

RESOLUTION 15- 002

Town of White Hall, West Virginia

**A RESOLUTION OF THE COUNCIL OF THE TOWN OF WHITE HALL, A WEST VIRGINIA MUNICIPAL CORPORATION, AUTHORIZING THE EXECUTION AND DELIVERY OF A CONSTRUCTION AGREEMENT WITH KITTLE EXCAVATION, INC. AND DETERMINING OTHER MATTERS IN CONNECTION THEREWITH**

**WHEREAS**, the Council Members of the Town of White Hall ("Town") have determined that a true and very real need exists for a small projects contractor with agreed upon rates of labor and equipment rental; and

**WHEREAS**, Town has taken the necessary steps to arrange for the receipt of acceptable bids for such contracting work, and

**WHEREAS**, Town proposes to enter into the Agreement substantially in the form presented in this meeting:

**NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE TOWN OF WHITEHALL AS FOLLOWS:**

Section 1. BEST INTERESTS OF TOWN. It is hereby found and determined that the terms of the Agreement in the form presented to this meeting and incorporated in this resolution are in the best interests of Town to enable a quick response to small projects requiring a contractor;

Section 2. AUTHORIZATION. The Agreement is hereby approved. The Mayor of Town and other officers of Town who shall have power to execute the Contractor Agreement on behalf of Town be, and each of them hereby is, authorized to execute, acknowledge and deliver the Agreement with any changes, insertions and omissions therein as may be approved by the officer(s) who execute the Agreement, such approval to be conclusively evidenced by such execution and delivery of the Agreement. The Mayor or Recorder of the Town and any other officers of Town who shall have power to do so be, and each of them hereby is, authorized to affix the official seal of Town to the Agreement and attest the same.

Section 3. EXECUTION OF DOCUMENTS. The proper officer(s) of Town be, and each of them hereby is, authorized and directed to execute and deliver any and all papers, instruments, and other documents and to do or cause to be done any and all other acts and things necessary or proper for carrying out this resolution and the Agreement.

Section 4. EFFECTIVE DATE. This Resolution shall take effect immediately.

Passed by the Town Council this 26<sup>th</sup> day of October, 2015.

  
\_\_\_\_\_  
GUY WARD, MAYOR

Attest:

  
\_\_\_\_\_  
CHARLES MASON, RECORDER

## CONSTRUCTION AGREEMENT

This Agreement is made this \_\_\_\_\_ day of October, 2015 by and between Town of White Hall, a West Virginia municipal corporation, (hereinafter "Town") and Kittle Excavation, Inc., a West Virginia corporation, 183 Kittle Road, Flemington, West Virginia (hereinafter "Contractor").

### WITNESSETH

The Town does hereby contract with the Contractor to do work and provide all materials, tools, machinery and supervision necessary for small construction projects in the Town, all in accordance with drawings and specifications which shall be prepared by the Town's Engineer or other designees of the Town on terms and conditions to be provided for each project based on the rates provided by Contractor on October 14, 2015, and attached hereto and expressly incorporated herein by reference and made a part hereof.

The Contractor shall commence all work to be performed within 10 days from the date of the Notice to Proceed, and shall complete the work within a time specified during the negotiated terms and conditions for each project, time being of the essence of this contract.

The Contractor shall carry liability insurance and Worker's Compensation insurance in amounts as provided in its bid submission and shall provide Town with proof of such insurance.

#### **1. Hold Harmless**

The Contractor agrees to defend, indemnify and hold the Town harmless from any liability or claim for damage because of bodily injury, death, property damage, sickness, disease or loss and expense arising from the Contractors' negligence in the performance of the construction Contract. Each Contractor and subcontractor is acting in the capacity of an independent Contractor with respect to the Town. The Contractor further agrees to protect, defend and indemnify the Town from any claims by laborers, subcontractors or materialmen for unpaid work or labor performed or materials supplied in connection with the Construction Contract.

#### **2. Assignment of Contract**

The contractor agrees not to assign the Construction Contract without the written consent of the Town.

#### **3. Change Orders**

The Contractor agrees not to make any changes in the schedule of work, design, or of the specifications without written authorization by the Town.

#### **4. Lien Waivers**

The Contractor shall protect, defend and indemnify the Town from any claims for unpaid work, labor or materials.

