

***Klug Bros., Inc.***

123 Klug Lane, Moundsville, West Virginia 26041  
Phone 304-845-2545 or 845-7982  
An Equal Opportunity Employer

March 19, 2012

Department of Administration  
Purchasing Division  
2019 Washington Street, East  
Charleston, Wes Virginia

Attention: Alan Cummings

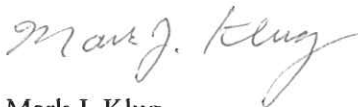
Re: RFQ 6612C017

Mr. Cummings,

Please find enclosed our bid schedule for RFQ 6612C017. When we submitted the original response in February, the schedules were typed as requested, and returned. Since this revised schedule came at a time when I am out of town on vacation, I needed to hand print the information instead of typing it since I have only my computer and printer with me, but no scanner or typewriter. I trust you will understand the situation.

Thank you for your consideration in the matter and for the opportunity to provide pricing for the requisition. If there are any questions, or should you need any additional information, please feel free to contact our office, or my cell phone at 304-280-2502.

Best Regards,



Mark J. Klug  
Klug Bros., Inc.





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  
**6612C017**

PAGE  
**1**

ADDRESS CORRESPONDENCE TO ATTENTION OF  
**ALAN CUMMINGS**  
**304-558-2402**

VENDOR

RFQ COPY  
 TYPE NAME/ADDRESS HERE

*KLUG BROS., INC.*  
*123 KLUG LANE*  
*MOUNDSVILLE, WV 26041*

SHIP TO

DIVISION OF HIGHWAYS  
 VARIOUS LOCALES AS INDICATED  
 BY ORDER

*55 060 1828*

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
01/23/2012				

BID OPENING DATE: **02/29/2012** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001		TN		745-21		
ASPHALTIC CONCRETE, HOT LAID  OPEN END CONTRACT  THE WEST VIRGINIA STATE PURCHASING DIVISION FOR THE AGENCY, THE WEST VIRGINIA DIVISION OF HIGHWAYS, IS SOLICITING BIDS TO PROVIDE THE AGENCY WITH AN OPEN END CONTRACT TO PROVIDE MATERIALS, EQUIPMENT AND LABOR NECESSARY TO LAY DOWN HOT MIX ASPHALT FOR ALL TEN DISTRICTS PER THE ATTACHED SPECIFICATIONS.  TECHNICAL QUESTIONS CONCERNING THIS SOLICITATION MUST BE SUBMITTED IN WRITING TO ALAN CUMMINGS IN THE WEST VIRGINIA STATE PURCHASING DIVISION VIA FAX AT 304-558-4115 OR VIA EMAIL AT ALAN.W.CUMMINGS@WV.GOV.  DEADLINE FOR TECHNICAL QUESTIONS IS 02/16/12 AT THE CLOSE OF BUSINESS.  ANY TECHNICAL QUESTIONS RECEIVED WILL BE ANSWERED BY FORMAL ADDENDUM TO BE ISSUED BY THE PURCHASING DIVISION AFTER THE DEADLINE HAS LAPSED.  EXHIBIT 1  LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON 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						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Mary J. Klug</i>	TELEPHONE 304-845-2545	DATE 3-19-12
TITLE <i>President</i>	FEIN 55 060 1828	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.html](http://www.state.wv.us/admin/purchase/vrc/hipaa.html) 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).



