



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
6610C018

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
MICHAEL AUSTIN 304-558-2402

VENDOR

\*709050359      304-845-2545  
 KLUG BROTHERS INC  
 RD 2 BOX 394  
 MOUNDSVILLE WV 26041

SHIP TO

DIVISION OF HIGHWAYS  
 VARIOUS LOCALES AS INDICATED  
 BY ORDER

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
03/31/2010				

BID OPENING DATE: 04/21/2010      BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 3						
PREVIOUS SPECIFICATIONS CANCELLED IN ITS ENTIRETY, REPLACED WITH THE ATTACHED REVISED SPECIFICATIONS.						
BID OPENING DATE AND TIME REMAINS 04/21/10 @1:30 P.M.						
NO OTHER CHANGES						
0001	1	TN		745-07		
HOT MIX ASPHALT						
***** THIS IS THE END OF RFQ 6610C018 ***** TOTAL:						

RECEIVED  
 APR 20 A 10:06  
 PURCHASING DIVISION  
 STATE OF WV

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Mark Klug</i>	TELEPHONE	DATE 4-19-10
TITLE <i>President</i>	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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](http://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.

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**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 Administration  
 Purchasing Division  
 2019 Washington Street East  
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DIVISION OF HIGHWAYS  
 VARIOUS LOCALES AS INDICATED  
 BY ORDER

DATE PRINTED 04/13/2010	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
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BID OPENING DATE: 04/21/2010 BID OPENING TIME: 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 4						
CHANGES TO THE SPECIFICATIONS ATTACHED.						
BID OPENING DATE AND TIME REMAINS 04/21/10 01:30 P.M.						
NO OTHER CHANGES.						
0001	1	TN		745-07		
HOT MIX ASPHALT						
***** THIS IS THE END OF RFQ 66100018 ***** TOTAL:						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *Mark Klug* TELEPHONE: DATE: 4-19-10  
 TITLE: *Owner* FEIN: ADDRESS CHANGES TO BE NOTED ABOVE

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



State of West Virginia  
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SHIP TO

DIVISION OF HIGHWAYS  
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 BY ORDER

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
03/07/2010				

BID OPENING DATE: 04/07/2010      BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
EXHIBIT 10						
REQUISITION NO.: .....						
ADDENDUM ACKNOWLEDGEMENT						
I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.						
ADDENDUM NO.'S:						
NO. 1 ✓ .....						
NO. 2 ✓ .....						
NO. 3 ✓ .....						
NO. 4 ✓ .....						
NO. 5 .....						
I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS.						
VENDOR MUST CLEARLY UNDERSTAND 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.						
.....						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Maury Klug</i>	TELEPHONE	DATE 4-19-10
TITLE <i>President</i>	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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03/07/2010				

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LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>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 ORDERED FOR DELIVERY DURING THE TERM OF THE CONTRACT, WHETHER MORE OR LESS THAN THE QUANTITIES SHOWN.</p> <p>ORDERING PROCEDURE: SPENDING UNIT(S) SHALL ISSUE A WRITTEN STATE CONTRACT ORDER (FORM NUMBER WV-39) TO THE VENDOR FOR COMMODITIES COVERED BY THIS CONTRACT. THE ORIGINAL COPY OF THE WV-39 SHALL BE MAILED TO THE VENDOR AS AUTHORIZATION FOR SHIPMENT, A SECOND COPY MAILED TO THE PURCHASING DIVISION, AND A THIRD COPY RETAINED BY THE SPENDING UNIT.</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>THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE 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 ANY ELECTRONIC MEDIUM SUCH AS CD-ROM.</p> <p>REV. 05/26/2009</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
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TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
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03/07/2010				

