



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

**State of West Virginia
 Solicitation Response**

Proc Folder: 823541
Solicitation Description: Addendum#2
 Asphalt Material Delivery & Labor by Vendor
Proc Type: Agency Master Agreement

Solicitation Closes	Solicitation Response	Version
2021-02-23 14:30	SR 0803 ESR02182100000005663	1

VENDOR
 000000203859
 KLUG BROS INC

Solicitation Number: ARFQ 0803 DOT2100000029
Total Bid: 0
Response Date: 2021-02-23
Response Time: 07:17:32
Comments:

FOR INFORMATION CONTACT THE BUYER

Tina L Lewis
 304-414-6859
 tina.l.lewis@wv.gov

Vendor Signature X **FEIN#** **DATE**

All offers subject to all terms and conditions contained in this solicitation

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
2	Asphalt	0.00000	SY	1.000000	0.00

Comm Code	Manufacturer	Specification	Model #
30121601			

Commodity Line Comments:

Extended Description:

Asphalt

Asphalt Materials Delivery & Labor by Vendor by County

ATTACHMENT A PRICING PAGE (ATT A)

Vendor name shall be entered here by the Vendor: Klug Bros.,Inc

Vendor Instructions: For bidding, Vendor shall mark with an "X" the counties that correspond with the pricing on this page. If Vendor has varied pricing per county, Vendor shall complete a separate set of Pricing Pages (ATT A and ATT B) as well as separate Plant Information Forms (ATT C & ATT D) for each county pricing set. Vendor must complete TWO Pricing Pages (ATT A and ATT B) as well as all Plant Information Forms for each pricing set submitted.

<input type="checkbox"/>	Barbour	<input type="checkbox"/>	Doddridge	<input type="checkbox"/>	Harrison	<input checked="" type="checkbox"/>	Marshall	<input type="checkbox"/>	Morgan	<input type="checkbox"/>	Raleigh	<input type="checkbox"/>	Upshur
<input type="checkbox"/>	Berkeley	<input type="checkbox"/>	Fayette	<input type="checkbox"/>	Jackson	<input type="checkbox"/>	Mason	<input type="checkbox"/>	Nicholas	<input type="checkbox"/>	Randolph	<input type="checkbox"/>	Wayne
<input type="checkbox"/>	Boone	<input type="checkbox"/>	Gilmer	<input type="checkbox"/>	Jefferson	<input type="checkbox"/>	McDowell	<input checked="" type="checkbox"/>	Ohio	<input type="checkbox"/>	Ritchie	<input type="checkbox"/>	Webster
<input type="checkbox"/>	Braxton	<input type="checkbox"/>	Grant	<input type="checkbox"/>	Kanawha	<input type="checkbox"/>	Mercer	<input type="checkbox"/>	Pendleton	<input type="checkbox"/>	Roane	<input checked="" type="checkbox"/>	Wetzel
<input checked="" type="checkbox"/>	Brooke	<input type="checkbox"/>	Greenbrier	<input type="checkbox"/>	Lewis	<input type="checkbox"/>	Mineral	<input type="checkbox"/>	Pleasants	<input type="checkbox"/>	Summers	<input type="checkbox"/>	Wirt
<input type="checkbox"/>	Cabell	<input type="checkbox"/>	Hampshire	<input type="checkbox"/>	Lincoln	<input type="checkbox"/>	Mingo	<input type="checkbox"/>	Pocahontas	<input type="checkbox"/>	Taylor	<input type="checkbox"/>	Wood
<input type="checkbox"/>	Calhoun	<input type="checkbox"/>	Hancock	<input type="checkbox"/>	Logan	<input type="checkbox"/>	Monongalia	<input type="checkbox"/>	Preston	<input type="checkbox"/>	Tucker	<input type="checkbox"/>	Wyoming
<input type="checkbox"/>	Clay	<input type="checkbox"/>	Hardy	<input type="checkbox"/>	Marion	<input type="checkbox"/>	Monroe	<input type="checkbox"/>	Putnam	<input checked="" type="checkbox"/>	Tyler		