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  
**6612C017**

PAGE  
**2**

ADDRESS CORRESPONDENCE TO ATTENTION OF  
**ALAN CUMMINGS**  
**304-558-2402**

RFQ COPY

TYPE NAME/ADDRESS HERE

VENDOR

*KLUG BROS., INC.*  
*123 KLUG LANE*  
*MOUNDSVILLE, WV 26041*

SHIP TO

DIVISION OF HIGHWAYS  
 VARIOUS LOCALES AS INDICATED  
 BY ORDER

*55 060 1828*

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
01/23/2012				

BID OPENING DATE: **02/29/2012**      BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE 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 BY THE STATE OF WEST VIRGINIA, ITS AGENCIES, OR POLITICAL SUBDIVISIONS, THE TERMS, CONDITIONS AND PRICING SET FORTH 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) SUCCESSIVE 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 WITH 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>INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF COVERAGE OF COMMERCIAL GENERAL LIABILITY INSURANCE</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Mark J. Klug</i>	TELEPHONE <i>304-845-2545</i>	DATE <i>3-19-12</i>
TITLE <i>President</i>	FEIN <i>550601828</i>	ADDRESS CHANGES TO BE NOTED ABOVE

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





State of West Virginia  
 Department of Administration  
 Purchasing Division  
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ADDRESS CORRESPONDENCE TO ATTENTION OF  
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 304-558-2402

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DIVISION OF HIGHWAYS  
 VARIOUS LOCALES AS INDICATED  
 BY ORDER

VENDOR

SHIP TO

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
01/23/2012				

BID OPENING DATE: 02/29/2012 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>PRIOR TO ISSUANCE OF THE CONTRACT. UNLESS OTHERWISE SPECIFIED IN THE BID DOCUMENTS, THE MINIMUM AMOUNT OF INSURANCE COVERAGE REQUIRED IS \$250,000.</p> <p>WORKER'S COMPENSATION: VENDOR IS REQUIRED TO PROVIDE A CERTIFICATE FROM WORKER'S COMPENSATION IF SUCCESSFUL.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.</p> <p>REV. 9/98</p> <p>EXHIBIT 4</p> <p>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.</p> <p>REV. 3/88</p> <p>EXHIBIT 10</p> <p style="text-align: right;">REQUISITION NO.: ..... 6612C017</p> <p>ADDENDUM ACKNOWLEDGEMENT</p> <p>I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Mary K. King</i>	TELEPHONE 304-845-2545	DATE 3-19-12
TITLE <i>Print</i>	FEIN 550601828	ADDRESS CHANGES TO BE NOTED ABOVE

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



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ADDRESS CORRESPONDENCE TO ATTENTION OF:  
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SHIP TO

DIVISION OF HIGHWAYS  
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 BY ORDER

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
01/23/2012				
BID OPENING DATE: 02/29/2012		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>NOTE: THIS ADDENDUM ACKNOWLEDGEMENT SHOULD BE SUBMITTED WITH THE BID.</p> <p>REV. 09/21/2009</p> <p>PURCHASING CARD ACCEPTANCE: THE STATE OF WEST VIRGINIA CURRENTLY UTILIZES A VISA PURCHASING CARD PROGRAM WHICH IS ISSUED THROUGH A BANK. THE SUCCESSFUL VENDOR MUST ACCEPT THE STATE OF WEST VIRGINIA VISA PURCHASING CARD FOR PAYMENT OF ALL ORDERS PLACED BY ANY STATE AGENCY AS A CONDITION OF AWARD.</p> <p>REV 07/16/2007</p> <p style="text-align: center;">NOTICE</p> <p>A 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>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER: ALAN CUMMINGS - FILE 33</p> <p>RFQ. NO.: 6612C017</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
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# Request for Quotation

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**4**

ADDRESS CORRESPONDENCE TO ATTENTION OF  
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*KLUG BROS., INC*  
*123 KLUG LANE*  
*MOUNDSVILLE, WV 26041*  
  
*550601828*

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DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
01/23/2012				

BID OPENING DATE: **02/29/2012** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.</p> <p>ADDENDUM NO.'S:</p> <p>NO. 1 .. ✓ .....</p> <p>NO. 2 .. ✓ .....</p> <p>NO. 3 .. ✓ .....</p> <p>NO. 4 .. ✓ .....</p> <p>NO. 5 .. ✓ .....</p> <p style="text-align: center;"><i>"COPIES ATTACHED TO BID"</i></p> <p>I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS.</p> <p>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.</p> <p style="text-align: center;"> <i>Mark J. Klug</i> .....            SIGNATURE    <i>KLUG BROS., INC.</i> .....            COMPANY    <i>3-19-12</i> .....            DATE         </p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE	TELEPHONE	DATE	
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# Request for Quotation