BID OPENING DATE: 04/07/2010      BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
SIGNATURE <i>Mark Klug</i> ..... COMPANY <i>KLUG BROS. INC</i> ..... DATE <i>4-19-10</i>						
NOTE: THIS ADDENDUM ACKNOWLEDGEMENT SHOULD BE SUBMITTED WITH THE BID.  REV. 09/21/2009  EXHIBIT 4  LOCAL GOVERNMENT BODIES: UNLESS THE VENDOR INDICATES IN THE BID HIS REFUSAL TO EXTEND THE PRICES, TERMS, AND CONDITIONS OF THE BID TO COUNTY, SCHOOL, MUNICIPAL AND OTHER LOCAL GOVERNMENT BODIES, THE BID SHALL EXTEND TO POLITICAL SUBDIVISIONS OF THE STATE OF WEST VIRGINIA. IF THE VENDOR DOES NOT WISH TO EXTEND THE PRICES, TERMS, AND CONDITIONS OF THE BID TO ALL POLITICAL SUBDIVISIONS OF THE STATE, THE VENDOR MUST CLEARLY INDICATE SUCH REFUSAL IN HIS BID. SUCH REFUSAL SHALL NOT PREJUDICE THE AWARD OF THIS CONTRACT IN ANY MANNER.  REV. 3/88  WAGE RATES: THE CONTRACTOR OR SUBCONTRACTOR SHALL PAY THE HIGHER OF THE U.S. DEPARTMENT OF LABOR MINIMUM WAGE RATES AS ESTABLISHED FOR VARIOUS COUNTIES, PURSUANT TO WEST VIRGINIA CODE 21-5A, ET, SEQ. (PREVAILING						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Mark Klug</i>	TELEPHONE	DATE <i>4-19-10</i>
TITLE <i>President</i>	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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# Request for Quotation

RFQ NUMBER  
**6610C018**

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ADDRESS CORRESPONDENCE TO ATTENTION OF:  
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**RD 2 BOX 394**  
  
**MOUNDSVILLE WV 26041**

SHIP TO

**DIVISION OF HIGHWAYS**  
**VARIOUS LOCALES AS INDICATED**  
**BY ORDER**

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
<b>03/07/2010</b>				

BID OPENING DATE: **04/07/2010**      BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>WAGE RATES APPLY TO THIS PROJECT).</p> <p>WORKERS' COMPENSATION: VENDOR IS REQUIRED TO PROVIDE CERTIFICATE FROM WORKERS' COMPENSATION IF SUCCESSFUL.</p> <p>ALL OF THE ITEMS CHECKED BELOW WILL BE A REQUIREMENT OF THIS CONTRACT:</p> <p>(XX) INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF COMMERCIAL GENERAL LIABILITY INSURANCE PRIOR TO ISSUANCE OF CONTRACT. UNLESS OTHERWISE SPECIFIED IN THE BID DOCUMENTS, THE MINIMUM AMOUNT OF INSURANCE COVERAGE REQUIRED IS \$250,000.</p> <p>CONTRACTORS LICENSE</p> <p>WEST VIRGINIA STATE CODE 21-11-2 REQUIRES THAT ALL PERSONS DESIRING TO PERFORM CONTRACTING WORK IN THIS STATE MUST BE LICENSED. THE WEST VIRGINIA CONTRACTORS LICENSING BOARD IS EMPOWERED TO ISSUE THE CONTRACTORS LICENSE. APPLICATIONS FOR A CONTRACTORS LICENSE MAY BE MADE BY CONTACTING THE WEST VIRGINIA DIVISION OF LABOR CAPITOL COMPLEX, BUILDING 3, ROOM 319, CHARLESTON, WV 25305. TELEPHONE: (304) 558-7890.</p> <p>NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p>DEPARTMENT OF ADMINISTRATION          PURCHASING DIVISION          BUILDING 15          2019 WASHINGTON STREET, EAST          CHARLESTON, WV 25305-0130</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
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TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
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## District Six