#### **5. General Guarantee**

The Contractor shall remedy any defect due to faulty material or workmanship and pay for any damage to other work resulting therefrom which shall appear within the period of one year from final payment. Further, the Contractor will furnish Town with all manufacturer's and supplier's written guarantees and warranties covering materials and equipment which may be furnished under this Contract.

## **6. Work Performance**

- 1) The Contractor shall protect all work adjacent to the Contract site from any damage resulting from the work of the Contractor and shall repair or replace any damaged work at his/her own expense.
- 2) The Contractor shall replace and put in good condition any existing conditions damaged in carrying out the contract.
- 3) The Contractor shall take all precautions to protect persons from injury and unnecessary interference or inconvenience.
- 4) The Contractor shall conduct his activities in a business like manner and adhere to the reasonable wishes of the Town in relation to his working schedule.

## **7. Condition of Premises**

The Contractor agrees to keep the premises clean and orderly and to remove all debris as needed during the hours of work in order to maintain work conditions which do not cause health or safety hazards.

## **8. Inspection**

The Town shall have the right to inspect all work performed under this contract. All inspection and certification will be done at the Town's expense.

## **9. Right to Stop Work**

If the Contractor fails to correct defective work or fails to supply materials or equipment in accordance with the Contract Documents, the Town may order the Contractor to stop the work, or any portion thereof, until the cause for such order has been eliminated.

## **10. Payment Schedule**

Payments shall be disbursed within 30 days following presentation of invoice for completion of work.

## **11. Arbitration**

- 1) All claims, disputes, and other matters in question arising out of, or relating to, the Contract Documents or the breach thereof, except for claims which have been waived by the making and acceptance of final payment, shall be decided by Arbitration. Both parties shall select an arbitrator who shall be an attorney licensed in the state of West Virginia; each selected arbitrator shall then select a third arbitrator. Arbitration shall be at a time and location convenient to all parties and each party shall be responsible for half the cost of the arbitration and its own legal costs, if any. The award rendered by the arbitrators shall be final, and judgement may be entered upon it in any court having jurisdiction thereof. Any award shall provide for payment within 30 days of the date of the award.
- 2) Notice of the demand for arbitration shall be filed in writing with the other party to this Agreement. Demand for arbitration shall in no event be made on any claim, dispute or other matter in question which would be barred by the applicable statute of limitations.

3) The Contractor will carry on the work and maintain the progress schedule during any arbitration proceedings, unless otherwise mutually agreed in writing.

**12. Recordkeeping**

Contractor agrees to make all records, invoices, materials, payrolls, records of personnel, conditions of employment and other documentary data available at any time for the purpose of an audit.

**13. Governing Law**

This Agreement shall be governed by the laws of the State of West Virginia and may be modified or amended only by a written instrument executed by both the Town and the Contractor.

IN WITNESS WHEREOF, THE TOWN AND THE CONTRACTOR HAVE EXECUTED THIS CONTRACT AS OF THE DATE FIRST WRITTEN ABOVE.

TOWN OF WHITE HALL, WEST VIRGINIA  
A West Virginia municipal corporation

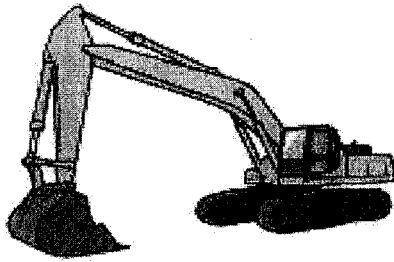
KITTLE EXCAVATING, INC.  
A West Virginia corporation

\_\_\_\_\_  
GUY WARD, MAYOR

\_\_\_\_\_  
GREGORY L. KITTLE, PRESIDENT

\_\_\_\_\_  
CHARLES MASON, RECORDER

\_\_\_\_\_  
ITS: \_\_\_\_\_



## KITTLE EXCAVATION INC.

183 Kittle Rd  
Flemington WV 26347

304-739-2244 Phone

304-739-2663 Fax

[kittleexcavating@yahoo.com](mailto:kittleexcavating@yahoo.com)

**Our company is a full service contracting company. Our Company has a full assortment of equipment & tools for your projects.**

