



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
DEP13751

PAGE
4

ADDRESS CORRESPONDENCE TO ATTENTION OF
CHUCK BOWMAN 304-558-2157

VENDOR

*825135425 304-667-7790
 ABLE CONSTRUCTION LLC
 HC 82 BOX 203A
 MARLINGTON WV 24954

SHIP TO

ENVIRONMENTAL PROTECTION
 DEPARTMENT OF
 OFFICE OF WASTE MANAGEMENT
 601 57TH STREET SE
 CHARLESTON, WV
 25304 304-926-0499

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
09/06/2006				

BID OPENING DATE: **10/10/2006** BID OPENING TIME: **01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
RFQ. NO.:				DEP13751		
BID OPENING DATE:				10/10/2006		
BID OPENING TIME:				1:30 PM		
PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:						
----- 304 799 4630 -----						
CONTACT PERSON (PLEASE PRINT CLEARLY):						
----- Kristi Shisler -----						
***** THIS IS THE END OF RFQ DEP13751 ***** TOTAL: _____						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS		
SIGNATURE <i>Kristi Shisler</i>	TELEPHONE 304-799-4630	DATE 10-05-06
TITLE member	FEIN 80-0113234	ADDRESS CHANGES TO BE NOTED ABOVE

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

WV-36a	STATE OF WEST VIRGINIA PURCHASING CONTINUATION SHEET	Buyer: CB-23	Page 7	Req. or P.O. No: DEP13751
		Spending Unit:		
Vendor: ABLE Construction LLC # 825135425				

Vendor Qualification Sheet

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

County	Requesting Qualification	Minimum Mobilization Cost	County	Requesting Qualification	Minimum Mobilization Cost
Barbour	✓	2400.00	Mercer	✓	2400.00
Berkeley	✓	2400.00	Mineral	✓	2400.00
Boone	✓	2400.00	Mineral	✓	2400.00
Braxton	✓	2400.00	Mingo	✓	2400.00
Brooke	✓	2400.00	Monongalia	✓	2400.00
Cabell	✓	2400.00	Monroe	✓	50.00
Calhoun	✓	2400.00	Morgan	✓	2400.00
Clay	✓	2400.00	Nicholas	✓	0.00
Doddridge	✓	2400.00	Ohio	✓	2400.00
Fayette	✓	150.00	Pendleton	✓	150.00
Gilmer	✓	2400.00	Pleasants	✓	2400.00
Grant	✓	2400.00	Pocahontas	✓	0.00
Greenbrier	✓	0.00	Preston	✓	2400.00
Hampshire	✓	2400.00	Putnam	✓	2400.00
Hancock	✓	2400.00	Raleigh	✓	150.00
Hardy	✓	2400.00	Randolph	✓	0.00
Harrison	✓	2400.00	Ritchie	✓	2400.00
Jackson	✓	2400.00	Roane	✓	2400.00
Jefferson	✓	2400.00	Summers	✓	0.00
Kanawha	✓	2400.00	Taylor	✓	2400.00
Lewis	✓	2400.00	Tucker	✓	2400.00
Lincoln	✓	2400.00	Tyler	✓	2400.00
Logan	✓	2400.00	Upshur	✓	2400.00
Marion	✓	2400.00	Wayne	✓	2400.00
Marshall	✓	2400.00	Webster	✓	100.00
Mason	✓	2400.00	Wetzel	✓	2400.00
McDowell	✓	2400.00	Wirt	✓	2400.00
			Wood	✓	2400.00