Supplier Name - Vendor's Sourced Plant	Contract Item #	Contract Item Description	Unit of Measure	List Price
Klug - Plant #1 Moundsville, WV and or Plant #2 New Martinsville, WV	A1	Asphalt Section 401 - Base I	TON	\$62.40
Klug - Plant #1 Moundsville, WV and or Plant #2 New Martinsville, WV	A2	Asphalt Section 401 - 25mm Superpave	TON	\$63.90
Klug - Plant #1 Moundsville, WV and or Plant #2 New Martinsville, WV	A3	Asphalt Section 401 - Base II	TON	\$62.40
Klug - Plant #1 Moundsville, WV and or Plant #2 New Martinsville, WV	A4	Asphalt Section 401 - Patch and Level	TON	\$62.40
Klug - Plant #1 Moundsville, WV and or Plant #2 New Martinsville, WV	A5	Asphalt Section 401 - Wearing IV	TON	\$62.50
Klug - Plant #1 Moundsville, WV and or Plant #2 New Martinsville, WV	A6	Asphalt Section 402 - Wearing IV	TON	
Klug - Plant #1 Moundsville, WV and or Plant #2 New Martinsville, WV	A7	Asphalt Section 401 - 19mm Superpave	TON	\$63.90
Klug - Plant #1 Moundsville, WV and or Plant #2 New Martinsville, WV	A8	Asphalt Section 401 - Scratch Course	TON	\$69.25
Klug - Plant #1 Moundsville, WV and or Plant #2 New Martinsville, WV	A9	Asphalt Section 402 - 9.5mm Superpave	TON	
Klug - Plant #1 Moundsville, WV and or Plant #2 New Martinsville, WV	A10	Asphalt Section 401 - Wearing 1	TON	\$69.25
Klug - Plant #1 Moundsville, WV and or Plant #2 New Martinsville, WV	A11	Asphalt Section 402 - Wearing 1	TON	\$76.00
Klug - Plant #1 Moundsville, WV and or Plant #2 New Martinsville, WV	A12	Asphalt Section 401 - 12.5mm Superpave	TON	
Klug - Plant #1 Moundsville, WV and or Plant #2 New Martinsville, WV	A13	Asphalt Section 402 - 4.75mm Superpave	TON	
Klug - Plant #1 Moundsville, WV and or Plant #2 New Martinsville, WV	A14	Asphalt Section 401 - Wearing III	TON	\$79.95
Klug - Plant #1 Moundsville, WV and or Plant #2 New Martinsville, WV	A15	Asphalt Section 402 - Wearing III	TON	
Klug - Plant #1 Moundsville, WV and or Plant #2 New Martinsville, WV	A16	Asphalt Section 401 - 12.5mm Superpave	TON	\$71.00
Klug - Plant #1 Moundsville, WV and or Plant #2 New Martinsville, WV	A17	Asphalt Section 402 - 12.5mm Superpave	TON	
Klug - Plant #1 Moundsville, WV and or Plant #2 New Martinsville, WV	B	Shoulder Stone Placement for Asphalt Section 307 - Class 10	TON	\$48.00
	C	Shoulder Stone Mobilization - Complete on Attachment B (ATT B)	LUMP SUM	-----
Klug - Plant #1 Moundsville, WV and or Plant #2 New Martinsville, WV	D1	Haul by Vendor Shoulder Stone Placement - First Ton Mile	MILE	\$2.00
Klug - Plant #1 Moundsville, WV and or Plant #2 New Martinsville, WV	D2	Haul by Vendor Shoulder Stone Placement - Each Additional Mile	MILE	\$0.40
Klug - Plant #1 Moundsville, WV and or Plant #2 New Martinsville, WV	E1	Surcharge for PG Binder - 70 minus 22	TON	
Klug - Plant #1 Moundsville, WV and or Plant #2 New Martinsville, WV	E2	Surcharge for PG Binder 76 minus 22 ordered in 400 Ton increments	TON	
Klug - Plant #1 Moundsville, WV and or Plant #2 New Martinsville, WV	F1	Asphalt Haul by Vendor - First Ton Mile	MILE	\$1.95
Klug - Plant #1 Moundsville, WV and or Plant #2 New Martinsville, WV	F2	Asphalt Haul by Vendor - Each Additional Mile	MILE	\$0.35
Klug - Plant #1 Moundsville, WV and or Plant #2 New Martinsville, WV	G1	Laydown of Materials. Items A and U, Each Site 0 to 100 Tons	TON	\$62.00
Klug - Plant #1 Moundsville, WV and or Plant #2 New Martinsville, WV	G2	Laydown of Materials. Items A and U, Each Site 101 to 200 Tons	TON	\$44.00
Klug - Plant #1 Moundsville, WV and or Plant #2 New Martinsville, WV	G3	Laydown of Materials. Items A and U, Each Site 201 to 500 Tons	TON	\$19.25
Klug - Plant #1 Moundsville, WV and or Plant #2 New Martinsville, WV	G4	Laydown of Materials. Items A and U, Each Site 501 Tons or Greater	TON	\$7.50
	H1	Mobilization - Daytime Paving - Complete on Attachment B (ATT B)	LUMP SUM	-----
	H2	Mobilization - Nighttime Paving - Complete on Attachment B (ATT B)	LUMP SUM	-----