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**6**

ADDRESS CORRESPONDENCE TO ATTENTION OF  
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*KLUG BROS., INC*  
*123 KLUG LANE*  
*MOUNDSVILLE, WV 26041*

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DIVISION OF HIGHWAYS  
 VARIOUS LOCALES AS INDICATED  
 BY ORDER

*550601828*

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
01/23/2012				

BID OPENING DATE: **02/29/2012** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>BID OPENING DATE: <i>2/29/12 3-21-12</i></p> <p>BID OPENING TIME: <i>1:30 P.M.</i></p> <p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:  <i>304-845-7982</i></p> <p>CONTACT PERSON (PLEASE PRINT CLEARLY):  <i>MARK J. KLUG</i></p> <p>ANY INDIVIDUAL SIGNING THIS BID IS CERTIFYING THAT:            (1) HE OR SHE IS AUTHORIZED BY THE BIDDER TO EXECUTE THE BID OR ANY DOCUMENTS RELATED THERETO ON BEHALF OF THE BIDDER, (2) THAT HE OR SHE IS AUTHORIZED TO BIND THE BIDDER IN A CONTRACTUAL RELATIONSHIP, AND (3) THAT THE BIDDER HAS PROPERLY REGISTERED WITH ANY STATE AGENCIES THAT MAY REQUIRE REGISTRATION.</p> <p>***** THIS IS THE END OF RFQ 6612C017 ***** TOTAL: _____</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Mark J. Klug</i>	TELEPHONE <i>304-845-2545</i>	DATE <i>3-19-12</i>
OFFICE <i>President</i>	FEIN <i>550601828</i>	ADDRESS CHANGES TO BE NOTED ABOVE

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**District 6 - Brooke County, Hancock County, Marshall County,  
Ohio County, Tyler County and Wetzel County**

Item	Items A - P shall include FOB Vendor's Plant Item Description	Unit of Measure	Cost Per Unit
A	Hot-Mix Asphalt Section 401 - Base I	TON	63.95
B	Hot-Mix Asphalt Section 401 - 37.5mm Superpave	TON	
C	Hot-Mix Asphalt Section 401 - Base II	TON	63.95
D	Hot-Mix Asphalt Section 401 - Patch and Level	TON	63.95
E	Hot-Mix Asphalt Section 401 - Wearing IV	TON	63.95
F	Hot-Mix Asphalt Section 402 - Wearing IV	TON	
G	Hot-Mix Asphalt Section 401 - 19mm Superpave	TON	
H	Hot-Mix Asphalt Section 401 - Scratch Course	TON	70.20
I	Hot-Mix Asphalt Section 402 - 9.5mm Superpave	TON	
J	Hot-Mix Asphalt Section 401 - Wearing I	TON	70.20
K	Hot-Mix Asphalt Section 402 - Wearing I	TON	72.45
L	Hot-Mix Asphalt Section 401 - 4.75mm Superpave	TON	
M	Hot-Mix Asphalt Section 402 - 4.75 mm Superpave	TON	
N	Hot-Mix Asphalt Section 401 - Wearing III	TON	83.10
O	Hot-Mix Asphalt Section 402 - Wearing III	TON	
P	Hot-Mix Asphalt - Plant Run	TON	68.75
Q	Surcharge for PG70-22 Binder	TON	
R	Surcharge for PG76-22 Binder - Ordered in 400 Ton increments	TON	
S	Excavation for Shoulder Paving		
	a) 0-1000	SQ YARD	10.00
	b) 1001-2000	SQ YARD	8.75
	c) 2001-3000	SQ YARD	7.75
	d) 3001 and greater	SQ YARD	6.50
T	Hot-Mix Asphalt Base 1 Shoulder Paving Surcharge		
	a) 0-100	TON	7.00
	b) 101-200	TON	6.50
	c) 201-500	TON	5.75
	d) 501 and greater	TON	5.25
U	Hot-Mix Asphalt Base 2 Shoulder Paving Surcharge		
	a) 0-100	TON	7.00
	b) 101-200	TON	6.50
	c) 201-500	TON	5.75
	d) 501 and greater	TON	5.25
V	Haul by Vendor		
	a) First Ton Mile	MILE	1.75
	b) Each Additional Mile	MILE	.25
W	Lay Down of Materials - Items A thru O, Each Site		
	a) 0-100	TON	62.50
	b) 101-200	TON	41.50
	c) 201-500	TON	21.75
	d) 501 and greater	TON	8.75

