSURANCE:** Part One of the policy applies to the Workers Compensation Law of the state(s) listed here:

WEST VIRGINIA

B. **EMPLOYERS LIABILITY INSURANCE:** Part Two of the policy applies to work in each state listed in item 3.A. The limits of our liability under Part Two are:

Bodily Injury by Accident:	\$100,000	Each Accident
Bodily Injury by Disease:	\$500,000	Policy Limit
Bodily Injury by Disease:	\$100,000	Each Employee

C. **OTHER STATES INSURANCE:** Part Three of the policy applies to the states, if any, listed here:
"Part Three of the policy applies to the states, if any, listed here: All states and U.S. territories except, North Dakota, Ohio, Washington, Wyoming, Puerto Rico, and the U.S. Virgin Islands, and states designated in Item 3.A. of the Information Page. "

D. This policy includes these endorsements and schedules:

SEE LIST OF ENDORSEMENTS - EXTENSION OF INFORMATION PAGE

4. The premium for this policy will be determined by our Manuals of Rules, Classifications, Rates and Rating Plans. All required information is subject to verification and change by audit to be made in accordance with Part Five of the Policy.

DATE OF ISSUE: 09/06/2011
ISSUING OFFICE: Charleston, WV
PRODUCER: BRICKSTREET MUTUAL INSURANCE COMPANY



CERTIFICATE OF INSURANCE

— THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY —

Home Office • 100 Erie Insurance Place • Erie, Pennsylvania 16530 • 814.870.2300
 Toll free 1.800.458.0811 • Fax 814.870.3128 • www.erieinsurance.com

NAME AND ADDRESS OF AGENCY SHAFER INS ASSOCS LLC
 508 D MAIN ST
 SUMMERSVILLE, WV 26651-1321
 (304)872-5526

AGENTS NO.
 BB1235

NAME AND ADDRESS OF NAMED INSURED
 Kessler Excavation Inc
 PO Box 9
 Fenwick, WV 26202

This certificate is issued for informational purposes only and confers no rights to the certificate holder. It does not affirmatively or negatively amend, extend, or otherwise alter the terms, exclusions and conditions of insurance coverage contained in the policy(ies) indicated below. The terms and conditions of the policy(ies) govern the insurance coverage as applied to any given situation. Limits shown may have been reduced by claims paid. This certificate of insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer and the certificate holder.

This is to certify that policies, as indicated by the Policy Number below, are in force for the Named Insured at the time that the Certificate is being issued.

CLASSIFICATION	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	LIMITS
C	<input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR <input type="checkbox"/> <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	Q04 4655019	8/15/11	8/15/12	EACH OCCURRENCE \$ 1,000,000 FIRE DAMAGE (Any One Fire) \$ 1,000,000 MED EXP (Any One Person) \$ 10,000 PERSONAL & ADV. INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS-COMP/OP PASS \$ 2,000,000
C	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> "ANY AUTO" (OWNED, HIRED, NON-OWNED) <input type="checkbox"/> OWNED <input type="checkbox"/> HIRED <input type="checkbox"/> NON-OWNED <input type="checkbox"/> GARAGE	Q08 6540020	8/15/11	8/15/12	BODILY INJURY (EACH PERSON) \$ BODILY INJURY (EACH ACCIDENT) \$ PROPERTY DAMAGE \$ BODILY INJURY AND PROPERTY DAMAGE COMBINED \$ 1,000,000
D	<input checked="" type="checkbox"/> EXCESS LIABILITY <input checked="" type="checkbox"/> OCCURRENCE <input type="checkbox"/> RETENTION \$	Q32 6570039	8/15/11	8/15/12	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$ \$
	WORKERS COMPENSATION & EMPLOYERS LIABILITY				SEVERITY BODILY INJURY BY ACCIDENT \$ EACH ACCIDENT DISEASE \$ POLICY LIMIT DISEASE \$ EACH EMPLOYEE
	OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/INCIDENTS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

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.

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

NAME AND ADDRESS OF CERTIFICATE HOLDER

AUTHORIZED REPRESENTATIVE

Rhonda J. Keough

RFQ No. _____

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

West Virginia Code §5A-3-10a states: 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 the debt owned is an amount greater than one thousand dollars in the aggregate

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.

"Debtor" means any individual, corporation, partnership, association, Limited Liability Company or any other form or business association owing a debt to the state or any of its political subdivisions. "Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities. "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.

EXCEPTION: The prohibition of this section does not apply where a vendor has contested any tax administered pursuant to chapter eleven of this 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.

Under penalty of law for false swearing (*West Virginia Code §61-5-3*), it is hereby certified that the vendor affirms and acknowledges the information in this affidavit and is in compliance with the requirements as stated.

WITNESS THE FOLLOWING SIGNATURE

Vendor's Name: Kessler Executives Inc.

Authorized Signature: [Signature] Date: 11-21-11

State of West Virginia

County of Nicholas, to-wit:

Taken, subscribed, and sworn to before me this 21 day of November 2011

My Commission expires Sept 07, 2017

AFFIX SEAL HERE

NOTARY PUBLIC [Signature]