Klug - Plant #1 Moundsville, WV and or Plant #2 New Martinsville, WV	I1	Excavation for Shoulder Paving - 0 to 1000 Sq. Yards	SY	\$10.90
Klug - Plant #1 Moundsville, WV and or Plant #2 New Martinsville, WV	I2	Excavation for Shoulder Paving - 1001 to 2000 Sq. Yards	SY	\$9.85
Klug - Plant #1 Moundsville, WV and or Plant #2 New Martinsville, WV	I3	Excavation for Shoulder Paving - 2001 to 3000 Sq. Yards	SY	\$8.90
Klug - Plant #1 Moundsville, WV and or Plant #2 New Martinsville, WV	I4	Excavation for Shoulder Paving - 3001 Sq. Yards or Greater	SY	\$7.65
Klug - Plant #1 Moundsville, WV and or Plant #2 New Martinsville, WV	J1	Asphalt Base I Shoulder Paving Surcharge - 0 to 100 Tons	TON	\$9.00
Klug - Plant #1 Moundsville, WV and or Plant #2 New Martinsville, WV	J2	Asphalt Base I Shoulder Paving Surcharge - 101 to 200 Tons	TON	\$7.75
Klug - Plant #1 Moundsville, WV and or Plant #2 New Martinsville, WV	J3	Asphalt Base I Shoulder Paving Surcharge - 201 to 500 Tons	TON	\$7.25
Klug - Plant #1 Moundsville, WV and or Plant #2 New Martinsville, WV	J4	Asphalt Base I Shoulder Paving Surcharge - 501 Tons or Greater	TON	\$6.50
Klug - Plant #1 Moundsville, WV and or Plant #2 New Martinsville, WV	K1	Asphalt Base II Shoulder Paving Surcharge - 0 to 100 Tons	TON	\$9.00
Klug - Plant #1 Moundsville, WV and or Plant #2 New Martinsville, WV	K2	Asphalt Base II Shoulder Paving Surcharge - 101 to 200 Tons	TON	\$7.75
Klug - Plant #1 Moundsville, WV and or Plant #2 New Martinsville, WV	K3	Asphalt Base II Shoulder Paving Surcharge - 201 to 500 Tons	TON	\$7.25
Klug - Plant #1 Moundsville, WV and or Plant #2 New Martinsville, WV	K4	Asphalt Base II Shoulder Paving Surcharge - 501 Tons or Greater	TON	\$6.25
Klug - Plant #1 Moundsville, WV and or Plant #2 New Martinsville, WV	L	Asphalt Material for Tack Coat or Prime Material	GAL	\$3.00
Klug - Plant #1 Moundsville, WV and or Plant #2 New Martinsville, WV	M	Additional Heel-In Joints	LF	\$9.25
Klug - Plant #1 Moundsville, WV and or Plant #2 New Martinsville, WV	N	Skip Paving Surcharge	TON	\$1.75
Klug - Plant #1 Moundsville, WV and or Plant #2 New Martinsville, WV	O1	Pavement Profiling/Milling - 0 to 250 Sq. Yards	SY	\$22.00
Klug - Plant #1 Moundsville, WV and or Plant #2 New Martinsville, WV	O2	Pavement Profiling/Milling - 251 to 500 Sq. Yards	SY	\$15.50
Klug - Plant #1 Moundsville, WV and or Plant #2 New Martinsville, WV	O3	Pavement Profiling/Milling - 501 to 1000 Sq. Yards	SY	\$9.50
Klug - Plant #1 Moundsville, WV and or Plant #2 New Martinsville, WV	O4	Pavement Profiling/Milling - 1001 to 2500 Sq. Yards	SY	\$5.75
Klug - Plant #1 Moundsville, WV and or Plant #2 New Martinsville, WV	O5	Pavement Profiling/Milling - 2501 to 5000 Sq. Yards	SY	\$3.60
Klug - Plant #1 Moundsville, WV and or Plant #2 New Martinsville, WV	O6	Pavement Profiling/Milling - 5001 Sq. Yards or Greater	SY	\$2.65
	P	Mobilization - Pavement Profiling/Milling - Complete on Attachment B (ATT B)	LUMP SUM	-----
Klug - Plant #1 Moundsville, WV and or Plant #2 New Martinsville, WV	Q1	Haul of Profiled/Milled Cuttings, First 10 Miles (Included with Contract Items O)	MILE	No Add'l Charge
Klug - Plant #1 Moundsville, WV and or Plant #2 New Martinsville, WV	Q2	Haul of Profiled/Milled Cuttings, Each Additional Mile (Above 10 Miles)	LOADED MILE	\$0.45
Klug - Plant #1 Moundsville, WV and or Plant #2 New Martinsville, WV	R	Pavement Repair - Asphalt Base II	TON	295
Klug - Plant #1 Moundsville, WV and or Plant #2 New Martinsville, WV	S	Asphalt HPTO - SP496 - PG 64E-22 ordered 400 Ton increments	TON	
Klug - Plant #1 Moundsville, WV and or Plant #2 New Martinsville, WV	T	Non-Tracking Tack - to be used with S	GAL	4.50
Klug - Plant #1 Moundsville, WV and or Plant #2 New Martinsville, WV	U	Lay Down of Materials - to be used with S - 400 Ton or Greater	TON	
Klug - Plant #1 Moundsville, WV and or Plant #2 New Martinsville, WV	V	Ultra-Thin Asphalt Overlay - SP498	TON	85