**District 6 - Brooke County, Hancock County, Marshall County,  
Ohio County, Tyler County and Wetzel County**

Item	Item Description	Unit of Measure	Cost Per Unit
X	Cleaning and Sweeping	SQ YARD	.11
Y	Bituminous Material for Tack Coat or Prime Material furnished and applied under Item Y to be in accordance with Section 408 of the referenced specifications, as directed by the Division of Highways' District Engineer.	GALLON	3.00
Z	Daytime Paving Mobilization A Mobilization for Paving Charge may be made when the Agency Release order quantity per paving location is less than 500 tons of Hot-Mix Asphalt and night-time paving is not specified.	See Description	600.00
AA	Nighttime Paving Mobilization A Mobilization for Paving Charge may be made when the Division of Highways' District Engineer directs that the paving is to be done at night.	See Description	1,000.00
AB	Off-Season Plant Opening		
	a) First Day	DAY	1,000.00
	b) Each Additional Day	DAY	700.00
AC	Additional Heel-In Joints	LINEAL FOOT	9.75
AD	Skip Paving Surcharge	TON	2.00
AE	Mobilization for Profiling	Per Agency Release	1,200.00
AF	Payment Profiling (Milling)		
	a) Less than 250	SQ YARD	20.00
	b) 251-500	SQ YARD	13.00
	c) 501-1000	SQ YARD	9.00
	d) 1001-2500	SQ YARD	5.00
	e) 2501-5000	SQ YARD	3.50
	f) 5001 and greater	SQ YARD	2.00
AG	Pilot Truck and Driver	PER DAY	475.00
AH	Traffic Control Devices	UNIT 1.44	1.44
AI	Flagger	HOUR	55.00
AJ	Arrow Board	DAY	23.00
AK	Milled Rumble Strips	LINEAL FOOT	.30
AL	Mobilization for Milled Rumble Strips	Per Agency Release	3400.00
AM	Pavement Repair - Hot-Mix Asphalt Base 2	TON	290.00
AN	Surcharge for Warm-Mix Asphalt - Item A thru O	TON	
AO	Surcharge for Parking Lot and Facility Paving - Item A thru O	TON	4.75
	Vendor's Plant Location: <b>SEE NOTE BELOW</b> PLANT # 1 : STATE ROUTE 2, SOUTH LAFAYETTE AVENUE MOUNDSVILLE, WV		

**NOTE: If Vendor is supplying materials from more than one plant, a separate bid schedule MUST be submitted for each plant. If separate schedules are not submitted, the plant not appearing on a separate schedule will be disqualified from that Vendor's award.**

( \* PLANT # 2 ON SEPARATE SCHEDULE ENCLOSED. )