Bid Schedule

- Item A - Hot-Mix Asphalt Section 401  
Base I  
F.O.B. Vendor Plant @ \$ 54.50 per ton  
Per ton
- Item B - Hot-Mix Asphalt Section 401  
37.5mm Superpave  
F.O.B. Vendor's Plant @ \$ N/A per ton  
Per ton
- Item C - Hot-Mix Asphalt Section 401  
Base II  
F.O.B. Vendor's Plant @ \$ 54.50 per ton  
Per ton
- Item D - Hot-Mix Asphalt Section 401  
Patch & Level  
F.O.B. Vendor's Plant @ \$ 54.50 per ton  
Per ton
- Item E - Hot-Mix Asphalt Section 401  
Wearing IV  
F.O.B. Vendor's Plant @ \$ 54.50 per ton  
Per ton
- Item F - Hot-Mix Asphalt Section 402  
Wearing IV  
F.O.B. Vendor's Plant @ \$ N/A per ton  
Per ton
- Item G - Hot-Mix Asphalt Section 401  
19mm Superpave  
F.O.B. Vendor's Plant @ \$ N/A per ton  
Per ton

Bid Schedule Continued

Item H - Hot-Mix Asphalt Section 401  
Scratch Course  
F.O.B. Vendor's Plant @ \$ 62.00 per ton  
Per ton

Item I - Hot-Mix Asphalt Section 402  
9.5mm Superpave  
F.O.B. Vendor's Plant @ \$ N/A per ton  
Per ton

Item J - Hot-Mix Asphalt Section 401  
Wearing I  
F.O.B. Vendor's Plant @ \$ 62.00 per ton  
Per ton

Item K - Hot-Mix Asphalt Section 402  
Wearing I  
F.O.B. Vendor's Plant @ \$ 65.00 per ton  
Per ton

Item L - Hot-Mix Asphalt Section 401  
4.75mm Superpave  
F.O.B. Vendor's Plant @ \$ N/A per ton  
Per ton

Item M - Hot-Mix Asphalt Section 402  
4.75mm Superpave  
F.O.B. Vendor's Plant @ \$ N/A per ton  
Per ton

Item N - Hot-Mix Asphalt Section 401  
Wearing III  
F.O.B. Vendor's Plant @ \$ 74.00 per ton  
Per ton

Item O - Hot-Mix Asphalt Section 402  
Wearing III  
F.O.B. Vendor's Plant @ \$ N/A per ton  
Per ton

Item P - Hot-Mix Asphalt  
Plant Run  
F.O.B. Vendor's Plant @ \$ 60.00 per ton  
Per ton

Bid Schedule ContinuedItem Q - Surcharge for PG70-22 Binder @\$ N/A per tonItem R - Surcharge for PG76-22 Binder @\$ N/A per ton

(Item R will be ordered in 400 ton increments)

Item S - Excavation for Shoulder Paving  
 0 to 1000 SY @\$ 8.80 per sq. yd.  
 1001 to 2000 SY @\$ 6.60 per sq. yd.  
 2001 to 3000 SY @\$ 5.78 per sq. yd.  
 3001 and greater SY @\$ 4.95 per sq. yd.

PER ADENDUM # 4  
"SURCHARGE"

Item T - HMA Base 1 Shoulder Paving  
 0 to 100 tons @\$ ~~11.00~~ per ton 19.00  
 101 to 200 tons @\$ ~~13.00~~ per ton 13.00  
 201 to 500 tons @\$ ~~9.00~~ per ton 9.00  
 501 and greater tons @\$ ~~8.00~~ per ton 8.00

Mary J. Klug

Item U - HMA Base 2 Shoulder Paving  
 0 to 100 @\$ ~~20.00~~ per ton 20.00  
 101 to 200 @\$ ~~14.00~~ per ton 14.00  
 201 to 500 @\$ ~~10.00~~ per ton 10.00  
 501 and above @\$ ~~9.00~~ per ton 9.00

PER ADENDUM # 4  
"SURCHARGE"

Mary J. Klug

Item V - Haul by Vendor  
 @\$ 1.25 for first ton mile and  
 @\$ .25 for each additional mile

Item W - Lay Down of Materials  
 Items A thru O, Each Site  
 0 to 100 tons @\$ 64.00 per ton  
 101 to 200 tons @\$ 40.00 per ton  
 201 to 500 tons @\$ 24.00 per ton  
 501 and up @\$ 9.00 per ton

Item X - Cleaning & Sweeping  
 @\$ .11 per sq. yd.