Asphalt Materials Delivery & Labor by Vendor by County

ATTACHMENT A PRICING PAGE (ATT A)

Vendor name shall be entered here by the Vendor: Klug Bros.,Inc

Vendor Instructions: For bidding, Vendor shall mark with an "X" the counties that correspond with the pricing on this page. If Vendor has varied pricing per county, Vendor shall complete a separate set of Pricing Pages (ATT A and ATT B) as well as separate Plant Information Forms (ATT C & ATT D) for each county pricing set. Vendor must complete TWO Pricing Pages (ATT A and ATT B) as well as all Plant Information Forms for each pricing set submitted.

<input type="checkbox"/>	Barbour	<input type="checkbox"/>	Doddridge	<input type="checkbox"/>	Harrison	<input checked="" type="checkbox"/>	Marshall	<input type="checkbox"/>	Morgan	<input type="checkbox"/>	Raleigh	<input type="checkbox"/>	Upshur
<input type="checkbox"/>	Berkeley	<input type="checkbox"/>	Fayette	<input type="checkbox"/>	Jackson	<input type="checkbox"/>	Mason	<input type="checkbox"/>	Nicholas	<input type="checkbox"/>	Randolph	<input type="checkbox"/>	Wayne
<input type="checkbox"/>	Boone	<input type="checkbox"/>	Gilmer	<input type="checkbox"/>	Jefferson	<input type="checkbox"/>	McDowell	<input checked="" type="checkbox"/>	Ohio	<input type="checkbox"/>	Ritchie	<input type="checkbox"/>	Webster
<input type="checkbox"/>	Braxton	<input type="checkbox"/>	Grant	<input type="checkbox"/>	Kanawha	<input type="checkbox"/>	Mercer	<input type="checkbox"/>	Pendleton	<input type="checkbox"/>	Roane	<input checked="" type="checkbox"/>	Wetzel
<input checked="" type="checkbox"/>	Brooke	<input type="checkbox"/>	Greenbrier	<input type="checkbox"/>	Lewis	<input type="checkbox"/>	Mineral	<input type="checkbox"/>	Pleasants	<input type="checkbox"/>	Summers	<input type="checkbox"/>	Wirt
<input type="checkbox"/>	Cabell	<input type="checkbox"/>	Hampshire	<input type="checkbox"/>	Lincoln	<input type="checkbox"/>	Mingo	<input type="checkbox"/>	Pocahontas	<input type="checkbox"/>	Taylor	<input type="checkbox"/>	Wood
<input type="checkbox"/>	Calhoun	<input type="checkbox"/>	Hancock	<input type="checkbox"/>	Logan	<input type="checkbox"/>	Monongalia	<input type="checkbox"/>	Preston	<input type="checkbox"/>	Tucker	<input type="checkbox"/>	Wyoming
<input type="checkbox"/>	Clay	<input type="checkbox"/>	Hardy	<input type="checkbox"/>	Marion	<input type="checkbox"/>	Monroe	<input type="checkbox"/>	Putnam	<input checked="" type="checkbox"/>	Tyler		