**District 6 - Brooke County, Hancock County, Marshall County,  
Ohio County, Tyler County and Wetzel County**

Item	Item Description	Unit of Measure	Cost Per Unit
<b>Items A - P shall include FOB Vendor's Plant</b>			
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B	Hot-Mix Asphalt Section 401 - 37.5mm Superpave	TON	
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F	Hot-Mix Asphalt Section 402 - Wearing IV	TON	
G	Hot-Mix Asphalt Section 401 - 19mm Superpave	TON	
H	Hot-Mix Asphalt Section 401 - Scratch Course	TON	70.20
I	Hot-Mix Asphalt Section 402 - 9.5mm Superpave	TON	
J	Hot-Mix Asphalt Section 401 - Wearing I	TON	70.20
K	Hot-Mix Asphalt Section 402 - Wearing I	TON	70.25
L	Hot-Mix Asphalt Section 401 - 4.75mm Superpave	TON	
M	Hot-Mix Asphalt Section 402 - 4.75 mm Superpave	TON	
N	Hot-Mix Asphalt Section 401 - Wearing III	TON	83.10
O	Hot-Mix Asphalt Section 402 - Wearing III	TON	
P	Hot-Mix Asphalt - Plant Run	TON	68.75
Q	Surcharge for PG70-22 Binder	TON	
R	Surcharge for PG76-22 Binder - Ordered in 400 Ton increments	TON	
S	Excavation for Shoulder Paving		
	a) 0-1000	SQ YARD	10.00
	b) 1001-2000	SQ YARD	8.75
	c) 2001-3000	SQ YARD	7.75
	d) 3001 and greater	SQ YARD	6.50
T	Hot-Mix Asphalt Base 1 Shoulder Paving Surcharge		
	a) 0-100	TON	7.00
	b) 101-200	TON	6.50
	c) 201-500	TON	5.75
	d) 501 and greater	TON	5.25
U	Hot-Mix Asphalt Base 2 Shoulder Paving Surcharge		
	a) 0-100	TON	7.00
	b) 101-200	TON	6.50
	c) 201-500	TON	5.75
	d) 501 and greater	TON	5.25
V	Haul by Vendor		
	a) First Ton Mile	MILE	1.75
	b) Each Additional Mile	MILE	.25
W	Lay Down of Materials - Items A thru O, Each Site		
	a) 0-100	TON	62.50
	b) 101-200	TON	41.50
	c) 201-500	TON	21.75
	d) 501 and greater	TON	8.75

District 6 - Brooke County, Hancock County, Marshall County,  
Ohio County, Tyler County and Wetzel County

Item	Item Description	Unit of Measure	Cost Per Unit
X	Cleaning and Sweeping	SQ YARD	.11
Y	Bituminous Material for Tack Coat or Prime Material furnished and applied under Item Y to be in accordance with Section 408 of the referenced specifications, as directed by the Division of Highways' District Engineer.	GALLON	3.00
Z	Daytime Paving Mobilization A Mobilization for Paving Charge may be made when the Agency Release order quantity per paving location is less than 500 tons of Hot-Mix Asphalt and night-time paving is not specified.	See Description	600.00
AA	Nighttime Paving Mobilization A Mobilization for Paving Charge may be made when the Division of Highways' District Engineer directs that the paving is to be done at night.	See Description	1,000.00
AB	Off-Season Plant Opening a) First Day b) Each Additional Day	DAY DAY	1,000.00 700.00
AC	Additional Heat-In Joints	LINEAL FOOT	9.75
AD	Skip Paving Surcharge	TON	2.00
AE	Mobilization for Profiling Payment Profiling (Milling)	Per Agency Release	1,200.00
AF	a) Less than 250 b) 251-500 c) 501-1000 d) 1001-2500 e) 2501-5000 f) 5001 and greater	SQ YARD SQ YARD SQ YARD SQ YARD SQ YARD SQ YARD	2.00 13.00 9.00 5.00 2.50 2.00
AG	Pilot Truck and Driver	PER DAY	475.00
AH	Traffic Control Devices	UNIT 1.44	1.44
AI	Flagger	HOUR	55.00
AJ	Arrow Board	DAY	23.00
AK	Milled Rumble Strips	LINEAL FOOT	.30
AL	Mobilization for Milled Rumble Strips	Per Agency Release	3400.00
AM	Pavement Repair - Hot-Mix Asphalt Base 2	TON	290.00
AN	Surcharge for Warm-Mix Asphalt - Item A thru O	TON	
AO	Surcharge for Parking Lot and Facility Paving - Item A thru O	TON	4.75
	Vendor's Plant Location: <b>SEE NOTE BELOW</b> <i>PLANT # 2 : WETZEL STREET NEW MARTINSVILLE, WV</i>		

**NOTE:** If Vendor is supplying materials from more than one plant, a separate bid schedule **MUST** be submitted for each plant. If separate schedules are not submitted, the plant not appearing on a separate schedule will be disqualified from that Vendor's award.