Item Y - Bituminous Material for Tack Coat  
 Or Prime  
 All Types @\$ 2.75 per gallon

Material furnished and applied under Item Y to be in accordance with Section 408 of the referenced specifications, as directed by the Engineer.

Item Z - Daytime Paving Mobilization - A Mobilization for Paving Charge of \$ 600.00 may be made when the purchase order quantity per paving location is less than 500 tons of Hot-Mix Asphalt and nighttime paving is not specified.

Item AA - Nighttime Paving Mobilization - A Mobilization for Paving Charge of \$1,000.00 may be made when the Engineer directs that the paving is to be done at night.

Item AB - Off Season Plant Opening  
                   @\$1,000.00 for first day  
                   @\$ 700.00 for each additional day

Item AC - Additional Heel-In Joints  
                   @\$ 9.75 per lineal foot

Item AD - Skip Paving Surcharge  
                   @\$ 2.00 per ton

Item AE - Mobilization for Profiling  
                   @\$1,200.00 per SCO

Item AF - Pavement Profiling (Milling), square yards per SCO  
                   Less than 250            \$ 20.00 per sq. yd.  
                   250 less than 500 \$ 13.00 per sq. yd.  
                   500 less than 1000 \$ 9.00 per sq. yd.  
                   1000 less than 2500 @\$ 5.00 per sq. yd.  
                   2500 less than 5000 @\$ 4.00 per sq. yd.  
                   5000 and greater @\$ 2.00 per sq. yd.

Item AG - Pilot Truck and Driver  
                   @\$ 450.00 per day

Item AH - Traffic Control Devices  
                   @\$ 1.44 per Unit

Item AI - Flagger  
                   @\$ 55.00 per Hour

Item AJ - Arrow Board  
                   @\$ 22.00 per Day

Item AK - Milled Rumble Strips        \$ .25 per LF

Item AL - Mobilization for milled rumble strips  
                   @\$3,300.00 per SCO

Item AM - Pavement Repair  
                   @~~\$ 380.00~~ per Ton of HMA Base 2<sup>#</sup> 380.00 PER TON

Item AN - Surcharge for Warm-Mix Asphalt  
                   @ N/A per Ton  
                   For Items A-O

*PER ADDENDUM # 4*

*M. J. Kling*

Vendor's Plant Location

PLANT #1 MOUNDSVILLE, WV

PLANT #2 NEW MARTINSVILLE, WV

Page 4

*PRICING IS THE SAME FOR EITHER LOCATION*



State of West Virginia  
DRUG FREE WORKPLACE CONFORMANCE AFFIDAVIT  
West Virginia Code §21-1D-5

STATE OF WEST VIRGINIA

COUNTY OF MARSHALL, TO-WIT:

I, MARK J. KLYG, after being first duly sworn, depose and state as follows:

1 I am an employee of KLYG BROS., INC.; and,  
(Company Name)

2 I do hereby attest that KLYG BROS., INC.  
(Company Name)

maintains a valid written drug free workplace policy and that such policy is in compliance with **West Virginia Code §21-1D-5.**

The above statements are sworn to under the penalty of perjury.

KLYG BROS., INC.  
(Company Name)

By: Mark J. Klyg

Title: President

Date: 4-19-10

Taken, subscribed and sworn to before me this 19 day of APRIL 2010

By Commission expires APRIL 14, 2013



Mary C. McCray  
(Notary Public)

**THIS AFFIDAVIT MUST BE SUBMITTED WITH THE BID IN ORDER TO COMPLY WITH WV CODE PROVISIONS. FAILURE TO INCLUDE THE AFFIDAVIT WITH THE BID SHALL RESULT IN DISQUALIFICATION OF THE BID.**

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 owed 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: KLUG BROS., INC.

Authorized Signature: Mary Klug Date: 4-19-10

State of WEST VIRGINIA

County of MARSHALL, to-wit:

Taken, subscribed, and sworn to before me this 19 day of APRIL, 2010.

My Commission expires April 14, 2013.

AFFIX SEAL HERE

NOTARY PUBLIC Mary C. McCray