Supplier Name - Vendor's Sourced Plant	Contract Item #	Contract Item Description	Unit of Measure	List Price
Klug - Plant #1 Moundsville, WV and or Plant #2 New Martinsville, WV	W1	Fine Milling of Asphalt Pavement Surfaces - 0 to 250 Sq. Yards	SY	30.5
Klug - Plant #1 Moundsville, WV and or Plant #2 New Martinsville, WV	W2	Fine Milling of Asphalt Pavement Surfaces - 251 to 500 Sq. Yards	SY	23.5
Klug - Plant #1 Moundsville, WV and or Plant #2 New Martinsville, WV	W3	Fine Milling of Asphalt Pavement Surfaces - 501 to 1000 Sq. Yards	SY	14.75
Klug - Plant #1 Moundsville, WV and or Plant #2 New Martinsville, WV	W4	Fine Milling of Asphalt Pavement Surfaces 1001 to 2500 Sq. Yards	SY	9
Klug - Plant #1 Moundsville, WV and or Plant #2 New Martinsville, WV	W5	Fine Milling of Asphalt Pavement Surfaces 2501 to 5000 Sq. Yards	SY	6.25
Klug - Plant #1 Moundsville, WV and or Plant #2 New Martinsville, WV	W6	Fine Milling of Asphalt Pavement Surfaces - 5001 SY or Greater	SY	3.8
Klug - Plant #1 Moundsville, WV and or Plant #2 New Martinsville, WV	X	Milled Rumble Strips	LF	3.50
-----	Y	Mobilization - Milled Rumble Strips - Complete on Attachment B (ATT B)	LUMP SUM	
Klug - Plant #1 Moundsville, WV and or Plant #2 New Martinsville, WV	Z	Surcharge for Parking Lot and Facility Paving	TON	4
Klug - Plant #1 Moundsville, WV and or Plant #2 New Martinsville, WV	AA	Cleaning and Sweeping	SY	0.08
Klug - Plant #1 Moundsville, WV and or Plant #2 New Martinsville, WV	AB1	Maintaining Traffic - Pilot Truck and Driver	DAY	525
Klug - Plant #1 Moundsville, WV and or Plant #2 New Martinsville, WV	AB2	Maintaining Traffic - Traffic Control Devices	UNIT	1.35
Klug - Plant #1 Moundsville, WV and or Plant #2 New Martinsville, WV	AB3	Maintaining Traffic - Flagger	HOURL	54
Klug - Plant #1 Moundsville, WV and or Plant #2 New Martinsville, WV	AB4	Maintaining Traffic - Arrow Board	DAY	30
Klug - Plant #1 Moundsville, WV and or Plant #2 New Martinsville, WV	AC1	Off-Season Plant Opening - First Day	DAY	1100
Klug - Plant #1 Moundsville, WV and or Plant #2 New Martinsville, WV	AC2	Off-Season Plant Opening - Each Additional Day	DAY	700

Total Number of Attachment A pages submitted by Vendor is: 10

Asphalt Materials Delivery & Labor by Vendor by County

ATTACHMENT B MOBILIZATION PRICING PAGE (ATT B)

Vendor name shall be entered here by the Vendor:

Klug Bros.,Inc.

Vendor Instructions: For bidding, Vendor shall enter below the Mobilization Item Pricing from Vendor's Sourced Plant Locations referenced on Attachment A Pricing Pages (ATT A). A complete set of pricing pages and plant information forms must be provided for each separate set of pricing (by county) submitted (ATT A, ATT B, ATT C, ATT D).