( \* PLANT # 1 ON SEPARATE SCHEDULE ENCLOSED )



# VENDOR PREFERENCE CERTIFICATE

Certification and application\* is hereby made for Preference in accordance with *West Virginia Code*, §5A-3-37. (Does not apply to construction contracts). *West Virginia Code*, §5A-3-37, provides an opportunity for qualifying vendors to request (at the time of bid) preference for their residency status. Such preference is an evaluation method only and will be applied only to the cost bid in accordance with the *West Virginia Code*. This certificate for application is to be used to request such preference. The Purchasing Division will make the determination of the Resident Vendor Preference, if applicable.

**1. Application is made for 2.5% resident vendor preference for the reason checked:**

- Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; **or**,
- Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; **or**,
- Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; **or**,

**2. Application is made for 2.5% resident vendor preference for the reason checked:**

- Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; **or**,

**3. Application is made for 2.5% resident vendor preference for the reason checked:**

- Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; **or**,

**4. Application is made for 5% resident vendor preference for the reason checked:**

- Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; **or**,

**5. Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:**

- Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; **or**,

**6. Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:**

- Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.

Bidder understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the requirements for such preference, the Secretary may order the Director of Purchasing to: (a) reject the bid; or (b) assess a penalty against such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency or deducted from any unpaid balance on the contract or purchase order.

By submission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and authorizes the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid the required business taxes, provided that such information does not contain the amounts of taxes paid nor any other information deemed by the Tax Commissioner to be confidential.

Under penalty of law for false swearing (*West Virginia Code*, §61-5-3), Bidder hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate changes during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.

Bidder: KLUG BROS, INC.

Signed: Mark J. Klug

Date: 3-19-12

Title: PRESIDENT

\*Check any combination of preference consideration(s) indicated above, which you are entitled to receive.

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 C. Klug* Date: 3-19-12

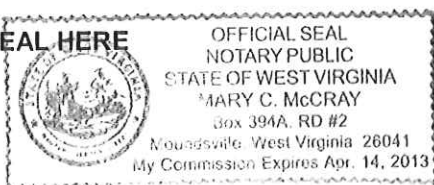
State of WEST VIRGINIA

County of MARSHALL, to-wit:

Taken, subscribed, and sworn to before me this 19 day of MARCH, 2012

My Commission expires APRIL 14, 2013, 20  .

AFFIX SEAL HERE



NOTARY PUBLIC

*Mary C. McCray*



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
3/8/2012

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> Commercial Lines - (304) 232-0600 Wells Fargo Insurance Services of West Virginia Inc. #2 22nd Street, 2nd Floor Wheeling, WV 26003-3826	<b>CONTACT NAME:</b> Bri Harveth	
	<b>PHONE (A/C, No, Ext):</b> (304)232-0600	<b>FAX (A/C, No):</b> (304)233-5536
<b>E-MAIL ADDRESS:</b> bri.harveth@wellsfargo.com		
<b>INSURED</b> Klug Bros., Inc. 123 Klug Lane  Moundsville, WV 26041	<b>INSURER(S) AFFORDING COVERAGE</b>	
	<b>INSURER A:</b> Westfield Insurance Company	<b>NAIC #</b> 24112
	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
<b>INSURER F:</b>		