### EXCAVATORS:

5.5 ton w/thumb (rubber tracked mini excavator)-----\$85.00

14 ton (tracked excavator)-----\$95.00

18 ton w/thumb (tracked excavator)-----\$105.00

### RUBBER TIRED BACKHOE:

Rubber tires 4 wheel drive w/ extend a hoe hydraulic breaker & 10' snow plow

Backhoe-----\$85.00

Hyd. Breaker (this rate plus backhoe)-----\$80.00

### DOZERS:

6-ton (70hp)-----\$80.00

10-ton w/winch (100hp)-----\$90.00

18-ton w/winch (125hp)-----\$100.00

### SKID STEERS:

Rubber tired-----\$75.00

Rubber tracked -----\$85.00

8' snow plow attachment

Rock hound attachment

### DUMP TRUCKS:

Single axle (11' bed)-----\$75.00

Tri-axle (17' bed)-----\$85.00

7-ton, 20-ton & 25-ton trailer (for moving of our equipment)

### COMPACTORS:

Vibratory roller (66" drum)-----\$85.00

(all above hourly rates include Operators or Drivers) (most Equipment is on a Minimum @ day cost of

8-hour portal to portal)

### WATER PUMPS:

1 1/2" (flat rate @ day)-----\$55.00

2" (flat rate @ day)-----\$60.00

### AIR COMPRESSOR:

Air compressor W/ breaker (flat rate @ day)-----\$180.00

### TRACTOR:

100hp 4X4 w/ loader & 8' brush hog-----\$90.00

### GENERAL LABORS:

Per Man -Per Hour-----\$35.00

(The Man rate reflects transportation to site & the use hand tools shovels, etc.)

Our company has smaller tools as well, including Concrete tools, Demo & Concrete saws, Hand Tools, Whackers, Vibraplates, Trench shoring, Mulcher, and most related tools or items.

# CONTRACTOR LICENSE

Authorized by the

**West Virginia Contractor Licensing Board**

**Number:** WV010601

**Classification:**  
GENERAL BUILDING

KITTLE EXCAVATION INC  
DBA KITTLE EXCAVATION INC  
183 KITTLE RD  
FLEMINGTON, WV 26347

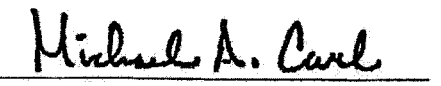
**Date Issued**

MAY 16, 2015

**Expiration Date**

MAY 16, 2016

  
Authorized Company Signature

  
Chair, West Virginia Contractor  
Licensing Board

**WEST VIRGINIA  
CONTRACTOR  
LICENSING  
BOARD**

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



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/02/2015

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

<b>PRODUCER</b> Trinity Financial Group, llc 1401 Buckhannon Pike Nutter Fort, WV 26301		<b>CONTACT NAME:</b> Jarrod Knight <b>PHONE (A/C, No, Ext):</b> 304-566-7580 <b>E-MAIL ADDRESS:</b>		<b>FAX (A/C, No):</b>
<b>INSURED</b> Kittle Excavating, Inc. 183 Kittle Rd Flemington, WV 26347		<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: Farm Family Casualty Insurance Comp.		<b>NAIC #</b> 13803
		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	ADDITIONAL SUBR INSR	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR	Y	Y	4701 X 0574	07/08/2015	07/08/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE						EACH OCCURRENCE \$ AGGREGATE \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below.	Y/N	N/A				WC STATUTORY LIMITS \$ OTHER \$ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

**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.

AUTHORIZED REPRESENTATIVE



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
01/07/2015

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

<b>PRODUCER</b> Trinity Financial Group 1401 Buckhannon Pike  Clarksburg WV 26301-440		<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): E-MAIL ADDRESS: FAX (A/C, No):	
<b>INSURED</b> Kittle Excavation Inc 183 Kittle Road  Flemington WV 26347		<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: Brickstreet Insurance Co NAIC # 12372 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 INSR	WYD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE EACH OCCURRENCE \$ AGGREGATE \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y	N/A	WCB1013694	10/15/2014	10/15/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input checked="" type="checkbox"/> OTHER <b>BROAD FORM</b> E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
OWNERS/OFFICERS/PARTNERS EXCLUDED: GREG KITTLE

<b>CERTIFICATE HOLDER</b>  EVIDENCE OF INSURANCE	<b>CANCELLATION</b> 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 