County	Unit of Measure	Item C, Mobilization Shoulder Stone	Item H1, Mobilization DAYTIME Paving	Item H2, Mobilization NIGHTTIME Paving	Item P, Mobilization Pavement Profiling	Item Y, Mobilization Milled Rumble Strips
Barbour	LUMP SUM					
Berkeley	LUMP SUM					
Boone	LUMP SUM					
Braxton	LUMP SUM					
Brooke	LUMP SUM	\$ 950.00	\$ 1,100.00	\$ 1,500.00	\$ 1,400.00	\$ 1,400.00
Cabell	LUMP SUM					
Calhoun	LUMP SUM					
Clay	LUMP SUM					
Doddridge	LUMP SUM					
Fayette	LUMP SUM					
Gilmer	LUMP SUM					
Grant	LUMP SUM					
Greenbrier	LUMP SUM					
Hampshire	LUMP SUM					
Hancock	LUMP SUM					
Hardy	LUMP SUM					
Harrison	LUMP SUM					
Jackson	LUMP SUM					
Jefferson	LUMP SUM					
Kanawha	LUMP SUM					
Lewis	LUMP SUM					
Lincoln	LUMP SUM					
Logan	LUMP SUM					
Marion	LUMP SUM					
Marshall	LUMP SUM	\$ 950.00	\$ 1,100.00	\$ 1,500.00	\$ 1,400.00	\$ 1,400.00
Mason	LUMP SUM					
McDowell	LUMP SUM					
Mercer	LUMP SUM					
Mineral	LUMP SUM					
Mingo	LUMP SUM					
Monongalia	LUMP SUM					
Monroe	LUMP SUM					
Morgan	LUMP SUM					
Nicholas	LUMP SUM					
Ohio	LUMP SUM	\$ 950.00	\$ 1,100.00	\$ 1,500.00	\$ 1,400.00	\$ 1,400.00
Pendleton	LUMP SUM					
Pleasants	LUMP SUM					
Pocahontas	LUMP SUM					
Preston	LUMP SUM					
Putnam	LUMP SUM					
Raleigh	LUMP SUM					
Randolph	LUMP SUM					
Ritchie	LUMP SUM					
Roane	LUMP SUM					
Summers	LUMP SUM					
Taylor	LUMP SUM					
Tucker	LUMP SUM					
Tyler	LUMP SUM	\$ 950.00	\$ 1,100.00	\$ 1,500.00	\$ 1,400.00	\$ 1,400.00
Upshur	LUMP SUM					
Wayne	LUMP SUM					
Webster	LUMP SUM					
Wetzel	LUMP SUM	\$ 950.00	\$ 1,100.00	\$ 1,500.00	\$ 1,400.00	\$ 1,400.00
Wirt	LUMP SUM					
Wood	LUMP SUM					
Wyoming	LUMP SUM					

Asphalt Materials Delivery & Labor by Vendor by County
 ATTACHMENT C ASPHALT PLANT LOCATION INFORMATION FORM (ATT C)

Vendor name shall be entered here by the Vendor: Klug Bros.,Inc.

Vendor Instructions: For bidding, Vendor shall enter below the source ASPHALT Plant Names and Locations, including their 911 address. Vendor must list with each source Plant Name and Location listed the counties that plan will be used to service for this contract. Referece Section 7.2.2 for additional instructions. A complete set of pricing pages and plant information forms must be provided for each seperate set of pricing (by county) submitted (ATT A, ATT B, ATT C, ATT D).

Vendor's ASPHALT Plant Location for use with LAYDOWN services:	
This plant shall be sourced by the Vendor to serve the following counties and correspond with counties marked on Pricing Pages:	
County names:	Marshall - Ohio - Brooke - Wetzel - Tyler
Plant Name & Location	Klug Bros.,Inc Plant #1
	State Route 2 South Lafayette Avenue
	Moundsville, West Virginia

Vendor's ASPHALT Plant Location for use with LAYDOWN services:	
This plant shall be sourced by the Vendor to serve the following counties and correspond with counties marked on Pricing Pages:	
County names:	Marshall - Ohio - Brooke - Wetzel - Tyler
Plant Name & Location	Klug Bros.,Inc. Plant #2
	Foot of Wetzel Street
	New Martinsville, West Virginia

Vendor's ASPHALT Plant Location for use with LAYDOWN services:	
This plant shall be sourced by the Vendor to serve the following counties and correspond with counties marked on Pricing Pages:	
County names:	
Plant Name & Location	

Vendor's ASPHALT Plant Location for use with LAYDOWN services:	
This plant shall be sourced by the Vendor to serve the following counties and correspond with counties marked on Pricing Pages:	
County names:	
Plant Name & Location	

Asphalt Materials Delivery & Labor by Vendor by County
 ATTACHMENT D **STONE** PLANT LOCATION INFORMATION FORM (ATT D)

Vendor name shall be entered here by the Vendor: Klug Bros.,Inc.