**COVERAGES** **CERTIFICATE NUMBER:** 4008406 **REVISION NUMBER:** See below

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 WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> <b>CLAIMS-MADE</b> <input checked="" type="checkbox"/> <b>OCCUR</b>  GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> <b>POLICY</b> <input checked="" type="checkbox"/> <b>PRO-JECT</b> <input type="checkbox"/> <b>LOC</b>		TRA3748154	12/01/2011	12/01/2012	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
							\$
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> <b>ANY AUTO</b> <input type="checkbox"/> <b>ALL OWNED AUTOS</b> <input type="checkbox"/> <b>HIRED AUTOS</b>  <input type="checkbox"/> <b>SCHEDULED AUTOS</b> <input type="checkbox"/> <b>NON-OWNED AUTOS</b>		TRA3748154	12/01/2011	12/01/2012	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
							\$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> <b>OCCUR</b> <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> <b>CLAIMS-MADE</b>  <input type="checkbox"/> <b>DED</b> <input type="checkbox"/> <b>RETENTION \$</b>		TRA3748154	12/01/2011	12/01/2012	EACH OCCURRENCE	\$ 2,000,000
						AGGREGATE	\$ 2,000,000
							\$
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	<input type="checkbox"/> <b>Y/N</b> <input checked="" type="checkbox"/> <b>Y</b> <b>N/A</b>	WCP5269887 West Virginia Broad Form Ends Included	06/12/2011	06/12/2012	<input checked="" type="checkbox"/> <b>WC STATU-TORY LIMITS</b> <input type="checkbox"/> <b>OTH-ER</b>	
						E.L. EACH ACCIDENT	\$ 1,000,000
						E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
						E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

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

<b>CERTIFICATE HOLDER</b> West Virginia Department of Transportation/Division of Highways 1900 Kanawha Boulevard East Charleston, WV 25305	<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 
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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
6612C017

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
ALAN CUMMINGS 304-558-2402

RFQ COPY

TYPE NAME/ADDRESS HERE

V  
E  
N  
D  
O  
R

*KLUG BROS, INC.  
 123 KLUG LANE  
 MOUNDSVILLE, WV 26041  
 550601828*

S  
H  
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P  
T  
O

DIVISION OF HIGHWAYS  
 VARIOUS LOCALES AS INDICATED  
 BY ORDER

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
03/07/2012				

BID OPENING DATE: 03/21/2012 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
				ADDENDUM NO.03		
				ISSUED TO CHANGE SPECIFICATIONS PER THE ATTACHED. BID OPENING DATE AND TIME HAVE CHANGED FROM 3/14/12 AT 1:30 P.M. TO 3/21/2012 AT 1:30 P.M.		
0001		TN		745-21 ASPHALTIC CONCRETE, HOT LAID		
***** THIS IS THE END OF RFQ 6612C017 ***** TOTAL:						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>[Signature]</i>	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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



- 1 Section 1, Specifications
- Section 6, Contract Completion
- Section 7.6.2.3, Haul of Profiled Cuttings
- Section 7.7, Maintenance of Traffic
- Section 9, Weighing Materials Delivered by Truck

The above Sections of the Specifications which read:

...Standard Specifications Roads and Bridges, Adopted 2010 as modified by the January 1, 2011 Supplemental Specifications.....

Shall be revised to read:

...Standard Specifications Roads and Bridges, Adopted 2010 as modified by the January 1, 2011 Supplemental Specifications **and the January 1, 2012 Supplemental Specifications**.....

2 Section 7.11, Price Adjustment of Asphalt Cement

Replace the entire section with the following:

7.11 Price Adjustment of Asphalt Cement

Due to the uncertainty in estimating the cost of petroleum products that will be used during the life of this contract, adjustment in compensation for contract Items A through P is provided for in the West Virginia Department of Transportation, Division of Highways' Standard Specifications Roads and Bridges, Adopted 2010 as modified by the January 1, 2011 Supplemental Specifications and the January 1, 2012 Supplemental Specifications. Refer to the table below:

ITEM	DESCRIPTION	AC (Average Asphalt Content)
A	Section 401 Base I	3.9
B	Section 401 37.5mm Superpave	4.1
C	Section 401 Base II	5.0
D	Section 401 Patch and Level	5.0
E	Section 401 Wearing IV	4.9
F	Section 402 Wearing IV	4.9
G	Section 401 19mm Superpave	4.9
H	Section 401 Scratch Course	5.7
I	Section 402 9.5mm Superpave	6.0
J	Section 401 Wearing I	5.7
K	Section 402 Wearing I	6.2
L	Section 401 4.75mm Superpave	7.6
M	Section 402 4.75mm Superpave	7.6
N	Section 401 Wearing III	7.6
O	Section 402 Wearing III	7.6
P	Plant Run	5.7

3 Section 7.12, Price Adjustment of Fuel Oil No. 2 (Diesel Fuel)

Replace the entire section with the following:

7.12 Price Adjustment of Fuel Oil No. 2 (Diesel Fuel)

Due to the uncertainty in estimating the cost of diesel fuel that will be used during the life of this contract, adjustment in compensation for contract Items A through O is provided for in the West Virginia Department of Transportation, Division of Highways' Standard Specifications Roads and Bridges, Adopted 2010 as modified by the January 1, 2011 Supplemental Specifications and the January 1, 2012 Supplemental Specifications.



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
6612C017

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
ALAN CUMMINGS
304-558-2402

RFQ COPY

TYPE NAME/ADDRESS HERE

VENDOR

*KLUG BROS., INC.*  
*123 KLUG LANE*  
*MOUNDSVILLE, WV 26041*  
*550601828*

SHIP TO

DIVISION OF HIGHWAYS  
 VARIOUS LOCALES AS INDICATED  
 BY ORDER

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
02/28/2012				

BID OPENING DATE: 03/14/2012 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
				ADDENDUM NO.02		
				ISSUED TO CHANGE BID OPENING DATE AND TIME FROM 2/29/12 AT 1:30 P.M. TO 3/14/12 AT 1:30 P.M.		
0001		TN	745-21	ASPHALTIC CONCRETE, HOT LAID		
***** THIS IS THE END OF RFQ 6612C017 ***** TOTAL:						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>M.J.K.</i>	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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



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
6612C017

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
ALAN CUMMINGS 304-558-2402

VENDOR

RFQ COPY  
 TYPE NAME/ADDRESS HERE  
 KLUG BROS., INC.  
 123 KLUG LANE  
 MOUNDSVILLE, WV 26041  
 55 060 1828

SHIP TO

DIVISION OF HIGHWAYS  
 VARIOUS LOCALES AS INDICATED  
 BY ORDER

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS		
02/14/2012						
BID OPENING DATE: 02/29/2012		BID OPENING TIME 01:30PM				
LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001		TN	745-21	ASPHALTIC CONCRETE, HOT LAID		
ADDENDUM NO. 01 ISSUED TO ADVISE BIDDERS OF THE DIVISION OF HIGHWAYS' INTENTION WITH NEW CONTRACT 6612C017 PER THE ATTACHED. BID OPENING DATE AND TIME REMAIN UNCHANGED AS 2/29/2012 AT 1:30 P.M. ***** THIS IS THE END OF RFQ 6612C017 ***** TOTAL:						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>m.j.k.</i>	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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



This addendum is to make bidders aware of the following:

1. Upon award of the new Hot Mix contracts 6612C017, there will be no new Agency Releases made toward current Hot Mix contracts 6611C025.
2. All Agency Releases toward current Hot Mix contracts 6611C025, issued and outstanding prior to the new award date of Hot Mix contracts 6612C017, will be honored.
3. To allow completion of outstanding Agency Releases, current Hot Mix contracts 6611C025 will not be cancelled, but will expire at their original expiration date of June 30, 2012.

These guidelines should allow a clean separation of the contracts and a transition to a single contract next year. The intent is to simplify administrative processes for all parties.

Bid opening date will remain the same, February 29, 2012.