Kristi Shuster

ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID BR
ABLCOL1

DATE (MM/DD/YYYY)
05/18/06

PRODUCER Jim Lively Ins. (Lewisburg) 116 W. Washington St. Lewisburg WV 24901 Phone: 304-645-3249 Fax: 304-645-4052	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
	INSURERS AFFORDING COVERAGE	NAIC #
INSURED Able Construction HC-82, Box 203A Marlinton WV 24954	INSURER A: State Auto Group	25135
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY	SOC2252562 02	03/11/06	03/11/07	EACH OCCURRENCE	\$ 1,000,000.
		<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
		<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person)	\$ 5,000.
						PERSONAL & ADV INJURY	\$ 1,000,000.
						GENERAL AGGREGATE	\$ 2,000,000.
						PRODUCTS - COMP/OP AGG	\$ 2,000,000.
						GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	
A		AUTOMOBILE LIABILITY	BAP2125166 02	03/11/06	03/11/07	COMBINED SINGLE LIMIT (Ea accident)	\$ 300,000.
		<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$
		<input checked="" type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per accident)	\$
		<input checked="" type="checkbox"/> HIRED AUTOS				PROPERTY DAMAGE (Per accident)	\$
		<input checked="" type="checkbox"/> NON-OWNED AUTOS					
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$
		<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC	\$
						AUTO ONLY: AGG	\$
		EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE	\$
		<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE	\$
							\$
		<input type="checkbox"/> DEDUCTIBLE					\$
		<input type="checkbox"/> RETENTION \$					\$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATU-TORY LIMITS	OTH-ER
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	\$
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	\$
		OTHER				E.L. DISEASE - POLICY LIMIT	\$

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

CERTIFICATE HOLDER SELF000	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>10</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE
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PRODUCER:

BrickStreet Mutual Insurance Company
4700 MacCorkle Ave., S.E.
Charleston, WV 25304

CERTIFICATE HOLDER:

ABLE CONSTRUCTION LLC
HC 81 BOX 261A
LEWISBURG WV 24901

INSURED:

ABLE CONSTRUCTION LLC
HC 81 BOX 261A
LEWISBURG WV 24901

CERTIFICATE OF INSURANCE

The policy of insurance listed below has been issued to the insured named above for the policy period and coverage indicated. This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policy below. Coverage is contingent on the insured's compliance with policy conditions and premium payment.

If the policy is canceled before the expiration date, BrickStreet Mutual Insurance Company will endeavor to mail a written notice to the certificate holder within 30 days of cancelation. Failure to mail the notice shall impose no obligation or liability of any kind upon BrickStreet Mutual Insurance Company.

POLICY NUMBER: WC10028334-02

DATE CERTIFICATE ISSUED: 06/26/2006

POLICY EFFECTIVE DATE: 07/01/2006

POLICY EXPIRATION DATE: 01/01/2007

WORKERS COMPENSATION AND EMPLOYERS LIABILITY

LIMITS / COVERAGE

WORKERS COMPENSATION - STATUTORY LIMITS

EMPLOYERS LIABILITY LIMITS:

BODILY INJURY BY ACCIDENT:	\$100,000.00	EACH ACCIDENT
BODILY INJURY BY DISEASE:	\$500,000.00	POLICY LIMIT
BODILY INJURY BY DISEASE:	\$100,000.00	EACH EMPLOYEE

**WV BROAD FORM EMPLOYERS LIABILITY ENDORSEMENT -
COVERAGE FOR WV CODE 23-4-2(d)(2)(ii)**

**FEDERAL COAL MINE HEALTH AND SAFETY ACT COVERAGE ENDORSEMENT -
COVERAGE FOR WV CODE 23-4b-1 - FEDERAL BLACK LUNG COVERAGE**

SPECIAL PROVISIONS IF ANY:

ABLE Construction, LLC
HC 82 Box 203A
Marlinton, WV 24954
304-799-4630

TO: WVDEP

DATE: 10-05-06

RE: RFQ # DEP13751

SUBJECT: Cleaning of open solid waste dumps

All work regarding the clean up of illegal open solid waste dumps will be completed in compliance with the guidelines set forth by the WVDEP as outlined in the scope of work. All equipment and personnel needed will be determined on a job by job basis, after viewing of the requested jobs has occurred.

Kristi Shuter, member

A F F I D A V I T

011

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.


LICENSING:

The vendor must be licensed in accordance with any and all state requirements to do business with the state of West Virginia.

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. Vendors should visit www.state.wv.us/admin/purchase/privacy for the Notice of Agency Confidentiality Policies.

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

Vendor's Name: ABLE Construction LLCAuthorized Signature: Date: 10-05-06