Vendor Instructions: For bidding, Vendor shall enter below the **STONE** source Plant Names and Locations, including their 911 address. Vendor must list with each source Plant Name and Location listed the counties that plan will be used to service for this contract. Referece Section 7.2.2 for additional instructions. A complete set of Pricing Pages and Plant Information Forms must be provided for each seperate set of pricing (by county) submitted (ATT A, ATT B, ATT C, ATT D).

Vendor's SHOULDER STONE Plant Location for use with LAYDOWN services:	
This plant shall be sourced by the Vendor to serve the following counties and correspond with counties marked on Pricing Pages:	
County names:	Marshall - Ohio - Brooke - Wetzel - Tyler
Plant Name & Location	Martin Marietta Aggregates
	Wetzel Street
	New Martinsville, West Virginia
Vendor's SHOULDER STONE Plant Location for use with LAYDOWN services:	
This plant shall be sourced by the Vendor to serve the following counties and correspond with counties marked on Pricing Pages:	
County names:	Marshall - Ohio - Brooke - Wetzel - Tyler
Plant Name & Location	Ohio Valley Aggregates - Yaeger Aggregates
	Route 2 South Lafayette Avenue
	Moundsville, West Virginia
Vendor's SHOULDER STONE Plant Location for use with LAYDOWN services:	
This plant shall be sourced by the Vendor to serve the following counties and correspond with counties marked on Pricing Pages:	
County names:	
Plant Name & Location	
Vendor's SHOULDER STONE Plant Location for use with LAYDOWN services:	
This plant shall be sourced by the Vendor to serve the following counties and correspond with counties marked on Pricing Pages:	
County names:	
Plant Name & Location	

CERTIFICATION AND SIGNATURE PAGE

By signing below, or submitting documentation through the West Virginia Vendor Self Service Portal website, I certify that I have reviewed this Solicitation in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

KLUG BROS., INC.
(Full Company Name)

Mark J. Klug
(Authorized Signature)

MARK J. KLUG PRESIDENT
(Print or Type Name and Title of Signatory)

304-845-2545
(Phone Number)

888-730-7500 OR 304-845-7982
(Fax Number)

MARK@KLUGBROTHERSINC.COM
(Email address)

2-16-21
(Date)

**Form pre-approved by DOH legal division on July 12, 2016.
Attorney signature not required.**

REQUEST FOR QUOTATION
Asphalt Materials, Delivery & Labor by Vendor by County

- 12.5 Contract Manager:** During its performance of this Contract, Vendor must designate and maintain a primary Contract Manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract Manager must be available during normal business hours to address any customer service or other issues related to this Contract. In the event that the Contract Manager or any of the Vendor's contact information, email, addresses, or phone numbers change, the Vendor shall update the WVDOT in writing and update wvOASIS. Vendor should list its Contract Manager and his or her contact information below.

Contract Manager: JULIE C. KLUG
Telephone Number: 304-845-2545
Fax Number: 888-730-7500 OR 304-845-7982
Email Address: JULIE@KLUGBROTHERSINC.COM

West Virginia Ethics Commission
Disclosure of Interested Parties to Contracts

(Required by W. Va. Code § 6D-1-2)

Name of Contracting Business Entity: Klug Bros., Inc Address: 123 Klug Lane
Moundsville, WV 26041

Name of Authorized Agent: Mark J. Klug Address: 84 Klug Lane Mds., WV

Contract Number: 304-845-2545 Contract Description: Asphalt

Governmental agency awarding contract: _____

Check here if this is a Supplemental Disclosure

List the Names of Interested Parties to the contract which are known or reasonably anticipated by the contracting business entity for each category below (attach additional pages if necessary):

1. Subcontractors or other entities performing work or service under the Contract

Check here if none, otherwise list entity/individual names below.

2. Any person or entity who owns 25% or more of contracting entity (not applicable to publicly traded entities)

Check here if none, otherwise list entity/individual names below.

MARK J. KLUG 33 1/3%
DENNIS E. KLUG 33 1/3%
MARY C. MCCRAY 33 1/3%

3. Any person or entity that facilitated, or negotiated the terms of, the applicable contract (excluding legal services related to the negotiation or drafting of the applicable contract)

Check here if none, otherwise list entity/individual names below.

Signature: *Mark J. Klug* Date Signed: 2/16/21

Notary Verification

State of West Virginia, County of Marshall:

I, Mark J. Klug, the authorized agent of the contracting business entity listed above, being duly sworn, acknowledge that the Disclosure herein is being made under oath and under the penalty of perjury.

Taken, sworn to and subscribed before me this 16th day of February, 21.

Notary Public Signature _____
OFFICIAL SEAL
STATE OF WEST VIRGINIA
NOTARY PUBLIC
Eric Fecat
1105 5th Street
Moundsville, WV 26041
My Commission Expires March 25, 2023

To be completed by State Agency:

Date Received by State Agency: _____

Date submitted to Ethics Commission: _____

Governmental agency submitting Disclosure: _____

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

CONSTRUCTION CONTRACTS: Under W. Va. Code § 5-22-1(i), the contracting public entity shall not award a construction contract to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees.

ALL CONTRACTS: Under W. Va. Code §5A-3-10a, 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: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

EXCEPTION: The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. 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.

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.

"Employer default" means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

"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.

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that: (1) for construction contracts, the vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: Klug Bros., Inc

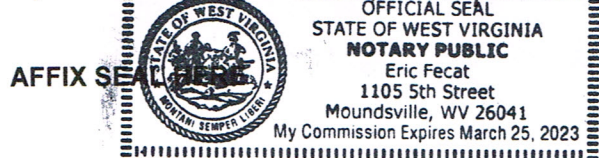
Authorized Signature: *Mary Klug* Date: 2/16/21

State of West Virginia

County of Marshall, to-wit:

Taken, subscribed, and sworn to before me this 16 day of February, 2021.

My Commission expires 3/25/23, 2021.



NOTARY PUBLIC *[Signature]*
Purchasing Affidavit (Revised 01/19/2018)

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 Vendor Preference, if applicable.

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

- Bidder is an individual resident vendor and has resided continuously in West Virginia, 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**,
- Bidder is a resident vendor partnership, association, or corporation with at least eighty percent of ownership interest of bidder held by another entity that meets the applicable four year residency requirement; **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% 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% vendor preference for the reason checked:

- Bidder is a nonresident vendor that employs a minimum of one hundred state residents, or a nonresident vendor which has an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia and employs a minimum of one hundred state residents, and for purposes of producing or distributing the commodities or completing the project which is the subject of the bidder's bid and continuously over the entire term of the project, on average at least seventy-five percent of the bidder's employees or the bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years and the vendor's bid; **or**,

4. Application is made for 5% 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% 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% 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.

7. Application is made for preference as a non-resident small, women- and minority-owned business, in accordance with West Virginia Code §5A-3-59 and West Virginia Code of State Rules.

- Bidder has been or expects to be approved prior to contract award by the Purchasing Division as a certified small, women- and minority-owned business.

8. Application is made for reciprocal preference.

- Bidder is a West Virginia resident and is requesting reciprocal preference to the extent that it applies.

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) rescind the contract or purchase order; 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.

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 Mark J. Klug

Signed: 

Date: 2/16/21

Title: President

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

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ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: ARFQ DOT210000029

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received:
(Check the box next to each addendum received)

- | | |
|--|--|
| <input checked="" type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6 |
| <input checked="" type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7 |
| <input type="checkbox"/> Addendum No. 3 | <input type="checkbox"/> Addendum No. 8 |
| <input type="checkbox"/> Addendum No. 4 | <input type="checkbox"/> Addendum No. 9 |
| <input type="checkbox"/> Addendum No. 5 | <input type="checkbox"/> Addendum No. 10 |

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further 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.

KLUG BROS., INC.
Full Company Name

Mary Klug
Authorized Signature

2-18-21
Date

NOTE: This addendum acknowledgment should be submitted with the bid to expedite document processing.